MAJOR LEAGUE BASEBALL'S
JOINT DRUG PREVENTION AND TREATMENT PROGRAM

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Major League Baseball's Joint Drug Prevention and Treatment Program ("Program") was established by agreement of the Office of the Commissioner of Baseball and the Major League Baseball Players Association (the "Commissioner's Office," the "Players Association" and, jointly, the "Parties") to: (i) educate Players on the risks associated with the use of Prohibited Substances (defined in Section 2 below); (ii) deter and end the use of Prohibited Substances by Players; and (iii) provide for, in keeping with the overall purposes of the Program, an orderly, systematic, and cooperative resolution of any disputes that may arise concerning the existence, interpretation, or application of this Program. Except as otherwise provided herein, any dispute arising under the Program shall be subject to resolution through the Grievance Procedure of the Basic Agreement.

The Program covers: (i) all Players on the Major League Clubs' 40-man rosters; (ii) any Player on the Restricted List or the 60-day Injured List; (iii) any Player who becomes a free agent under Article XIX or Article XX of the Basic Agreement; (iv) any Player who is released from a Major League roster unless the Player voluntarily retires or signs a Minor League contract or a contract with a club in an unaffiliated professional baseball league; and (v) Foreign Professionals and Certain Free Agents, as specified in Attachments 3 and 4 to the Program ("Players").

1. OVERSIGHT AND ADMINISTRATION

A. Independent Program Administrator

1. Selection and Tenure

(a) The Parties shall jointly select an individual to serve as the Independent Program Administrator ("IPA"). Such individual shall have no affiliation with the Commissioner's Office, any Major League Club or the Players Association.

(b) The IPA shall be appointed for a term commencing on January 1, 2022 and ending on December 31, 2026. Thereafter, the IPA shall continue to serve successive five (5) year subsequent terms until he resigns or either Party serves the other with written notice to replace the IPA at least sixty (60) days prior to the expiration of the IPA's term. If the IPA resigns, or is removed pursuant to the procedures set forth in Sections 1.A.1(c), 1.A.1(d), 1.A.1(e) and 1.A.1(f) below prior to the expiration of the current term or a subsequent term, the new IPA shall be appointed for a term that expires on the fifth December 31 following the appointment.

(c) The IPA may be removed for acting in a manner inconsistent with the Program or for misconduct that affects his or her ability to perform as IPA. A Party shall immediately notify the other (and the Panel Chair) if it believes that grounds exist for the removal of the IPA. The Parties will then jointly serve written notice on the IPA of their intention to remove him. Within seven (7) days of the service on the IPA of the written notice, the Parties shall attempt to agree on an Interim IPA who shall serve until the IPA is reinstated or until a new IPA begins his appointed term. The Interim IPA shall have no affiliation with the Commissioner's Office, any Major League Club or the Players Association. In the event the Parties are unable to agree on an Interim IPA within the seven (7) day period, they shall present a list of candidates to the Panel Chair, as defined in Article XI(A)(9) of the Basic Agreement, by 5:00 PM (ET) on the first business day following the end of the seven (7) day period. Within five (5) days of receipt of the list, the Panel Chair, after consultation with the Parties, will select the Interim IPA.

(d) Within seven (7) days of receipt by the IPA of a written notice of removal, a proceeding before the Arbitration Panel, as defined in Article XI(A)(9) of the Basic Agreement, shall be commenced to determine whether grounds exist for the removal of the IPA. Both Parties and the IPA shall have the right to present evidence to the Arbitration Panel, which shall render a decision within ten (10) days of the close of the hearing.

(e) If the IPA is removed by decision of the Arbitration Panel, the Parties shall have thirty (30) days to attempt to select a successor. If the Parties are unable to select a successor by the thirtieth day, they shall present a list of candidates to the Panel Chair by 5:00 PM (ET) on the first business day following the end of the 30-day period. Within ten (10) days of receipt of the list, the Panel Chair, after consultation with the Parties, will select the new IPA.

(f) If the IPA's term is not renewed by the Parties, or the IPA resigns prior to the expiration of his term, the Parties shall appoint an Interim IPA who shall serve until a permanent IPA is selected. In the circumstance when an IPA's term is not renewed, the Parties shall attempt to agree by December 1 on an Interim IPA who shall serve in the event that a permanent IPA is not selected by the Parties by December 31. In the circumstance when an IPA resigns, the Parties shall attempt to agree on an Interim IPA within seven (7) days of notification by the IPA of his or her resignation decision. In the event the Parties are unable to agree on an Interim IPA by December 1 (in the case of a non-renewal), or within the seven (7) day period (in the case of a resignation), they shall present a list of candidates to the Panel Chair by 5:00 PM (ET) on the first business day following the end of the applicable period. Within five (5) days of receipt of the list, the Panel Chair, after consultation with the Parties, will select the Interim IPA.

2. The IPA shall have the following duties and responsibilities:

(a) To administer the Program's testing requirements, from the scheduling of the collection of urine and blood specimens (consistent with Sections 3.A and 3.B below) to the reporting of test results to the Parties;

(b) To determine the schedule for follow-up testing after any positive test result (consistent with Section 3.C below);

(c) To monitor, maintain and supervise the collection procedures, laboratory analysis and testing protocols set forth in the Collection Procedures and Testing Protocols of the Program;

(d) To audit the test results of the Program and to review all aspects of the operation of the Program, including the performance of the Program's specimen collectors and Testing Laboratory (as defined in Section 1.D below);

(e) To communicate with the Program's specimen collectors and Testing Laboratory regarding the collection, transmission and analysis of urine and blood specimens;

(f) To administer the Therapeutic Use Exemption process for Performance Enhancing Substances, Stimulants, and Diuretics and Masking Agents as set forth in Section 3.H below;

(g) To make the determinations with respect to Diuretics or Masking Agents described in Section 3.E below;

(h) To prepare and publicly release a report by December 1 of each year that sets forth the number of tests conducted, the number of adverse analytical findings reported by the Testing Laboratory that resulted in discipline, the substances involved in the adverse analytical findings that resulted in discipline, the number of non-analytical positives that resulted in discipline, and the number of Therapeutic Use Exemptions broken down by category of medication (ADHD, hypertension, etc.). In addition, in the December 1, 2026 public report, the IPA shall include the total number of in-season tests and off-season tests conducted during the previous five (5) years;

(i) To oversee the design and implementation of a secure electronic reporting portal for the transfer and storage of testing results and records; and

(j) To take any and all other reasonable actions necessary to ensure the proper administration of the Program and confidentiality of Program records.

3. The IPA shall have no authority to discipline Players for violations of the Program. All such authority shall repose in the Commissioner's Office. The IPA shall have no authority to investigate or make findings with respect to possible violations of the Program, except as otherwise provided for in the Program.

4. The IPA will schedule quarterly joint status conferences with the Parties to provide information regarding the operation of the Program, including a review of the collection procedures and testing protocols, and any proposals regarding changes thereto. The IPA may invite a representative from the specimen collectors, the Medical Testing Officer, and/or the Chairperson of the Expert Panel to participate in these conferences.

5. Other than as expressly authorized in the Program, the IPA shall discuss the Program and its operation only with representatives of the Parties.

B. Treatment Board

1. The Treatment Board shall be responsible for supervising the treatment of Players who are involved or suspected to be involved with a Drug of Abuse as defined in Section 2.A below. As described in Sections 3.E, 3.H and 4 of the Program, the Treatment Board shall be responsible for determining whether a test is "positive" for a Drug of Abuse; evaluating and treating Players who use, or are suspected of using, Drugs of Abuse, including evaluating such Players; developing, or participating in the development of, individualized programs for Players when appropriate ("Treatment Programs"); and monitoring and supervising the progress of Players in Treatment Programs and compliance with such Treatment Programs.

2. The Treatment Board shall be composed of one medical representative ("Medical Representative") from each of the Parties (each of whom shall be a licensed physician expert in the diagnosis and treatment of chemical use and abuse problems), and one other representative ("Party Representative") from each of the Parties (each of whom shall be a licensed attorney). The respective representatives shall be appointed and removed by the Commissioner's Office or the Players Association at will and shall not serve a minimum term.

3. The Treatment Board shall endeavor to reach a unanimous decision with respect to all matters committed to it. When a unanimous decision cannot be reached, a majority decision shall govern. If a majority decision cannot be reached, the following procedures will be followed:

(a) The Party Representatives shall select two (2) individuals to be available as fifth members of the Treatment Board (the "Fifth Member"). The Fifth Members shall be labor arbitrators who are affiliated with either the American Arbitration Association or the National Academy of Arbitrators. The two (2) individuals selected as potential Fifth Members will serve for one-year terms beginning on January 1 and ending on December 31. Unless a Party notifies the other in writing by October 31 of each year of its intent to replace a Fifth Member, the Fifth Member's term will be automatically renewed for an additional year.

(b) If the Treatment Board cannot reach a majority decision on any issue, either Party shall have the right to appoint a Fifth Member to resolve the dispute by providing written notice to the other Party. The Fifth Member shall be appointed within twenty-four (24) hours of the time that written notice is served by the Party requesting the appointment. Unless a provision of the Program provides for a specific time period (e.g., Reasonable Cause Testing), the Fifth Member shall hold a conference with the other members of the Treatment Board as soon as practicable following his or her appointment, and a vote of the Treatment Board (including the Fifth Member) will occur within a time frame agreed upon by the Parties, or as determined by the Fifth Member.

(c) The Parties shall alternate the appointment of the two (2) Fifth Members. However, if one of the Fifth Members is not available to resolve the dispute in the time frame set forth in subparagraph 3(b) above, and the other Fifth Member is available, the Fifth Member who is available will be appointed absent a contrary agreement by the Parties.

C. Collection Services

For the term of this Program, Comprehensive Drug Testing, Inc. ("CDT") will collect urine and blood specimens under the Program and will be responsible for the transport of such specimens; provided, however, that the Commissioner's Office has the option to engage other third-party specimen collectors approved by the Parties (e.g., Drug Free Sport International) to collect urine and blood specimens for Players who are on assignment to the Minor Leagues.

D. Laboratory Analysis

For the term of this Program, laboratory analysis under the Program shall be performed by a World Anti-Doping Agency accredited laboratory selected by the Parties (the "Testing Laboratory").

E. Medical Testing Officer

1. The Director of the Testing Laboratory shall be the Medical Testing Officer and shall conduct all of the testing of Player specimens collected pursuant to Sections 3 and 4 below.

2. The Medical Testing Officer shall also make the determinations called for in Section 3.G of the Program and, by notification to the IPA, shall advise on other scientific issues associated with the testing required by the Program; provided, however, that, unless jointly requested by the Parties, the Medical Testing Officer shall not test any specimen or substance other than urine and blood specimens collected from Players pursuant to Sections 3 and 4 below.

F. Expert Panel on ADHD

The Parties shall appoint three (3) independent psychiatrists with an expertise in adult ADHD to serve on the Expert Panel on ADHD ("Expert Panel"). The members of the Expert Panel shall serve five-year terms. The Parties shall also select one of the members of the Expert Panel to serve as the Chairperson. Unless a Party notifies the other in writing on or before October 31 of the last year of a five-year term of its intent to replace a member of the Expert Panel, the member's term will be automatically renewed for an additional year. The Expert Panel shall perform the functions set forth in Section 3.H of the Program.

G. Medical Advisory Panel

The Parties shall appoint one (1) board-certified endocrinologist, one (1) board-certified physician with expertise in cardiology, and one (1) board-certified physician with expertise in sleep disorders to the Medical Advisory Panel. The members of the Medical Advisory Panel shall serve five-year terms. Unless a Party notifies the other in writing on or before October 31 of the last year of a five-year term of its intent to replace a member of the Medical Advisory Panel, the member's term will be automatically renewed for an additional year. The Medical Advisory Panel shall perform the functions set forth in Section 3.H of the Program.

H. Annual Review of the Program

Within thirty (30) days of the conclusion of the World Series, the Parties will meet with the IPA, the Medical Testing Officer, a representative from CDT, the Chairperson of the Expert Panel, and any other third parties with whom the Parties jointly consult in connection with the administration of the Program regarding potential changes to the Program based on developments during the previous year. The Parties shall have an obligation to meet and confer on any recommendations or suggestions offered by the IPA, Medical Testing Officer, CDT representative, or Chairperson of the Expert Panel, or offered by either Party or any other third party in attendance at the meeting, in an effort to agree on the implementation of those recommendations or suggestions. Any agreements on changes proposed at the Annual Review meeting (including any additional Prohibited Substances) must be reached by the Parties by February 1 of the subsequent year.

2. PROHIBITED SUBSTANCES

Except as provided in Section 3.H. herein ("Therapeutic Use Exemption"), all Players shall be prohibited from using, possessing, selling, facilitating the sale of, distributing, or facilitating the distribution of any Drug of Abuse, Performance Enhancing Substance, Stimulant, DHEA, Diuretic and/or Masking Agent (collectively referred to as "Prohibited Substances").

A. Drugs of Abuse

Any and all drugs or substances included on Schedules I and II of the Code of Federal Regulations' Schedule of Controlled Substances ("Schedule I or Schedule II"), as amended from time to time, shall be considered Drugs of Abuse covered by the Program; provided, however, that (i) Natural Cannabinoids (e.g., THC, Marijuana, Cannabidiol and Hashish) shall not be considered Drugs of Abuse, and (2) the drugs and substances defined as Stimulants in Section 2.C below shall be treated as Stimulants rather than as Drugs of Abuse where expressly indicated in the Program. The following substances and their analogs are covered by the Program as Drugs of Abuse, their Schedule classification notwithstanding:

1. Synthetic THC and Cannabimimetics (e.g., K2 and Spice)
2. Cocaine
3. LSD
4. Opiates and Opioids (e.g., Oxycodone, Fentanyl, Heroin, Codeine, and Morphine)
5. Methylenedioxyamphetamine (MDA)
6. Methylenedioxymethamphetamine (MDMA, Ecstasy)
7. "Bath Salts" (i.e., Cathinone and Synthetic Cathinones)
8. GHB
9. Phencyclidine (PCP)

B. Performance Enhancing Substances

Any and all anabolic androgenic steroids covered by Schedule III of the Code of Federal Regulations' Schedule of Controlled Substances ("Schedule III"), as amended from time to time, and the categories of hormones and agents with antiestrogenic activity that are set forth in Nos. 68 - 74 below, shall be considered Performance Enhancing Substances covered by the Program. Anabolic androgenic steroids, hormones, and agents with antiestrogenic activity, that may not be lawfully obtained or used in the United States (including, for example, "designer steroids" and peptide hormones) also shall be considered Performance Enhancing Substances irrespective of whether they are covered by Schedule III. The following is a non-exhaustive list of substances that shall be considered Performance Enhancing Substances covered by the Program:

1. Androstadienedione
2. Androstanediol
3. Androstanedione
4. Androstatrienedione (ATD)
5. Androstenediol
6. Androstenedione

7. Androst-2-en-17-one (2-Androstenone, Delta-2)
8. Androstenetrione (6-OXO)
9. Bolandiol
10. Bolasterone
11. Boldenone
12. Boldione
13. Calusterone
14. Clenbuterol
15. Clostebol (Chlortestosterone, 4-Chlortestosterone)
16. Danazol
17. Dehydrochlormethyltestosterone (DHCMT, Oral Turinabol)
18. Desoxy-methyltestosterone
19. Δ1-dihydrotestosterone
20. 4-dihydrotestosterone
21. Drostanolone
22. Epi-dihydrotestosterone
23. Epitestosterone
24. Ethylestrenol
25. Fluoxymesterone
26. Formebolone
27. Furazabol
28. 13a-ethyl-17a-hydroxygon-4-en-3-one
29. Gestrinone
30. Halodrol (4-Chloro-17α-methyl-1,4-androstadiene-3α,17β- diol, 4-Chloro-17α-methyl-1,4-androstadiene-3β,17β-diol)
31. 4-hydroxytestosterone
32. 4-hydroxy-19-nortestosterone
33. Mestanolone
34. Mesterolone
35. Methandienone
36. Methandriol
37. Methasterone (Superdrol)
38. Methenolone
39. Methylclostebol (4-Chloro-17α-methyltestosterone, 4-Chloro-17α-methylandrost-4-en- 17β-ol-3-one)
40. Methyldienolone
41. Methylnortestosterone
42. Methylstenbolone (Ultradrol, M-Sten)
43. Methyltestosterone
44. Methyltrienolone (Metribolone)
45. Mibolerone
46. Mildronate (Meldonium)
47. 17a-methyl-Δ1-dihydrotestosterone
48. Nandrolone
49. Norandrostenediol
50. Norandrostenedione

51. Norbolethone
52. Norclostebol
53. Norethandrolone
54. Oxabolone
55. Oxandrolone
56. Oxymesterone
57. Oxymetholone
58. Promagnon (4-Chloro-17α -methyl-androst-4-ene-3,17β-diol)
59. Prostanozol
60. Quinbolone
61. Ractopamine
62. Selective Androgen Receptor Modulators (SARMs)
63. Stanozolol
64. Stenbolone
65. Testosterone
66. Tetrahydrogestrinone
67. Tibolone
68. Trenbolone (Epitrenbolone)
69. Zeranol
70. Zilpaterol
71. Any salt, ester or ether of a drug or substance listed above
72. Human Growth Hormone (hGH), Secretagogues and Peptides, including Alexamorelin, Anamorelin, AOD-9604, CJC-1295, Growth Hormone Releasing Hormone (GHRH), Growth Hormone Releasing Peptides (GHRP), Hexarelin, Ibutamoren (MK-0677), Ipamorelin, Myostatin Inhibitors, Pralmorelin, Sermorelin, Tesamorelin, Thymosin Beta 4 (TB-500), and Triptorelin
73. Insulin-like Growth Factor (IGF-1), including all isomers of IGF-1, sometimes referred to as Mechano Growth Factors
74. Chorionic Gonadotrophin (hCG) and Luteinizing Hormone (LH)
75. Aromatase Inhibitors, including Anastrozole, Letrozole, Aminoglutethimide, Exemestane, Formestane, and Testolactone
76. Selective Estrogen Receptor Modulators, including Raloxifen, Tamoxifen, and Toremifen
77. Other Anti-estrogens, including Clomiphene, Cyclofenil, and Fulvestrant
78. Metabolic Modulators, including Peroxisome Proliferator Activated Receptor δ (PPARδ) agonists, including GW 1516, GW 0742, AICAR, and SR9009 (Stenabolic)
79. Erythropoiesis-Stimulating Agents, including Erythropoietin (EPO)
80. HIF Stabilizers, including Roxadustat (FG-4592), Molidustat (BAY 85-3934), FG-2216, and BAY 87-2243

C. Stimulants

The following substances (including all D and L isomers, where relevant) shall be considered Stimulants covered by the Program:

1. Adrafinil
2. Amfepramone (Diethylpropion)
3. Amiphenazole
4. Amphetamine
5. Amphetaminil
6. Armodafinil
7. Benfluorex
8. Benzphetamine
9. Benzylpiperazine
10. Bromantan
11. Carphedon
12. Cathine (Norpseudoephedrine)
13. Clobenzorex
14. Cropropamide
15. Crotetamide
16. Dimethylamphetamine
17. 1,3-Dimethylbutylamine (DMBA)
18. Ephedrine
19. Etamivan
20. Ethylamphetamine
21. Etilefrine
22. Famprofazone
23. Fenbutrazate
24. Fencamfamine
25. Fenethylline
26. Fenfluramine
27. Fenproporex
28. Furfenorex
29. Heptaminol
30. Isometheptene
31. Meclofenoxate
32. Mefenorex
33. Mephentermine
34. Mesocarb
35. Methamphetamine (Methylamphetamine)
36. Methylephedrine
37. Methylhexaneamine (Dimethylamylamine, DMAA)
38. Methylphenidate
39. Modafinil
40. N,alpha-Diethylphenylethylamine (N,a-DEPEA)
41. N-ethyl-1-phenyl-2-butanamine
42. Nikethamide
43. Norfenefrine
44. Norfenfluramine
45. Octodrine (DMHA, 1,5-Dimethylhexylamine, 1,5-DMHA; 2-amino-5-methylheptane, 2-amino-6-methylheptane, 2-aminoisoheptane, 2- Heptylamine, 6-

methyl-, 2-Isooctylamine, 2-Metil-6-amino-eptano, 6- Amino-2-methylheptane, Amidrine, Vaporpac, a,e- Dimethylhexylamine, Dimethylhexylamine, Isoctaminum)

46. Octopamine
47. Oxilofrine (Methylsynephrine)
48. Pemoline
49. Pentetrazol
50. Phentermine
51. Phenpromethamine
52. Prenylamine
53. Prolintane
54. Phendimetrazine (Phenmetrazine)
55. Propylhexedrine
56. Sibutramine
57. Tuaminoheptane

D. Dehydroepiandrosterone (DHEA)

DHEA is a Prohibited Substance covered by the Program.

E. Diuretics and Masking Agents

The following substances shall be considered Diuretics and Masking Agents covered by the Program:

1. Acetazolamide
2. Althiazide
3. Amiloride
4. Azosemide
5. Bemethizide
6. Bendroflumethiazide
7. Benzthiazide
8. Brinzolamide
9. Bumetanide
10. Buthiazide
11. Canrenone
12. Chloraminophenamide
13. Chlorazanil
14. Chlorothiazide
15. Chlorthalidone
16. Clofenamide
17. Clopamide
18. Clorexolone
19. Conivaptan
20. Cyclopenthiazide
21. Cyclothiazide

22. Desmopressin
23. Dichlorphenamide
24. Dorzolamide
25. Epithiazide
26. Eplerenone
27. Ethacrynic Acid
28. Etozolin
29. Fenquizone
30. Flumethiazide
31. Furosemide
32. Hydrochlorothiazide
33. Hydroflumethiazide
34. Indapamide
35. Lixivaptan
36. Lypressin
37. Mebutizide
38. Mefruside
39. Metazolamide
40. Methylclothiazide
41. Meticrane
42. Metolazone
43. Mozavaptan
44. Piretanide
45. Plasma Expanders (e.g., intravenous administration of Albumin, Dextran, Hydroxyethyl Starch and Mannitol)
46. Polythiazide
47. Probenecid
48. Quinetazone
49. Relcovaptan
50. Spironolactone
51. Sulfinpyrazole
52. Tienilic Acid
53. Tolvaptan
54. Torasemide
55. Triamterene and Vaptans (e.g., Tolvaptan)
56. Trichlormethiazide
57. Xipamide

F. Adding Prohibited Substances to the Program

During the term of the Program, Prohibited Substances may be added to this Section 2 by the agreement of the Parties, except that the addition by the federal government of a substance to Schedule I, II or III shall automatically result in that substance being added to this Section 2, as a Drug of Abuse, Performance Enhancing Substance, or Stimulant, as appropriate. The Commissioner's Office shall be responsible for notifying all Players of newly added Prohibited Substances, and obtaining a signed confirmation of receipt from each Player. The Parties agree

that the notice obligations of the Commissioner's Office are met if the agreed-upon notice procedures are followed but a Player refuses to cooperate with the notice procedures, including refusing to sign the confirmation of receipt.

3. TESTING

A. Mandatory and Random Testing

1. Mandatory Testing. During each championship season covered by the Program (which, for purposes of this Section 3, shall commence with the first Spring Training voluntary reporting date and conclude with the final day of the post-season), all Players shall be tested for the presence of Drugs of Abuse, Performance Enhancing Substances, Stimulants, DHEA, and Diuretics and Masking Agents as follows:

(a) Each Player will be randomly selected for a mandatory unannounced urine specimen collection at a randomly selected date and time during Spring Training. Urine specimen collections under this Section 3.A.1(a) may be, but need not be, conducted in conjunction with the Clubs' Spring Training physicals. If a Player does not attend Spring Training or reports to Spring Training after his Club's mandatory Spring Training tests have been conducted, the Player shall still be subject to an unannounced urine specimen collection.

(b) All Players will be randomly selected for an unannounced mandatory urine specimen collection at a randomly selected date and time during the championship season.

(c) All Players will be randomly selected for an unannounced mandatory urine specimen collection at a randomly selected date and time during the off-season (which, for purposes of this Section 3, shall be the period not covered by the definition of the championship season contained in Section 3.A.1 above); provided, however, that any off-season urine specimen collections shall be tested only for the presence of Drugs of Abuse, Performance Enhancing Substances, DHEA, and Diuretics and Masking Agents.

2. Additional Random Testing. In addition to the urine specimen collections conducted pursuant to Section 3.A.1 above, the IPA shall conduct:

(a) 4,900 urine specimen collections of randomly-selected Players at unannounced times during each championship season (of which at least 300 will be conducted during Spring Training) that shall be tested for the presence of Drugs of Abuse, Performance Enhancing Substances, Stimulants, DHEA, and Diuretics and Masking Agents.

(b) 350 urine specimen collections at unannounced times during each off-season; provided, however, that any off-season urine specimen collections shall

be tested only for the presence of Drugs of Abuse, Performance Enhancing Substances, DHEA, and Diuretics and Masking Agents.

There shall be no limit on the number of urine specimen collections that a Player may be randomly selected for each year under this Section 3.A.2.

3. Blood Collections for hGH. Effective at the start of 2022 Spring Training, all blood specimens collected under this Section 3.A.3 will be collected via dried blood spots.

(a) Each Player will be randomly selected for a mandatory unannounced blood specimen collection during each championship season. All in-season blood specimen collections will be collected post-game from the non-dominant arms of Players (unless a Player requests otherwise), and will be tested for the presence of hGH only.

(b) In addition to the blood specimen collections conducted pursuant to Section 3.A.3(a) above, the IPA shall conduct 500 blood specimen collections of randomly-selected Players at unannounced times during each championship season covered by the Program. The blood specimen will be tested for the presence of hGH only.

(c) In addition to the blood specimen collections conducted pursuant to Section 3.A.3(a) and (b) above, the IPA shall conduct 400 blood specimen collections at unannounced times during each off-season covered by the Program. All off-season blood specimen collections will be conducted with urine specimen collections, and will be tested for the presence of hGH only.

There shall be no limit on the number of blood specimen collections that a Player may be randomly selected for each year under this Section 3.A.3.

4. Longitudinal Profile Program. A longitudinal profile program will be established for each Player in accordance with this Section 3.A.4. The sole purpose of the longitudinal profile program is to assist the Testing Laboratory in determining which urine specimens shall be subjected to carbon isotope ratio mass spectrometry ("IRMS") analysis.

(a) Each Player will be assigned a unique personal identification number. A Player's personal identification number will remain the same for all periods of time he is covered by the Program, and will only be used for the purposes described in this Section 3.A.4. The personal identification number that corresponds to the Player's name will not be disclosed to any individual other than the IPA.

(b) The Testing Laboratory will maintain a secure, separate database for each Player's personal identification number that contains the corresponding Baseline Testosterone/Epitestosterone ("T/E") ratio and standard deviation (referred to

collectively as the "Baseline Values"). This database will not contain any identifying information for the Players. The Baseline Values will be calculated by averaging a Player's T/E ratio and normalized concentrations of Testosterone, Epitestosterone, Androsterone, Etiocholanolone, DHEA, 5a-androstanediol and 5b-androstanediol, respectively, from three negative tests conducted under the Program. Values that are altered because of ethanol or other substances will not be included in the calculation of a Player's Baseline Values. After a Player's Baseline Values are established, those values will be updated on a rolling basis in the discretion of the Medical Testing Officer.

(c) The Testing Laboratory will consider the Baseline Values in comparison to subsequent tests identified with a Player's personal identification number in determining whether it will conduct an IRMS analysis on a urine specimen. The decision regarding whether to conduct an IRMS analysis on a urine specimen for any other reason, and the reasons for conducting such an analysis, will remain in the absolute discretion of the Medical Testing Officer. The Testing Laboratory will be permitted to maintain data on all urine specimens collected from a Player for the length of his career to rule out possible urine substitution or manipulation

5. IRMS Testing. In addition to any IRMS analysis that the Testing Laboratory conducts as part of its standard operating practices and the longitudinal profile program described in Section 3.A.4 above, the Testing Laboratory or the IPA will randomly select urine specimens to ensure that IRMS analysis is conducted on at least one urine specimen from every Player during each championship season covered by the Program. Furthermore, the Testing Laboratory is also required to comply with the MRPL for Boldenone and Boldenone metabolite (2.5 ng/mL) and the requirement to conduct IRMS analysis prior to reporting any positive test result below the MRL of 30 ng/mL, as described in WADA Technical Documents TD2022MRPL and TD2022IRMS.

6. Testing will be conducted only pursuant to a scientifically-validated test. If a scientifically-validated test is not currently available for a Prohibited Substance, but becomes available during the term of this Program, testing will be conducted for that Prohibited Substance.

7. Consistent with the terms of the Program, and unless otherwise specified, the schedule and timing of mandatory and random urine and blood specimen collections shall be conducted under the direction of the IPA.

B. Reasonable Cause Testing

1. Performance Enhancing Substances, Stimulants, DHEA, Diuretics and Masking Agents

(a) In the event that either Party has information that gives it reasonable cause to believe that a Player has, in the previous 12-month period, engaged in the use, possession, sale or distribution of a Performance Enhancing Substance (including hGH), Stimulant, DHEA, Diuretic or Masking Agent, the Party shall provide the

other Party, either orally or in writing, with a description of its information ("Reasonable Cause Notification"), and the Player will be subject to an immediate urine and/or blood specimen collection (venous blood draw and/or dried blood spot collection), or a program of testing, as determined by the IPA, to commence no later than 48 hours after the Reasonable Cause Notification was provided.

(b) Notwithstanding the foregoing, if a Party receiving Reasonable Cause Notification disputes the existence of reasonable cause, that Party shall have the right to commence a proceeding before the Panel Chair within 48 hours after receipt of the Reasonable Cause Notification, and the Panel Chair will determine whether reasonable cause exists to subject the Player to testing. No reasonable cause testing of the Player will occur until the completion of the proceeding before the Panel Chair. The proceeding before the Panel Chair may be conducted by conference call at the request of either Party, and shall be completed within 48 hours from the time the Panel Chair was notified of the existence of the dispute. The Panel Chair shall issue his decision within 24 hours of the completion of the proceeding, and if the Panel Chair finds that reasonable cause exists, the testing or testing program shall commence within 48 hours of his decision.

2. Drugs of Abuse

(a) In the event that either Party has information that gives it reasonable cause to believe that a Player has, in the previous 12-month period, engaged in the use, possession, sale or distribution of a Drug of Abuse, the Party shall provide Reasonable Cause Notification to the Treatment Board, and the Player will be subject to an immediate test, or program of testing, as determined by the Treatment Board, to commence no later than 48 hours after the Reasonable Cause Notification was provided.

(b) Notwithstanding the foregoing, if the Treatment Board fails to reach a majority vote on the existence of reasonable cause, a Fifth Member shall cast the decisive vote on whether reasonable cause exists to subject the Player to testing. No reasonable cause testing of the Player will occur until the Fifth Member casts his or her vote. The Treatment Board will conduct a conference call within 48 hours after the appointment of the Fifth Member. The Fifth Member shall issue his or her decision within 24 hours of the completion of the conference call, and if the Fifth Member finds that reasonable cause exists, the testing or testing program shall commence within 24 hours of his or her decision.

C. Follow-Up Testing

A Player who is disciplined under Sections 7.A, 7.B, 7.C, 7.E, 7.F or 7.G, or has otherwise violated the Program through the use or possession of a Performance Enhancing Substance, Stimulant or DHEA, shall be subject to the following mandatory follow-up testing program, on a schedule determined by the IPA:

1. Performance Enhancing Substances: Six (6) unannounced urine collections and three (3) unannounced blood collections over the twelve (12) months following the date of the Notice of Discipline issued in connection with the violation that resulted in the follow-up testing, and six (6) unannounced urine collections and three (3) unannounced blood collections in every subsequent year in the Player's career during which he is on a Club's 40-man roster. Notwithstanding the foregoing, a Player will not be subject to career-long follow-up testing if the Arbitration Panel reduced the length of the Player's suspension pursuant to Section 8.B.4 below based on its determination that the Player's positive test result was not the result of his significant fault or negligence.

2. Stimulants and DHEA: Six (6) unannounced urine collections over the twelve (12) months following the violation that resulted in the follow-up testing.

Follow-up testing conducted pursuant to this Section 3.C shall be in addition to any testing conducted pursuant to Section 3 above or Section 4.B below, and shall not count against the number of tests permitted pursuant to Section 3.A.1, 3.A.2 or 3.A.3 above. A Player shall be subject to follow-up tests under this Section when he is on the Disabled List, Restricted List or Suspended List. The IPA shall schedule at least one follow-up urine and blood specimen collection while a Player is on the Restricted List as a result of a violation of the Program.

A positive test result from any follow-up test shall be treated as any other positive test result from a test conducted pursuant to Section 3.A above, including for disciplinary purposes. Follow-up testing shall be for the presence of Drugs of Abuse, Performance Enhancing Substances, Stimulants, DHEA, and Diuretics and Masking Agents.

D. Collection Procedures and Testing Protocols

All testing conducted pursuant to the Program shall be conducted in compliance with the Collection Procedures and Testing Protocols of the Program and the protocols of the Testing Laboratory.

E. Positive Test Results

Any test conducted under the Program will be considered "positive" under the following circumstances:

1. Except as set forth in Section 3.G, 3.H or 8.B below, if any Prohibited Substance identified in the test results meets the levels set forth in the Collection Procedures and Testing Protocols of the Program. Notwithstanding the foregoing, the determination of whether a test is "positive" for a Drug of Abuse shall be made by the Treatment Board. The presence of a Drug of Abuse in the Player's urine specimen shall be treated as a positive test result unless the Treatment Board determines that the Player was authorized to administer the Drug of Abuse through a valid, medically appropriate prescription provided by a duly licensed physician, as described in Section 3.H.1 below.

2. A Player refuses or, without good cause, fails to take a test pursuant to Section 3.A, 3.B, or 3.C, or otherwise engages in activity that prevents the collection of a specimen for testing as contemplated by the Program.

3. A Player attempts to substitute, dilute, mask or adulterate a specimen or in any other manner alter a test.

The determination of whether a test is "positive" under Section 3.E.2 and 3.E.3 shall be made by the IPA. The presence of a Diuretic or Masking Agent in a Player's urine specimen shall be treated as a positive test result unless the IPA determines that the Player was authorized to administer the Diuretic or Masking Agent through a valid, medically appropriate prescription provided by a duly licensed physician, as described in Section 3.H.1 below.

F. Notice to the Parties

The IPA shall notify the Parties upon receipt of a positive test result for a Performance Enhancing Substance, Stimulant, DHEA, or Diuretic and Masking Agent. CDT shall notify the Treatment Board upon receipt of a positive test result for a Drug of Abuse. Any notice of a positive test result provided to the Parties after 6:00 PM (ET) shall be considered to be received the next day. The Players Association shall notify the Player of a positive test result as promptly as possible, but in no event later than 72 hours from the notification to the Parties of the positive test result, or, in the case of a non-analytical positive, the Commissioner's Office's notification of the Association.

G. Multiple Disciplines for the Same Use

Players shall not be subjected to multiple disciplines as a result of the same use of a Prohibited Substance. Whenever a Player alleges that a positive test result for a Performance Enhancing Substance, Stimulant, DHEA, or Diuretic and Masking Agent under the Program is the result of the same use of a Prohibited Substance that produced a prior positive test result (under either this Program or Major League Baseball's Minor League Drug Prevention and Treatment Program (the "Minor League Drug Program"), the IPA shall refer the matter to the Medical Testing Officer for a determination as to whether, in the Medical Testing Officer's opinion, the subsequent positive test result was from the same use. The Medical Testing Officer should treat the subsequent positive test as resulting from a separate use of a Prohibited Substance only if the Medical Testing Officer concludes with reasonable certainty that it was not from the same use of that substance that caused the initial positive test. (See Section 8.C.1(b) below.) The determination of whether a subsequent positive test result for a Drug of Abuse was the result of the same use of a Drug of Abuse that produced a prior positive test result shall be made by the Treatment Board.

H. Therapeutic Use Exemption

1. A Player authorized to administer a Prohibited Substance through a valid, medically appropriate prescription provided by a duly licensed physician shall receive a Therapeutic Use Exemption ("TUE"), provided that the Player otherwise satisfies any and all other applicable requirements and conditions for a TUE set forth in the Program or agreed upon by the Parties. To be "medically appropriate," the Player must have a documented medical need under the standards accepted in the United States or Canada for the prescription in the prescribed dosage. Notwithstanding the foregoing, TUE applications for the use of Testosterone, Chorionic Gonadotrophin (hCG), and Clomiphene will be governed by the Guidelines for Therapeutic Use Exemption Applications for Androgen Deficiency/Hypogonadism attached hereto as Attachment 1. A specimen which is found to contain a Prohibited Substance will not be deemed a positive test result if such specimen was provided by a Player with an effective TUE for that substance. A Player with a TUE for a Prohibited Substance does not violate the Program by possessing or using that substance.

2. A Player seeking a TUE must notify, or cause the issuing physician to notify, the IPA of the existence of the prescription. Whenever requested to do so by the IPA, the Player shall provide, or cause the issuing physician to provide, documentation supporting the issuance of the prescription. If the issuing physician is not duly licensed in the United States or Canada, the IPA shall request that the Player provide such documentation. The IPA shall notify the Player and the Parties if additional information to support a TUE application is needed or if documentation is missing. Team physicians are prohibited from writing prescriptions for any Prohibited Substances for Players. Notwithstanding the foregoing, team physicians may write short-term prescriptions for pain medication (where clinically indicated, and provided that the team physician enters the prescription in the EMR system) or as otherwise approved by the Treatment Board.

3. The IPA shall adhere to the following process when ruling on new TUE applications for a Stimulant:

> (a) For TUE applications in which the Player: (i) was diagnosed with ADHD by an MLB-Certified Clinician through the use of the Adult ADHD Clinical Diagnostic Scale (ACDS), or is diagnosed by an MLB-Certified Clinician for another neurobehavioral or psychological condition requiring treatment with a Stimulant; and (ii) submits all required TUE documentation (including, but not limited to, an impairment scale, and in the case of a renewal TUE application, pharmacy records) in support of the application, the IPA may grant the application without referring the application to the Expert Panel. The IPA may speak to the MLB-Certified Clinician, and request that the MLB-Certified Clinician provide additional information, in determining the disposition of the application. If the IPA is not prepared to grant the application, he shall refer the application to the Expert Panel, and the procedures described in Section 3.H.3(b) below will be followed.

(b) For TUE applications in which the Player was not diagnosed by an MLB-Certified Clinician, or in which the IPA is not prepared to grant the application pursuant to Section 3.H.3(a) above, the IPA shall, after the Player submits all required documentation, refer the application to the Chairperson of the Expert Panel, and the Chairperson will assign the application to a member of the Expert Panel. In evaluating each application, the Expert Panel member shall have the authority to: (i) request additional information from the Player or his physician, including, but not limited to, pharmacy records; (ii) request that the Player's physician perform additional diagnostic tests including, but not limited to, an impairment scale; (iii) request to speak to the Player and/or his family members; and/or (iv) request that the Player be evaluated by an MLB-Certified Clinician. The Chairperson shall report to the IPA the Expert Panel member's recommendation regarding whether the TUE should be granted or denied. If the Expert Panel member recommends that a TUE application be denied, the Expert Panel member shall provide a concise written summary of his or her reasons, including whether the information submitted to the Expert Panel was insufficient to support a diagnosis or the use of the prescribed medication. The IPA will then issue a denial pursuant to Section 3.H.6 below. The Player retains his right to challenge any denial pursuant to Section 8.C of the Program. If the Expert Panel member recommends that the TUE be granted, the IPA will grant the application.

4. The IPA shall adhere to the following process when ruling on new TUE applications for a Performance Enhancing Substance or Diuretic and Masking Agent:

(a) The IPA will refer new TUE applications to the member of the Medical Advisory Panel in the appropriate specialty. If no member of the Medical Advisory Panel has the appropriate expertise to evaluate the TUE application, the IPA may refer the matter to an outside expert of his choosing.

(b) The member of the Medical Advisory Panel assigned the application shall have the authority to: (i) request additional information from the Player or his physician; (ii) request that the Player's physician perform additional diagnostic tests; (iii) request to speak to the Player; and/or (iv) request that the Player be evaluated by a specialist in a particular area of medicine.

(c) The member of the Medical Advisory Panel who reviewed the application shall provide a recommendation to the IPA regarding whether the TUE should be denied or granted. If the Medical Advisory Panel member recommends that a TUE application be denied, he or she shall provide a concise written summary of the reasons, including whether the information submitted to the Panel member was insufficient to support the diagnosis of the condition or use of the prescribed medication. The IPA is not required to accept the recommendation of the Medical Advisory Panel member, but must disclose to the Parties when a TUE decision differs from the recommendations of the Medical Advisory Panel and provide a concise written summary of the reasons he or she is not accepting the

recommendation. The Player retains his right to challenge any denial pursuant to Section 8.C of the Program.

5. The IPA shall have authority to determine whether to grant an application to renew an existing TUE, or to terminate an existing TUE, without referring the application to the Expert Panel or Medical Advisory Panel. The Player retains his right to challenge any denial pursuant to Section 8.C of the Program.

6. The IPA shall report the determination on a complete TUE application to the Player and to the Parties within twenty-one (21) days of submission and, in the event of a denial, forward to the Parties the documentation received and all other material reviewed in reaching that determination. (See Section 8.C.1(c) below.) A Player may challenge any denial pursuant to Section 8.C of the Program.

7. A TUE shall be effective from the date the Player notified, or caused the issuing physician to notify, the IPA of the existence of the prescription involved, and shall not be effective for any use or possession of a Prohibited Substance prior to that date. A Player who is determined not to qualify for a TUE may not challenge a determination that he violated the Program by contending, in connection with a "no fault or negligence" defense, a "no significant fault or negligence" defense or otherwise, that he believed he would qualify or had qualified for a TUE; however, a Player is not otherwise precluded from introducing evidence of medical treatment in support of such a challenge.

4. EVALUATION AND TREATMENT FOR DRUGS OF ABUSE

A Player will be referred to the Treatment Board as a result of the use or suspected use of a Drug of Abuse. After a Player has tested positive for a Drug of Abuse for the first time, or is otherwise found to have used or possessed a Drug of Abuse, all subsequent positive test results for a Drug of Abuse, or other evidence of use or possession of a Drug of Abuse by the Player, will be referred to the Treatment Board for a determination whether the Player has complied with his Treatment Program and whether a new or revised Treatment Program is warranted.

A. Initial Evaluation

A Player found to have used or possessed a Drug of Abuse through a positive test result or otherwise, or who is suspected of having done so, will be referred to the Treatment Board for an Initial Evaluation (the "Initial Evaluation"). Any non 40-man roster players who have tested positive for a Drug of Abuse under the Minor League Drug Program in the previous twelve (12) months will be referred to the Treatment Board to continue their Treatment Program upon being added to the 40-man roster. The purpose of the Initial Evaluation is to ascertain whether the Player shall be placed on a Treatment Program and, if so, the type of Treatment Program that, in the opinion of the Treatment Board, would be most effective for the Player involved. The Initial Evaluation shall include at least one meeting between the Player and one or both of the Medical Representatives. After the first meeting, the Medical Representatives may determine that additional meetings and/or medical examinations, including a drug test, are necessary to complete the Initial Evaluation.

B. Treatment Program

1. After concluding the Initial Evaluation, and consulting with the other Treatment Board members, the Medical Representatives shall determine whether the Player should be placed on a Treatment Program, and, if so, the type of Treatment Program that, in the opinion of the Treatment Board, would be most effective. In devising the Treatment Program, the Medical Representatives may consult with other treating physicians or experts in the field and, unless the Treatment Board agrees otherwise, may not divulge the Player's name. The Treatment Program may include any or all of the following: counseling, inpatient treatment, outpatient treatment, follow-up testing, and alcohol monitoring through ethanol (and metabolite) testing if requested by the Player's treating doctor.

2. The Treatment Program must be in writing and signed by the Player, unless the Treatment Board approves an electronic method of confirming receipt of a Treatment Program. The Medical Representatives must inform the Player of the initial duration and content of the Treatment Program. During the course of the Player's Treatment Program, the Medical Representatives may change the duration (either longer or shorter) and the content of the Treatment Program, depending on the Player's progress. The Treatment Program may, upon determination by the Medical Representatives, be administered by someone other than the Medical Representatives (including a Club's Employee Assistance Professional ("EAP") and/or physician), but the Medical Representatives shall maintain overall supervision of the Treatment Program. The health care professionals treating the Player must provide the Medical Representatives, at a frequency identified in the Treatment Program, with regular written status reports on a standardized form that detail the Player's progress and compliance with the Treatment Program.

C. Failure to Comply with a Treatment Program

1. The Treatment Board will determine whether a Player has failed to cooperate with his Initial Evaluation or has failed to comply with his Treatment Program.

2. If the Treatment Board fails to reach a majority vote on whether a Player has failed to cooperate with his Initial Evaluation, or has failed to comply with his Treatment Program, the Fifth Member shall cast the deciding vote. The Fifth Member shall base his or her determination on the criteria set forth in Section 4.C.3 below.

3. The Treatment Board, including the Fifth Member when necessary, will make its determination whether a Player has failed to cooperate with an Initial Evaluation, or comply with a Treatment Program, by applying the following criteria:

> (a) A Player who refuses to submit to an Initial Evaluation, including any follow-up meetings or tests requested by the Medical Representatives, will be deemed to have violated Section 4.A of the Program.

(b) A Player who consistently fails to participate in mandatory sessions with his assigned health care professional will be deemed to have failed to comply with his Treatment Program.

(c) Absent a compelling justification, a Player will be presumed to have failed to comply with his Treatment Program if his assigned health care professional informs the Treatment Board in a status report that the Player is not cooperating with the requirements of his Treatment Program.

(d) If a Player tests positive for a Drug of Abuse after his evaluation by the Treatment Board and written commitment to a Treatment Program (excluding residual positives), the Player shall have the burden of convincing the Treatment Board (including any Fifth Member) that the positive test result did not result from a lack of commitment by the Player to his Treatment Program. In determining whether the Player has met his burden, the Treatment Board shall consider, among other things: (a) the Player's history of positive test results; (b) the evaluation of the Player's treating professional; and (c) the Player's willingness to consider other treatment options such as in-patient therapy.

4. Players who fail to cooperate with their Initial Evaluations or comply with their Treatment Programs will be subject to immediate discipline as set forth in Section 7.D of the Program.

D. Salary Retention

A Player shall be entitled to salary retention, over the course of his career, for the first thirty (30) days he is required under a Treatment Program to be in inpatient or outpatient treatment necessitating his absence from the Club. A Player shall be entitled to one-half salary retention, over the course of his career, for the thirty-first through sixtieth days he is required, under a Treatment Program, to be in inpatient treatment or outpatient treatment necessitating his absence from the Club. A Player shall not be entitled to salary retention, over the course of his career, for any period beyond the sixtieth day in the event he is required, under a Treatment Program or otherwise, to be in inpatient treatment or outpatient treatment necessitating his absence from the Club.

5. CONFIDENTIAL INFORMATION

The confidentiality of Player information is essential to the Program's success. To ensure that confidentiality is protected in all aspects of the Program's operation, the Parties agree to the following confidentiality provisions.

A. Definition

"Confidential Information" shall include the following categories of information: (i) all documents or information relating to testing performed on a Player pursuant to Section 3 of the Program; (ii) all documents or information relating to Therapeutic Use Exemptions pursuant to Section 3.H of the Program; (iii) all documents or information

relating to a Player's involvement with the Treatment Board as set forth in Section 4 of the Program; (iv) all documents or information relating to the discipline imposed on a Player; (v) the decision of the Arbitration Panel, and the record of proceedings before the Panel (including transcripts, exhibits, testimony and arguments); (vi) all documents or information received by the Parties from the Medical Testing Officer, the IPA, the Treatment Board, CDT, or any other third parties with whom the Parties jointly consult in connection with the administration of the Program; and (vii) all documents or information uncovered by the Commissioner's Office while investigating allegations that a Player has violated the Program (and the fact that an investigation is being conducted or has been conducted). "Confidential Information" shall not include information that has previously been made public or is made public by a source other than the Commissioner's Office (or its respective employees, agents or consultants).

B. Prohibition of Disclosure of Confidential Information

1. Except as specifically provided for in this Section 5, the Commissioner's Office, the Players Association, the Treatment Board, the IPA, the Medical Testing Officer, the Expert Panel on ADHD, the Medical Advisory Panel, CDT, any other third parties with whom the Parties jointly consult in connection with the administration of the Program, Club Personnel, and Players (and all of their members, affiliates, agents, consultants and employees) are prohibited from disclosing Confidential Information.

2. The Players Association, the Commissioner's Office and a Player may disclose Confidential Information to their respective attorneys (or certified agents), experts, or potential fact witnesses in connection with or in anticipation of a grievance or potential grievance challenging a Player's discipline or potential discipline. Each Party is responsible for ensuring that the individuals to whom they disclose Confidential Information pursuant to this Section 5.B.2 maintain the confidentiality of the information, and each Party will be deemed responsible for any unauthorized disclosures by persons to whom they provide Confidential Information.

3. If allegations relating to a Player's alleged violation of the Program that do not involve a positive test result become public through a source other than the Commissioner's Office or a Club (or their respective employees, agents, or consultants), the Commissioner's Office shall be permitted to issue a public statement stating that it is conducting an investigation of the allegations, and the Players Association shall be permitted to issue a public statement stating that it is monitoring the situation. Neither party shall disclose any Confidential Information unless otherwise authorized to do so under this Section 5.

4. The IPA may issue the reports contemplated by Section 1.A.2(f) and the Commissioner's Office and Players Association may provide a summary of the tests conducted pursuant to the Program (including the number of tests conducted and the number of positives broken down by Prohibited Substances) to a Congressional committee (or other legislative body with appropriate jurisdiction) requesting such information pursuant to a subpoena or other investigative effort, provided that the annual

report or the summary provided by one or more of the Parties does not disclose the name(s) (or other identifying characteristics) of any particular Player(s).

C. Public Disclosure of Player's Suspension

1. The Commissioner's Office may issue a statement announcing the suspension of a Player pursuant to Section 7 of the Program which includes the length of the suspension and the specific substance(s) and the category of Prohibited Substance (e.g., Performance Enhancing Substance, Stimulant, DHEA or Diuretic and Masking Agent) for which the Player tested positive or was found to have used, possessed, sold or distributed in the case of a violation of Sections 7.E., 7.F, or 7.G. The Commissioner's Office also may disclose if a Player's suspension is for a violation of Section 3.E.2 or 3.E.3. In the case of a suspension for a violation of Section 7.D, the Commissioner's Office may disclose that the Player was suspended for a violation involving a Drug of Abuse.

2. The Commissioner's Office may not announce the suspension of a Player in accordance with Section 5.C.1 above if the discipline is stayed pursuant to Section 8.C.3 or 8.D.1 of the Program. Notwithstanding the foregoing, the Commissioner's Office may publicly announce the discipline of a Player disciplined pursuant to Section 7.G.2 of the Program when such discipline is stayed if the allegations relating to the Player's violation of the Program previously have been made public through a source other than the Commissioner's Office or a Club (or their respective employees, agents, or consultants).

3. The Commissioner's Office shall enter a Player's suspension into the Electronic Baseball Information System as a suspension for a specified number of days or games for violation of the Program. However, the Commissioner's Office may not enter the suspension of a Player into the Electronic Baseball Information System if the discipline is stayed pursuant to Section 8.C.3 or 8.D.1 of the Program.

4. If the discipline of a Player is stayed pursuant to Sections 8.C.3 or 8.D.1 of the Program, and the Panel determines that no discipline is appropriate, Confidential Information as defined in Section 5.A shall also include the fact that an arbitration hearing occurred.

5. The Player's Club may issue a public statement in response to the announcement of a Player's suspension under this Section 5.C provided that a draft of the statement is sent to the Players Association at least sixty (60) minutes prior to its issuance, and the Club considers in good faith any comments provided by the Players Association.

6. The Player may issue a public statement in response to the announcement of his suspension under this Section 5.C provided that a draft of the statement is sent to the Commissioner's Office at least sixty (60) minutes prior to its issuance, and the Player considers in good faith any comments provided by the Commissioner's Office or the Player's Club.

D. Disclosure of Information to Clubs

1. The Commissioner's Office may notify a Club's General Manager when a Player is placed on a Treatment Program. A Club whose Player is on a Treatment Program is prohibited from disclosing any information regarding the Player's Treatment Program, his progress thereunder, and any discipline imposed upon the Player by the Commissioner's Office to the public, the media or other Clubs. Notwithstanding this prohibition, a Club is permitted to discuss a Player's Treatment Program progress with another Club that is interested in acquiring such Player's contract if the Club receives the Player's prior written consent to release his Treatment Program history.

2. The Treatment Board also may advise Club personnel, including the Club physician or the Club's EAP, of the requirements of a Player's Treatment Program to the extent necessary to effectively administer the Treatment Program or monitor the Player's compliance with such program.

E. Public Statements Undermining Integrity of the Program

1. If the Players Association, a Player or a Player's representative(s) make public statements which: (i) undermine the integrity and/or credibility of the Program; (ii) disparage the IPA, representatives of CDT, the Testing Laboratory, or any other third parties with whom the Parties jointly consult in connection with the administration of the Program; or (iii) discuss evidence uncovered by the Commissioner's Office in an investigation, potential defenses in an arbitration, or the credibility of potential witnesses, the Commissioner's Office shall have the right to disclose Confidential Information regarding the Player's actual or alleged violation of the Program to respond to the public statements. The Commissioner's Office may disclose Confidential Information only in response to a public statement(s) if it believes in good faith that the disclosure of the Confidential Information is necessary to respond adequately to the substance of the triggering statement(s).

2. The Commissioner's Office's right to respond under this Section shall not be triggered by a general denial that the Player violated the Program, a general denial of the allegations, a statement that the Player intends to challenge discipline through the grievance and arbitration process, or comments or a statement of which the substance was approved in advance by the Commissioner's Office. The Commissioner's Office may not issue a public response that discloses Confidential Information unless and until it has provided the Players Association with notice of its intention to respond to specific comments under this Section 5.E (such notice to include a written summary of its proposed response). If the Players Association believes the Commissioner's Office's proposed response violates this Section 5.E, it may seek an order from the Panel Chair preventing the Commissioner's Office from issuing its intended response pursuant to the following procedures:

(a) The Players Association must attempt to contact the Panel Chair to schedule a telephone hearing within sixty (60) minutes of receiving the written

summary provided by the Commissioner's Office. The Panel Chair shall schedule a telephone hearing to resolve the issue as soon as possible, but no later than two hours after being contacted by the Players Association. If the Players Association is unable to reach the Panel Chair within sixty (60) minutes of receiving the written summary, or the Panel Chair is unable to conduct a telephone hearing within two hours of being contacted by the Players Association, the Parties shall contact the Alternate Panel Chair to determine whether he or she can schedule a telephone hearing within two hours of being notified of the matter.

(b) The Panel Chair, or Alternate Panel Chair, shall endeavor to issue a ruling on the Players Association's application immediately upon the conclusion of the telephone hearing and, in all cases, within one (1) hour of the conclusion of the telephone hearing unless exceptional circumstances necessitate a longer time period (e.g., the need to review voluminous documents, etc.).

(c) The Commissioner's Office shall refrain from issuing any public response that discloses Confidential Information until after the Players Association's petition has been resolved by the Panel Chair. However, nothing in this Section 5.E shall prohibit the Commissioner's Office from publicly responding to a triggering statement before the Players Association's petition has been resolved by the Panel Chair, provided that such public response does not disclose any Confidential Information as defined herein.

(d) If neither the Panel Chair nor the Alternate Panel Chair are able to conduct a telephone hearing on the Players Association's application in the time-frame required by this Section, the Commissioner's Office shall be permitted to issue a statement that it cannot adequately respond to the public statements until the completion of a hearing before the Panel Chair or Alternate Panel Chair regarding its right to release Confidential Information.

3. If the Commissioner's Office or a Club (or their respective employees, agents or consultants) make public statements which: (i) undermine the integrity and/or credibility of the Program; (ii) disparage the IPA, representatives of CDT, the Testing Laboratory, or any other third parties with whom the Parties jointly consult in connection with the administration of the Program; or (iii) discuss evidence uncovered by the Commissioner's Office in an investigation, potential defenses in an arbitration, or the credibility of potential witnesses, the Players Association shall have the right to disclose Confidential Information to respond to the public statements. The Players Association may disclose Confidential Information only in response to a public statement(s) if it believes in good faith that the disclosure of the Confidential Information is necessary to adequately respond to the substance of the triggering statement(s).

4. The Players Association's right to respond under Section 5.E.3 shall not be triggered by the Office of the Commissioner's general acknowledgement that it is investigating alleged Program violations, by general statements pertaining to its right to conduct investigations pursuant to the Program, or by a statement of which the substance

was approved in advance by the Players Association. The Players Association may not issue a public response that discloses Confidential Information unless and until it has provided the Commissioner's Office with notice of its intention to respond to specific comments under this Section 5.E (such notice to include a written summary of its proposed response). If the Commissioner's Office believes that the Players Association's proposed response violates this Section 5.E, it may seek an order from the Panel Chair preventing the Players Association from issuing its intended response, pursuant to the same procedures set forth in Section 5.E.2 above governing an application by the Players Association regarding a proposed statement by the Commissioner's Office.

F. Enforcement

1. Either the Commissioner's Office or the Player's Association may file a grievance under Article XI of the Basic Agreement if the other Party violates this Section 5.

2. In any grievance, the grieving Party shall have the burden of proof with respect to establishing the violation. Introduction of material**s** published or reported by the media that do not identify with particularity the source of the Confidential Information will not be sufficient to establish a violation without additional evidence.

G. Maintenance of Testing Records

Testing records shall be maintained in accordance with the procedures set forth in the Document Retention section of the Program's Collection Procedures and Testing Protocols. The Parties shall also establish a comprehensive plan for the security of Program-related communications, data storage, and transmission (including, but not limited to, test results, collection information and TUE documentation) and require all outside entities handling or having access to any confidential or sensitive data (e.g., the IPA, CDT, and the Testing Laboratory) to demonstrate active compliance with these established standards.

6. DISCLOSURE IN RESPONSE TO LEGAL PROCESS

1. For purposes of this Section 6, a "governmental investigation" shall mean any subpoena issued, warrant obtained, or other investigative effort employed by any governmental body with the intention of securing information relating to the drug test results of a particular Player or particular Players (as opposed to the summary information referenced in Section 5.B.4 above). Notwithstanding the foregoing, any such subpoena, warrant or other effort to secure information (i) that is supported by individualized probable cause regarding a particular Player or Players, and (ii) in which the evidence supporting such cause did not arise from the operation of the Program, and (iii) in which the information requested or obtained relates only to that particular Player or those particular Players shall not be considered a "governmental investigation" within the meaning of this Section 6. Moreover, a subpoena or other discovery request issued by a private party that seeks confidential information in connection with civil litigation

shall not be considered a "governmental investigation," even if the subpoena or discovery request is enforced by a court at the request of a private party.

2. Either Party shall notify the other upon learning of a governmental investigation. Both Parties shall resist any governmental investigation by all reasonable and appropriate means including, when necessary, initiation and prosecution of legal proceedings. The Parties shall divide equally the costs incurred in connection with such efforts to resist and shall confer as to other aspects of their efforts.

3. Unless the Parties agree otherwise, all testing pursuant to Sections 3.A.1, 3.A.2 and 3.A.3 above shall be suspended immediately upon the Parties' learning of a governmental investigation. Such a suspension will remain in effect until the governmental investigation is withdrawn, or until the Parties have successfully resisted the governmental investigation at the trial court level, or until the Parties otherwise agree to resume testing. If the Parties have successfully resisted an investigation at the trial court level, and that decision thereafter is set aside by an appellate court, all testing pursuant to Section 3.A.1, 3.A.2 and 3.A.3 shall again be suspended. If a suspension is in place for twelve (12) months consecutively, either Party may reopen the Program by providing notice within twenty (20) days thereafter. The Program will remain in effect for thirty (30) days after such notice to reopen is provided.

4. The Parties shall notify one another immediately upon being made aware that a private party has made an attempt to obtain confidential information through civil litigation, discovery requests in a civil proceeding, or through other similar means. Although not a "government investigation," the Parties will use all reasonable means to resist any such effort by a private party to obtain confidential information about the testing program through civil litigation, including, but not limited to, the filing of a motion to quash in the appropriate court. The Parties shall divide equally the costs incurred in connection with such efforts to resist and shall confer as to other aspects of their efforts.

5. The IPA, CDT, the Testing Laboratory and/or any other third parties with whom the Parties jointly consult in connection with the administration of the Program will immediately report to the Parties any legal process attempting to secure any data linking Player names, Baseline Values or other information to personal identification numbers described in Section 3.A.4. If any such legal process is served, the Parties shall suspend the longitudinal profile program until that attempt is withdrawn or successfully resisted, unless the legal process does not constitute a government investigation or the Parties agree otherwise. If the attempt seeks any other additional information, the provisions of this Section 6 will govern.

7. DISCIPLINE

A. Performance Enhancing Substance Violations

A Player who tests positive for a Performance Enhancing Substance will be subject to the discipline set forth below. For purposes of this Section 7.A, a prior violation of Section 7.E, 7.F, and/or 7.G.2 involving a Performance Enhancing Substance that results in at least a 30-game suspension shall be deemed a prior violation of Section 7.A in determining whether the positive test constitutes the Player's first, second or third violation of Section 7.A.

1. First violation: 80-game suspension;

2. Second violation: 162-game/183-days of pay suspension; and

3. Third violation: Permanent suspension from Major League and Minor League Baseball; provided, however, that a Player so suspended may apply, no earlier than one (1) year following the imposition of the suspension, to the Commissioner for discretionary reinstatement after a minimum period of two (2) years. The Commissioner shall hear any such reinstatement application within thirty (30) days of its filing and shall issue his determination within thirty (30) days of the closing of the application hearing. A Player may challenge the Commissioner's determination on such application under the Grievance Procedure set forth in Article XI of the Basic Agreement and any such challenge may include a claim that a suspension beyond two (2) years would not be for just cause; provided, however, that the Arbitration Panel shall have no authority to reduce any suspension imposed pursuant to this Section 7.A.3 to a period of less than two (2) years. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 7.A.3 is prohibited from attending Spring Training or entering Club facilities during his permanent suspension.

B. Stimulant Violations

A Player who tests positive for a Stimulant will be subject to the discipline set forth below. For purposes of this Section 7.B, a prior violation of Section 7.E, 7.F, and/or 7.G.2 involving a Stimulant that results in at least a 25-game suspension shall be deemed a prior violation of Section 7.B in determining whether the positive test constitutes the Player's first, second, third or fourth violation of Section 7.B.

1. First violation: Follow-up testing pursuant to Section 3.C.2 above;

2. Second violation: 50-game suspension;

3. Third violation: 100-game suspension; and

4. Fourth and subsequent violation: Suspension for just cause by the Commissioner, up to permanent suspension from Major League and Minor League Baseball, which

penalty shall be subject to challenge before the Arbitration Panel. A Player who is permanently suspended pursuant to this Section 7.B.4 shall have the same right to seek reinstatement, and challenge any denial of such a request, as a Player who is permanently suspended pursuant to Section 7.A.3 above. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 7.B.4 is prohibited from attending Spring Training or entering Club facilities during his permanent suspension.

C. DHEA Violations

A Player who tests positive for DHEA will be subject to the discipline set forth below. For purposes of this Section 7.C, a prior violation of Section 7.E, 7.F, and/or 7.G.2 involving DHEA that results in at least a 25-game suspension shall be deemed a prior violation of Section 7.C in determining whether the positive test constitutes the Player's first, second, third or fourth violation of Section 7.C.

1. First violation: Follow-up testing pursuant to Section 3.C.2 above;

2. Second violation: 25-game suspension;

3. Third violation: 80-game suspension; and

4. Fourth and subsequent violation: Suspension for just cause by the Commissioner, up to permanent suspension from Major League and Minor League Baseball, which penalty shall be subject to challenge before the Arbitration Panel. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 7.C.4 is prohibited from attending Spring Training or entering Club facilities during his permanent suspension.

D. Failure to Comply with an Initial Evaluation or a Treatment Program

A Player who is determined by the Treatment Board to have not complied with an Initial Evaluation or a Treatment Program for a Drug of Abuse will be subject to the discipline set forth below. If the Treatment Board determines that a Player refused to submit to an Initial Evaluation, or refused to participate in mandatory sessions with his assigned health professional, the Player will be subject to discipline for just cause by the Commissioner without regard to the progressive discipline schedule set forth below. For all other violations, the Player will be subject to the following discipline schedule:

1. First failure to comply: At least a 15-game but not more than a 25-game suspension;

2. Second failure to comply: At least a 25-game but not more than a 50-game suspension;

3. Third failure to comply: At least a 50-game but not more than a 75-game suspension;

4. Fourth failure to comply: At least a one-year suspension; and

5. Any subsequent failure to comply by a Player shall result in the Commissioner imposing further discipline on the Player. The level of the discipline will be determined consistent with the concept of progressive discipline. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 7.D.5 is prohibited from attending Spring Training or entering Club facilities during his permanent suspension.

E. Conviction for the Use or Possession of a Prohibited Substance

A Player who is convicted or pleads guilty (including a plea of *nolo contendere* or similar plea but not including an adjournment contemplating dismissal or a similar disposition) to the possession or use of any Prohibited Substance (including a criminal charge of conspiracy or attempt to possess or use) shall be subject to the discipline set forth below. For purposes of this Section 7.E, a prior violation of Section 7.A, 7.F and/or 7.G.2 involving a Performance Enhancing Substance that results in at least a 30-game suspension shall be deemed to be a prior offense involving a Performance Enhancing Substance under this Section 7.E for purposes of determining whether the conviction or guilty plea constitutes the Player's first, second or third offense involving a Performance Enhancing Substance. For purposes of this Section 7.E, a prior violation of Section 7.B, 7.C, 7.F and/or 7.G.2 involving a Stimulant, DHEA, or a Drug of Abuse that results in at least a 25-game suspension shall be deemed to be a prior offense involving a Stimulant, DHEA, or a Drug of Abuse under Section 7.E for purposes of determining whether the conviction or guilty plea constitutes the Player's first, second or third offense involving a Stimulant, DHEA, or a Drug of Abuse.

1. First offense involving a Performance Enhancing Substance: 80-game suspension; First offense involving a Stimulant, DHEA, or a Drug of Abuse: At least a 25-game but not more than a 50-game suspension.

2. Second offense involving a Performance Enhancing Substance: 162-game/183-days of pay suspension; Second offense involving a Stimulant, DHEA or a Drug of Abuse: At least a 50-game but not more than a 100-game suspension.

3. Third offense involving a Performance Enhancing Substance: Permanent suspension from Major League and Minor League Baseball; provided, however, that a Player so suspended may apply, no earlier than one (1) year following the imposition of the suspension, to the Commissioner for discretionary reinstatement after a minimum period of two (2) years. The Commissioner shall hear any such reinstatement application within thirty (30) days of its filing and shall issue his determination within thirty (30) days of the closing of the application hearing. A Player may challenge the Commissioner's determination on such application under the Grievance Procedure set

forth in Article XI of the Basic Agreement and any such challenge may include a claim that a suspension beyond two (2) years would not be for just cause; provided, however, that the Arbitration Panel shall have no authority to reduce any suspension imposed pursuant to this Section 7.E.3 to a period of less than two (2) years. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 7.E.3 is prohibited from attending Spring Training or entering Club facilities during his permanent suspension.

4. Third offense involving a Stimulant, DHEA, or a Drug of Abuse: One-year suspension, and any subsequent offense shall result in a suspension for just cause by the Commissioner, up to permanent suspension from Major League and Minor League Baseball, which penalty shall be subject to challenge before the Arbitration Panel. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 7.E.4 is prohibited from attending Spring Training or entering Club facilities during his permanent suspension.

F. Participation in the Sale or Distribution of a Prohibited Substance

A Player who participates in the sale or distribution of a Prohibited Substance shall be subject to the following discipline:

1. First offense involving a Performance Enhancing Substance: At least an 80-game but not more than a 100-game suspension; First offense involving a Stimulant, DHEA or a Drug of Abuse: At least a 60-game but not more than a 90-game suspension. Notwithstanding the foregoing, if the Player previously was suspended for a minimum of 30 games for a violation of Section 7.A, 7.E and/or 7.G.2 involving a Performance Enhancing Substance, the penalty for a first offense involving a Performance Enhancing Substance shall be a 162-game suspension and a loss of 183 days of pay.

2. Second offense involving a Performance Enhancing Substance: Permanent suspension from Major League and Minor League Baseball; provided, however, that a Player so suspended may apply, no earlier than one (1) year following the imposition of the suspension, to the Commissioner for discretionary reinstatement after a minimum period of two (2) years. The Commissioner shall hear any such reinstatement application within thirty (30) days of its filing and shall issue his determination within thirty (30) days of the closing of the application hearing. A Player may challenge the Commissioner's determination on such application under the Grievance Procedure set forth in Article XI of the Basic Agreement and any such challenge may include a claim that a suspension beyond two (2) years would not be for just cause; provided, however, that the Arbitration Panel shall have no authority to reduce any suspension imposed pursuant to this Section 7.F.2 to a period of less than two (2) years. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 7.F.2 is prohibited from attending Spring Training or entering Club facilities during his permanent suspension

3. Second offense involving a Stimulant, DHEA or a Drug of Abuse: Two-year suspension, and any subsequent offense shall result in disciplinary action for just cause by the Commissioner, up to permanent suspension from Major League and Minor League Baseball, which penalty shall be subject to challenge before the Arbitration Panel. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 7.F.3 is prohibited from attending Spring Training or entering Club facilities during his permanent suspension.

G. Other Violations

1. For purposes of the penalties in Sections 7.A and 7.B above, a positive test result reported prior to the first 2006 Spring Training voluntary reporting date shall not be considered in determining the number of times that a Player has tested positive under the Program.

2. A Player may be subjected to disciplinary action for just cause by the Commissioner for any Player violation of Section 2 above not referenced in Section 7.A through 7.F above, including, but not limited to, non-analytical positives. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 7.G.2 is prohibited from attending Spring Training or entering Club facilities during his permanent suspension.

H. Suspensions

1. For purposes of this Section 7, and except as set forth below in Sections 7.H.4 and 7.H.5, a "game" shall include all championship season games and post-season games, including any tie-breaker games, in which the Player would have been eligible to play, but shall not include Spring Training games, extended Spring Training games, Arizona Fall League games, or affiliated Winter League games. For a Player whose contract has been assigned to the Minor Leagues, or who is signed to a Minor League contract, a "game" shall include all Minor League regular season and post-season games for which he would have been eligible to play. A Player shall be deemed to have been eligible for a Major League post-season or tie-breaker game if he was on the Club's active roster (as that term is used in Article XV(E)(1) of the Basic Agreement) immediately preceding his suspension; a Player on a Club's Disabled List immediately preceding his suspension shall be deemed to have been eligible for a post-season or tie-breaker game if it is reasonable to conclude that he would have been eligible but for his suspension. A Player whose suspension begins during (or extends into) the off-season shall begin (or resume) serving his suspension with the next "game" for which he otherwise would have been eligible to play.

2. Any Player who is suspended for a violation of Sections 7.A, 7.E, 7.F, or 7.G.2 involving a Performance Enhancing Substance or Section 7.B.3 or 7.B.4 involving a Stimulant (including pursuant to Section 7.K.3 based on a violation involving a Diuretic and Masking Agent) shall be barred from participating in the Major League or Minor League post-season (including, without limitation, being in uniform during his Club's

post-season games) during the season in which his suspension commenced even after completion of his suspension. A Player who began serving a 162-game suspension for a violation involving a Performance Enhancing Substance on the first day of a championship season also will be ineligible to participate in any tie-breaker games during that season after the completion of his suspension. Any Player who is suspended for a violation of the Minor League Drug Program involving a Performance Enhancing Substance (including pursuant to Section 7.K.3 based on a violation involving a Diuretic and Masking Agent) that is also banned under the Program and is subsequently promoted to the 40-man roster is barred from participating in the Major League or Minor League post-season that follows the season in which his suspension under the Minor League Drug Program commenced, even after completion of his suspension. Notwithstanding the foregoing, a Player will be permitted to participate in the post-season during the season in which his suspension commenced if the Arbitration Panel reduced the length of a Player's suspension pursuant to Section 8.B.4 below based on its determination that the Player's positive test result was not the result of his significant fault or negligence.

3. A Player is ineligible to be elected or selected to the All-Star Game (and will not receive any benefits connected with such an election or selection) if he is suspended for violating the Program at any time during the off-season, Spring Training or the championship season prior to the All-Star Game.

4. Except for Players whose suspension has been reduced pursuant to Section 8.B.4 below, any Player who is not eligible for reinstatement from his suspension within the first forty (40) games of the upcoming championship season shall be prohibited from participating in Major League Spring Training games, but shall be permitted to participate in "B" games where no tickets are sold. Pursuant to Section 7.H.I, however, any such games missed will not be considered "games" for purposes of determining the duration of the Player's suspension.

5. Any Player who is suspended under any Section of the Program shall be ineligible to participate in the Arizona Fall League during the term of his suspension. Pursuant to Section 7.H.I, however, any such games missed will not be considered "games" for purposes of determining the duration of the Player's suspension.

6. All suspensions imposed pursuant to this Section 7 shall be without pay. The number of days of pay a Player shall lose while suspended shall equal the number of championship season days he is on the Restricted List as a result of the suspension. In no event shall a Player who is suspended for 162 games under Section 7.A, 7.E, 7.F or 7.G.2 effective opening day of the championship season receive pay for any portion of that championship season.

7. Players' Pool.

(a) For a suspension imposed pursuant to Sections 7.A (which was not reduced by the Arbitration Panel pursuant to Section 8.B.4 below), 7.E, 7.F or 7.G.2 involving a Performance Enhancing Substance (including pursuant to

Section 7.K.3 based on a violation involving a Diuretic and Masking Agent), a Player shall be ineligible in the season in which his suspension commenced to: (i) receive an automatic full share of the Players' Pool under Major League Rule 45(b)(4); (ii) vote on the distribution of the Player's Pool pursuant to Major League Rule 45(b)(3); or (iii) receive a percentage of the Players' Pool. A Player covered by the preceding sentence shall be eligible to receive a cash award of a defined dollar value pursuant to Major League Rule 45(b)(3), provided that the dollar value of the cash award cannot exceed the value of a full share multiplied by a fraction, the numerator of which is the combined number of championship season and post-season games of the Club minus the number of those games that Player missed as a result of his suspension, and the denominator of which is the number of championship season and post-season games of the Club.

(b) For suspensions under the Program not covered by Section 7.H.5(a) above (including suspensions pursuant to Section 7.A. that were reduced by the Arbitration Panel pursuant to Section 8.B.4 below), a Player whose suspension includes a majority of his post-season games and who, by operation of Major League Rule 45(b)(3) would be entitled to a full share of the Player's Pool created pursuant to Article X of the Basic Agreement, shall have his share reduced by the proportion of his Club's regular season games he missed due to the suspension.

8. During the term of his suspension, a Player may consent to an assignment to a Minor League affiliate of his Club under the terms of Article XIX(C)(1) and (3) of the Basic Agreement, except as modified above with respect to salary and except that such assignment shall not exceed six (6) days for a Player suspended between ten (10) and twenty (20) games; ten (10) days for a Player suspended between twenty-one (21) and thirty (30) games; twelve (12) days for a Player suspended between thirty-one (31) and fifty (50) games; and fifteen (15) days for a Player suspended for fifty-one (51) games or more.

I. Placement on and Reinstatement from Restricted List

A Player shall be placed on the Restricted List during the term of any suspension imposed under this Section 7. Any suspension that occurs during the off-season shall result in the Player being placed on the Restricted List immediately upon public announcement. A Player suspended under this Section 7 shall not receive Major League Service while suspended and on the Restricted List for a violation of the Program, except that a Player who has his suspension reduced by twenty (20) or more games pursuant to Section 8.B.4 shall receive Major League Service during his suspension. Notwithstanding anything to the contrary in Major League Rule 16(a), a Player suspended under this Section 7 shall be reinstated from the Restricted List immediately at the conclusion of the specified period of ineligibility.

J. Completion of Minor League Discipline

A Player suspended under the Minor League Drug Program who is selected to or otherwise placed on a 40-man roster before such suspension is complete shall be suspended at the Major League level for the lesser of: (a) the remainder of the suspension imposed under the Minor League Drug Program or (b) the difference between the maximum penalty that could have been imposed under this Program (had each of the Player's violations occurred while he was on a 40-man roster) and the number of games already served by the Player at the Minor League level. In addition, as stated in Section 7.H.2 above, any Player who is suspended under the Minor League Drug Program involving a Performance Enhancing Substance that is also banned under the Program and is subsequently promoted to the 40-man roster is barred from participating in the Major League post-season that follows the season in which his suspension under the Minor League Drug Program commenced, even after completion of his suspension. A Player who tests positive under the Minor League Drug Program, or who has otherwise violated the Minor League Drug Program, and who is not notified of that positive test result or of the violation until after his promotion to a 40-man roster shall be treated as if the Player tested positive under or violated this Program. Notwithstanding the preceding sentence, in any such challenge to a positive test result or violation that occurred under the Minor League Drug Program, the terms of the Minor League Drug Program (including, but not limited to, its Collection Procedures and Testing Protocols) shall govern, except with respect to the level of discipline imposed and the Player's appeal rights, which shall be governed by Sections 5, 6, 7 and 8 of this Program. Except as provided in this Section 7.J, a violation of the Minor League Drug Program shall not be considered as a violation of this Program for any purpose under this Section 7.

K. Multiple Substances

1. If a single specimen is positive (within the meaning of Section 3.E.1) for more than one category of Prohibited Substances, the Player shall serve the longer applicable suspension only, and the Commissioner's Office will disclose, pursuant to Section 5.C.1 above, the specific substance and the category of Prohibited Substance which resulted in the suspension of that length. However, for purposes of determining the appropriate level of discipline for future positive test results and non-analytical violations, the Player shall be treated as if he was disciplined for each positive test result separately.

2. A Player who violates Section 3.E.2 shall be considered to have tested positive for the category of Prohibited Substance that, given his testing history, will result in the longest suspension. A violation of Section 3.E.2 shall be considered a prior offense only if the Player subsequently tests positive for, or is otherwise determined to have used or possessed, that category of Prohibited Substance.

3. A Player who violates Section 3.E.3 shall be considered to have tested positive for the category of Prohibited Substance that, given his testing history, will result in the longest suspension. Such a violation shall be considered a prior offense only if the Player subsequently tests positive for, or is otherwise determined to have used or possessed, that category of Prohibited Substance. Notwithstanding the preceding sentence, if the Player can demonstrate by clear and convincing evidence that his conduct was not related to the

category of Prohibited Substance for which he was considered to have tested positive, he shall be considered to have tested positive for the category of Prohibited Substance for the use of which he was attempting to avoid detection. Such a violation shall be considered a prior offense only if the Player subsequently tests positive for, or is otherwise determined to have used or possessed, the category of Prohibited Substance for the use of which the Player was attempting to avoid detection. Notwithstanding the foregoing, if a Player successfully demonstrates that he was attempting to avoid detection of a Stimulant , and he has never previously tested positive for a Stimulant , he shall be suspended for 50 games, but he shall be considered to have only one prior Stimulant offense should he subsequently test positive for, or is otherwise determined to have used or possessed, a Stimulant. If a Player successfully demonstrates that he was attempting to avoid detection of DHEA, and he has never previously tested positive for DHEA, he shall be suspended for 25 games, but he shall be considered to have one only one prior DHEA offense should he subsequently test positive for, or is otherwise determined to have used or possessed DHEA.

L. Notice to the Player

If the notification requirements of Section 3.F are satisfied, a Player will not be disciplined for a second or subsequent positive test result involving a Prohibited Substance that occurred prior to the time that the Player received actual notice of his first positive test result for the same Prohibited Substance, provided that the Player's discipline for his first positive test result was not overturned or rescinded.

M. Exclusive Discipline

All authority to discipline Players for violations of the Program shall repose with the Commissioner's Office. No Club may take any disciplinary or adverse action against a Player (including, but not limited to, a fine, suspension, or any adverse action pursuant to a Uniform Player's Contract) because of a Player's violation of the Program. Nothing in this Section 7.M is intended to address whether: (i) a Club may take adverse action in response to a Player's failure to render his services due to a disability resulting directly from a physical injury or mental condition arising from his violation of the Program; or (ii) a Club may withhold salary from a Player for any period he is unavailable because of legal proceedings or incarceration arising from his violation of the Program.

8. APPEALS

A. Arbitration Proceedings

1. **Arbitration Panel Review:** The Arbitration Panel shall have jurisdiction to review any determination that a Player has violated the Program, or any determination made pursuant to Section 3.H (Therapeutic Use Exemption). Any dispute regarding the level of discipline within the ranges set forth in Section 7 is also subject to review by the Arbitration Panel and any such review shall include whether the level of discipline imposed was supported by just cause; provided, however, that the Arbitration Panel shall

have no authority to reduce the discipline imposed by the Commissioner's Office below the stated minimum level established for the specific violation as set forth in Section 7, except as expressly provided for in Section 8.B.4 below.

2. **Conduct of Arbitration:** The Players Association and the Player will be represented during the Grievance Procedure and arbitration proceedings only by in-house counsel of the Players Association and/or by outside counsel appointed by the Players Association. The Commissioner's Office will be represented only by in-house counsel of the Commissioner's Office and/or by outside counsel appointed by the Commissioner's Office.

B. Challenges to a Positive Test Result

1. **The Burden of Proving the Violation:** In any case involving an alleged violation of Section 3.E.1, the Commissioner's Office shall have the burden of establishing that a Player's test result was "positive" (as that term is defined therein), and that the test result was obtained pursuant to a test authorized under the Program and was conducted in accordance with the Collection Procedures and Testing Protocols of the Program and the protocols of the Testing Laboratory (herein collectively "the Collection Procedures"). The Commissioner's Office is not required to otherwise establish intent, fault, negligence or knowing use of a Prohibited Substance on the Player's part. The Commissioner's Office may establish that a test result was "positive" by introducing the Certificate of Analysis provided by the Medical Testing Officer, and by demonstrating that the test result was for a Prohibited Substance as defined in Section 2 of the Program at the level required by the Testing Protocols. The Commissioner's Office may rely solely on the information contained in the litigation package described in Section 8.C.1(a) to demonstrate that the test was conducted in accordance with the Collection Procedures, including, without limitation, that the chain of custody of the specimen was maintained.

In addition, in any case involving a positive test result for hGH, the Commissioner's Office shall have the burden of establishing the presence of hGH in the Player's blood specimen. As part of meeting that burden, the Commissioner's Office shall be required to establish the accuracy and reliability of the blood test administered to the Player. The Players Association and the Player may present any evidence in response, and the Parties' agreement to allow the test to be conducted shall be irrelevant to the Arbitration Panel's determination as to whether the Commissioner's Office has met that burden. The Commissioner's Office is not required to otherwise establish intent, fault, negligence, or knowing use of hGH on the Player's part to establish a violation.

2. **Challenges to the Proof of the Violation:** The Player may challenge the initial showing by the Commissioner's Office that the result was "positive" or that it was obtained pursuant to a test authorized under the Program and was conducted in accordance with the Collection Procedures.

If the Player alleges a deviation from the Collection Procedures, the Commissioner's Office will carry its burden (a) by demonstrating that there was no

deviation; (b) by demonstrating that the deviation was authorized by the parties or by the IPA in an individual case (provided that the IPA acted within the authority delegated to him under the Program); or (c) by demonstrating that the deviation did not affect the accuracy or reliability of the test result.

3. **Affirmative Defense:** A Player is not in violation of the Program if the presence of the Prohibited Substance in his test result was not due to his fault or negligence. The Player has the burden of establishing this defense. A Player cannot satisfy his burden by merely denying that he intentionally used a Prohibited Substance; the Player must provide objective evidence in support of his denial. Among other things, such objective evidence may question the accuracy or reliability of the "positive" test result.

4. **Mitigation:** If a Player proves by clear and convincing evidence that he bears no significant fault or negligence for the presence of the Performance Enhancing Substance or Diuretic and Masking Agent in his test result, the Arbitration Panel may reduce the mandated suspension set forth in Section 7.A, subject to the following: (i) the Panel may not reduce the penalty for a first-time violation to fewer than thirty (30) games; (ii) the Panel may not reduce the penalty for a second-time violation to fewer than sixty (60) games; and (iii) the Panel may not reduce the penalty for a third-time violation. Notwithstanding the foregoing, the Panel shall have no authority to reduce the mandated penalty under Section 7.A if the discipline issued pursuant to Section 7.A was based on a positive test result for any of the following Performance Enhancing Substances listed in Section 2.B: Testosterone (No. 61); Human Growth Hormone (hGH), Secretagogues and Peptides, including Alexamorelin, Anamorelin, AOD-9604, CJC-1295, Growth Hormone Releasing Hormone (GHRH), Growth Hormone Releasing Peptides (GHRP), Hexarelin, Ibutamoren (MK-0677), Ipamorelin, Myostatin Inhibitors, Pralmorelin, Sermorelin, Tesamorelin, Thymosin Beta 4 (TB-500), and Triptorelin (No. 68); Chorionic Gonadotrophin (hCG) and Luteinizing Hormone (LH) (No. 70); Selective Estrogen Receptor Modulators, including Raloxifen, Tamoxifen and Toremifen (No. 72); Other Antiestrogens, including Clomiphene, Cyclofenil, and Fulvestrant (No. 73); Boldenone (No. 11) (and metabolites); Nandrolone (No. 48) (and metabolites); and Stanozolol (No. 59) (and metabolites). A Player cannot satisfy his burden under this Section by merely denying that he intentionally used a Performance Enhancing Substance or Diuretic and Masking Agent; the Player must provide objective evidence in support of his denial.

C. Procedures for Appeal of a Positive Test Result for a Performance Enhancing Substance or a Second and Subsequent Positive Test Result for a Stimulant or DHEA

The following procedures shall apply when the Medical Testing Officer reports to the IPA a test result for a Player that may be a positive test result for a Performance Enhancing Substance or a second or subsequent positive test result for a Stimulant or DHEA.

1. As required by Section 3.F above, the IPA shall immediately provide notice to the Parties of a reported positive test result, including a copy of the Certificate of Analysis

provided by the Medical Testing Officer. The Players Association shall then notify the Player of the reported result within the time parameters set forth in Section 3.F.

(a) After having provided notice to the Parties, the IPA shall provide to the Parties at the same time and as soon as practical, but in any event at least one day before the "B" specimen test is conducted, the documentation package prepared by the Medical Testing Officer for the "A" specimen. The IPA also shall direct the Medical Testing Officer to make arrangements for a "B" specimen test, which may be observed by a representative of the Player, the Players Association and/or the Commissioner's Office. Absent extraordinary circumstances, such test shall be completed within seven (7) days. The IPA shall provide to the Parties at the same time and as soon as practical the documentation package prepared by the Medical Testing Officer for the "B" specimen. (The documentation packages for the "A" and "B" specimens collectively will be referred to as the "litigation package.")

(b) If a Player wishes to invoke Section 3.G above ("Multiple Discipline for the Same Use"), he shall make application to the IPA within three (3) business days of being notified of the positive test result. The IPA shall then refer the matter to the Medical Testing Officer, consistent with Sections 1.E and 3.H. The Medical Testing Officer shall forward his or her opinion to the IPA. The IPA shall forward such opinion to the Parties as part of the litigation package.

(c) If a dispute arises regarding the application of Section 3.H above ("Therapeutic Use Exemption") in connection with a positive test result, information regarding that dispute shall be gathered and distributed to the Parties as part of the litigation package.

2. The Parties shall confer regarding the reported positive test result within three (3) business days following the day of their receipt of all of the information called for in Section 8.C.1 above (the "8.C.2 Conference"). The Parties' discussions shall be considered confidential and not admissible in any Grievance challenging the reported test result. If the Parties agree that the result is not a positive test result within the meaning of the Program, notice thereof shall be provided to the Player. If the Parties agree to hold open the 8.C.2 Conference for more than two (2) business days beyond the date that the 8.C.2 Conference was initiated, the Player involved will be deemed to have utilized the stay for first-time violators provided for under Sections 8.C.3 and 8.D.1 if the Player otherwise meets the requirements of those Sections (i.e., the Player has not previously had a suspension stayed or had a previous suspension stayed that was later overturned or rescinded). If in the future the same Player is suspended as a result of a separate violation of the Program, the Parties' previous agreement to hold open the 8.C.2 Conference for more than two (2) additional business days in connection with the Player's prior positive test result shall be treated as a "stay" under Sections 8.C.3 and 8.D.1 below, regardless of whether the Player ultimately availed himself of a stay of the suspension pending a grievance in that prior case, and, accordingly, any suspension associated with the subsequent violation shall not be stayed under Sections 8.C.3 or 8.D.1 in the event that

the Player or the Players Association grieves such a suspension. Notwithstanding the foregoing, the previous sentence shall not apply if a suspension issued in connection with the first positive test result is overturned or rescinded on appeal pursuant to Section 8 of the Program.

3. Unless such notice is provided to the Player, the Commissioner's Office, by 5:00 PM (ET) of the next business day following the day the Parties completed the conference described in Section 8.C.2 above, shall notify the Player and the Players Association of the discipline imposed for the reported test result. Any suspension imposed shall be effective on the third business day after the discipline has been issued. If the Player or the Players Association grieves the suspension before the effective date, the Player's suspension shall be stayed until the Arbitration Panel issues its Award; provided, however, that a Player who previously had a suspension stayed pursuant to this Section 8.C.3 (or its predecessors in the 2005 and 2008 Programs) or Section 8.D.1 (or its predecessor in the 2008 Program) shall not be entitled to a second stay unless his prior suspension was overturned or rescinded.

4. Any such Grievance shall be deemed automatically appealed to the Arbitration Panel and no Step 1 response is necessary. The Parties nonetheless shall conduct a Step 2 meeting prior to the hearing. The Panel shall convene a hearing as soon as practicable and, absent good cause shown, no later than ten (10) days after the Grievance was filed. The hearing shall be conducted under the Rules of Procedure, but the Panel Chair shall have the authority to employ such procedures as he or she deems appropriate given the Parties' mutual desire for expedition. The Panel Chair, in employing such procedures, shall make all reasonable efforts to close the record at such time so as to permit an Award to issue within twenty-five (25) days following the opening of the hearing. The Panel shall issue its written opinion within thirty (30) days of issuing its Award.

5. If the Panel sustains a suspension, the Club and the Player shall be notified and the Player shall begin serving his suspension immediately. If the Panel determines that no discipline is appropriate, all aspects of the proceedings shall remain confidential to the extent provided for by Section 5. Where the Panel Chair notifies the other members of the Panel of his or her determination regarding whether to sustain, reduce, or overturn the Player's suspension – whether in the form of a written Award with written opinion to follow, or a draft written opinion reflecting the Panel Chair's decision – but the Panel has not yet finalized its written opinion, either party's Panel Member may seek an expedited determination that Section 8.C.5 has been triggered and, where the determination is to sustain a suspension of some length, that the suspension should commence immediately. Where such an expedited determination is sought by a Panel member, the Panel Chair shall only issue his or her determination on whether Section 8.C.5 has been triggered after the non-moving Panel member has received written or electronic notice of the request and an opportunity to be heard by the Panel Chair in an emergency Executive Panel Session. The Panel Chair shall rule on the request for expedited determination within 24 hours of the conclusion of any such Executive Panel Session.

6. A Player may challenge a positive test result at any time on the basis of newly discovered scientific evidence that questions the accuracy or reliability of the result. Such a challenge may be brought even if the result previously has been upheld by the Arbitration Panel. Should such a challenge be upheld, the Panel, in fashioning a make-whole remedy consistent with Article XII (A) of the Basic Agreement, may consider management sources other than the Player's Club at the time the suspension is served and, notwithstanding Article XII (A) (3) of the Basic Agreement, shall determine, under the particular circumstances, whether and to what extent an Award of Interest is appropriate.

D. Appeal of Discipline Issued Pursuant To Section 7.G.2

The following procedures shall apply when the Commissioner, pursuant to Section 7.G.2 of the Program, disciplines a Player for a violation of the Program involving a Performance Enhancing Substance or a second or subsequent violation of the Program involving a Stimulant or DHEA.

1. Any discipline imposed on a Player pursuant to Section 7.G.2 for a violation involving a Performance Enhancing Substance or a second or subsequent violation involving a Stimulant or DHEA shall be effective on the third business day after the discipline has issued. If the Player or the Association grieves the discipline before the effective date, the Player's discipline shall be stayed until the Arbitration Panel issues its Award; provided, however, that a Player who previously had discipline stayed pursuant to Section 8.C.3 (or its predecessors in the 2005 or 2008 Programs) or this Section 8.D.1 (or its predecessor under the 2008 Program) shall not be entitled to a second stay unless his prior suspension was overturned or rescinded.

2. Any such Grievance shall be deemed automatically appealed to the Arbitration Panel and no Step 1 response is necessary. The Parties nonetheless shall conduct a Step 2 meeting prior to the hearing. The Panel shall convene a hearing as soon as practicable and, absent good cause shown, no later than twenty (20) days after the Grievance was filed. The hearing shall be conducted under the Rules of Procedure, but the Panel Chair shall have the authority to employ such procedures as he or she deems appropriate given the Parties' mutual desire for expedition. The Panel Chair, in employing such procedures, shall make all reasonable efforts to close the record at such time so as to permit an Award to issue within twenty-five (25) days following the opening of the hearing. The Panel shall issue its written opinion within thirty (30) days of issuance of its Award.

3. If the Panel sustains a suspension, the Club and the Player shall be notified and the Player shall begin serving his suspension immediately. If the Panel determines that no discipline is appropriate, all aspects of the proceedings shall remain confidential to the extent provided for by Section 5.

E. Other Appeals

In any case involving an alleged violation of Section 3.E.2 or 3.E.3, or any determination made by the Medical Testing Officer under Section 3.G or the IPA under Section 3.H, the Panel's review of the IPA's or Medical Testing Officer's determination shall be *de novo*. Neither Party shall have the burden of proof with respect to whether the determination of the Medical Testing Office or the IPA, as the case may be, should be affirmed by the Panel.

9. EDUCATIONAL PROGRAMS AND MATERIALS

The Parties shall form a Joint Education Committee with the following duties and responsibilities:

1. To establish educational programs, which will be mandatory for all Players, on the dangers of opioid pain medications and smart approaches to marijuana that will focus on evidence-based and health-first approaches based on reputable science and sound principles of public health and safety;

2. To identify and agree on a joint Mental Health or Addiction Expert (or organization) to provide the educational programs described above, as well as other topics related to Drugs of Abuse and addictive substances as identified by the Treatment Board and approved by the Parties.

3. To create a joint website and other technological resources containing information pertinent to the Program in consultation with a jointly-selected expert (or experts);

4. To prepare and update printed educational materials on an annual basis that will be made available to all Major League Clubs and Players in Spring Training and throughout each season;

5. To prepare joint presentations each Spring Training for Major League Clubs and Players.

The Joint Education Committee will focus on Latin American and international risks, prescription and over-the-counter medication issues, and concerns regarding the dietary supplement industry, and will include components on proper nutrition, training and performance. The Joint Education Committee will seek input from the Strength and Conditioning Advisory Committee on these subjects.

10. COSTS OF THE PROGRAM

Any costs for the treatment and testing of Players on a Treatment Program which are not covered by the Major League Baseball Players Benefit Plan ("Plan"), shall be borne by the Club then holding title to the Player's contract. A Club that has unconditionally released a Player who is on a Treatment Program shall be responsible for any costs of such Program that are not

covered by the Plan through the season in which the Player was released. The costs of all other testing conducted pursuant to the Program, except for those costs described in Attachment 2 to the Program, shall be borne by the Commissioner's Office. Notwithstanding the foregoing, it is expressly agreed that the laboratory utilized for testing under the Program has been jointly selected by the Parties and, shall be equally responsible to each of the Parties in the conduct of its affairs. Each Party shall pay the expenses associated with its Medical Representative.

11. RIGHTS OF THIRD PARTIES

The provisions of the Program are not intended to and shall not create any rights that run to the benefit of third parties, including but not limited to, the IPA, CDT, the Testing Laboratory, and any other third parties with whom the Parties jointly consult in connection with the administration of the Program.

12. TERM

The termination date and time of the Program shall be 11:59 PM (ET) on December 1, 2026.

ATTACHMENT 1

Guidelines for Therapeutic Use Exemption Applications for Androgen Deficiency/Hypogonadism

I. Androgen Deficiency/Hypogonadism ("ADH")

a. Prohibited Substances prescribed to treat ADH include:

i. Testosterone
ii. Chorionic Gonadotrophin (hCG)
iii. Clomiphene

b. TUE should only be approved for ADH that has an organic etiology, including ADH cases where a specific organic etiology has not yet been determined. Examples of organic etiologies include, but are not limited to:

i. Primary (Testicular)

1. Genetic Abnormalities (Klinefelter's Syndrome and Variants, Dysgenetic Testes, or Myotonic Dystrophy)
2. Developmental Abnormalities (Cryptorchidism or Congenital Anorchia)
3. Metabolic Abnormalities (Hemochromatosis or Autoimmune Disease)
4. Testicular Torsion
5. Orchitis (Severe with Subsequent Testicular Atrophy)
6. Direct Testicular Trauma
7. Surgical Bilateral Orchiectomy, Radiation Treatment, or Chemotherapy

ii. Secondary (Hypothalamic-Pituitary-Gonadal-Axis)

1. Genetic Abnormalities (Kallmann's Syndrome, Isolated Hypogonadotropic Hypogonadism)
2. Pituitary Disorders (Hypopituitarism, Hemochromatosis, Infectious Abscess, Tumor, Prolactin Secreting Tumor, or Radiation Treatment)
3. Structural and Infiltrative Effects of Systemic Disease (Hemochromatosis, Beta-Thalassemia/Hemoglobinopathies, Granulomatous Disease, CNS Develophmental Abnormalities, Sickle Cell Disease, or Infection (e.g., TB Meningitis))
4. Anatomical Problems (Pituitary Stalk Section, Hypophysectomy, Empty Sella, Documented Traumatic Brain Injury)

c. TUE should not be approved for ADH due to a functional disorder. Examples of such functional disorders include, but are not limited to:

i. Severe Emotional Stress
ii. Morbid Obesity
iii. Untreated Obstructive Sleep Apnea
iv. Overtraining
v. Malnutrition/Eating Disorders
vi. Medication use (e.g., Opioids, Androgens, SARMs, Progestins, Estrogens)
vii. Chronic Systematic Illness (e.g., Diabetes, HIV Infection, Crohns Disease)
viii. Aging/Late Onset Hypogonadism
ix. Alcohol Excess
x. Defects in Androgen Action (e.g., Reifenstein Syndrome)
xi. Generalized Symptoms without an Organic Etiology

d. For a TUE for hypogonadism, the following medical information must be submitted:

i. Detailed clinical history and physical examination that documents the diagnosis by a board-certified endocrinologist. Physical examination must include a testicular examination and documentation of testicular volume.

ii. Laboratory Testing must include:

1. Free and Total testosterone drawn before 10am 3 times over 4-6 weeks
2. LH and FSH-drawn with testosterone each time
3. Sex hormone binding globulin (SHBG)
4. TSH and free T4
5. Estradiol
6. Prolactin
7. IGF-1

iii. If indicated, testing should include:

1. Testicular imaging
2. Semen analysis (if fertility is an issue)
3. GnRH stimulation test
4. Clomiphene stimulation test
5. Glucagon stimulation test
6. hCG stimulation test
7. MRI of brain with pituitary cuts with and without contrast

iv. A detailed treatment plan that includes the medication for which a TUE is being requested, the dose, the route of administration, and the frequency of use. The treatment plan should also include dates of when follow-up testing of hormone levels will occur.

ATTACHMENT 2

Ian M. Penny, Esq.
General Counsel
Major League Baseball
Players Association
12 E. 49th Street
New York, NY 10017

Re: Primary Reference Standard Material

Dear Ian:

This letter confirms our agreement regarding the use of primary reference standard material—as opposed to other reference standards, such as excretion urine—by the parties' jointly-retained Testing Laboratory when testing urine specimens for Prohibited Substances under Major League Baseball's Joint Drug Prevention and Treatment Program (the "Program"). The parties agree that, where primary reference standard material for a parent compound or metabolite of a Prohibited Substance is commercially available or has been synthesized and verified by various analytical techniques (including, but not limited to, mass spectrometry and nuclear magnetic resonance), and where the parties' Medical Testing Officer determines that the available primary reference standard material is at least as reliable as the reference standard for that Prohibited Substance that is then being utilized for comparison purposes by the Program's Testing Laboratory, the parties will jointly direct that the Medical Testing Officer obtain and use such primary reference standard material for purposes of future testing of urine specimens under the Program. For those Prohibited Substances for which there is no such commercially-available primary reference standard material, the parties agree that the Program's Testing Laboratory shall continue, without interruption, to test urine specimens for those Prohibited Substances using the currently available analytical methods determined by the Medical Testing Officer

The parties agree to direct that the Medical Testing Officer notify the parties when he or she becomes aware of the availability of new primary reference standard material for any Prohibited Substance as well as when the Program's Testing Laboratory intends to transition to or from using primary reference standard material in its testing for a particular Prohibited Substance under the Program.

The parties will jointly explore opportunities to support or commission the synthesis of primary reference standard material for Prohibited Substances for which primary reference standard material does not currently exist, to the extent permitted by law. Notwithstanding the previous sentence, the parties agree that testing for all Prohibited Substances will continue using currently available analytical methods during any period that any primary reference standard materials are being synthesized.

Any costs incurred as a result of this agreement, including but not limited to costs associated with funding the synthesis of new primary reference standard material, shall be paid for using joint funds (provided such funds are available). In the event that the costs incurred as a result of

this agreement exceed $20,000 in any given calendar year (after accounting for any offsetting revenues generated from new primary reference material), the parties will revisit the agreement and, after conferring in good faith, determine whether further expenditures should be made in that calendar year. In no event, however, shall more than $20,000 in joint funds be spent in any calendar year pursuant to this agreement without the consent of both parties.

This agreement is without prejudice to either Party's position regarding the relative merits, validity, or accuracy of primary reference standard material as compared to other laboratory reference standards. Neither Party may use or refer to the existence of this agreement, or any actions taken by the parties pursuant to this agreement, in connection with any challenge to a positive test result, or the discipline resulting therefrom, under the Program.

Very truly yours,

Patrick J. Houlihan
Senior Vice President &
Deputy General Counsel – Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 3

Ian M. Penny, Esq.
General Counsel
Major League Baseball
Players Association
12 E. 49th Street
New York, NY 10017

Re: Joint Investigation Into Potential Sources of Certain Prohibited Substances

Dear Ian:

This letter confirms our agreement that the bargaining parties will conduct a confidential joint investigation (the "Joint Investigation") into whether and to what extent the consumption of potentially contaminated meat products in the Dominican Republic (and any other locations agreed to by the parties) could cause a Player to test positive for either Boldenone or Nandrolone (and at what levels/concentrations). In connection with the Joint Investigation, the parties will procure meat products for testing and analysis. Nothing will be secured or sent for testing or analysis as part of the Joint Investigation unless approved by both parties, and any testing or analysis will be performed only by jointly approved individuals and facilities. Any jointly approved costs incurred as a result of the Joint Investigation, including but not limited to costs associated with purchasing, transporting, and testing agreed upon products, shall be paid for using joint funds. The parties will earmark up to $100,000 from joint funds for use during the term of the next Basic Agreement for this purpose. If the total cost of the Joint Investigation exceeds this amount, the parties will discuss whether to continue the Joint Investigation and, if so, sources to continue to fund it jointly.

This agreement is without prejudice to either party's positions regarding the necessity, or relative merits of the Joint Investigation and any result(s) thereof. Further, this agreement and the fact of the Joint Investigation, as well as any and all documents and information (in whatever form) relating to or arising out of the Joint Investigation, shall be considered "Confidential Information" pursuant to Section 5 of the Program and handled accordingly. However, notwithstanding Section 5.B.2., neither party (nor anyone else) may use or refer to the existence of this agreement or the fact of the Joint Investigation, or any documents or information relating to or arising out of the Joint Investigation, either publicly or in connection with any challenge to any past or future positive test result (or discipline resulting therefrom) under the Program (including, but not limited to, pursuant to any challenge of prior discipline under Section 8.C.6. thereof).

Very truly yours,

Patrick J. Houlihan
Senior Vice President &
Deputy General Counsel – Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 4

Ian M. Penny, Esq.
General Counsel
Major League Baseball
Players Association
12 E. 49th Street
New York, NY 10017

Re: Testing of Foreign Professionals

Dear Ian:

This is to confirm our understanding that Foreign Professionals as defined in Major League Rule 3(a)(1)(C) who intend to sign Major League Contracts shall be subjected to an unannounced urine specimen collection to detect for the presence of Performance Enhancing Substances and DHEA only, and an unannounced blood specimen collection to test for the presence of hGH, all conducted pursuant to the collection and laboratory procedures of the Program as follows:

a. Foreign Professionals from the following countries will be tested within seven (7) days of the specified triggering events: (i) Cuba – determination by the Commissioner's Office and notification to the Players Association that the player qualifies as a Foreign Professional; (ii) Japan and Korea – notification to the Commissioner's Office (who will notify the Players Association) that the player has been posted; and (iii) All Other Countries – notification to the Players Association by the Commissioner's Office (or vice versa) that a Major League Club is negotiating with the player on a Major League Contract. All pre-employment drug tests of Foreign Professionals will be expedited by the Testing Laboratory, and the results will be reported to the Parties directly by the specimen collector. Formal notification by the Commissioner's Office to Clubs (and the Players Association) that a player qualifies as a Foreign Professional and is eligible to sign a Major League or Minor League Contract will occur once the Parties receive confirmation that the player has provided a urine and blood specimen to the specimen collector.

b. A Foreign Professional who tests positive for any Performance Enhancing Substance or DHEA in connection with the pre-employment drug test will not be disciplined pursuant to the Program. Rather, the penalty shall be limited to notification of the positive test result to the player and any inquiring Club(s) by the Commissioner's Office and mandatory follow-up drug testing of the Foreign Professional for twelve (12) months pursuant to Section 3.C of the Program after the terms of his Major League Contract are confirmed. (If the Foreign Professional ultimately signs a Minor League Contract, the mandatory follow-up drug testing will be pursuant to the Minor League Drug Program.) The Commissioner's Office and Players Association shall be responsible for ensuring that any Club, player or other individual who receives notification of a positive test under this provision maintains the confidentiality of the information. In accordance with Section 5 of the Program (as revised), each Party

will be deemed responsible for any unauthorized disclosures by persons to whom they provide Confidential Information.

c. A positive test result from a pre-employment drug test of a Foreign Professional who later signs a Major League Contract will not be considered a first violation (as defined in Section 7 of the Program) for purposes of determining discipline for any future violation of the Program by the Foreign Professional. Nor will a Foreign Professional who tests positive in connection with a pre-employment drug test be disciplined for a subsequent positive test for the same Performance Enhancing Substance or DHEA resulting from a urine or blood test conducted after terms of a Contract between the Foreign Professional and a Major League Club are confirmed, provided that the provisions of Section 3.G of the Program are satisfied.

Very truly yours,

Patrick J. Houlihan
Senior Vice President &
Deputy General Counsel – Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 5

Ian M. Penny, Esq.
General Counsel
Major League Baseball
Players Association
12 E. 49th Street
New York, NY 10017

Re: Testing of Certain Free Agents

Dear Ian:

This is to confirm our understanding that a Player who previously has been a party to a Major League Contract, but who has not been under reserve to a Major League Club or an affiliated Minor League club for one calendar year or longer (including Players who have been on the Restricted List, Voluntary Retired List, Ineligible List or Disqualified List for one calendar year or longer) (referred to as "Extended Free Agents"), will be subject under the procedures of the Program to an unannounced urine collection to detect for the presence of Performance Enhancing Substances and DHEA only, and an unannounced blood collection to test for the presence of hGH, before being deemed eligible to sign a Major League Contract, and prior to the time that terms are confirmed on any Contract between the Player and a Club.

a. The Players Association will notify all certified player agents that they must notify the Players Association if they will attempt to negotiate a Major League Contract for an Extended Free Agent, and the Players Association, upon receiving such notification, shall notify the Commissioner's Office.

b. An Extended Free Agent shall be immediately scheduled for an unannounced urine and blood collection, and no later than seven (7) days from the time that the Players Association provides notice to the Commissioner's Office of the name of the Extended Free Agent. If no notice is provided by the certified player agent, the Player shall be collected as soon as practicable after either the Players Association or the Commissioner's Office learns that the Player is negotiating with Clubs over a Major League Contract. The Extended Free Agent will not be deemed eligible to sign a Major League Contract and the Parties will not confirm terms on the Contract of the Extended Free Agent until he is subjected to a urine and blood specimen collection, and the results are reported by the Testing Laboratory. All pre-employment drug tests of Extended Free Agents will be expedited by the Testing Laboratory, and the results will be reported to the Parties directly by the specimen collector.

c. An Extended Free Agent who tests positive for any Performance Enhancing Substance or DHEA in connection with such pre-employment drug test will not be disciplined pursuant to the Program. Rather, the penalty for testing positive for a Performance Enhancing Substance or DHEA shall be limited to notification of the

positive test result to the Extended Free Agent and any inquiring Club(s) by the Commissioner's Office and mandatory follow-up drug testing of the Extended Free Agent for twelve (12) months pursuant to Section 3.C of the Program after the terms of his Major League Contract are confirmed. (If the Extended Free Agent ultimately signs a Minor League Contract, the mandatory follow-up drug testing will be pursuant to the Minor League Drug Program.) In accordance with Section 5 of the Program (as revised), the Commissioner's Office and Players Association shall be responsible for ensuring that any Club, player or other individual who receives notification of a positive test under this provision maintains the confidentiality of the information. Each Party will be deemed responsible for any unauthorized disclosures by persons to whom they provide Confidential Information.

d. A positive test result from a pre-employment drug test of an Extended Free Agent who later signs a Major League Contract will not be considered a first, second, third or fourth violation (as defined in Section 7 of the Program) for purposes of determining discipline for any future violation of the Program by the Extended Free Agent. Nor will an Extended Free Agent who tests positive in connection with a pre-employment drug test be disciplined for a subsequent positive test for the same Performance Enhancing Substance or DHEA resulting from a urine or blood test conducted after terms of a contract between the Extended Free Agent and a Major League Club are confirmed, provided that the provisions of Section 3.G of the Program are satisfied.

Very truly yours,

Patrick J. Houlihan
Senior Vice President &
Deputy General Counsel – Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 6

Ian M. Penny, Esq.
General Counsel
Major League Baseball
Players Association
12 E. 49th Street
New York, NY 10017

Re: Joint Drug Program Alternate Panel Chairs

Dear Ian:

This will confirm our agreement that the Parties shall select and maintain two (2) Alternate Panel Chairs, who sequentially will be asked to serve as a substitute for the Panel Chair whenever the Panel Chair is unavailable to hear Grievances under Major League Baseball's Joint Drug Prevention and Treatment Program ("Program") (*e.g.*, appeals pursuant to Section 8 of the Program) within the applicable time limits set forth the Program. The Panel Chair's unavailability shall not constitute "good cause" to convene a hearing on a Grievance governed by Section 8.C, 8.D, or 8.E of the Program beyond the applicable time limits set forth therein.

The Alternate Panel Chairs shall be selected and terminated in the same manner as the Panel Chair under Article XI(A)(9) of the Basic Agreement and the Parties shall promptly fill vacancies in the Alternate Panel Chair positions as they occur. At the time of their selection, the Parties shall designate the order of the potential service of each Alternate Panel Chair. In the event that the first Alternate Panel Chair called upon for service is unavailable to convene a hearing within the time period applicable to the dispute at issue, the Parties agree to use the second Alternate Panel Chair.

Decisions issued by an Alternate Panel Chair (irrespective of whether the case is heard as a Panel case) will carry the same precedential value as a non-Panel decision within the jurisprudence of MLB-MLBPA arbitration decisions.

Very truly yours,

Patrick J. Houlihan
Senior Vice President
Deputy General Counsel – Labor
Major League Baseball
Office of the Commissioner