MAJOR LEAGUE BASEBALL'S
JOINT MINOR LEAGUE
DRUG PREVENTION AND TREATMENT PROGRAM

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MAJOR LEAGUE BASEBALL'S JOINT MINOR LEAGUE DRUG PREVENTION AND TREATMENT PROGRAM

Major League Baseball's Joint Minor League Drug Prevention and Treatment Program (the "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 Minor League 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 Minor League Players; and (iii) provide for, in keeping with the overall purposes of the Program, an orderly, cooperative, and expedited resolution of any disputes over discipline of Minor League Players for violations of the Program. Any dispute arising under the Program shall be subject to full, final, and binding resolution as provided herein.

The Program covers all Minor League Players (as defined in the Minor League Basic Agreement) and Minor League free agents (unless the Minor League free agent voluntarily retires, has been on a Minor League inactive list for over two years, or signs a contract with a club in an unaffiliated professional baseball league) (hereinafter, collectively, "Players").

1. OVERSIGHT AND ADMINISTRATION

A. Minor League Health Policy Advisory Committee ("MLHPAC")

1. MLHPAC Members

MLHPAC shall be comprised of at least four members: one Medical Representative (appointed and subject to removal by the Office of the Commissioner), the Office of the Commissioner's Consultant on Behavioral Health and Addiction (the "Addiction Consultant"), and at least two other non-medical members, one of whom shall be appointed by the Players Association. Where there is a disagreement among members of the MLHPAC, majority vote shall govern.

2. Duties and Responsibilities of MLHPAC

MLHPAC 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 4.A and 4.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 4.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 4.H below;

(g) To make the determinations with respect to Diuretics or Masking Agents described in Section 4.E below;

(h) To develop educational programs and materials supporting the objectives of the Program; and

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

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 Section 5 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 the same individuals who are members of, and follow the same procedures as, the Treatment Board established in Section 1.B of Major League Baseball's Joint Drug Prevention and Treatment Program (the "Major League Joint Drug Program") but shall also include any additional member(s) or personnel mutually appointed by the Parties to ensure the efficient and effective operation of the Treatment Board. Further, all members of the Treatment Board shall appoint an alternate member who can serve in the member's place and assume his or her responsibilities when the member is unavailable and time-sensitive matters arise which require the Treatment Board to act.

C. Collection Services

For the term of this Program, Drug Free Sport International ("DFSI") 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 (*e.g.*, Comprehensive Drug Testing, Inc.) to collect urine and blood specimens for Players.

D. Laboratory Analysis

For the term of this Program, laboratory analysis under the Program shall be performed by the World Anti-Doping Agency accredited Sports Medicine Research and Testing Laboratory in Salt Lake City, Utah (the "Testing Laboratory").

E. Medical Testing Officer

1. The Director of the Testing Laboratory shall be the Medical Testing Officer and shall oversee all testing of Player specimens collected pursuant to Sections 4 and 5 below.

2. The Medical Testing Officer shall also make the determinations called for in Section 4.G of the Program and, by notification to MLHPAC, shall advise the Parties 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 4 and 5 below.

3. The Players Association member of MLHPAC shall be included on all communications between MLHPAC members when acting in their capacity as a member of MLHPAC, on the one hand, and the Medical Testing Officer or any member of the Medical Testing Officer's staff, on the other hand, related to any of the MLHPAC's duties and responsibilities as set forth in Section 1.A.2 above.

F. Expert Panel on ADHD

The three (3) independent psychiatrists with an expertise in adult ADHD appointed by the Parties to serve on the Expert Panel on ADHD established under Section 1.F of the Major League Joint Drug Program shall also serve on an Expert Panel on ADHD for this Program ("Expert Panel") during their terms. The Expert Panel shall perform the functions set forth in Section 4.H below.

G. Medical Advisory Panel

The board-certified endocrinologist, board-certified physician with expertise in cardiology, and board-certified physician with expertise in sleep disorders appointed by the Parties to serve on the Medical Advisory Panel established under Section 1.G of the Major League Joint Drug Program shall also serve on the Medical Advisory Panel under this Program during their terms. The Medical Advisory Panel shall perform the functions set forth in Section 4.H of the Program.

H. Annual Review of the Program

Within thirty (30) days of the conclusion of the Minor League season, the Parties will meet with MLHPAC, the Medical Testing Officer, a representative from DFSI, the Chairperson of the Expert Panel, and any other third parties who participate in the administration of the Program regarding potential changes to the Program based on developments during the previous year. The Parties shall meet and confer on any recommendations or suggestions offered by MLHPAC, the Medical Testing Officer, the DFSI representative, or Chairperson of the Expert Panel, 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 4.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 herein 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, agents and other substances that are set forth in Nos. 72 - 80 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 applicable. 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. NUTRITIONAL AND DIETARY SUPPLEMENTS

Players are on notice that they may test positive for a Prohibited Substance as a result of taking any nutritional or dietary supplement (including over-the-counter supplements) that has not been certified under the NSF Certified for Sport® program. Such test results will be deemed a positive test result pursuant to Section 4.E below, and a Player's claim he was not aware that the product contained a Prohibited Substance, or that the product was mislabeled or contaminated, shall not be a valid defense or basis to overturn discipline in any appeal of such discipline. Players are solely responsible for the substances they put in their bodies under the Program. An up-to-date list of NSF Certified for Sport® products is available at www.NSFsport.com or on the NSF Certified for Sport® smartphone app.

4. TESTING

A. Random Testing

During the term of the Program, all Players shall be tested for Prohibited Substances as follows:

1. In-Season Testing. All Players shall be subject to random, unannounced testing for the use of Prohibited Substances at all times during the Minor League season (which, for purposes of this Section 4, shall commence when Players are required to report to Spring Training and conclude with the final day of the post-season), including before and after all games. If a Player tests positive for a Prohibited Substance, he shall be subject to the discipline set forth in Section 8 and will be subject to additional follow-up testing pursuant to Section 4.C of the Program.

2. Off-Season Testing. All Players shall be subject to random, unannounced testing for the use of Prohibited Substances during the off-season (which, for purposes of this Section 4, shall be the period not covered by the definition of the Minor League season contained in Section 4.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.

3. Testing Volume. The Commissioner's Office shall determine the number of random tests conducted during each season and off-season. 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 4.A.

4. Blood Collections for hGH. All Players shall be subject to random, unannounced blood testing during each season and off-season. All blood specimens collected under this Section 4.A.4 will be collected via dried blood spots. 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. 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 4.A.4.

5. Longitudinal Profile Program. A longitudinal profile program will be established for each Player in accordance with this Section 4.A.5. 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. The Testing Laboratory will maintain a secure database that contains each Player's baseline endogenous steroid profile and standard deviation (referred to collectively as "Baseline Values"). Baseline Values will be calculated by averaging a Player's Testosterone/Epitestosterone ("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. The Testing Laboratory will consider the Baseline Values in comparison to subsequent samples provided by a Player in determining whether to conduct IRMS analysis on a urine specimen. MLHPAC shall have the sole discretion to determine whether to conduct IRMS analysis on a urine specimen. 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.

6. IRMS Testing. In addition to any IRMS analysis that the Testing Laboratory recommends as part of its standard operating practices and the longitudinal profile program described in Section 4.A.5 above, MLHPAC may select additional urine specimens to be subject to IRMS analysis 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.

7. 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.

8. 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 MLHPAC.

B. Reasonable Cause Testing

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

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 Substances, Stimulants, DHEA, or Diuretics and Masking Agents, 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) to commence no later than 48 hours after the Reasonable Cause Notification was provided.

2. Drugs of Abuse

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.

C. Follow-Up Testing

A Player who is disciplined under Sections 8.A, 8.B, 8.C, 8.E, 8.F or 8.G, or has otherwise violated the Program through the use or possession of a Performance Enhancing Substance, Stimulant or DHEA, shall be subject to a mandatory follow-up testing program, on a schedule determined by MLHPAC.

Follow-up testing conducted pursuant to this Section 4.C shall be in addition to any testing conducted pursuant to Section 4.A and 4.B above or Section 5.B below. A Player shall be subject to follow-up tests under this Section when he is on the Injured List, Restricted List, Suspended List, Temporary Inactive, or Development List. MLHPAC 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 4.A or 4.B above, including for disciplinary purposes. Follow-up testing shall be for the presence of Prohibited Substances.

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 (collectively referred to herein as the "Collection Procedures").

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 4.G, 4.H, or 9.B below, if any Prohibited Substance identified in the test results meets the levels set forth in the Collection Procedures. 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 4.H.

2. A Player fails or, without good cause, refuses to take a test pursuant to Section 4.A, 4.B or 4.C, or otherwise engages in activity that prevents the collection of a specimen for testing as contemplated by the Program.

For purposes of this Section 4.E.2, a Player is required to submit to DFSI a completed off-season contact and location information form, and update that information as necessary, including, but not limited to, providing his off-season location, a current cell phone number and e-mail address (if available). If a Player travels between several locations in the off-season, the Player must notify DFSI each time he changes his location. If DFSI attempts to test a Player during the off-season, and is unable to reach a player using the information submitted, DFSI will notify MLHPAC, who will inform the Players Association. If, despite reasonable efforts, DFSI and the Players Association are unable to contact the Player regarding an off-season test within forty-eight (48) hours of their first attempt to make contact with the Player, or if DFSI contacts a Player and that Player is not at the location indicated on his off-season contact form and does make himself available for testing within twenty-four (24) hours at a location determined by DFSI, the Player will be subject to discipline for just cause by the Commissioner unless the Player demonstrates good cause for: (i) not being at the location indicated on his off-season contact form; and/or (ii) failing to be in contact with DFSI and others who attempted to contact him. Any Player who DFSI is unable to contact or locate for the third time during his career at the location provided by the Player will automatically be subject to discipline. Notwithstanding anything to the contrary, any Player who is found to have intentionally evaded an off-season test will be charged with a positive test.

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

The determination of whether a test is "positive" under Section 4.E.2 or 4.E.3 shall be made by MLHPAC. A Player may challenge MLHPAC's determination of whether a test is positive under Sections 4.E.2 or 4.E.3 to the JDA Arbitration Panel. The presence of a Diuretic or Masking Agent in a Player's urine specimen shall be treated as a positive test result unless MLHPAC 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, consistent with Section 4.H.1 below.

F. Notice of Positive Test Results

MLHPAC shall notify the Parties upon receipt of a positive test result for a Performance Enhancing Substance, Stimulant, DHEA, or Diuretic and Masking Agent. MLHPAC 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 collected pursuant to this Program is the result of the same use of a Prohibited Substance that produced a prior positive test result (under either this Program or the Major League Joint Drug Program), MLHPAC 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 9.A.1(b) below.) The Player may appeal the determination of the Medical Testing Officer to the JDA Arbitration Panel. 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 may apply to receive a Therapeutic Use Exemption ("TUE"). 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 Medical Representative of the existence of the prescription. Whenever requested to do so by the Medical Representative, 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 Medical Representative shall request that the Player provide such documentation. The Medical

Representative shall notify the Player and the Parties if additional information is needed to support a TUE application 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 Medical Representative 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 Medical Representative may grant the application without referring the application to the Expert Panel. The Medical Representative 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 Medical Representative is not prepared to grant the application, he shall refer the application to the Expert Panel, and the procedures described in Section 4.H.3(b) below will be followed.

(b) For TUE applications in which the Medical Representative is not prepared to grant the application pursuant to Section 4.H.3(a) above, the Medical Representative 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 re-evaluated by an MLB-Certified Clinician. The Chairperson shall report to the Medical Representative 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; however, the Medical Representative is not required to accept the recommendation of the Expert Panel member. A Player has a right to appeal a denial of his TUE application to a second member of the Expert Panel.

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

(a) For new TUE applications for a Performance Enhancing Substance or Diuretic and Masking Agent, the Medical Representative may grant the application without referring the application to the Medical Advisory Panel. The Medical Representative may speak to the Player's physician, and request that the physician provide additional information, in determining the disposition of the application. If the Medical Representative is not prepared to grant the application, the Medical Representative will refer the application 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 Medical Representative may refer the matter to an outside expert of his or her 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 Medical Representative 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 Medical Representative 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 has the right to appeal any denial of his TUE application to a second medical expert identified and approved by the Parties.

5. The Medical Representative 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. As described above the Player has the right to appeal any denial of his TUE application to a second member of the Expert Panel or a second medical expert approved by the Parties.

6. The Medical Representative shall report the determination on a complete TUE application to the Player and to the Parties within twenty-one (21) days of submission. As described above, the Player may appeal any denial of his TUE application to a second member of the Expert Panel or a second medical expert approved by MLHPAC, as appropriate.

7. A TUE shall be effective from the date the Player notified, or caused the issuing physician to notify, the Medical Representative 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 that he believed he would qualify, had qualified, or should have qualified for a TUE; however, a Player is not otherwise precluded from introducing evidence of medical treatment in support of such a challenge.

5. 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 to arrange for an Initial Evaluation (the "Initial Evaluation"). Any Players who have tested positive for a Drug of Abuse under the Major League Joint Drug Program in the previous twelve (12) months will continue their Treatment Program under the Major League Joint Drug Program upon their becoming subject to this Program. 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 on the Treatment Board (or an independent clinician with expertise in the evaluation and treatment of substance use and addiction that has been jointly approved by the Medical Representatives). After the first meeting, the Medical Representatives on the Treatment Board 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 members of the Treatment Board, the Medical Representatives on the Treatment Board 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 on the Treatment Board may consult with other treating physicians or experts in the field but, 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 on the Treatment Board 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 on the Treatment Board 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 on the Treatment Board, be administered by someone other than the Medical Representatives on the Treatment Board (including a Club's Employee Assistance Professional ("EAP") and/or

physician), but the Medical Representatives on the Treatment Board shall maintain overall supervision of the Treatment Program. The health care professionals treating the Player must provide the Medical Representatives on the Treatment Board, 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 (see Section 1.B.3. of the Major League Joint Drug Program) shall cast the deciding vote. The Fifth Member shall base his or her determination on the criteria set forth in Section 5.C.3 below.

3. The Treatment Board will determine 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 Addiction Consultant, will be deemed to have violated Section 5.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 Evaluation or comply with their Treatment Program will be subject to immediate discipline as set forth in Section 8.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 that necessitates 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 that necessitates 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 that necessitates his absence from the Club.

6. 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 4 of the Program; (ii) all documents or information relating to Therapeutic Use Exemptions pursuant to Section 4.H of the Program; (iii) all documents or information relating to a Player's involvement with the Treatment Board as set forth in Section 5 of the Program; (iv) all documents or information relating to the discipline imposed on a Player; (v) the decision of the JDA Arbitration Panel or Hearing Officer on any appeal, and the record of proceedings before the JDA Arbitration Panel or Hearing Officer (including transcripts, exhibits, testimony and arguments); (vi) all documents or information received by the Parties from the Medical Testing Officer, DFSI, the Treatment Board, 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 discovered 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 6, the Commissioner's Office, the Players Association, MLHPAC, the Treatment Board, the Medical Testing Officer, the Expert Panel on ADHD, the Medical Advisory Panel, DFSI, the JDA Panel Chair or any JDA Alternate Panel Chair, Hearing Officers, 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 an appeal 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 6.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 6.

4. The Commissioner's Office and Players Association may create and disclose 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) provided that 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 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, DHEA, Stimulant, 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 8.E, 8.F, or 8.G. The Commissioner's Office also may disclose if a Player's suspension is for a violation of Section 4.E.2 or 4.E.3. In the case of a suspension for a violation of Section 8.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 6.C.1 above if the discipline is stayed pursuant to Section 9.A.3 of the Program. Notwithstanding the foregoing, the Commissioner's Office may publicly announce the discipline of a Player disciplined pursuant to Section 8.G 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 9.A.3 of the Program.

4. If the discipline of a Player is stayed pursuant to Section 9.A.3 of the Program, and the JDA Arbitration Panel or a Hearing Officer determines that no discipline is appropriate, Confidential Information as defined in Section 6.A shall also include the fact that an appeal proceeding occurred.

5. The Player's Club may issue a public statement in response to the announcement of a Player's suspension under this Section 6.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 6.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 Major League Club's General Manager when a Player under reserve to that Club 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.

3. The Commissioner's Office may notify a Major League Club's General Manager when a Player has been disciplined for violating the Program but discipline has been stayed pursuant to Section 9.A.3 below in the event that the Commissioner's Office knows or has reason to believe that the Player's Club (or another Club) is considering assigning, signing, trading, or trading for the Player. Where a contract for or transaction involving such a Player is submitted to the Commissioner's Office, the Commissioner's Office may immediately notify the applicable Club (or Clubs) and, in its sole discretion, decline to approve or process the proposed contract or transaction involving the Player. Club representatives who are notified of a pending suspension pursuant to this Section 6.D.3 shall not disclose such information to anyone outside those with a need to know within their organization. Except as provided in this Section, the Commissioner's Office may not notify a Club or Club personnel that a Player has been disciplined for violating the Program when discipline is stayed pursuant to Section 9.A.3 below until the JDA

Arbitration Panel or Hearing Officer have decided the Player's appeal.

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 MLHPAC, representatives of DFSI, 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 appeal, 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 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 appeals 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 6.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 6.E, the Commissioner's Office must consider in good faith any comments provided by the Players Association prior to issuing any proposed response.

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 representatives of DFSI, 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 appeal proceeding, 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 6.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 6.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 6.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 6.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 Players Association may file a Grievance with the Minor League Arbitration Panel

pursuant to Article XIV of the Minor League Basic Agreement if the other Party violates this Section 6.

2. In any grievance, the grieving Party shall have the burden of proof with respect to establishing the violation. Introduction of materials 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. MLHPAC 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.*, DFSI and the Testing Laboratory) to demonstrate active compliance with these established standards. MLHPAC shall provide a copy of this comprehensive plan and any changes thereto to the Players Association.

7. DISCLOSURE IN RESPONSE TO LEGAL PROCESS

1. For purposes of this Section 7, 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 6.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 7. 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. 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 "governmental 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.

4. DFSI, 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 4.A.5. 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 "governmental investigation," or the Parties agree otherwise. If the attempt seeks any other additional information, the provisions of this Section 7 will govern.

8. DISCIPLINE

For purposes of the penalties in Section 8.A, 8.B, 8.C, 8.E, 8.F and 8.G below, a Player's previous violation of this or any previous iteration of the Minor League Drug Program and/or the Major League Joint Drug Program that occurred after March 1, 2008, shall be treated as a violation of this Program. For example, if a Player previously was suspended as a result of testing positive for a Performance Enhancing Substance under the Major League Joint Drug Program, the Player would receive the applicable discipline for a second positive test result for a Performance Enhancing Substance under Section 8.A.2 below if he subsequently tests positive for, or is otherwise found to have possessed or used, a Performance Enhancing Substance under this Program.

For purposes of calculating the length of a suspension pursuant to this Section 8, a Player's suspension for violating the Program shall be determined according to the league to which the Player is assigned at the time his discipline is imposed, unless provided otherwise below. If a Player violates the Program during the off-season, the length of his suspension shall be determined based on the league to which the Player was assigned during the preceding season.

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 8.A, a prior Performance Enhancing Substance violation of Section 8.E, 8.F, and/or 8.G of this Program (or any prior iteration of the Minor League Drug Program), or Section 7.E, 7.F, and/or 7.G.2 of the Major League Joint Drug Program, that resulted in at least a 30-game suspension shall be deemed a prior violation of Section 8.A in determining whether the positive test constitutes the Player's first, second, or third violation of Section 8.A.

1. First violation: 80-game suspension or a suspension equal to the total number of championship season games in the league to which the Player is assigned at the time of his discipline under the Program (*i.e.*, the total number of championship games teams

in that league are scheduled to play over the course of a full season), whichever is shorter;

2. Second violation: A suspension equal to the total number of championship season games in the league to which the Player is assigned at the time of his discipline under the Program, unless at the time of discipline the Player is assigned to the Arizona or Florida Complex League, in which case the suspension shall be equal to twice the total number of championship season games in the league to which they are assigned; 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 (or the Commissioner's designee) shall hear any such reinstatement application within thirty (30) days of its filing and shall issue a determination within thirty (30) days of the closing of the application hearing. A Player may appeal the Commissioner's determination on such application to the JDA Arbitration Panel 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 JDA Arbitration Panel shall have no authority to reduce any suspension imposed pursuant to this Section 8.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 8.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 8.B, a prior Stimulant violation of Section 8.E, 8.F, and/or 8.G of this Program (or any prior iteration of the Minor League Drug Program), or Section 7.E, 7.F, and/or 7.G.2 of the Major League Joint Drug Program, that resulted in at least a 25-game suspension shall be deemed a prior violation of Section 8.B in determining

whether the positive test constitutes the Player's first, second, third, or fourth violation of Section 8.B.

1. First violation: Follow-up testing pursuant to Section 4.C 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 JDA Arbitration Panel. A Player who is permanently suspended pursuant to this Section 8.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 8.A.3 above. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 8.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 8.C, a prior DHEA violation of Section 8.E, 8.F, and/or 8.G of this Program (or any prior iteration of the Minor League Drug Program), or Section 7.E, 7.F, and/or 7.G.2 of the Major League Joint Drug Program, that resulted in at least a 25-game suspension shall be deemed a prior violation of Section 8.C in determining whether the positive test constitutes the Player's first, second, third, or fourth violation of Section 8.C.

1. First violation: Follow-up testing pursuant to Section 4.C above;

2. Second violation: 50-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 JDA Arbitration Panel. A Player who is permanently suspended pursuant to this Section 8.C.4 shall have the same right to seek reinstatement, and appeal any denial of such request, as a Player who is permanently suspended pursuant to Section 8.A.3 above. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 8.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, which penalty shall be subject to challenge before the JDA Arbitration Panel. 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, which penalty shall be subject to challenge before the JDA Arbitration Panel. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 8.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 8.E, a prior Performance Enhancing Substance violation of Section 8.A, 8.F, and/or 8.G of this Program (or any prior iteration of the Minor League Drug Program), or Section 7.E, 7.F, and/or 7.G.2 of the Major League Joint Drug Program, that resulted in at least a 30-game suspension shall be deemed to be a prior offense involving a Performance Enhancing Substance under this Section 8.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 8.E, a prior Stimulant or Drug of Abuse violation of Section 8.B, 8.C, 8.F, and/or 8.G of this Program (or any prior iteration of the Minor League Drug Program), or Section 7.B, 7.D, 7.E, 7.F, and/or 7.G.2 of the Major League Joint Drug Program, that resulted 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 this Section 8.E for purposes of determining whether the conviction or guilty plea constitutes the Player's first, second or third offense involving a Stimulant or a Drug of Abuse.

1. First offense involving a Performance Enhancing Substance: 80-game suspension or a suspension equal to the total number of championship season games in the league to which the Player is assigned at the time of his discipline under the Program,

whichever is shorter; 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: a suspension equal to the total number of championship season games in the league to which the Player is assigned at the time of his discipline under the Program, unless at the time of his discipline under the Program the Player is assigned to the Arizona or Florida Complex League, in which case the suspension shall be equal to twice the total number of championship season games in the league to which they are assigned; 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 in an appeal to the JDA Arbitration Panel 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 JDA Arbitration Panel shall have no authority to reduce any suspension imposed pursuant to this Section 8.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 8.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 JDA Arbitration Panel. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 8.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 suspension but not more than at 100-game suspension, unless at the time of his discipline under the Program the Player is assigned to the Arizona or Florida Complex League, in which case the suspension shall be equal to the total number of championship season games in the league to which they are assigned; First offense involving a Stimulant, DHEA or a Drug of Abuse: At least a 60-game but not more than a 90-game suspension, unless at the time of his discipline under the Program the Player is assigned to the Arizona or Florida Complex League, in which case the suspension shall be equal to the total number of championship season games in the league to which they are assigned.

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 in an appeal to the JDA Arbitration Panel 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 JDA Arbitration Panel shall have no authority to reduce any suspension imposed pursuant to this Section 8.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 8.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 JDA Arbitration Panel. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 8.F.3 is prohibited from attending Spring Training or entering Club facilities during his permanent suspension.

G. Other Violations

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 8.A through 8.F above, including, but not limited to, non-analytical positives, failure to cooperate with an investigation conducted by the Commissioner's Office (as provided in Article XVI into the use, possession, distribution, or sale of Prohibited Substances, or any attempt (either directly or indirectly) to conceal a violation of the Program, or interfere with an investigation conducted by the Commissioner's Office, through the destruction or concealment of evidence, the creation of fraudulent evidence, the inducement of individuals to lie or refuse to cooperate in an investigation, or the coercion or intimidation of witnesses. A Player may appeal any determination and penalty imposed by the Commissioner pursuant to this Section 8.G to the JDA Arbitration Panel. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 8.G is

prohibited from attending Spring Training or entering Club facilities during his permanent suspension.

H. Suspensions

1. For purposes of this Section 8, and except as set forth below in Sections 8.H.4 and 8.H.5 below, 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. A Player shall be deemed to have been eligible for a post-season or tie-breaker game if he was on the Club's active roster immediately preceding his suspension; a Player on a Club's Injured 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 8.A, 8.C, 8.E, 8.F, or 8.G involving a Performance Enhancing Substance or DHEA, or Section 8.B involving a Stimulant (including pursuant to Section 8.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. For the avoidance of doubt, a Player who began serving a full-season suspension for a violation involving a Performance Enhancing Substance on the first day of a championship season will be ineligible to participate in any tie-breaker or post-season games during that season after the 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 suspension is completed prior to the post-season and the JDA Arbitration Panel reduced the length of

a Player's suspension pursuant to Section 9.B.6 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 any 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. 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 or Minor League Spring Training games but shall be permitted to participate in "B" games where no tickets are sold. Pursuant to Section 8.H.1, 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 8.H.1, however, any such games missed will not be considered "games" for purposes of determining the duration of the Player's suspension.

6. All suspensions under the Program shall be without pay. Players suspended under the Program shall not receive pay for the period beginning on the date of the first game of the suspension and ending on the date of the last game of the suspension. For the avoidance of doubt, in no event shall a Player who is suspended for an entire season under the Program effective opening day of the championship season receive any compensation in connection with that championship season.

7. During the term of his suspension, a Player may consent to an unpaid assignment to a Minor League affiliate of a lower classification that shall not exceed six (6) days for a Player suspended between fifteen (15) 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 under the Program. 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 for a violation of the Program must serve the full suspension with the same Minor League Club for which he was playing at the time the suspension was announced or, in the case of an off-season suspension, the Minor League Club for which he was playing at the end of the prior season. Notwithstanding anything to the contrary in Major League Rule 14(a), a Player suspended under this Program shall be reinstated from the Restricted List immediately at the conclusion of the specified period of ineligibility.

J. Major League Discipline

A Player suspended under this Program is not permitted to be selected or otherwise placed on a 40-man roster before his suspension is complete. A Player who tests positive under (or otherwise violates) this Program, and who is not notified of that positive test result or other violation until after his promotion to a 40-man roster shall be treated as if the Player tested positive under or violated the Major League Joint Drug Program. Notwithstanding the preceding sentence, in any such challenge to a positive test result or violation that occurred while the player was subject to this Program, the terms of this Program (including, but not limited to, its Collection Procedures) 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 the Major League Joint Drug Program.

K. Multiple Substances

1. If a single specimen is positive (within the meaning of Section 4.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 6.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 4.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 4.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 4.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 4.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 a fine or a suspension) because of a Player's violation of the Program; provided, however, that a Club's termination of a Player's contract is not considered disciplinary and such a termination shall not violate this or any other provision of the Program irrespective of whether the Player is disciplined by the Commissioner's Office. For the avoidance of doubt, the Parties' side letter regarding "Minor League Players Terminated Prior to Discipline" would apply following the Player's termination where and to the extent applicable based on the terms of that side letter. Nothing in this Section 8.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.

9. APPEAL PROCEDURES

A. Procedures Following a Positive Test Result

The following procedures shall apply whenever the Medical Testing Officer reports to MLHPAC a test result for a Player that may be a positive test result for a Performance Enhancing Substance, Stimulant, DHEA, or Diuretic and Masking Agent, in violation of the Program.

1. As required by Section 4.F above, MLHPAC 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 4.F.

(a) After having provided notice to the Parties, and upon request by the Player or the Players Association, MLHPAC shall provide to the Parties, at least one day before any "B" specimen test is conducted, the documentation package prepared by the Medical Testing Officer for the "A" specimen. If requested by the Player or the Players Association, MLHPAC also shall direct the Medical Testing Officer to make arrangements for a "B" specimen test, which may be observed either in-person or remotely by a representative of the Player, the Players Association, and/or the Commissioner's Office. Absent extraordinary circumstances (which shall not include routine scheduling conflicts), "B" specimen tests shall be completed within seven (7) days from the date the request is submitted. Upon request by the Player or the Players Association, MLHPAC shall provide to the Parties as soon as practical the documentation package prepared by the Medical Testing Officer for the "B" specimen. (Any documentation packages requested for the "A" and/or "B" specimens will be referred to as the "litigation package.")

(b) If a Player wishes to invoke Section 4.G above ("Multiple Discipline for the Same Use"), he shall make application to MLHPAC within three (3) business days of

being notified of the positive test result. MLHPAC shall then refer the matter to the Medical Testing Officer, consistent with Sections 1.E and 4.G. The Medical Testing Officer shall forward his or her opinion to MLHPAC, which shall in turn forward that opinion to the Parties as part of the litigation package.

(c) If a dispute arises regarding the application of Section 4.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 the information called for in Section 9.A.1 above (the "Pre-Discipline Conference"). The Parties' discussions at the Pre-Discipline Conference shall be considered confidential and not admissible in any appeal proceedings challenging the reported test result. If the Parties agree to hold open the Pre-Discipline Conference for more than two (2) business days beyond the date that the Pre-Discipline Conference was initiated, the Player involved will be deemed to have utilized the stay for first-time violators provided for under Sections 9.A.3 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 Pre-Discipline Conference for more than two (2) business days in connection with the Player's prior positive test result shall be treated as a "stay" under Section 9.A.3 below, regardless of whether the Player ultimately availed himself of a stay of the suspension pending an appeal in that prior case, and, accordingly, any suspension associated with the subsequent violation shall not be stayed under Section 9.A.3 in the event that the Player or the Players Association appeals 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 9 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 Pre-Discipline Conference described in Section 9.A.2 above, shall notify the Player and the Players Association of the discipline imposed for the reported test result. Any discipline imposed on a Player pursuant to this Program shall not be effective until the third business day after the discipline has issued. Any Player who is disciplined pursuant to this Program may appeal that discipline prior to the effective date. If the Player appeals the discipline before the effective date, the Player's discipline shall be stayed until the appeal is decided by the JDA Arbitration Panel or the Hearing Officer; provided, however, that a Player who previously had discipline stayed pursuant to this Program shall not be entitled to a second stay unless his prior suspension was overturned or rescinded.

B. Appeal of Determination or Discipline

1. Appeal Process. A Player who wishes to challenge a determination or discipline imposed on him by the Commissioner's Office pursuant to this Program may do so by filing an appeal of the determination or discipline prior to the effective date of such discipline, consistent with Section 9.A above. Notwithstanding the procedures set forth in Article XIV of the Minor League Basic Agreement, the following standards and procedures shall apply to all appeals under this Program.

2. JDA Arbitration Panel.

(a) *Jurisdiction.* The JDA Arbitration Panel shall have jurisdiction to review the following appeals and determinations arising under the Program:

(i) any grievance seeking mitigation pursuant to Section 9.B.7;

(ii) any grievance asserting the affirmative defense pursuant to Section 9.B.6 that involves a positive test for a substance that is eligible for mitigation pursuant to Section 9.B.7[1] and in which the Player and the Players Association intend to introduce evidence regarding how the prohibited substance entered the Player's body (which shall be detailed in the notice of appeal); and

(iii) any other violation or determination arising under a Section of the Program that expressly provides for JDA Arbitration Panel review.

(b) *Composition.* The "JDA Arbitration Panel" shall mean an impartial arbitrator jointly selected by the Labor Relations Department ("LRD") and the Association (the "JDA Panel Chair"), or, where either Party elects in advance of the opening of the hearing in a matter, a tripartite panel so empowered and composed of an impartial arbitrator and two party arbitrators, with one appointed by the Association and the other appointed by the LRD. Decisions of the JDA Arbitration Panel shall be made by the impartial arbitrator or, where the panel is tripartite, by majority vote. For the avoidance of doubt, the JDA Panel Chair is a separate and distinct appointment from the Panel Chair under Article XIV of the Minor League Basic Agreement, and the same individual shall not simultaneously hold the JDA Panel Chair role and Article XIV Panel Chair role.

In the event the Association and the LRD are unable to agree upon the appointment of an impartial arbitrator to serve as JDA Panel Chair, they jointly shall request that the American Arbitration Association furnish them a list of prominent,

[1] For the avoidance of doubt, in a situation where a Player tests positive for multiple substances as contemplated in Section 8.K, the JDA Arbitration Panel shall have jurisdiction over an appeal of discipline pursuant to Section 9.B.1(a)(ii) only if all Performance Enhancing Substances for which the Player tested positive are subject to mitigation pursuant to Section 9.B.7. In the event the Player tests positive for multiple Performance Enhancing Substances in the same sample and one of the Performance Enhancing Substances is not subject to mitigation pursuant Section 9.B.7, the appeal of discipline will be heard by the Hearing Officer absent the applicability of another provision of the Program that provides the JDA Arbitration Panel with jurisdiction to hear the dispute (*e.g.*, Section 9.B.2(a)(iii)).

professional arbitrators. Upon receipt of said list, they shall alternate in striking names from the list until only one remains. The arbitrator whose name remains shall be deemed appointed as the JDA Panel Chair. Absent mutual agreement on the appointment of a JDA Alternate Panel Chair, the Parties shall employ this same process for selecting a JDA Alternate Panel Chair in the event the JDA Panel Chair is unavailable (and/or the position of Panel Chair is vacant) to hear a JDA matter within the JDA Arbitration Panel's jurisdiction within the timeframe provided in Section 9.B.9.

With regard to the arbitration of grievances within its jurisdiction, the JDA Arbitration Panel shall apply the rules of procedure set forth in Article XIV(C)(3) of the Minor League Basic Agreement. The JDA Arbitration Panel has jurisdiction and authority only to determine the existence of or compliance with, or to interpret or apply, this Program, and any other agreements attached or otherwise related thereto. The JDA Arbitration Panel shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of the Program, or any agreements attached or related thereto. The JDA 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 8, except as expressly provided for in Section 9.B.7 below.

3. Hearing Officer Authority. Any appeals of a determination or discipline imposed under the Program that are not within the jurisdiction of the JDA Arbitration Panel shall be heard and decided by a Hearing Officer designated by the Commissioner or the Commissioner's Designee. The Hearing Officer who presides over such an appeal shall have the authority only to uphold, reduce, or vacate the discipline; provided, however, that the Hearing Officer shall have no authority to reduce the discipline imposed by the Commissioner's Office below the stated level established for the specific violation as set forth in Section 8.

A hearing before a Hearing Officer shall be conducted in a collaborative and informal manner, consistent with the expedited nature of such matters, as set forth in Article XIV(B)(3) of the

Minor League Basic Agreement. Neither the formal rules of evidence nor the rules of procedure applicable to Grievances set forth in Article XIV(C)(3) shall govern.

4. Burden of Proving the Violation. In any appeal of discipline under the Program based on a positive test result, the Commissioner's Office shall have the burden of establishing that a Player's test result was "positive" (as that term is defined herein), 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 relying on 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 9.A.1(a) above 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 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.

5. Challenges to the Proof of 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 of proof by demonstrating that (a) there was no deviation; (b) the deviation was authorized by representatives of both Parties on MLHPAC; or that (c) the deviation did not affect the accuracy or reliability of the test result.

6. 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.

7. 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 JDA Arbitration Panel may reduce the mandated suspension set forth in Section 8.A, subject to the following: (i) the Panel may not reduce the penalty for a first-time violation to fewer than thirty (30) games, unless at the time of discipline the Player is assigned to the Arizona or Florida Complex League, in which case the Panel may not reduce the penalty for a first-time violation to fewer than twenty (20) 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 JDA Arbitration Panel shall have no authority to reduce the mandated penalty under Section 8.A if the discipline issued pursuant to Section 8.A was based on a positive test result for any of the following Performance Enhancing Substances

listed in Section 2.B: Testosterone (No. 65); 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. 72); Chorionic Gonadotrophin (hCG) and Luteinizing Hormone (LH) (No. 74); Selective Estrogen Receptor Modulators, including Raloxifen, Tamoxifen and Toremifen (No. 76); Other Antiestrogens, including Clomiphene, Cyclofenil, and Fulvestrant (No. 77); Boldenone (No. 11) (and metabolites); Nandrolone (No. 48) (and metabolites); and Stanozolol (No. 63) (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.

8. Other Appeals. In any case involving an alleged violation of Section 4.E.2 or 4.E.3, or any determination made under Section 4.G, the JDA Arbitration Panel's review of the determination shall be *de novo.* Neither Party shall have the burden of proof with respect to whether the determination should be affirmed by the JDA Arbitration Panel.

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 JDA Arbitration Panel or Hearing Officer. Such a challenge should be filed as an appeal before the JDA Arbitration Panel. Should such a challenge be upheld, the JDA Arbitration Panel shall make the Player whole, including, but not limited to, recoupment of lost salary (with interest) and service time.

9. Timing of Hearings. Any appeal filed pursuant to this Section 9 shall deemed automatically appealed to either the JDA Arbitration Panel or Hearing Officer. The JDA Arbitration Panel or Hearing Officer shall convene a hearing as soon as practicable and, absent good cause shown, no later than (10) days after the

appeal was filed. The JDA Arbitration Panel or Hearing Officer shall make reasonable efforts to close the record at such time so as to permit an award to issue withing twenty-five (25) days following the opening of the hearing.

10. Precedent. Notwithstanding anything to the contrary in the Minor League Basic Agreement (including Article XIV(D)), Major League Arbitration Panel Decision Nos. 110, 111, 118, 119, 121, 122, 124, 125, 130, 131, 132, 134, 135, 138, 139, 140, 142, 143, 144, 147, and 147A shall be treated as precedent of the JDA Arbitration Panel for purposes of interpreting this Section 9.B.

A decision of the JDA Panel Chair (or a tripartite panel that includes the JDA Panel Chair) shall constitute precedent of the JDA Arbitration Panel for the purposes of the Program and other related agreements within the jurisdiction of the JDA Arbitration Panel set forth herein. A decision of a JDA Alternate Panel Chair (or a tripartite panel that includes the Alternate Panel Chair) shall not constitute precedent of the JDA Arbitration Panel.

Rulings, decisions, or interpretations of Hearing Officers shall not constitute precedent of, and shall not be admissible, cited, or otherwise relied upon in any proceeding before the JDA Arbitration Panel or Minor League Arbitration Panel, including in a hearing conducted by an Alternate Panel Chair.

Rulings, decisions, or interpretations of Hearing Officers and the JDA Arbitration Panel, and materials relating to proceedings before Hearing Officers and the JDA Arbitration Panel (*e.g.*, pleadings, correspondence, transcripts, evidence, arguments, etc.), shall not constitute precedent, and shall not be admissible, cited, or otherwise relied upon in any proceeding conducted pursuant to the Grievance Procedure in Article XI of the Major League Basic Agreement, or for any other purpose related to the interpretation or administration of any agreements applicable or relating to Major League Players.

Rulings, decisions, interpretations, suspensions, fines, or discipline related to any subject matter covered by this Program imposed by the Commissioner or his or her designee, the Commissioner's Office or its designee, or any Club on a Minor

League Player or Players that predate the effective date of this Program shall not be admissible, cited, or otherwise relied upon in any proceeding before the JDA Arbitration Panel or a Hearing Officer.

11. Representation of Parties. The Players Association and the Player will be represented during the appeal process arising under the Program 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.

10. EDUCATIONAL PROGRAMS AND MATERIALS

MLHPAC shall have the following duties and responsibilities in support of the objectives of the Program:

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 Mental Health or Addiction Expert (or organization) to assist with the educational programs described above, as well as other topics related to Drugs of Abuse and addictive substances as identified and approved by the Treatment Board;

3. To administer and update an online educational program, which shall be completed by each Player each season;

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

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

MLHPAC 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. MLHPAC will seek input from the Strength and Conditioning Advisory Committee on these subjects and will provide copies of all educational materials to the Players Association.

11. COSTS OF THE PROGRAM

Any costs for the treatment and testing of Players on a Treatment Program which are not covered by a Player's health insurance plan shall be borne by the Player's Club. The costs of all other testing conducted pursuant 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.

12. 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, DFSI, the Testing Laboratory, and any other third parties with whom the Parties jointly consult in connection with the administration of the Program.

13. EFFECTIVE DATE AND TERM

The effective date of the Program is March 30, 2023. The termination date and time of the Program shall be December 1, 2027, at 11:59 P.M.

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 Developmental 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.

MAJOR LEAGUE BASEBALL'S
JOINT MINOR LEAGUE DRUG PREVENTION AND TREATMENT PROGRAM

TESTING PROTOCOLS AND COLLECTION PROCEDURES

MAJOR LEAGUE BASEBALL'S
JOINT MINOR LEAGUE DRUG PREVENTION
AND TREATMENT PROGRAM

TESTING PROTOCOLS AND
COLLECTION PROCEDURES

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URINE SPECIMEN TESTING PROTOCOLS

A. DRUGS OF ABUSE

A test will be considered positive if any Drug of Abuse as defined in Section 2.A of the Program is present, unless specified otherwise below:

Drug of Abuse	Confirmation Test Level (ng/mL)
Cocaine Metabolites	100
Heroin (6-Acetylmorphine)	10
Hydrocodone/Hydromorphone	100
MDMA	250
Opiates/Metabolites	2,000
Oxycodone/Oxymorphone	100
Phencyclidine (PCP)	25

B. PERFORMANCE ENHANCING SUBSTANCES

A test will be considered positive if any Performance Enhancing Substance as defined in Section 2.B of the Program (including any metabolites thereof) is present. Notwithstanding the foregoing, the presence of the following Performance Enhancing Substances set forth below shall be considered a positive test result only if the concentration estimated in the sample (after any adjustment pursuant to the following sentence) exceeds the corresponding confirmation test level set forth below.

Performance Enhancing Substance	Confirmation Test Level (ng/mL)
Clenbuterol (#14)	1.0
Clostebol (#15)	0.5
GW-1516 (#78)	0.05
Nandrolone (#48)	2.0
Ractopamine (#61)	1.0
Selective Androgen Receptor Modulators (#62)	0.05
Trenbolone (Epitrenbolone) (#68)	1.0
Zeranol (#69)	1.0
Zilpaterol (#70)	1.0

When one (or more) of these Performance Enhancing Substances with a Confirmation Test Level is detected in a urine "A" sample, and the specific gravity (SG) of that "A" sample (as measured by the laboratory) is greater than (>) 1.018, the concentration of the Performance Enhancing Substance(s) estimated in the "A" sample shall be adjusted prior to reporting according to the following equation:

$$\text{(Eq. 2)} \qquad \text{Conc}_{\text{adj}} = \frac{(1.020 - 1)}{(\text{SG}_{\text{Sample\_Max}} - 1)} \cdot \text{Conc}_{\text{measured}}$$

C. STIMULANTS

The presence of a Stimulant as defined in Section 2.C of the Program shall be considered a positive test result only if the level exceeds 150 ng/mL, unless specified otherwise below:

Stimulant	**Confirmation Test Level**
Amfepramone (Diethylproprion)	500 ng/mL
Cathine (Norpseudoephedrine)	5 µg/mL
Ephedrine	10 µg/mL
Methylephedrine	10 µg/mL
N,alpha-Diethylphenylethylamine	100 ng/mL
N-ethyl-1-phenyl-2-butanamine	100 ng/mL

Notwithstanding anything to the contrary set forth above, for any specimen sent to the Testing Laboratory for testing with a Specific Gravity of less than 1.0050, the presence of a Stimulant shall be considered a positive test result if the confirmation test level exceeds 100 ng/mL, unless the Stimulant is one of the six (6) Stimulants set forth above, in which case the confirmation test level shall remain as set forth above.

D. DIURETICS AND MASKING AGENTS

A test will be considered positive if any Diuretic or Masking Agent as defined in Section 2.E of the Program (including any metabolites thereof) is present. Notwithstanding the foregoing, the presence of Probenecid (#47) shall be considered a positive

test result only if the confirmation test level exceeds 200 ng/mL, and the presence of the following Diuretics and Masking Agents shall be considered a positive test result only if the concentration estimated in the sample exceeds 20 ng/mL:

Acetazolamide (#1)
Althiazide (#2)
Amiloride (#3)
Bendroflumethiazide (#6)
Benzthiazide (#7)
Bumetanide (#9)
Buthiazide (#10)
Canrenone (#11)
Chlorothiazide (#14)
Chlorthalidone (#15)
Cyclopenthiazide (#20)
Cyclothiazide (#21)
Desmopressin (#22)
Epithiazide (#25)
Ethacrynic Acid (#27)
Flumethiazide (#30)
Furosemide (#31)
Hydrochlorothiazide (#32)
Hydroflumethiazide (#33)
Indapamide (#34)
Methylclothiazide (#40)
Metolazone (#42)
Plasma Expanders (*e.g.*, intravenous administration of Albumin, Dextran, Hydroxyethyl Starch and Mannitol) (#45)
Polythiazide (#46)
Spironolactone (#50)
Torasemide (#54)
Triamterene and Vaptans (*e.g.,* Tolvaptan) (#55)
Trichlormethiazide (#56)

DOCUMENT RETENTION

1. Unless instructed otherwise by DFSI, Collectors shall deliver any documents related to a specimen collection to a FedEx office immediately following the completion of a collection. Collectors do not retain any documents for specimen collections. Following the completion of a collection event, DFSI will notify MLHPAC by uploading a secure and encrypted electronic communication that contains the Player's name and the Specimen Identification Number.
2. Once the Testing Laboratory reports a negative test result for a specimen, it will maintain all documents related to that specimen for thirty-six (36) months.
3. When the Testing Laboratory reports a positive test result for a specimen, it will notify MLHPAC by uploading a secure and encrypted electronic communications that contains the test results and the Specimen Identification Number.
4. MLHPAC will maintain all documents related to all positive and negative test results under the Program in a secure and encrypted online system, and will monitor this system and take reasonable steps to ensure that the information contained in the system is secure and not at risk of being compromised.

COLLECTION PROCEDURES

I. TEST SCHEDULING AND NOTIFICATION PROCEDURES

Doping Control Officers ("DCO"s), Chaperones, and Club representatives (*e.g.*, Certified Athletic Trainers) must follow the following test scheduling and notification procedures. Clubs should immediately inform the Office of the Commissioner if a DCO does not comply with any of these procedures:

A. Spring Training and In-Season Collections

1. Under no circumstances will DCOs provide Clubs or Players with advance notice of a collection.

2. DCOs will arrive at the ballpark no earlier than 30 minutes prior to a collection. Club representatives will not be provided with any information on the Player(s) selected for testing until after the DCOs' arrival at the ballpark. Collections may occur pre-game and/or post-game.

3. Players will not be notified that they have been selected for testing until after the Club representative is informed of the Player(s) selected for testing. Players must report to the collection area immediately upon notification. Under no circumstances are Players to be notified that they have been selected for testing prior to their arrival at the ballpark.

4. Chaperones will be responsible for monitoring the Player between the time of notification and the time the Player checks in with the collector, and at all other times when he is not under supervision of a DCO prior to the completion of his collection. Players must immediately report to the collection site upon notification, but may conduct work-related activities (*e.g.*, receive treatment) under the observation of a Chaperone if they are unable to immediately provide a sample.

B. Off-Season Collections

1. Players shall provide Drug Free Sport International ("DFSI") with current off-season contact and location information. The Player may submit his off-season contact information at the website address provided by DFSI. Players will be given advance notice of the website address for its off-season contact information form. A Player shall update DFSI if his contact or location information changes during the off-season.

2. DCOs will provide Players with as little notice as practical of an off-season collection. In no event should a Player receive more than 24-hours' notice of an off-season collection. Once a Player has been notified of an off-season collection, the collection must occur as soon as possible. An off-season collection shall take place at the Player's off-season residence, or, with consent of the Player, at a third-party, neutral location within reasonable distance from the Player's off-season location.

II. URINE SPECIMEN COLLECTION PROCEDURES

All DCOs and Players must adhere to the following collection procedures. All urine specimens will be collected by Drug Free Sport International DCOs with the InnoVero SAFESystem™ Kit. Clubs should immediately inform the Office of the Commissioner if a DCO does not comply with any of these procedures:

1. Only those authorized by the DCO will be allowed in the collection area.

2. The DCO shall not be responsible for providing food or fluids to Players.

3. Upon entering the collection area, the DCO will record the date and time of the Player's arrival to the collection area and confirm the identity of the Player based on photo-identification. If the Player does not have photo identification, the Club representative will confirm the Player's identity.

4. The Player may not carry any item into the collection area when a specimen is being provided (including but not limited to, cell phones, tablets, and/or any other electronic device).

5. The Player must remain in visual contact with the DCO until the collection is complete.

6. When ready to urinate, the Player will select a sealed Collection Cup from a supply of such. The Collection Cup will be kept in the DCO's sight at all times.

7. The DCO will monitor the furnishing of the urine specimen by the Player under direct visual observation until a specimen of at least 90 mL is produced. The DCO must have a clear and unobstructed view of the passing of the specimen.

8. If the Player is unable to provide a complete specimen and must leave the collection area for a work-related reason (*e.g.*, receive treatment), the incomplete specimen must be packaged in accordance with the Partial Urine Specimen Protocol described below. The Player will be monitored by a Chaperone at all times until he returns to provide a complete specimen.

9. The DCO who observed the furnishing of the urine specimen will attest by signature that the specimen was provided under his direct observation.

10. In the presence of the Player, the DCO will pour off a small amount of the specimen into another vial and measure the specimen's specific gravity ("SG"). If the specimen has a SG below 1.005, the specimen shall continue to be processed and sent to the laboratory in accordance with these procedures, except that the DCO shall note that the SG is out-of-range. Notwithstanding the foregoing, a sample with a volume of at least 150ml with an SG of 1.003 or higher will be considered in-range. If the Player provides a dilute specimen, the Player shall be required to provide an additional specimen under direct observation following the steps described above.

    a. If the dilute specimen is provided during a pre-game collection, the Player shall be permitted to resume his

regular pre-game and game activities with monitoring by a Chaperone. If a Player has not provided a second specimen by the end of the game, he shall report to the collection site to be sequestered with the DCO and/or the Chaperone. The Player will be released after sixty (60) minutes from the time of reporting to the collection site after the game, or immediately after providing his second specimen, whichever occurs first.

b. If the Player provides a dilute specimen during a post-game collection, the Player shall be sequestered at the collection site with the DCO and/or the Chaperone. The Player will be released after sixty (60) minutes from the time of providing his first specimen or immediately after providing his second specimen, whichever occurs first.

c. If a Player is unable to provide a non-dilute specimen (either pre-game or post-game), MLHPAC will schedule the Player for additional collections until the Player is able to provide a non-dilute specimen. The additional collections will be conducted the following day, or as soon as is practicable, taking into account scheduling issues with DFSI and the Player's Club.

11. For all specimens being sent to the laboratory, the Player will select an InnoVero SAFESystem™ Kit from a supply of such. The DCO will ask the Player to make certain that all Specimen ID Numbers on the box, specimen bottles, and additional Specimen ID Number Labels are the same.

12. Under observation of the Player, the DCO will remove the seals on the kit, pour the specimen from the Collection Cup into the two specimen bottles, and place the security cap on each bottle. The DCO shall turn the security cap clockwise until it locks into place.

13. The DCO and the Player will attest by signature that the collection procedures were followed and that the specimen is secure and is his urine.

14. Unless instructed otherwise, the DCO should not deliver specimens to a courier if the courier is unable to ship them to

the laboratory on the day they are received. When the DCO maintains custody of specimens, he will maintain the specimens in a cool, secure location (*e.g.*, his residence) until they are transported to the laboratory or consigned to a courier for shipment.

III. PARTIAL SPECIMEN PROCEDURES

Any Player who provides a partial urine specimen (*i.e.*, a urine specimen less than the required 90 mL) and is required to leave the collection area for a permissible reason (*i.e.*, to participate in pregame activities) must be monitored by a Chaperone. The Player must choose to either:

1. Discard the partial urine specimen, leave the collection area while being monitored by a Chaperone at all times, and return to the collection area to provide another specimen; or
2. Process the partial specimen as outlined below, leave the area while being monitored by a Chaperone at all times, and return to the collection area to complete the specimen.

Partial Specimen Packaging Protocol:

1. The partial urine specimen must remain in the Collection Cup.
2. The Player will select a sealed InnoVero SAFESystem™ Partial Specimen Kit from a supply of such. The DCO will instruct the Player to open the Kit and remove its contents (Partial Specimen Kit Bag and Security Tag).
3. The DCO shall have the Player initial the Partial Specimen Kit Bag.
4. The DCO shall place the Collection Cup containing the partial specimen into the initialed Partial Specimen Kit Bag and seal the Bag.
5. The DCO shall place the Partial Specimen Kit Bag containing the Collection Cup into the Partial Specimen Storage Vault and close the lid.

6. The DCO shall thread the Security Tag bearing a Partial Sample Barcode ID through the hole in the Partial Specimen Storage Vault and tighten to engage and secure the sample.
7. The DCO processes the partial specimen by entering the partial specimen ID number through a scan of the partial specimen zip tie. The DCO will record the partial specimen volume and place the Partial Specimen Storage Vault in a secure area within the collection area.
8. The DCO and the Player will attest by signature that the Partial Specimen Packaging Protocol was followed and that the specimen is secure and is his urine. The DCO shall inform the Player that he must return to the collection area when he is able to provide additional urine.
9. After the Player returns to the collection area, the Player will show his identification to the DCO and confirm that the Partial Specimen Storage Vault's Security Tag is secure and intact. If the Player is satisfied that the partial specimen is secure and tamper-free, the Player will then provide additional urine into a new Collection Cup according to the urine specimen collection procedures.
10. In the event that the Player does not provide the required 90 mL specimen and must leave the collection area for a permissible reason, the DCO will begin with step 1 of this Partial Specimen Protocol until the required 90 mL specimen is obtained.
11. Once the required 90 mL specimen is obtained, the DCO will package the specimen in the usual manner for shipping to the laboratory.
12. The DCO and the Player will attest by signature that all collection procedures were followed, including this Partial Specimen Protocol, and that the specimen is his urine.

IV. BLOOD SPECIMEN COLLECTION PROCEDURES

A. Dried Blood Spot Specimen Collections

Throughout the dried blood spot collection process, the DCO will administer the collection of the specimen. It is important that the DCO wears gloves and has a time keeping device during the collection process.

1. The DCO will instruct the Player to select a dried blood spot testing kit from a selection of such.
2. Once the Player has selected a kit, the DCO will open the dried blood spot testing kit, remove its contents, and along with the Player, check for evidence of tampering.
3. The DCO will utilize the enclosed alcohol swab to wipe the outside of the Player's upper arm and let it dry.
4. While the Player's upper arm is drying, the DCO will open the white device pouch by pulling the two layers apart.
5. The DCO will remove the device from its pouch. **The DCO will not remove the plastic cover or press the red button yet.**
6. Next, the DCO will pull the tab behind the red button to remove the paper backing from the device exposing the adhesive. **The DCO will not set the device down at this point.**
7. The DCO will apply the device to the outside of the Player's upper (non-dominant) arm with the sample cartridge (the area under the red button with the red rectangle around it) pointing downwards.
8. The DCO should then remove the plastic cover from the red button and then press the red button firmly until a click is heard.
9. The device should remain on the Player's upper arm for 3 minutes. The sample cartridge is considered full when the 4 pods are filled, and blood appears at the side of the sample cartridge. The DCO should have a time keeping device ready

to ensure that the device remains on the Player's upper arm for the entire 3 minutes.

10. While waiting for the device to fill with blood, the DCO will instruct the Player to select a set of specimen barcode seals from an available supply and have the Player confirm that all the specimen barcode seals on the sheet match.

11. The DCO will then slowly peel the device off the Player's upper arm. If needed, the Player can use the bandage enclosed in the dried blood spot testing kit.

12. To package the sample for shipment to the laboratory, the DCO will place one of the small specimen barcode seals from the sheet around the upper portion of device (*i.e.*, the portion of the device with the red button) and peel the clear film off the sample cartridge to expose the sample pod vents.

13. The DCO will then insert the device into the silver specimen bag, seal it, and place it back into the dried blood spot testing kit box. The small moisture packs in the silver specimen bag must be left in the specimen bag with the sample.

14. The DCO will then remove the adhesive covering on the kit box to close and seal the specimen in the box.

15. The DCO shall place a specimen barcode seal on the dry blood spot testing kit box. **The entire barcoded number must be placed on the top of the dry blood spot testing kit box.**

16. The remaining specimen barcode seal should be placed on the Blood Specimen Tracking Roster next to the Player's name. The DCO shall adhere the A vial seal to the white copy of the Athlete Specimen Processing Form and the B vial seal to the pink copy of the Athlete Specimen Processing Form.

17. Once all samples have been collected, the DCO will place all dry blood spot samples in a shipping container to send to SMTRL in Salt Lake City, Utah. Dry blood spot samples must be shipped via FedEx Standard Overnight.

B. <u>Venous Blood Draws</u>

All DCOs, Blood-Collection Assistants ("BCA"s), and Players must adhere to the following collection procedures. Clubs should immediately inform the Office of the Commissioner if a DCO or BCA does not comply with any of these procedures:

1. DCOs and BCAs are responsible for maintaining control and cleanliness in the collection area. Only those authorized by the DCO will be allowed in the collection area.
2. The DCO shall not be responsible for providing food or fluid to Players.
3. Upon entering the collection area, the DCO will record the date and time of the Player's arrival to the collection area and confirm the identity of the Player based on photo-identification. If the Player does not have photo identification, the Club representative will confirm the Player's identity.
4. The Player may not carry any item into the collection area when a specimen is being provided.
5. The Player must remain in visual contact with the DCO until the collection is complete.
6. The DCO will select the Player's Athlete Specimen Processing Form and complete the top section.
7. The DCO will ask the Player to verbally indicate his non-dominant arm or to mark his non-dominant arm with a small "x" pen mark.
8. The Player will select a sealed needle accessory pack (2 sterile Vacutainer™ collection tubes, a sterile needle, and blood draw holder). The BCA will remove its contents and assemble the needle and blood draw holder. The Vacutainer™ collection tubes, needle, and holder will remain in the BCA's possession at all times until the packaging of the specimen.
9. The Player will select a sealed InnoVero SAFESystem™ Kit from a supply of such. The DCO or BCA will remove the

contents of the transport kit and verify with the Player that the specimen barcode labels match those printed on the transport kits. The DCO or BCA will place one barcode label lengthwise on each of the Vacutainer™ collection tubes.

10. The BCA will proceed with the blood draw.
    a. The BCA will verify the marked arm and a tourniquet will be applied to that. The puncture site will be cleaned with an alcohol swab.
    b. The BCA will insert the needle and collect 5 mL of blood per collection tube (total 10 mL).
        i. The tourniquet should be removed following insertion of the needle.
        ii. No more than 2 attempts to insert the needle shall be performed. If the BCA is unable to obtain a specimen within 2 attempts, the collection will be discontinued for the Player.
        iii. Vacutainer™ collection tubes must remain in Player's view at all times.
        iv. Vacutainer™ collection tubes must be inverted gently 5 times following collection.
    c. After withdrawing the needle, the BCA will place gauze over the puncture site and bandage.
    d. The DCO or BCA will advise the Player not to undertake strenuous exercise using the non-dominant arm for 30 minutes.
    e. The BCA should be prepared to provide first aid, if necessary.
11. The BCA must dispose of blood collection equipment with the required bio-hazardous waste standards.
12. Once a blood specimen of adequate volume has been provided, the DCO or BCA will record the specimen barcode number on the Athlete Specimen Processing Form and confirm the accuracy with the Player.

13. The DCO or BCA will place the Vacutainer™ collection tube into each the “A” and “B” Bottles and turn the security cap clockwise until it locks into place.

    a. Each specimen bottle containing a Vacutainer™ collection tube will be placed in a blood specimen bag, which shall be sealed.

    b. Specimens must remain at room temperature for 10-15 minutes prior to being made ready for transportation.

14. The Player will sign in the space provided stating that the collection was conducted in accordance with protocol or note any problems they believe occurred with the collection.

15. The BCA will sign in the space provided stating that the collection was conducted in accordance with protocol or note any problems they believe occurred with the collection.

16. The DCO will sign in the space provided stating that the collection was conducted in accordance with protocol or note any problems they believe occurred with the collection.

17. The DCO shall ensure all information is complete and verify with the Player. The DCO shall offer the Player the pink copy of the Athlete Specimen Processing Form.

18. The DCO will count and secure all sealed specimens in an approved temperature controlled shipping container in accordance with protocol and ensure that the temperature monitor inside the container is accurately recording the temperature.

19. Unless instructed otherwise, the DCO should not deliver specimens to a courier if the courier is unable to ship them to the laboratory on the day they are received. When the DCO maintains custody of specimens, he will maintain the specimens in a secure location (*e.g.*, his residence) until they are transported to the laboratory or consigned to a courier for shipment.