MAJOR LEAGUE BASEBALL'S
JOINT DRUG PREVENTION AND TREATMENT PROGRAM

TABLE OF CONTENTS

MAJOR LEAGUE BASEBALL'S JOINT DRUG PREVENTION AND TREATMENT PROGRAM

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

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

1. OVERSIGHT AND ADMINISTRATION

A. Independent Program Administrator

1. Selection and Tenure

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

(b) The IPA shall be appointed for a term commencing on January 1, 2022 and ending on December 31, 2026. Thereafter, the IPA shall continue to serve successive five (5) year subsequent

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

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

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

(e) If the IPA is removed by decision of the Arbitration Panel, the Parties shall have thirty (30) days to attempt to select a successor. If the Parties are unable to select a successor by the thirtieth day, they shall present a list of candidates to the Panel

Chair by 5:00 PM (ET) on the first business day following the end of the 30-day period. Within ten (10) days of receipt of the list, the Panel Chair, after consultation with the Parties, will select the new IPA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Testing Officer, and/or the Chairperson of the Expert Panel to participate in these conferences.

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

B. Treatment Board

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

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

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

(a) The Party Representatives shall select two (2) individuals to be available as fifth members of the Treatment Board (the "Fifth Member"). The Fifth Members shall be labor arbitrators who are affiliated with either the American Arbitration Association or the National Academy of Arbitrators. The two (2)

individuals selected as potential Fifth Members will serve for one-year terms beginning on January 1 and ending on December 31. Unless a Party notifies the other in writing by October 31 of each year of its intent to replace a Fifth Member, the Fifth Member's term will be automatically renewed for an additional year.

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

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

C. Collection Services

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

D. Laboratory Analysis

For the term of this Program, laboratory analysis under the Program shall be performed by a World Anti-Doping Agency

accredited laboratory selected by the Parties (the "Testing Laboratory").

E. Medical Testing Officer

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

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

F. Expert Panel on ADHD

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

G. Medical Advisory Panel

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

Advisory Panel shall perform the functions set forth in Section 3.H of the Program.

H. Annual Review of the Program

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

2. PROHIBITED SUBSTANCES

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

A. Drugs of Abuse

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

where expressly indicated in the Program. The following substances and their analogs are covered by the Program as Drugs of Abuse, their Schedule classification notwithstanding:

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

B. Performance Enhancing Substances

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

1. Androstadienedione
2. Androstanediol
3. Androstanedione
4. Androstatrienedione (ATD)
5. Androstenediol
6. Androstenedione
7. Androst-2-en-17-one (2-Androstenone, Delta-2)
8. Androstenetrione (6-OXO)
9. Bolandiol
10. Bolasterone
11. Boldenone

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

47. 17a-methyl-Δ1-dihydrotestosterone
48. Nandrolone
49. Norandrostenediol
50. Norandrostenedione
51. Norbolethone
52. Norclostebol
53. Norethandrolone
54. Oxabolone
55. Oxandrolone
56. Oxymesterone
57. Oxymetholone
58. Promagnon (4-Chloro-17α-methyl-androst-4-ene-3, 17β-diol)
59. Prostanozol
60. Quinbolone
61. Ractopamine
62. Selective Androgen Receptor Modulators (SARMs)
63. Stanozolol
64. Stenbolone
65. Testosterone
66. Tetrahydrogestrinone
67. Tibolone
68. Trenbolone (Epitrenbolone)
69. Zeranol
70. Zilpaterol
71. Any salt, ester or ether of a drug or substance listed above
72. Human Growth Hormone (hGH), Secretagogues and Peptides, including Alexamorelin, Anamorelin, AOD-9604, CJC-1295, Growth Hormone Releasing Hormone (GHRH), Growth Hormone Releasing Peptides (GHRP), Hexarelin, Ibutamoren (MK-0677), Ipamorelin, Myostatin Inhibitors, Pralmorelin, Sermorelin, Tesamorelin, Thymosin Beta 4 (TB-500), and Triptorelin
73. Insulin-like Growth Factor (IGF-1), including all isomers of IGF-1, sometimes referred to as Mechano Growth Factors
74. Chorionic Gonadotrophin (hCG) and Luteinizing Hormone (LH)

75. Aromatase Inhibitors, including Anastrozole, Letrozole, Aminoglutethimide, Exemestane, Formestane, and Testolactone
76. Selective Estrogen Receptor Modulators, including Raloxifen, Tamoxifen, and Toremifen
77. Other Anti-estrogens, including Clomiphene, Cyclofenil, and Fulvestrant
78. Metabolic Modulators, including Peroxisome Proliferator Activated Receptor δ (PPARδ) agonists, including GW 1516, GW 0742, AICAR, and SR9009 (Stenabolic)
79. Erythropoiesis-Stimulating Agents, including Erythropoietin (EPO)
80. HIF Stabilizers, including Roxadustat (FG-4592), Molidustat (BAY 85-3934), FG-2216, and BAY 87-2243

C. Stimulants

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

1. Adrafinil
2. Amfepramone (Diethylpropion)
3. Amiphenazole
4. Amphetamine
5. Amphetaminil
6. Armodafinil
7. Benfluorex
8. Benzphetamine
9. Benzylpiperazine
10. Bromantan
11. Carphedon
12. Cathine (Norpseudoephedrine)
13. Clobenzorex
14. Cropropamide
15. Crotetamide
16. Dimethylamphetamine
17. 1,3-Dimethylbutylamine (DMBA)
18. Ephedrine
19. Etamivan
20. Ethylamphetamine

21. Etilefrine
22. Famprofazone
23. Fenbutrazate
24. Fencamfamine
25. Fenethylline
26. Fenfluramine
27. Fenproporex
28. Furfenorex
29. Heptaminol
30. Isometheptene
31. Meclofenoxate
32. Mefenorex
33. Mephentermine
34. Mesocarb
35. Methamphetamine (Methylamphetamine)
36. Methylephedrine
37. Methylhexaneamine (Dimethylamylamine, DMAA)
38. Methylphenidate
39. Modafinil
40. N,alpha-Diethylphenylethylamine (N,a-DEPEA)
41. N-ethyl-1-phenyl-2-butanamine
42. Nikethamide
43. Norfenefrine
44. Norfenfluramine
45. Octodrine (DMHA, 1,5-Dimethylhexylamine, 1,5-DMHA; 2-amino-5-methylheptane, 2-amino-6-methylheptane, 2-aminoisoheptane, 2- Heptylamine, 6-methyl-, 2-Isooctylamine, 2-Metil-6-amino-eptano, 6- Amino-2-methylheptane, Amidrine, Vaporpac, a,e-Dimethylhexylamine, Dimethylhexylamine, Isoctaminum)
46. Octopamine
47. Oxilofrine (Methylsynephrine)
48. Pemoline
49. Pentetrazol
50. Phentermine
51. Phenpromethamine
52. Prenylamine
53. Prolintane
54. Phendimetrazine (Phenmetrazine)

55. Propylhexedrine
56. Sibutramine
57. Tuaminoheptane

D. Dehydroepiandrosterone (DHEA)

DHEA is a Prohibited Substance covered by the Program.

E. Diuretics and Masking Agents

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

1. Acetazolamide
2. Althiazide
3. Amiloride
4. Azosemide
5. Bemethizide
6. Bendroflumethiazide
7. Benzthiazide
8. Brinzolamide
9. Bumetanide
10. Buthiazide
11. Canrenone
12. Chloraminophenamide
13. Chlorazanil
14. Chlorothiazide
15. Chlorthalidone
16. Clofenamide
17. Clopamide
18. Clorexolone
19. Conivaptan
20. Cyclopenthiazide
21. Cyclothiazide
22. Desmopressin
23. Dichlorphenamide
24. Dorzolamide
25. Epithiazide
26. Eplerenone
27. Ethacrynic Acid

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

F. Adding Prohibited Substances to the Program

During the term of the Program, Prohibited Substances may be added to this Section 2 by the agreement of the Parties, except that the addition by the federal government of a substance to Schedule I, II or III shall automatically result in that substance being added to this Section 2, as a Drug of Abuse, Performance Enhancing Substance, or Stimulant, as

appropriate. The Commissioner's Office shall be responsible for notifying all Players of newly added Prohibited Substances, and obtaining a signed confirmation of receipt from each Player. The Parties agree that the notice obligations of the Commissioner's Office are met if the agreed-upon notice procedures are followed but a Player refuses to cooperate with the notice procedures, including refusing to sign the confirmation of receipt.

3. TESTING

A. Mandatory and Random Testing

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

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

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

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

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

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

(b) 350 urine specimen collections at unannounced times during each off-season; provided, however, that any off-season urine specimen collections shall be tested only for the presence of Drugs of Abuse, Performance Enhancing Substances, DHEA, and Diuretics and Masking Agents.

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

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

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

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

(c) In addition to the blood specimen collections conducted pursuant to Section 3.A.3(a) and (b) above, the IPA shall conduct 400 blood specimen collections at unannounced

times during each off-season covered by the Program. All off-season blood specimen collections will be conducted with urine specimen collections, and will be tested for the presence of hGH only.

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

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

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

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

(c) The Testing Laboratory will consider the Baseline Values in comparison to subsequent tests identified with a

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

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

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

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

B. Reasonable Cause Testing

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

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

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

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

2. Drugs of Abuse

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

(b) Notwithstanding the foregoing, if the Treatment Board fails to reach a majority vote on the existence of reasonable cause, a Fifth Member shall cast the decisive vote on whether reasonable cause exists to subject the Player to testing. No reasonable cause

testing of the Player will occur until the Fifth Member casts his or her vote. The Treatment Board will conduct a conference call within 48 hours after the appointment of the Fifth Member. The Fifth Member shall issue his or her decision within 24 hours of the completion of the conference call, and if the Fifth Member finds that reasonable cause exists, the testing or testing program shall commence within 24 hours of his or her decision.

C. Follow-Up Testing

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

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

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

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

while a Player is on the Restricted List as a result of a violation of the Program.

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

D. Collection Procedures and Testing Protocols

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

E. Positive Test Results

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

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

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

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

The determination of whether a test is "positive" under Section 3.E.2 and 3.E.3 shall be made by the IPA. The presence of a Diuretic or

Masking Agent in a Player's urine specimen shall be treated as a positive test result unless the IPA determines that the Player was authorized to administer the Diuretic or Masking Agent through a valid, medically appropriate prescription provided by a duly licensed physician, as described in Section 3.H.1 below.

F. Notice to the Parties

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

G. Multiple Disciplines for the Same Use

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

H. Therapeutic Use Exemption

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

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

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

(a) For TUE applications in which the Player: (i) was diagnosed with ADHD by an MLB-Certified Clinician through

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

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

8.C of the Program. If the Expert Panel member recommends that the TUE be granted, the IPA will grant the application.

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

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

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

(c) The member of the Medical Advisory Panel who reviewed the application shall provide a recommendation to the IPA regarding whether the TUE should be denied or granted. If the Medical Advisory Panel member recommends that a TUE application be denied, he or she shall provide a concise written summary of the reasons, including whether the information submitted to the Panel member was insufficient to support the diagnosis of the condition or use of the prescribed medication. The IPA is not required to accept the recommendation of the Medical Advisory Panel member, but must disclose to the Parties when a TUE decision differs from the recommendations of the Medical Advisory Panel and provide a concise written summary of the reasons he or she is not accepting the recommendation. The Player retains his right to challenge any denial pursuant to Section 8.C of the Program.

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

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

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

4. EVALUATION AND TREATMENT FOR DRUGS OF ABUSE

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

A. Initial Evaluation

A Player found to have used or possessed a Drug of Abuse through a positive test result or otherwise, or who is suspected of having done so, will be referred to the Treatment Board for an Initial Evaluation (the "Initial Evaluation"). Any non 40-man roster players who have tested positive for a Drug of Abuse under the Minor League Drug Program in the previous twelve (12) months will be referred to

the Treatment Board to continue their Treatment Program upon being added to the 40-man roster. The purpose of the Initial Evaluation is to ascertain whether the Player shall be placed on a Treatment Program and, if so, the type of Treatment Program that, in the opinion of the Treatment Board, would be most effective for the Player involved. The Initial Evaluation shall include at least one meeting between the Player and one or both of the Medical Representatives. After the first meeting, the Medical Representatives may determine that additional meetings and/or medical examinations, including a drug test, are necessary to complete the Initial Evaluation.

B. Treatment Program

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

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

frequency identified in the Treatment Program, with regular written status reports on a standardized form that detail the Player's progress and compliance with the Treatment Program.

C. Failure to Comply with a Treatment Program

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

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

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

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

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

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

(d) If a Player tests positive for a Drug of Abuse after his evaluation by the Treatment Board and written commitment to a Treatment Program (excluding residual positives), the Player shall have the burden of convincing the Treatment Board (including any Fifth Member) that the positive test result did not result from a lack of commitment by the Player to his Treatment

Program. In determining whether the Player has met his burden, the Treatment Board shall consider, among other things: (a) the Player's history of positive test results; (b) the evaluation of the Player's treating professional; and (c) the Player's willingness to consider other treatment options such as in-patient therapy.

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

D. Salary Retention

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

5. CONFIDENTIAL INFORMATION

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

A. Definition

"Confidential Information" shall include the following categories of information: (i) all documents or information relating to testing performed on a Player pursuant to Section 3 of the Program; (ii) all documents or information relating to Therapeutic Use Exemptions pursuant to Section 3.H of the Program; (iii) all documents or information relating to a Player's involvement with the Treatment Board as set forth in Section 4 of the Program; (iv) all documents or

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

B. Prohibition of Disclosure of Confidential Information

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

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

3. If allegations relating to a Player's alleged violation of the Program that do not involve a positive test result become public through a source other than the Commissioner's Office or a Club (or

their respective employees, agents, or consultants), the Commissioner's Office shall be permitted to issue a public statement stating that it is conducting an investigation of the allegations, and the Players Association shall be permitted to issue a public statement stating that it is monitoring the situation. Neither party shall disclose any Confidential Information unless otherwise authorized to do so under this Section 5.

4. The IPA may issue the reports contemplated by Section 1.A.2(f) and the Commissioner's Office and Players Association may provide a summary of the tests conducted pursuant to the Program (including the number of tests conducted and the number of positives broken down by Prohibited Substances) to a Congressional committee (or other legislative body with appropriate jurisdiction) requesting such information pursuant to a subpoena or other investigative effort, provided that the annual report or the summary provided by one or more of the Parties does not disclose the name(s) (or other identifying characteristics) of any particular Player(s).

C. Public Disclosure of Player's Suspension

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

2. The Commissioner's Office may not announce the suspension of a Player in accordance with Section 5.C.1 above if the discipline is stayed pursuant to Section 8.C.3 or 8.D.1 of the Program. Notwithstanding the foregoing, the Commissioner's Office may publicly announce the discipline of a Player disciplined pursuant to Section 7.G.2 of the Program when such discipline is stayed if the

allegations relating to the Player's violation of the Program previously have been made public through a source other than the Commissioner's Office or a Club (or their respective employees, agents, or consultants).

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

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

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

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

D. Disclosure of Information to Clubs

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

interested in acquiring such Player's contract if the Club receives the Player's prior written consent to release his Treatment Program history.

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

E. Public Statements Undermining Integrity of the Program

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

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

it may seek an order from the Panel Chair preventing the Commissioner's Office from issuing its intended response pursuant to the following procedures:

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

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

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

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

Chair or Alternate Panel Chair regarding its right to release Confidential Information.

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

4. The Players Association's right to respond under Section 5.E.3 shall not be triggered by the Office of the Commissioner's general acknowledgement that it is investigating alleged Program violations, by general statements pertaining to its right to conduct investigations pursuant to the Program, or by a statement of which the substance was approved in advance by the Players Association. The Players Association may not issue a public response that discloses Confidential Information unless and until it has provided the Commissioner's Office with notice of its intention to respond to specific comments under this Section 5.E (such notice to include a written summary of its proposed response). If the Commissioner's Office believes that the Players Association's proposed response violates this Section 5.E, it may seek an order from the Panel Chair preventing the Players Association from issuing its intended response, pursuant to the same procedures set forth in Section 5.E.2 above governing an application by the Players Association regarding a proposed statement by the Commissioner's Office.

F. Enforcement

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

2. In any grievance, the grieving Party shall have the burden of proof with respect to establishing the violation. Introduction of 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 and Testing Protocols. The Parties shall also establish a comprehensive plan for the security of Program-related communications, data storage, and transmission (including, but not limited to, test results, collection information and TUE documentation) and require all outside entities handling or having access to any confidential or sensitive data (e.g., the IPA, CDT, and the Testing Laboratory) to demonstrate active compliance with these established standards.

6. DISCLOSURE IN RESPONSE TO LEGAL PROCESS

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

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

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

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

5. The IPA, CDT, the Testing Laboratory and/or any other third parties with whom the Parties jointly consult in connection with the administration of the Program will immediately report to the Parties any legal process attempting to

secure any data linking Player names, Baseline Values or other information to personal identification numbers described in Section 3.A.4. If any such legal process is served, the Parties shall suspend the longitudinal profile program until that attempt is withdrawn or successfully resisted, unless the legal process does not constitute a government investigation or the Parties agree otherwise. If the attempt seeks any other additional information, the provisions of this Section 6 will govern.

7. DISCIPLINE

A. Performance Enhancing Substance Violations

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

1. First violation: 80-game suspension;

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

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

Section 7.A.3 is prohibited from attending Spring Training or entering Club facilities during his permanent suspension.

B. Stimulant Violations

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

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

2. Second violation: 50-game suspension;

3. Third violation: 100-game suspension; and

4. Fourth and subsequent violation: Suspension for just cause by the Commissioner, up to permanent suspension from Major League and Minor League Baseball, which penalty shall be subject to challenge before the Arbitration Panel. A Player who is permanently suspended pursuant to this Section 7.B.4 shall have the same right to seek reinstatement, and challenge any denial of such a request, as a Player who is permanently suspended pursuant to Section 7.A.3 above. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 7.B.4 is prohibited from attending Spring Training or entering Club facilities during his permanent suspension.

C. DHEA Violations

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

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

2. Second violation: 25-game suspension;

3. Third violation: 80-game suspension; and

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

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

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

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

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

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

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

5. Any subsequent failure to comply by a Player shall result in the Commissioner imposing further discipline on the Player. The level

of the discipline will be determined consistent with the concept of progressive discipline. Notwithstanding anything to the contrary elsewhere in the Program, any Player who is permanently suspended pursuant to this Section 7.D.5 is prohibited from attending Spring Training or entering Club facilities during his permanent suspension.

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

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

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

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

3. Third offense involving a Performance Enhancing Substance: Permanent suspension from Major League and Minor

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

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

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

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

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

7.G.2 involving a Performance Enhancing Substance, the penalty for a first offense involving a Performance Enhancing Substance shall be a 162-game suspension and a loss of 183 days of pay.

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

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

G. Other Violations

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

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

H. Suspensions

1. For purposes of this Section 7, and except as set forth below in Sections 7.H.4 and 7.H.5, a "game" shall include all championship season games and post-season games, including any tie-breaker games, in which the Player would have been eligible to play, but shall not include Spring Training games, extended Spring Training games, Arizona Fall League games, or affiliated Winter League games. For a Player whose contract has been assigned to the Minor Leagues, or who is signed to a Minor League contract, a "game" shall include all Minor League regular season and post-season games for which he would have been eligible to play. A Player shall be deemed to have been eligible for a Major League post-season or tie-breaker game if he was on the Club's active roster (as that term is used in Article XV(E)(1) of the Basic Agreement) immediately preceding his suspension; a Player on a Club's 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 7.A, 7.E, 7.F, or 7.G.2 involving a Performance Enhancing Substance or Section 7.B.3 or 7.B.4 involving a Stimulant (including pursuant to Section 7.K.3 based on a violation involving a Diuretic and Masking Agent) shall be barred from participating in the Major League or Minor League post-season (including, without limitation, being in uniform during his Club's post-season games) during the season in which his suspension commenced even after completion of his suspension. A Player who began serving a 162-game suspension for a violation

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

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

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

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

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

7. Players' Pool.

(a) For a suspension imposed pursuant to Sections 7.A (which was not reduced by the Arbitration Panel pursuant to Section 8.B.4 below), 7.E, 7.F or 7.G.2 involving a Performance Enhancing Substance (including pursuant to Section 7.K.3 based on a violation involving a Diuretic and Masking Agent), a Player shall be ineligible in the season in which his suspension commenced to: (i) receive an automatic full share of the Players' Pool under Major League Rule 45(b)(4); (ii) vote on the distribution of the Player's Pool pursuant to Major League Rule 45(b)(3); or (iii) receive a percentage of the Players' Pool. A Player covered by the preceding sentence shall be eligible to receive a cash award of a defined dollar value pursuant to Major League Rule 45(b)(3), provided that the dollar value of the cash award cannot exceed the value of a full share multiplied by a fraction, the numerator of which is the combined number of championship season and post-season games of the Club minus the number of those games that Player missed as a result of his suspension, and the denominator of which is the number of championship season and post-season games of the Club.

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

8. During the term of his suspension, a Player may consent to an assignment to a Minor League affiliate of his Club under the terms

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

I. Placement on and Reinstatement from Restricted List

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

J. Completion of Minor League Discipline

A Player suspended under the Minor League Drug Program who is selected to or otherwise placed on a 40-man roster before such suspension is complete shall be suspended at the Major League level for the lesser of: (a) the remainder of the suspension imposed under the Minor League Drug Program or (b) the difference between the maximum penalty that could have been imposed under this Program (had each of the Player's violations occurred while he was on a 40-man roster) and the number of games already served by the Player at the Minor League level. In addition, as stated in Section 7.H.2 above, any Player who is suspended under the Minor League Drug Program involving a Performance Enhancing Substance that is also banned under the Program and is subsequently promoted to the 40-man roster is barred from participating in the Major League post-season that follows the season in which his suspension under the Minor League Drug Program

commenced, even after completion of his suspension. A Player who tests positive under the Minor League Drug Program, or who has otherwise violated the Minor League Drug Program, and who is not notified of that positive test result or of the violation until after his promotion to a 40-man roster shall be treated as if the Player tested positive under or violated this Program. Notwithstanding the preceding sentence, in any such challenge to a positive test result or violation that occurred under the Minor League Drug Program, the terms of the Minor League Drug Program (including, but not limited to, its Collection Procedures and Testing Protocols) shall govern, except with respect to the level of discipline imposed and the Player's appeal rights, which shall be governed by Sections 5, 6, 7 and 8 of this Program. Except as provided in this Section 7.J, a violation of the Minor League Drug Program shall not be considered as a violation of this Program for any purpose under this Section 7.

K. Multiple Substances

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

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

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

or possessed, that category of Prohibited Substance. Notwithstanding the preceding sentence, if the Player can demonstrate by clear and convincing evidence that his conduct was not related to the category of Prohibited Substance for which he was considered to have tested positive, he shall be considered to have tested positive for the category of Prohibited Substance for the use of which he was attempting to avoid detection. Such a violation shall be considered a prior offense only if the Player subsequently tests positive for, or is otherwise determined to have used or possessed, the category of Prohibited Substance for the use of which the Player was attempting to avoid detection. Notwithstanding the foregoing, if a Player successfully demonstrates that he was attempting to avoid detection of a Stimulant , and he has never previously tested positive for a Stimulant , he shall be suspended for 50 games, but he shall be considered to have only one prior Stimulant offense should he subsequently test positive for, or is otherwise determined to have used or possessed, a Stimulant. If a Player successfully demonstrates that he was attempting to avoid detection of DHEA, and he has never previously tested positive for DHEA, he shall be suspended for 25 games, but he shall be considered to have one only one prior DHEA offense should he subsequently test positive for, or is otherwise determined to have used or possessed DHEA.

L. Notice to the Player

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

M. Exclusive Discipline

All authority to discipline Players for violations of the Program shall repose with the Commissioner's Office. No Club may take any disciplinary or adverse action against a Player (including, but not limited to, a fine, suspension, or any adverse action pursuant to a Uniform Player's Contract) because of a Player's violation of the Program. Nothing in this Section 7.M is intended to address whether:

(i) a Club may take adverse action in response to a Player's failure to render his services due to a disability resulting directly from a physical injury or mental condition arising from his violation of the Program; or (ii) a Club may withhold salary from a Player for any period he is unavailable because of legal proceedings or incarceration arising from his violation of the Program.

8. APPEALS

A. Arbitration Proceedings

1. **Arbitration Panel Review:** The Arbitration Panel shall have jurisdiction to review any determination that a Player has violated the Program, or any determination made pursuant to Section 3.H (Therapeutic Use Exemption). Any dispute regarding the level of discipline within the ranges set forth in Section 7 is also subject to review by the Arbitration Panel and any such review shall include whether the level of discipline imposed was supported by just cause; provided, however, that the Arbitration Panel shall have no authority to reduce the discipline imposed by the Commissioner's Office below the stated minimum level established for the specific violation as set forth in Section 7, except as expressly provided for in Section 8.B.4 below.

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

B. Challenges to a Positive Test Result

1. **The Burden of Proving the Violation:** In any case involving an alleged violation of Section 3.E.1, the Commissioner's Office shall have the burden of establishing that a Player's test result was "positive" (as that term is defined therein), and that the test result was obtained pursuant to a test authorized under the Program and was conducted in accordance with the Collection Procedures and Testing Protocols of the Program and the protocols of the Testing Laboratory (herein collectively "the Collection Procedures"). The Commissioner's

Office is not required to otherwise establish intent, fault, negligence or knowing use of a Prohibited Substance on the Player's part. The Commissioner's Office may establish that a test result was "positive" by introducing the Certificate of Analysis provided by the Medical Testing Officer, and by demonstrating that the test result was for a Prohibited Substance as defined in Section 2 of the Program at the level required by the Testing Protocols. The Commissioner's Office may rely solely on the information contained in the litigation package described in Section 8.C.1(a) to demonstrate that the test was conducted in accordance with the Collection Procedures, including, without limitation, that the chain of custody of the specimen was maintained.

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

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

If the Player alleges a deviation from the Collection Procedures, the Commissioner's Office will carry its burden (a) by demonstrating that there was no deviation; (b) by demonstrating that the deviation was authorized by the parties or by the IPA in an individual case (provided that the IPA acted within the authority delegated to him under the Program); or (c) by demonstrating that the deviation did not affect the accuracy or reliability of the test result.

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

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

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

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

1. As required by Section 3.F above, the IPA shall immediately provide notice to the Parties of a reported positive test result, including a copy of the Certificate of Analysis provided by the Medical Testing Officer. The Players Association shall then notify the Player of the reported result within the time parameters set forth in Section 3.F.

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

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

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

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

3. Unless such notice is provided to the Player, the Commissioner's Office, by 5:00 PM (ET) of the next business day following the day the Parties completed the conference described in Section 8.C.2 above, shall notify the Player and the Players Association of the discipline imposed for the reported test result. Any

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

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

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

has received written or electronic notice of the request and an opportunity to be heard by the Panel Chair in an emergency Executive Panel Session. The Panel Chair shall rule on the request for expedited determination within 24 hours of the conclusion of any such Executive Panel Session.

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

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

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

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

2. Any such Grievance shall be deemed automatically appealed to the Arbitration Panel and no Step 1 response is necessary.

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

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

E. Other Appeals

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

9. EDUCATIONAL PROGRAMS AND MATERIALS

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

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

2. To identify and agree on a joint Mental Health or Addiction Expert (or organization) to provide the educational programs described

above, as well as other topics related to Drugs of Abuse and addictive substances as identified by the Treatment Board and approved by the Parties.

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

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

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

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

10. COSTS OF THE PROGRAM

Any costs for the treatment and testing of Players on a Treatment Program which are not covered by the Major League Baseball Players Benefit Plan ("Plan"), shall be borne by the Club then holding title to the Player's contract. A Club that has unconditionally released a Player who is on a Treatment Program shall be responsible for any costs of such Program that are not covered by the Plan through the season in which the Player was released. The costs of all other testing conducted pursuant to the Program, except for those costs described in Attachment 2 to the Program, shall be borne by the Commissioner's Office. Notwithstanding the foregoing, it is expressly agreed that the laboratory utilized for testing under the Program has been jointly selected by the Parties and, shall be equally responsible to each of the Parties in the conduct of its affairs. Each Party shall pay the expenses associated with its Medical Representative.

11. RIGHTS OF THIRD PARTIES

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

12. TERM

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

ATTACHMENT 1

Guidelines for Therapeutic Use Exemption Applications for Androgen Deficiency/Hypogonadism

I. Androgen Deficiency/Hypogonadism ("ADH")

a. Prohibited Substances prescribed to treat ADH include:

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

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

i. Primary (Testicular)

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

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

1. Genetic Abnormalities (Kallmann's Syndrome, Isolated Hypogonadotropic Hypogonadism)
2. Pituitary Disorders (Hypopituitarism, Hemochromatosis, Infectious Abscess, Tumor, Prolactin Secreting Tumor, or Radiation Treatment)
3. Structural and Infiltrative Effects of Systemic Disease (Hemochromatosis, Beta-Thalassemia/ Hemoglobinopathies, Granulomatous Disease, CNS

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.

ATTACHMENT 2

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

Re: Primary Reference Standard Material

Dear Ian:

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

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

or from using primary reference standard material in its testing for a particular Prohibited Substance under the Program.

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

Any costs incurred as a result of this agreement, including but not limited to costs associated with funding the synthesis of new primary reference standard material, shall be paid for using joint funds (provided such funds are available). In the event that the costs incurred as a result of this agreement exceed $20,000 in any given calendar year (after accounting for any offsetting revenues generated from new primary reference material), the parties will revisit the agreement and, after conferring in good faith, determine whether further expenditures should be made in that calendar year. In no event, however, shall more than $20,000 in joint funds be spent in any calendar year pursuant to this agreement without the consent of both parties.

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

Very truly yours,

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

ATTACHMENT 3

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

Re: Joint Investigation Into Potential Sources of Certain Prohibited Substances

Dear Ian:

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

This agreement is without prejudice to either party's positions regarding the necessity, or relative merits of the Joint Investigation and any result(s) thereof. Further, this agreement and the fact of the Joint Investigation, as well as any and all documents and information (in whatever form) relating to or arising out of the Joint Investigation, shall be considered "Confidential Information" pursuant to Section 5 of the

Program and handled accordingly. However, notwithstanding Section 5.B.2., neither party (nor anyone else) may use or refer to the existence of this agreement or the fact of the Joint Investigation, or any documents or information relating to or arising out of the Joint Investigation, either publicly or in connection with any challenge to any past or future positive test result (or discipline resulting therefrom) under the Program (including, but not limited to, pursuant to any challenge of prior discipline under Section 8.C.6. thereof).

Very truly yours,

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

ATTACHMENT 4

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

Re: Testing of Foreign Professionals

Dear Ian:

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

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

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

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

Very truly yours,

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

ATTACHMENT 5

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

Re: Testing of Certain Free Agents

Dear Ian:

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

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

b. An Extended Free Agent shall be immediately scheduled for an unannounced urine and blood collection, and no later than seven (7) days from the time that the Players Association provides notice to the Commissioner's Office of the name of the Extended Free Agent. If no notice is provided by the certified player agent, the Player shall be collected as soon as practicable after either the Players Association or the Commissioner's Office learns that the Player is negotiating with Clubs over a Major League Contract. The Extended Free Agent will not be deemed eligible to sign a

Major League Contract and the Parties will not confirm terms on the Contract of the Extended Free Agent until he is subjected to a urine and blood specimen collection, and the results are reported by the Testing Laboratory. All pre-employment drug tests of Extended Free Agents will be expedited by the Testing Laboratory, and the results will be reported to the Parties directly by the specimen collector.

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

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

confirmed, provided that the provisions of Section 3.G of the Program are satisfied.

Very truly yours,

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

ATTACHMENT 6

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

Re: Joint Drug Program Alternate Panel Chairs

Dear Ian:

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

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

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

Very truly yours,

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

MAJOR LEAGUE BASEBALL'S
JOINT DRUG PREVENTION
AND TREATMENT PROGRAM

TESTING PROTOCOLS AND
COLLECTION PROCEDURES

TABLE OF CONTENTS

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 CDT, Collectors shall deliver all 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.
2. Once CDT receives a negative test result for a specimen, it will maintain all documents related to that specimen for thirty-six (36) months.
3. When CDT receives a positive test result for a specimen, it will notify the IPA by delivering two (2) separate secure and encrypted electronic communications to him. The first communication will contain the Player's name and the Specimen Identification Number; the second communication will contain the laboratory test result and the Specimen Identification Number.
4. CDT will send all documents related to a positive test result to the IPA. The IPA will maintain all documents related to a positive test result until both the Commissioner's Office and the Players Association agree that such documents are no longer required for purposes of the appeals process contained in the Program.

URINE SPECIMEN COLLECTION PREPARATION AND PROCEDURES

I. URINE COLLECTION PREPARATION

A. SCHEDULING

1. CDT will schedule urine collections for all Players under the Program. All collections will be performed by authorized CDT Sports Collectors ("Collectors").

2. Spring Training and Championship Season Collections

   a. Each Club shall designate a Club Representative and an Alternate Club Representative (the "Club Representatives"), and shall provide their name and contact information to CDT. The evening prior to the scheduled collection, the appointment information will be made available to the Collector. This information will include the time of arrival and contact information for the Club Representative. No Player names will be provided at this time. The CDT Program Manager and the Collector shall keep the information strictly confidential, and shall not contact the Club Representative for any purpose.

   b. Prior to departing to the scheduled appointment, the Collector will download into the Handheld Device the names of the Players to be tested and print out the required forms and Player Notification List.

   c. Under no circumstances will Club Representatives or Players receive any advance notice that collections are scheduled to occur. In no event shall the Club Representative be told the names of the Players to be tested prior to the Collector's arrival at the ballpark.

3. Off-Season Collections

   a. All Players are required to provide CDT with current off-season contact and location information. If a Player's contact or location information

changes for any reason (e.g., vacation, injury rehab, Winter Ball), or for any period of time (including temporary changes), he is required to immediately notify CDT.

b. The CDT Program Manager will schedule off-season collections and will provide Players with as little notice as practical of an off-season collection. Once a Player has been notified of a collection during the off-season, he must immediately respond to CDT and the collection must occur as soon as possible.

c. The evening prior to the scheduled collection, the appointment information will be made available to the Collector. This information will include the time of arrival. No Player names will be provided at this time. The CDT Program Manager and the Collector shall keep the information strictly confidential.

d. Prior to departing to the scheduled appointment, the Collector will download into the Handheld Device the name of the Player to be tested and print out the required forms.

e. For off-season collections that do not occur at a ballpark, the specimen collection procedures described herein will be used, unless such application would be rendered impracticable under the circumstances of the off-season collection.

B. CHAPERONES

1. For all collections with two (2) or more Players, CDT Chaperone(s) will accompany the Collector.

2. 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 the supervision of a Collector prior to the completion of his collection.

C. CREDENTIALS

1. To ensure ballpark access, all Collectors and Chaperones will be provided with an official credential. These credentials will be issued by the Commissioner's Office on an annual basis. The Independent Program Administrator ("IPA") or CDT may request that the Commissioner's Office rescind the credential of a Collector or Chaperone.
2. Club security personnel will be made aware of these credentials to ensure easy access and parking.
3. The credential should be worn at all times by the Collector and Chaperones while inside the ballpark.

D. DRESS CODE

Collectors and Chaperones should wear business casual attire, which does not include jeans, t-shirts, shorts or hospital scrubs. In addition, Collectors and Chaperones should not wear any items containing the logos or marks of Major League Baseball Clubs or the names or uniform numbers of Major League Players.

E. SUPPLIES NEEDED

Collectors should bring the supplies listed below, at a minimum, to the collection site. There may be slight variations in equipment. The Collector should not expose any equipment to an excessively hot environment (such as storing them in a car).

1. Handheld Device
2. Signature Statement Forms – Account 10001
3. Collection Reminder sheet
4. Collection Procedures and Testing Protocols
5. Sealed InnoVero SAFESystem™ Collection Cups with lids
6. FedEx Lab Paks or Corrugated Box
7. InnoVero SAFESystem™ Kits and SAFESystem™ Box Seals
8. Pens
9. Digital Refractometer with Kimwipes and pipettes
10. Gloves

11. Pre-Addressed FedEx airbills to the Testing Laboratory
12. Pre-Addressed FedEx airbills to CDT
13. Urine Collection Event Log
14. Problem Collection Logs – Account 10001
15. Partial Specimen Documentation forms
16. Player Notification List – Account 10001
17. InnoVero SAFESystem™ Partial Specimen Kits and Storage Vaults
18. Laminated Reminder/Checklist
19. Lockable temporary storage container/bag with pad-lock
20. FedEx Lab Pak
21. CDT Temporary Storage Form
23. Collection Receipt

F. CALIBRATING THE DIGITAL REFRACTOMETER

1. Collectors should calibrate the digital refractometer prior to each day's collection before arriving at the ballpark and again at the collection site. If there is a problem with the refractometer, the Collector should notify CDT immediately.

2. To calibrate the refractometer, the Collector should place one (1) to two (2) drops of distilled water (room temperature) on the prism surface.

3. The refractometer should have a reading of 1.0000 or 1.000 for three-digit displays. If it has a reading other than 1.0000 or 1.000, and cannot be reset, the Collector should call CDT.

G. ARRIVAL AT THE BALLPARK

1. The Collector and Chaperones shall arrive at the ballpark by the time designated on the Appointment Sheet, but shall not enter the Clubhouse prior to the designated time. For pre-game collections, the Collector and Chaperones will enter the Clubhouse at the time designated on the Appointment Sheet. Arrival times for pre-game collections should vary throughout the

championship season, provided that Collectors and Chaperones will have a one-hour window during which pre-game arrival times can occur. For post-game collections, Collectors will enter the Clubhouse no earlier than the 9th inning. The Club Representative will meet the Collector and Chaperones in the Clubhouse.

2. The Collector should begin filling out the Urine Collection Event Log by entering the arrival time at the collection site and indicating that the refractometer was calibrated.

H. SECURITY/COLLECTION SITE

1. To minimize the preparation before collections, all Clubs are required to have a single, designated collection site for collections in both the home and visitor Clubhouses, unless alternative arrangements have been made as a result of physical constraints of the facility. Designated collection sites must be available for testing on all game days.

2. The collection site must contain a lavatory area, must be closed to the public and media, and should be in a location with a locked door to restrict access. If the collection site does not have a locked door, the Chaperone will be responsible for restricting access to the collection site.

3. The Collector should inspect the collection site upon arrival to ensure that unauthorized persons are not present, that undetected access (e.g., through a rear door not in the view of the Collector) is not possible, and that it is set up as required.

4. The collection site must have a testing area where the specimen collection will actually be conducted. The Club shall make available sealed containers of water, juice, other non-alcoholic, non-caffeinated beverages and NSF Certified for Sport nutrition bars for Players.

5. No unauthorized personnel shall be permitted in any part of the collection site during the period when urine specimens are being collected or stored.
6. No person in the collection site shall take photographs or record video or audio using any device (including but not limited to cell phones or tablets).
7. Any Player who asks will be provided with a receipt of the collection in the Player's primary language.
8. The Collector shall have only one (1) Player under supervision at any time, and shall be the only individual (other than the Player) who observes the Player produce a urine specimen. The Collector and/or the Player shall be the only one who handles the specimen in the collection site.

II. URINE COLLECTION PROCEDURES

A. IDENTIFYING AND NOTIFYING PLAYERS FOR TESTING

1. Role of Club Representative.
    a. For pre-game collections, the Collector will provide the Club Representative with the Player Notification List for review upon arrival at the Clubhouse.
    b. For post-game collections, the Collector will provide the Club Representative with the Player Notification List for review at the conclusion of the game when the notification process is about to begin.
    c. If the Club Representative is unavailable, the Collector should contact CDT.
    d. The Club Representative will sign the Player Notification List after the notification of the Players.

e. If a Player does not have his photo-identification at the collection site, the Club Representative must accompany the Player and identify him directly to the Collector. If identification is made by the Club Representative, the Club Representative must sign the Handheld Device.

2. The Club Representative, accompanied by the Chaperone, shall notify each Player on the Player Notification List immediately after the Club Representative's review of the Player Notification List, or upon the Player's arrival at the ballpark.

    a. The Chaperone will record the time of notification on the Player Notification List next to the Player's name. The Player must immediately report to the collection site upon notification.

    b. The Player shall be monitored by the Chaperone at all times 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 the supervision of a Collector prior to the completion of his collection.

    c. If a Player who is scheduled for testing is not at the ballpark, the Collector shall immediately contact CDT and provide the name of the Player and the specific reason that was provided for his absence.

3. Once notified, the Player may not leave the ballpark until the collection process contained in these Procedures has been completed, and only after the Collector expressly informs the Player that he is released and may leave the ballpark.

4. When a Player arrives at the collection site, the Collector shall confirm his identity based on a photo-identification, or by an oral confirmation of his identity by the Club Representative. The Collector shall instruct the Player to verify his name, and tap the "check-in" box on the Handheld Device.

5. If a Player refuses to submit to a collection, fails to cooperate with the collection process, or leaves the ballpark before providing his specimen or completing the collection process, the Collector shall immediately contact CDT, which shall notify the IPA.

B. PROCEDURES FOR OBTAINING THE URINE SPECIMEN

1. The Collector shall instruct the Player to remove any unnecessary outer garments (such as a coat or jacket) that restricts the Collector's direct observation of the specimen provision or might conceal items or substances that could be used to tamper with or adulterate the Player's urine specimen.
2. The Collector shall instruct the Player to select a Collection Cup from a minimum of three (3) individually-wrapped Collection Cups from which he can choose. The Collection Cup and lid should not be removed from the plastic wrapping at this time.
3. The Collector shall instruct the Player to rinse and dry his hands prior to urination. No soap may be used. The Collector shall observe the hand rinsing to ensure that both of the Player's hands are thoroughly rinsed.
4. After rinsing his hands, the Player shall remain in the presence of the Collector and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent, or any other materials, which could be used to adulterate the specimen. The Player will carry the Collection Cup to the lavatory area, keeping the cup in full view of the Collector. The Collector will accompany the Player to the lavatory area, walking beside him. After arriving at the lavatory area, the Player will remove the Collection Cup, but not the lid, from the plastic wrapping.
5. The Player shall provide his specimen under direct observation by the Collector. The Collector must have a

clear and unobstructed frontal view of the Player providing his urine specimen. When providing the specimen, the Player shall: (i) lift his shirt to mid torso; (ii) lower his pants/shorts to mid thigh; and (iii) roll long sleeves above his elbows.

6. The Player shall provide at least 90 mL of urine (See Section II.B.10 below) directly into the Collection Cup.

7. Immediately after the specimen is collected, the Player shall remove the lid from the plastic wrapping and close the lid on the Collection Cup.

8. Once the lid is closed on the Collection Cup, the Player shall carry his Collection Cup to the processing table, keeping the cup in full view of the Collector.

9. Immediately after the specimen is collected, the Collector should inspect the specimen to determine its color and look for any sign of contamination. Any unusual findings, such as color or impurities, shall be noted by the Collector on the Problem Collection Log (See Exhibit 2). Any unusual behavior or appearance of the Player shall also be noted on the Problem Collection Log.

10. The Collector will measure the volume of the specimen.

    a. If the specimen contains less than 90 mL of urine, the Collector shall initiate the Partial Specimen Procedures set forth in Section II.C below.

    b. If the specimen contains at least 90 mL of urine, the Collector shall move to Section II.D below.

C. PARTIAL SPECIMEN PROCEDURES

1. The Collector shall document the Partial Specimen Procedures as follows:

    a. The Collector shall have the Player select a sealed InnoVero SAFESystem™ Partial Specimen Kit from a selection of at least three (3) and instruct the

Player to open the Partial Specimen Kit and remove its contents (Partial Specimen Kit Bag and Security Tag with printed Partial ID Number and barcode).

b. The Collector shall have the Player initial the Partial Specimen Kit Bag.

c. If the Handheld Device is being used, the Collector shall verify the correct Player name is displayed on the Handheld Device screen.

d. If the Handheld Device is not being used, the Collector and the Player shall complete the Partial Specimen Documentation form (See Exhibit 3).

2. The Collector shall prepare the partial specimen by completing the following:

a. The Collector, in the presence of the Player, shall place the Collection Cup containing the partial specimen into the Partial Specimen Kit Bag and seal the bag.

b. The Collector shall place the Partial Specimen Kit Bag containing the Collection Cup into the Partial Specimen Storage Vault and close the lid.

c. The Collector shall thread the Security Tag through the aligned hole in the Partial Specimen Storage Vault and tighten to engage and secure the sample.

3. The Collector shall process the partial specimen in the Handheld Device by completing the following:

a. The Collector shall enter the specimen volume amount into the Handheld Device as indicated on the volume indicator lines printed on the Collection Cup.

b. The Collector shall scan and/or enter the Partial ID Number printed on the front of the Security Tag into the Handheld Device.

c. The Collector shall, under the observation of the Player, place the Partial Specimen Storage Vault into a locked temporary storage container/bag, which will be stored under the Collector's observation or in a secure area within the collection area.

d. The Collector shall instruct the Player to read the partial specimen instructions on the Handheld Device and indicate his acknowledgement that those procedures have been followed by inserting his electronic signature at the appropriate place on the screen. The Collector shall insert his electronic signature at the appropriate place on the screen acknowledging that the partial specimen has been prepared and processed according to procedure.

e. The Collector shall inform the Player that he must return to the collection site when he is able to provide additional urine. If the Player leaves the collection site, he shall be monitored at all times by the Chaperone until he returns to the collection site to complete his specimen.

4. When the Player is ready to provide additional urine, the Collector shall proceed as follows:

a. The Collector shall identify the Player in accordance with Section II.A.4 above and select the Player name on the Handheld Device (now identified with PAR next to the name).

b. The Handheld Device will instruct the Collector to have the Player select a new Collection Cup from a selection of at least three (3) and proceed to the testing area.

c. Under direct observation and following steps II.B.1 through II.B.10 of these Procedures, the Player shall void into the new Collection Cup, close the lid and transport the newly provided urine specimen to the processing area.

d. The Collector shall again select the Player name on the Handheld Device and follow the instructions to retrieve the sealed partial specimen from the locked storage.

e. The Player and the Collector shall retrieve the Partial Specimen Storage Vault with the matching Partial ID Number from the locked storage, and the Player and the Collector shall confirm that the Partial ID Number is correct, and that the Partial Specimen Storage Vault's Security Tag is secure and intact.

f. The Player and the Collector shall "check out" the specimen by reading the "Partial Check Out" statement and electronically signing on the Handheld Device. If the Handheld Device is not being used, the Collector and the Player will review and sign the "Retrieval from Locked Storage" section of the Partial Specimen Documentation form (See Exhibit 3).

g. The Collector will instruct the Player to open the Partial Specimen Storage Vault, remove the bag with the Collection Cup containing the partial sample from the Storage Vault, verify his initials written on the Partial Specimen Kit Bag, and place it onto the processing table.

h. The Collector will remove the Collection Cup from the bag.

i. The Collector will pour the urine from the newly provided urine specimen into the original partial specimen in the Collection Cup that was removed from the Storage Vault. The Collector shall measure the volume of the total specimen (i.e., the original specimen plus the new urine that was added) and:

    i. If the total specimen contains 90 mL or less of urine, the Collector shall repeat the Partial Specimen Procedures set forth in this Section II.C.

ii. If the total specimen contains at least 90 mL of urine, the Collector shall move to Section II.D below.

iii. If the total specimen exceeds the capacity of the Collection Cup, the Collector will discard the excess urine in the presence of the Player prior to the completion of the collection process.

j. Once a sufficient specimen is obtained, the Collector shall swirl the urine in the Collection Cup to ensure the specimen is thoroughly mixed before transferring the appropriate portions to the specimen bottles pursuant to Section II.D below.

D. PROCEDURES FOR TRANSFERRING SPECIMENS TO THE SPECIMEN BOTTLES

1. The Player shall select an InnoVero SAFESystem™ Collection Kit from a selection of at least three (3).

2. The Player shall remove the plastic wrapping from the Collection Kit and remove the contents of the Collection Kit. The Collector shall instruct the Player to verify that the Specimen Identification Numbers on the box, specimen bottles, and the additional Specimen Identification Number Labels are all the same.

3. The Collector, in the presence of the Player, shall remove the plastic from the specimen bottles contained in the Collection Kit and carefully open the specimen bottles, leaving the lock ring protectors in place on the security caps and placing the security caps with the lock ring protectors down.

4. The Collector, in the presence of the Player, shall pour the urine from the Collection Cup into the two (2) specimen bottles. At least 50 mL shall be poured into the bottle, to be used as the primary specimen (“A” Bottle). At least 40 mL shall be poured into the bottle, to be used as the split specimen (“B” Bottle). The Player shall watch the Collector pour the specimen.

5. The Collector shall leave a small amount of urine (approximately 3 mL) in the Collection Cup for the testing of Specific Gravity. If there is any extra, the Collector shall pour it into the "A" Bottle.

6. The Collector, in the presence of the Player, shall twist the lock ring protector to remove it from each security cap and place the security cap on each bottle. The Collector shall turn each security cap clockwise until it locks into place.

7. The Collector shall instruct the Player to attempt to turn and remove the security caps from each bottle by turning the security caps to ensure that they have been properly locked.

8. The Collector shall instruct the Player to verify that the Specimen Identification Number on the top of the SSF (Exhibit 1) match the Specimen Identification Number on the specimen bottles.

9. The Collector shall scan the Specimen Identification Numbers from the SSF and "A" and "B" Bottles into the Handheld Device. The Player shall verify that all Identification Numbers presented on the Handheld Device are the same numbers and match the numbers on the SSF and specimen bottles.

10. The Collector shall insert the "A" and "B" Bottles into the individual plastic bags contained in the Collection Kit, and shall seal each bag. The Collector shall not place any paperwork into the specimen bag.

11. The plastic bags containing the specimens shall be placed in the Specimen Box. The Collector shall <u>not</u> place any paperwork into the Specimen Box. The Collector shall place the Box Seal on the Specimen Box. The Collector shall instruct the Player to verify that the Specimen Identification Number on the SSF matches the Specimen Identification Number on the exterior of the Specimen Box.

E. TESTING FOR SPECIFIC GRAVITY

1. The Collector shall test the Specific Gravity (SG) of the specimen as follows.

    a. The Collector shall pour a few drops of urine onto the prism of the refractometer to measure the SG of the specimen. The prism should be cleaned after each use by applying a few drops of distilled water on the prism and wiping dry with a Kimwipe. Specific operating instructions for the refractometer can be found in the Instrument User Manual.

    b. The SG of the specimen as measured by the refractometer must be greater than or equal to 1.0050. The Collector shall record the SG on the SSF and on the Handheld Device. If the SG of the specimen is less than 1.0050 ("dilute specimen"), the dilute specimen shall continue to be processed and sent to the Testing Laboratory in accordance with these Procedures, except that the Collector shall note that the SG is out-of-range on the Problem Collection Log (See Exhibit 2).

    c. If the Player provides a dilute specimen, the Player shall be required to provide an additional specimen under direct observation, with the Collector repeating the steps set forth in Section II.B through II.D above.

        i. If a Player provides a dilute specimen during a pre-game collection, he will be permitted to resume his regular pre-game activities with monitoring by the Chaperone. If the Player has not provided his second specimen by the end of the game, he shall report to the collection site to be sequestered with the Collector or the Chaperone. The Player will be released after sixty (60) minutes from the time of reporting to the collection site after the game (even if he is unable to provide a second specimen), or immediately after providing his second specimen, whichever occurs first.

ii. If the Player provides a dilute specimen during a post-game collection, the Player shall remain sequestered at the collection site with the Collector or the Chaperone. The Player will be released after sixty (60) minutes from the time of providing his first specimen (even if he is unable to provide a second specimen) or immediately after providing his second specimen, whichever occurs first.

iii. If the second specimen is also a dilute specimen, it shall be processed and sent to the Testing Laboratory in accordance with these Procedures. If a Player's second specimen is a dilute specimen, the Player will not be required to provide a third specimen.

iv. The IPA will provide recommendations to CDT regarding acceptable food and drink intake during the period that Players are sequestered in the collection site as a result of the dilute specimen.

v. If a Player is unable to provide a non-dilute specimen (either pre-game or post-game), the IPA 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 CDT and the Player's Club.

vi. The IPA shall monitor Players who routinely provide dilute specimens and consider appropriate follow-up testing of such Players.

vii. The dilute specimen procedures described in sub-section iii above do not apply to Treatment Program testing, but deviations from dilute specimen procedures must be approved by a majority vote of the Treatment Board.

F. CHAIN OF CUSTODY PROCEDURES

1. The Collector and the Player shall not leave the collection site after the Player provides his specimen before the chain of custody procedures pursuant to this Section II.F are completed. If it becomes necessary for the Collector or the Player to leave the collection site during this period, the collection shall be nullified and a new collection shall commence.
2. The Collector, in the presence of Player, shall enter the SG value into the Handheld Device and confirm the value entry.
3. The Collector shall provide the Handheld Device to the Player to read the "Donor Statement" and ask the Player to electronically sign the Donor Statement.
4. The Collector shall view the "Collector Statement" on the Handheld Device and electronically sign the Collector Statement.
5. The Collector shall complete the SSF as follows:
    a. For Account, the Collector shall check 10001.
    b. For Test Type, the Collector shall check STANDARD.
    c. The Collector shall insert the SG of the specimen on the appropriate place in the form.
    d. The Collector shall instruct the Player to read the "Donor Statement" contained on the SSF, and certify that the information is correct by signing and dating the Donor Statement, and printing his name next to his signature, on the SSF.
    e. The Collector shall sign and print his name under the "Collector Statement," and insert the date and record the time, using military time.
    f. In the presence of the Player, the Collector must discard into the toilet/urinal any residual urine that will not be sent for analysis.

6. The Collector shall send the SSF by FedEx to CDT.

III. PROCEDURES AFTER URINE COLLECTION

A. PREPARATION OF URINE SPECIMENS FOR SHIPMENT

1. The Specimen Boxes shall be placed in the appropriate packaging.
    a. For up to three (3) specimens, a FedEx Lab Pak may be used.
    b. For more than three (3) specimens, appropriate shipping materials should be used (e.g., polyethylene pouch, cardboard box). If there is any empty space in the box, the space should be filled by packing paper or other filler.
2. Unless otherwise instructed by CDT, the package shall be sent by FedEx to the Testing Laboratory.
3. The Collector shall use a pre-printed FedEx airbill.
4. The Collector shall keep the urine specimens secure and under his control until they are passed to the courier.

B. DELIVERY OF SPECIMENS TO FEDEX

1. Unless instructed otherwise by CDT, the Collector shall deliver the specimens to a FedEx office immediately following the completion of the collection.
2. The specimens cannot be placed in a FedEx Drop Box. If the Collector was instructed by CDT to maintain custody of the specimens until a future date because it was not possible or feasible to deliver the specimens to FedEx on the day of the collection, the Collector shall follow the procedures in Section III.C below.
3. If unusual circumstances prevent the Collector from delivering the specimens immediately following the completion of the collection to an approved FedEx office identified by CDT, the Collector shall promptly

contact CDT. Unusual circumstances may include, but are not limited to, inclement weather that makes delivery to FedEx potentially dangerous for the Collector, a personal emergency (e.g., illness, family emergency, traffic accident or motor vehicle issues), or the completion of the collection at a time when the Collector was unable to reach any of the approved FedEx offices identified by CDT prior to their closing. CDT, after consulting with the IPA, will determine whether, in light of the circumstances identified by the Collector, the Collector should deliver the specimens to FedEx on that day or maintain temporary custody of the specimens in accordance with Section III.C below.

4. The customer copy of the FedEx airbill should be sent by FedEx to CDT along with the SSF, Player Notification List, Partial Specimen Forms and any Problem Collection Logs.

C. TEMPORARY STORAGE OF SPECIMENS BY THE COLLECTOR

1. In circumstances when specimens are not delivered to FedEx immediately following the completion of the collection, the Specimen Boxes shall be stored by the Collector in his residence (or, if necessary, in his hotel room) in the Collector's Lock Box. Specimens are to be stored in a cool environment. The Lock Box shall remain in its locked position whenever specimens are stored in it. The Collector must not provide anyone with the combination to the Lock Box. The Collector shall only remove the specimens from the Lock Box in order to prepare them for delivery to FedEx.

2. If unusual circumstances prevent the Collector from securing specimens in his Lock Box (e.g., the Collector was required to travel overnight to complete a collection without his Lock Box), he shall contact CDT. The specimens should be stored by the Collector in a cool and secure location until such time as he is able to

transfer them to the Lock Box or deliver them to FedEx. Collectors should not leave specimens in a car for a significant period of time, except as may be necessary to transport specimens to FedEx or the Collector's residence (or, when applicable, his hotel room).

3. In circumstances when specimens are not delivered to FedEx immediately following the completion of the collection, the Collector shall complete a CDT Temporary Storage Form (Exhibit 5) which shall provide the following information: (i) the date and time that the Collector placed the specimens into temporary storage; (ii) the locations of the temporary storage (e.g., residence or hotel room); (iii) whether the specimens were stored in a Lock Box (and, if not, a detailed description of the cool and secure location they were temporarily stored); and (iv) the date and time that the specimens were removed from temporary storage for delivery to FedEx.

4. When specimens are temporarily stored by a Collector, the Collector shall deliver them to a FedEx office on the day after the collection. If there is no FedEx office reasonably proximate to the Collector's residence (or, when applicable, his hotel room) to which the specimens could be delivered the day after the collection, the Collector will continue to store the specimens in a cool and secure location until instructed by CDT to deliver them to a specific FedEx office.

IV. URINE COLLECTION LIST OF EXHIBITS

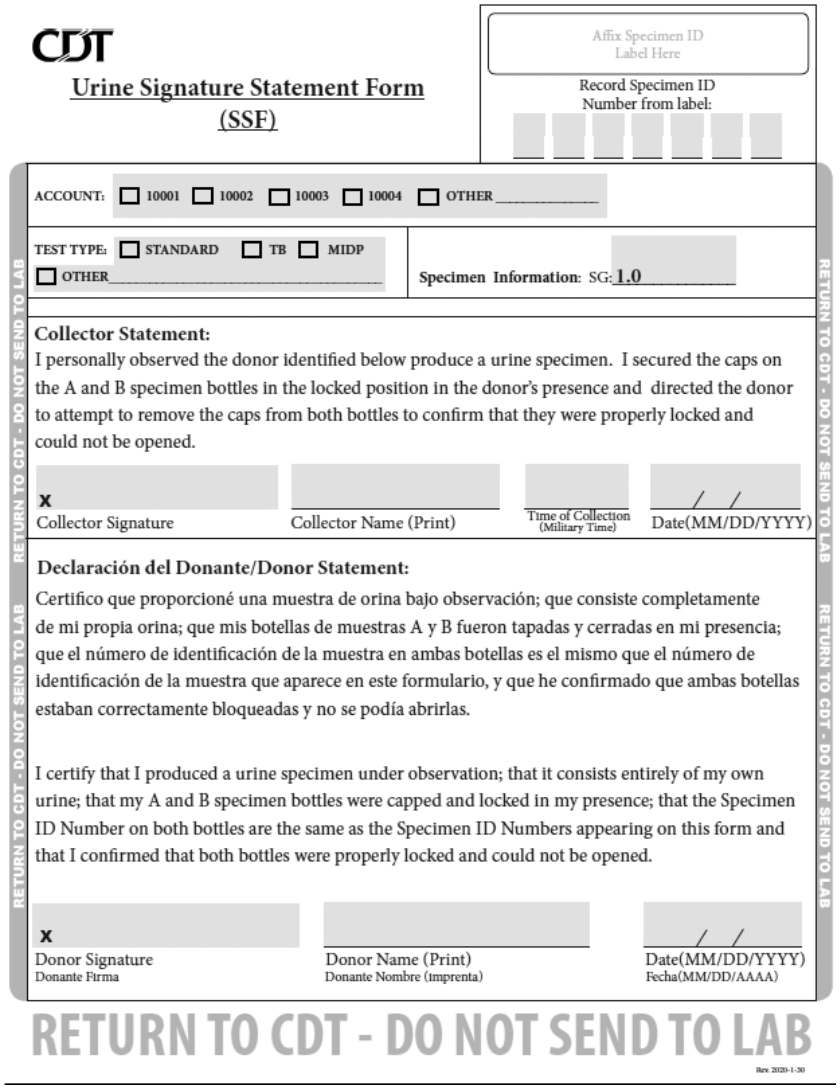
Exhibit 1 . . . . . Urine Signature Statement Form (SSF)

Exhibit 2 . . . . . Problem Collection Log

Exhibit 3 . . . . . Partial Specimen Documentation Form

Exhibit 4 . . . . . CDT Temporary Storage Form

EXHIBIT 1



CDT

Urine Signature Statement Form
(SSF)

Affix Specimen ID Label Here

Record Specimen ID Number from label:

ACCOUNT: ☐ 10001 ☐ 10002 ☐ 10003 ☐ 10004 ☐ OTHER _____

TEST TYPE: ☐ STANDARD ☐ TB ☐ MIDP ☐ OTHER _____

Specimen Information: SG: 1.0

RETURN TO CDT - DO NOT SEND TO LAB

Collector Statement:

I personally observed the donor identified below produce a urine specimen. I secured the caps on the A and B specimen bottles in the locked position in the donor's presence and directed the donor to attempt to remove the caps from both bottles to confirm that they were properly locked and could not be opened.

x
Collector Signature | Collector Name (Print) | Time of Collection (Military Time) | Date(MM/DD/YYYY)

Declaración del Donante/Donor Statement:

Certifico que proporcioné una muestra de orina bajo observación; que consiste completamente de mi propia orina; que mis botellas de muestras A y B fueron tapadas y cerradas en mi presencia; que el número de identificación de la muestra en ambas botellas es el mismo que el número de identificación de la muestra que aparece en este formulario, y que he confirmado que ambas botellas estaban correctamente bloqueadas y no se podía abrirlas.

I certify that I produced a urine specimen under observation; that it consists entirely of my own urine; that my A and B specimen bottles were capped and locked in my presence; that the Specimen ID Number on both bottles are the same as the Specimen ID Numbers appearing on this form and that I confirmed that both bottles were properly locked and could not be opened.

x
Donor Signature / Donante Firma | Donor Name (Print) / Donante Nombre (imprenta) | Date(MM/DD/YYYY) / Fecha(MM/DD/AAAA)

RETURN TO CDT - DO NOT SEND TO LAB

Rev. 2020-1-30

EXHIBIT 2

PROBLEM COLLECTION LOG

If you need additional room to write use back of form.

Event ID: _____

Player's Name: _____ Date: _____

Time Player Notified: _____

Specific Gravity out of range

#1 Time _____ SG _____ SENT TO LAB

#2 Time _____ SG _____ SENT TO LAB

Time of Player Release (POST GAME ONLY): _____

CALLED CDT _____ (time)

Food & Beverage Consumption: _____

Insufficient Quantity/Shy Bladder*

If first attempt is 0 mL, note time _____

If first attempt is greater than 0 mL, but less than 48 mL, use the "Partial Specimen Documentation" form

Other, Please Specify: _____

BLOOD ONLY

Blood was NOT obtained with first attempt:

Was a second attempt successful?** YES NO (circle one)

Called CDT to notify: _____ (time)

**NO additional attempts shall be made.

OTHER:

Specify Issue: _____

Resolution per CDT/IPA Instruction: _____

BCO Signature: _____

CSP Signature: _____

EXHIBIT 3

PARTIAL SPECIMEN DOCUMENTATION FORM
(For use without the Handheld Device only)

Urine Kit Specimen Identification Number _____ Date_____

Partial Specimen Kit Bag Number _____

FIRST VOID

Time _____ Total Urine Volume _____

I (Donor) certify that I provided a partial specimen. I was witness to my specimen being sealed and secured in a tamper resistant Partial Specimen Security Vault secured with a Security Tag Number as listed above that I selected from a choice of at least three (3).

_____
Donor Signature

I (Collector) certify that in the presence of the Donor that a partial specimen was sealed/secured using a Partial Specimen Security Vault secured with a Security Tag Number as listed above, which was selected by the Donor from a choice of at least three (3).

_____
Collector Signature

****

RETRIEVAL FROM LOCKED STORAGE:

I (Donor) certify that my partial specimen, number as listed above, was retrieved from secure storage with the Security Tag intact and secure.

_____
Donor Signature

I (Collector) agree with the above.

_____
Collector Signature

EXHIBIT 4

CDT TEMPORARY STORAGE FORM

Collector Name _____

Date of Collection _____ **Time of Completion of Collection** _____

Collection Location _____

Number of Specimens Collected _____ **Specimen ID Numbers:**

_____ _____ _____

_____ _____ _____

_____ _____ _____

TEMPORARY STORAGE CHAIN OF CUSTODY

Complete this section if specimens are not delivered to courier immediately following completion of collection.

Date Specimens Placed into Temporary Storage _____

Time Specimens Placed into Temporary Storage _____

Location of Temporary Storage/Lock Box _____

Specimens Stored in Lock Box? **Yes** ☐ **No** ☐

If specimens not stored in Lock Box, detailed description of location of temporary storage _____

_____

Complete this section if specimens are either removed from temporary storage or the location of temporary storage changes at any time prior to transfer to courier. *If more than one removal/change, please fill out information for each.

Date(s) Specimens Removed from Temporary Storage or Location of Temporary Storage Changed _____

Time(s) Specimens Removed from Temporary Storage or Location of Temporary Storage Changed _____

Reason(s) for Removal from Temporary Storage or Change in Location of Temporary Storage _____

_____

New Location of Temporary Storage _____

Detailed Description of new Temporary Storage (including whether the specimens were stored in the Lock Box)

_____

Complete this section when specimens are removed from temporary storage for transfer to courier.

Date Specimens Removed from Temporary Storage for Transfer to Courier _____

Time Specimens Removed from Temporary Storage for Transfer to Courier _____

Date of Drop-off at Courier _____ **Time of Drop-off at Courier** _____

Courier Name and Address _____

_____

Waybill # _____

DRIED BLOOD SPOT (DBS) COLLECTION PREPARATION AND PROCEDURES

I. DBS COLLECTION PREPARATION

A. PERSONNEL

1. All DBS collections will be performed by authorized CDT Collection Service Providers (CSP) and may be the same CDT Collector providing urine collection services under Section I.A.1. of the Urine Specimen Collection Preparation and Procedures.
2. The duties of the CSP include, but are not limited to, the following:
    a. Receiving the names from CDT of the Players to be collected;
    b. Ensuring that all necessary DBS collection supplies are brought to each Collection Event;
    c. Assessing and organizing the collection site and ensuring that it meets the requirements for health, safety and security;
    d. Working with the Club Representative to identify and notify Players;
    e. Collecting the DBS specimen from the Player;
    f. Processing the paperwork after the DBS specimen has been collected; and
    g. Packaging and shipping the DBS specimens according to protocol.

B. COLLECTION SUPPLIES

The supplies listed below, at a minimum, are to be available at a collection site. There may be slight variations in equipment.

1. DBS Preparation and Procedures

2. Paperwork and Forms:
    a. CCF – Account 10001
    b. Player Notification List – Account 10001
    c. DBS Blood Collection Event Log
    d. Problem Collection Log Forms
3. Tasso OnDemand M20 DBS Collection Kits.
4. InnoVero SAFESystem™ DBS Security Kits
5. InnoVero SAFESystem™ Box Seals
6. Miscellaneous DBS Collection Supplies:
    a. Disinfectant wipes or spray;
    b. Gloves
    c. Timing device (capable of timing seconds and minutes)
    d. Electronic Collection Device
    e. Warming pad
7. DBS Packaging and Shipping Supplies:
    a. CDT-approved security box or bag
    b. FedEx Lab Paks
    c. Shipping labels pre-addressed to the Testing Laboratory
    d. Pre-addressed FedEx air bills to CDT for paperwork shipment
    e. Collection receipts

II. DBS COLLECTION PROCEDURES

A. COLLECTION FACILITY AND SECURITY

1. The CSP shall maintain the cleanliness of the testing facility, using disinfectant wipes or spray to before and after each collection.
2. The collection site should be arranged to accommodate the flow of traffic and supervision of Players.

3. The collection site should contain a table and chair for paperwork processing and a comfortable chair for the Player.
4. The collection site should have proper ventilation and lighting.
5. The CSP shall maintain security and confidentiality throughout the process.

B. PLAYER NOTIFICATION

1. The CSP and the Club Representative will locate and notify the selected Player(s).
2. The CSP will record the date and time of each notification, and the Club Representative will sign the Player Notification List.
3. The Player must report to the collection site immediately upon notification.
4. The CSP will record on the Player Notification List the names of any Players who did not report for testing, and the reasons provided by the Club Representative.

C. PLAYER IDENTIFICATION

1. The CSP should identify the Player based on a photo-identification, or by an oral confirmation of his identity by the Club Representative.
2. If identification is made by the Club Representative, the Club Representative must sign the Handheld Device.

D. PREPARATION FOR THE DBS COLLECTION

1. The CSP will check the Identification Type in the Electronic Collection Device.
2. The CSP will instruct the Player to select a Tasso OnDemand Kit Box from a selection of at least three (3).

E. PROCEDURES FOR DBS COLLECTION

1. The CSP will don nitrile gloves.
2. The CSP will open the Tasso OnDemand Kit Box selected by the Player and remove the contents. The CSP and the Player shall inspect the contents for evidence of tampering.
3. The CSP shall instruct the Player to expose the skin area of the Player's non-dominant upper arm just below the shoulder and instruct the Player to rub that area quickly and firmly for about thirty (30) seconds. A warming pad may also be used for this purpose.
4. After thirty seconds, the CSP will use the enclosed alcohol wipe to clean the Player's upper arm.
5. The CSP will open the Tasso OnDemand device pouch by pulling apart the white and clear layers.
6. The CSP will remove the clear plastic cover over the red button. **(The CSP shall not yet press the red button.)**
7. The CSP will peel the paper tab behind the red button to expose the adhesive. **(The CSP shall not set the device down at this point.)**
8. The CSP will instruct the Player to position his non-dominant arm straight down from his side, and apply the Tasso OnDemand device to the cleaned section of the Player's upper arm with the red button on top and the sample cartridge pointing downward being cautious not to push the red button while applying.
9. The CSP shall then press the button quickly and firmly until it can't go any farther, wait two (2) seconds, and then let go.
10. The CSP will now start a five (5) minute timer.
11. The CSP shall then instruct the Player to select an InnoVero SAFESystem™ DBS Security Kit from a selection of at least three (3).

12. While waiting for the device to fill, the CSP will remove the contents of the InnoVero SAFESystem™ DBS Security Kit selected by the Player from its packaging.
13. After five (5) minutes, or earlier if blood appears at the bottom of the pod, the CSP shall peel off the device. (The specimen cartridge is considered full when the four pods are filled and blood appears at the bottom of the pod.)
14. If needed, the Player may use the bandage enclosed in the Tasso OnDemand Kit.
15. The CSP will place the tongue on the end of the collection device into the groove of the security kit.
16. The CSP will place the finger of one hand over the collection pod. With the other hand, the CSP will push the Tasso OnDemand device down, releasing the collection pod from the device.
17. The CSP will place the button portion of the device into the Tasso OnDemand Kit Box.
18. The CSP will place the collection pod into the lower compartment of the SAFESystem™ DBS Security Kit with with the white tab facing left. The CSP will then peel off the clear film from the collection pod by pulling up on the white tab.
19. The CSP will remove the foam protector from the lid of the security kit.
20. The CSP will then close the lid fully to distribute the DBS pods into A and B samples (click/snaps will indicate proper closure).
21. The CSP will remove the backing from the provided InnoVero security seal. Starting just below the A and B markings, the CSP will apply it over the lid and base portions of the SAFESystem™ DBS Security Kit.

22. The CSP shall direct the Player to attempt to open the device to confirm that it was properly locked and could not be opened.

23. The CSP shall select a CCF and record the Specimen ID number from the selected InnoVero SAFESystem™ DBS Security Kit on the CCF.

24. The CSP and the Player shall verify that the Specimen ID number from both the InnoVero SAFESystem™ DBS Security Kit and the CCF are the same.

25. The CSP will now scan the barcode/QR code on the InnoVero SAFESystem™ DBS Security Kit with the Electronic Collection Device. The CSP and Player will verify that the numerical code appearing on the Electronic Collection Device matches the numbers on the InnoVero SAFESystem™ DBS Security Kit and the CCF.

26. The Collector will now insert the sealed InnoVero SAFESystem™ DBS Security Kit into the silver specimen bag included in the Tasso OnDemand Kit, assuring that the moisture-absorbing packs remain in the specimen bag. The bag shall be zipped shut.

27. The CSP will place the silver bag containing the DBS specimen into the original Tasso OnDemand Kit Box which already contains the red button portion of the collection device, remove the adhesive strip, and seal the box.

28. The CSP will then place an InnoVero SAFESystem™ Box Seal on the Tasso OnDemand Box.

F. CHAIN OF CUSTODY PROCEDURES

1. The CSP shall provide the Electronic Collection Device to the Player to read the “Donor Statement” and ask the Player to electronically sign the Donor Statement.

2. The CSP shall view the "Collector Statement" on the Electronic Collection Device and electronically sign the Collector Statement.
3. The Collector shall complete the CCF as follows:
    a. For Account, the CSP shall check 10001
    b. For Test Type, the CSP shall check H
4. The CSP shall instruct the Player to read the "Donor Statement" contained on the CCF and certify that the information is correct by signing and dating the Donor Statement, printing his name next to his signature.
5. The CSP shall sign and print his name under the "Collector Statement" and insert the date and record the time, using military time.

G. VERIFICATION OF CCF

1. The CSP shall verify that all information on the CCF is completed correctly prior to releasing the Player.
2. The CSP shall verify that the Specimen Identification Number is recorded on the top right-hand corner of the CCF.
3. The CSP shall verify that the Account Number and Test Type are properly recorded.
4. The CSP will verify that the Player signed, printed his name, and recorded the correct date on the CCF.
5. The CSP will verify that he signed, printed his name, and dated the CCF with the correct date.
6. The Player may now be released.

III. PROCEDURES AFTER DBS COLLECTION

A. PREPARATION OF SPECIMENS FOR SHIPMENT

1. The Specimen Boxes shall be placed in the appropriate packaging.

2. Unless otherwise instructed by CDT, the package shall be sent by FedEx to the Testing Laboratory.

3. The CSP shall keep the DBS specimens secure and under his control until they are transferred to the courier.

B. DELIVERY OF DBS SPECIMENS TO FEDEX

1. Unless instructed otherwise by CDT, the CSP shall deliver the DBS specimens to a FedEx office immediately following the completion of the collection.

2. The DBS specimens cannot be placed in a FedEx Drop Box. If the Collector was instructed by CDT to maintain custody of the specimens until a future date because it was not possible or feasible to deliver the DBS specimens to FedEx on the day of the collection, the Collector shall follow the procedures in Section III.C below.

3. If unusual circumstances prevent the Collector from delivering the DBS specimens immediately following the completion of the collection to an approved FedEx office identified by CDT, the Collector shall promptly contact CDT. Unusual circumstances may include, but are not limited to, inclement weather that makes delivery to FedEx potentially dangerous for the Collector, a personal emergency (e.g., illness, family emergency, traffic accident or motor vehicle issues), or the completion of the collection at a time when the Collector was unable to reach any of the approved FedEx offices identified by CDT prior to their closing. CDT, after consulting with the IPA, will determine whether, in light of the circumstances identified by the Collector, the Collector should deliver the specimens to FedEx on that day or maintain temporary custody of the specimens in accordance with Section III.C below.

4. The customer copy of the FedEx air bill should be sent by FedEx to CDT along with the CCF, Player Notification List, and any Problem Collection Logs.

C. TEMPORARY STORAGE OF DBS SPECIMENS BY THE COLLECTOR

1. In circumstances when DBS specimens are not delivered to FedEx immediately following the completion of the collection, the Specimen Boxes shall be stored by the Collector in his residence (or, if necessary, in his hotel room) in the Collector's Lock Box. The Lock Box shall remain in its locked position whenever specimens are stored in it. The Collector must not provide anyone with the combination to the Lock Box. The Collector shall only remove the DBS specimens from the Lock Box in order to prepare them for delivery to FedEx.

2. If unusual circumstances prevent the Collector from securing DBS specimens in his Lock Box (e.g., the Collector was required to travel overnight to complete a collection without his Lock Box), he shall contact CDT. The DBS specimens should be stored by the Collector in a secure location until such time as he is able to transfer them to the Lock Box or deliver them to FedEx. Collectors should not leave specimens in a car for a significant period of time, except as may be necessary to transport DBS specimens to FedEx or the Collector's residence (or, when applicable, his hotel room).

3. In circumstances when DBS specimens are not delivered to FedEx immediately following the completion of the collection, the Collector shall complete a CDT Temporary Storage Form which shall provide the following information:

    a. The date and time that the Collector placed the DBS specimens into temporary storage;

    b. The locations of the temporary storage (e.g., residence or hotel room);

    c. Whether the DBS specimens were stored in a Lock Box (and, if not, a detailed description of the secure location they were temporarily stored); and

d. The date and time that the DBS specimens were removed from temporary storage for delivery to FedEx.

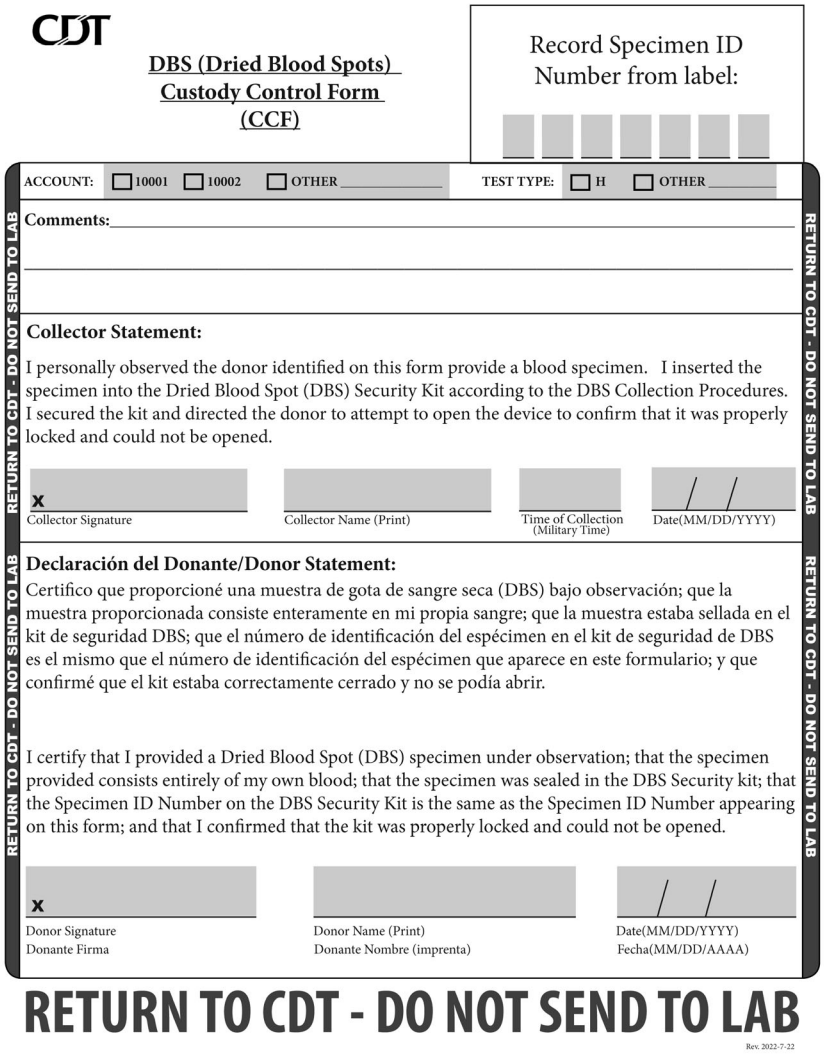
4. When DBS specimens are temporarily stored by a Collector, the Collector shall deliver them to a FedEx office as soon as possible as directed by CDT.

IV. DBS COLLECTION LIST OF EXHIBITS

Exhibit 1 . . . . . DBS Custody Control Form (CCF)

Exhibit 2 . . . . . InnoVero DBS Security Kit User Instructions

EXHIBIT 1



CDT

DBS (Dried Blood Spots) Custody Control Form (CCF)

Record Specimen ID Number from label:

ACCOUNT: ☐ 10001 ☐ 10002 ☐ OTHER _____ TEST TYPE: ☐ H ☐ OTHER _____

Comments: _____

Collector Statement:

I personally observed the donor identified on this form provide a blood specimen. I inserted the specimen into the Dried Blood Spot (DBS) Security Kit according to the DBS Collection Procedures. I secured the kit and directed the donor to attempt to open the device to confirm that it was properly locked and could not be opened.

x _____ Collector Signature | _____ Collector Name (Print) | _____ Time of Collection (Military Time) | ___/___ Date(MM/DD/YYYY)

Declaración del Donante/Donor Statement:

Certifico que proporcioné una muestra de gota de sangre seca (DBS) bajo observación; que la muestra proporcionada consiste enteramente en mi propia sangre; que la muestra estaba sellada en el kit de seguridad DBS; que el número de identificación del espécimen en el kit de seguridad de DBS es el mismo que el número de identificación del espécimen que aparece en este formulario; y que confirmé que el kit estaba correctamente cerrado y no se podía abrir.

I certify that I provided a Dried Blood Spot (DBS) specimen under observation; that the specimen provided consists entirely of my own blood; that the specimen was sealed in the DBS Security kit; that the Specimen ID Number on the DBS Security Kit is the same as the Specimen ID Number appearing on this form; and that I confirmed that the kit was properly locked and could not be opened.

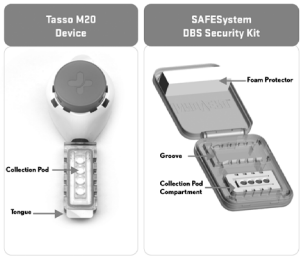
x _____ Donor Signature / Donante Firma | _____ Donor Name (Print) / Donante Nombre (imprenta) | ___/___ Date(MM/DD/YYYY) / Fecha(MM/DD/AAAA)

RETURN TO CDT - DO NOT SEND TO LAB

Rev. 2022-7-22

INNOVERO

DBS Security Kit
User Instructions



The SAFESystem DBS Security Kit is intended to be used after the collection of a dried blood spot sample using the Tasso M20. For instructions on use of the M20 refer to the collection instructions provided in each M20 kit, at https://www.tassoinc.com/tasso-m20, or by scanning the QR code to the right.

Step 1

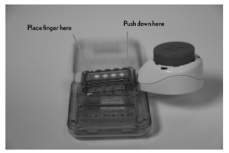
Remove the security kit and tamper-evident security seal from the packaging.

Step 2

The Tasso M20 has a tongue on the end of the collection device. Place the tongue into the groove of the security kit.

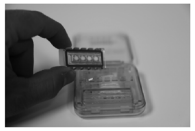
Step 3

With one hand, place a finger over the collection pod. With the other hand, push the Tasso M20 device down.



Step 4

Once the Tasso M20 is pushed all the way down, the collection pod will release from the device.



Step 5

Place the collection pod into the compartment with the white tab facing left. Peel off the clear film from the collection pod by pulling up on the white tab.

Step 6

Remove the foam protector and close the lid of the security kit so the 4 posts push the samples into the A and B compartments. Close the lid to secure the samples (you will hear click/snaps which indicate proper closure).

Step 7

Remove the backing from the tamper-evident security seal. Starting just below the A/B markings, apply it over the lid and base of the security kit. Scan the barcode or write the Unique Identifer Code on the appropriate paperwork.

Step 8

Place the security kit into the foil bag (from the Tasso M20 kit) and seal the bag. The sample is ready for shipment.

DBS Security Kit User Instruction

EXHIBIT 2

BLOOD DRAW COLLECTION PREPARATION AND PROCEDURES

I. BLOOD DRAW COLLECTION PERSONNEL AND SUPPLIES

A. PERSONNEL

1. CDT will provide a minimum of one (1) Collection Service Provider ("CSP") and one (1) Blood Collection Official ("BCO") for each blood specimen collection.
2. The CSP will be a Collector who has experience performing collections for Major League Baseball. The CSP will supervise the Blood Collection Event. The duties of the CSP include, but are not limited to, the following:
    a. Receiving the names from CDT of the Players to be collected;
    b. Ensuring that all necessary Blood Collection Supplies are brought to each Collection Event (See Section I.B below);
    c. Assessing and organizing the collection site and ensuring that it meets the requirements for health, safety and security;
    d. Working with the Club Representative to identify and notify Players;
    e. Processing the paperwork after the blood has been drawn by the BCO; and
    f. Packaging and shipping the blood specimens according to protocol.
3. The BCO will be an experienced phlebotomist with the appropriate certifications to draw blood under applicable local laws and regulations. The BCO will be trained by CDT on the Blood Collection Preparation and

Procedures. The duties of the BCO include, but are not limited to, the following:

a. The drawing of blood as described in these Blood Specimen Collection Preparation and Procedures;

b. Recording the time and date of collection, and number of tubes, and signing the Blood Custody Control Form (CCF) (See Exhibit 2); and

c. Disposing of all bio-hazard materials, including needles, in SHARPS disposal containers.

B. COLLECTION SUPPLIES

The supplies listed below, at a minimum, are to be available at a collection site. There may be slight variations in equipment.

1. Blood Collection Reminder sheet
2. Blood Collection Preparation and Procedures
3. Paperwork and Forms:
   a. CCF – Account 10001
   b. Blood Specimen Manifest Form
   c. Player Notification List – Account 10001
   d. Blood Collection Event Log
   e. Blood Collection Checklist
   f. Needle Disposal Affidavit
4. Collection Kit which includes:
   a. Blood Specimen Packet containing two (2) sterile blood draw Vacutainer™ tubes, one (1) sterile blood draw security needle, one (1) blood draw holder, and one (1) rubber band (optional); and
   b. InnoVero SAFESystem™ Kit containing one (1) "A" Bottle equipped to hold a Vacutainer™ tube, one (1) "B" Bottle equipped to hold a Vacutainer™ tube, both with caps and sealed with a shrink-sleeve wrap, (2) sealable security specimen bags, and

Specimen Identification labels with numbers that match the Specimen Kit.

5. Miscellaneous Blood Collection Supplies:
    a. Disinfectant wipes
    b. Tourniquet (latex free)
    c. Alcohol swabs and Band-Aids
    d. Gloves
    e. First-aid kit
    f. Bio-hazard kit and disposal bags
6. Blood Collection Packaging and Shipping Supplies:
    a. CDT-approved cooler bag or box for on-site temporary storage of specimens
    b. Temperature Control Device
    c. Temperature Controlled Shipping Box
    d. Shipping Label pre-addressed to the Testing Laboratory
    e. Pre-Addressed FedEx airbills to CDT for paperwork shipment
    f. Collection Receipt

II. BLOOD DRAW COLLECTION PROCEDURES

A. BLOOD DRAW COLLECTION FACILITY AND SECURITY

1. Disinfectant wipes shall be used to clean the area before and after each collection.
2. The collection site should be arranged to accommodate the flow of traffic and supervision of Players.
3. The collection site should contain a table and chair for paperwork processing and a comfortable chair for the Player.
4. The collection site should have proper ventilation and lighting.

5. Only the BCO, CSP and the Player shall be allowed access to the collection area during the collection. If the collection area does not have a locked door, the CSP and the BCO will be responsible for restricting access to the collection site.

B. PLAYER NOTIFICATION

1. The CSP and the Club Representative will locate and notify the selected Player.
2. The CSP will record the date and time of each notification, and the Club Representative will sign the Player Notification List.
3. The Player must immediately report to the collection site upon notification.
4. The CSP shall recommend to the Player that he remain seated for approximately ten (10) minutes prior to the blood draw.
5. The CSP will record on the Player Notification List the names of any Players who did not report for testing, and the reasons provided by the Club Representative.

C. PLAYER IDENTIFICATION

1. The CSP and BCO should be present for Player identification.
2. The CSP should identify the Player based on a photo-identification, or by an oral confirmation of his identity by the Club Representative. If identification is made by the Club Representative, the Club Representative must sign the Handheld Device.

D. PREPARATION FOR BLOOD DRAW COLLECTION

1. If the Handheld Device is not being used, the CSP will select a Blood Specimen Manifest Form and record the collection date in the Event Information section (See Exhibit 1).

2. If the Handheld Device is not being used, the CSP will select a Blood Collection Checklist and “check off” the form as each step in the process is completed.
3. The CSP will select a CCF and “check” the appropriate Account Number (10001) and Test Type “H.”
4. The CSP will “check” the Player Identification Type.
5. The CSP will instruct the Player to select a Blood Specimen Packet from a selection of at least three (3).
6. The CSP will instruct the Player to select an InnoVero SAFESystem™ Kit from a selection of at least three (3).
7. The CSP will remove the contents of the Blood Specimen Packet and the Player will remove the contents of the InnoVero SAFESystem™ Kit.
8. The CSP, BCO and Player will each verify that the Specimen Identification Number Labels match the Specimen Identification Numbers printed on the “A” and “B” Bottles.
9. The CSP, in the presence of the BCO and the Player, will place one (1) Specimen Identification Number Label lengthwise on each of the Vacutainer™ collection tubes.
10. The CSP, in the presence of the BCO and the Player, will place one (1) Specimen Identification Number Label at the top of the CCF and record the number.
11. If the Handheld Device is not being used, the CSP, in the presence of the BCO and the Player, will place one (1) Specimen Identification Number Label in the Specimen Information section of both copies of the Blood Specimen Manifest Form.
12. If the Handheld Device is not being used, the CSP, in the presence of the BCO and the Player, will place one (1) Specimen Identification Number Label on the top right corner of the Blood Collection Checklist.

13. The CSP, in the presence of the BCO, will instruct the Player to verify that the Specimen Identification Number Labels on the Vacutainer™ tubes, the CCF and the Blood Specimen Manifest Form (if applicable) are all the same.

E. PROCEDURES FOR DRAWING THE BLOOD SPECIMEN

1. The BCO will provide the Player with a pen and instruct him to mark his non-dominant arm with an "x" (unless the Player requests otherwise).
2. The BCO will provide the Player with the opportunity to identify whether he has had any blood transfusions over the prior six (6) months, and to disclose any medications that he took over the past seven (7) days, including those which may affect the ability of the blood to clot. When appropriate, the CSP will record this information, and any other pertinent information provided by the Player, in the Comments section of the CCF.
3. The BCO will assemble the needle and blood draw holder in the presence of the Player.
4. The BCO will apply a tourniquet if needed. The tourniquet can be applied over thin clothing if the Player has a skin allergy.
5. The BCO will clean the needle insertion site with a sterile alcohol swab.
6. The BCO shall inspect the needle and examine the appropriate vein. If the BCO determines that the Player's vein on his non-dominant arm is inadequate to obtain a specimen, the BCO shall not insert the needle, and the CSP shall contact CDT for further instruction while the Player remains in the collection site.
    a. The BCO shall make no more than two (2) attempts to insert the needle to draw blood.

b. If the BCO is unable to obtain a specimen after two (2) attempts, the collection shall be discontinued and the Player shall be released.

7. The BCO shall collect 5 mL of blood per collection tube (for a total of 10 mL). If the CSP is unable to collect a full 10 mL of blood, the CSP shall contact CDT immediately for further instruction before proceeding.

8. At the appropriate time following the drawing of the blood, the tourniquet should be removed from the Player's arm.

9. The Vacutainer™ collection tubes should remain in the presence of the BCO, the CSP and the Player at all times during the collection process.

10. After withdrawing the needle, the BCO should place gauze over the puncture site and instruct the Player to press firmly on the gauze as needed. The BCO will cover the injection site with a bandage.

11. The BCO, in the presence of the CSP and the Player, will gently invert the Vacutainer™ tubes several times.

12. The BCO will dispose of the Blood Collection Supplies in accordance with any required hazardous material standards.

13. The BCO or CSP will advise the Player not to undertake strenuous exercise for thirty (30) minutes.

F. BLOOD SPECIMEN PROCESSING

1. The CSP, in the presence of the Player, shall remove the plastic from both the "A" and "B" Bottles contained in the InnoVero SAFESystem™ Kit.

2. The CSP, in the presence of the Player, shall place one (1) Vacutainer™ tube into the "A" Bottle and one (1) Vacutainer™ tube into the "B" Bottle. The Vacutainer™ tubes shall be placed with rubber top up so that bottom

of each tube is positioned in the cradle at the bottom of each Bottle.

3. The CSP, in the presence of the Player, shall twist the lock ring protector to remove it from each specimen bottle and place the security caps on each specimen bottle. The CSP shall turn each security cap clockwise until it locks into place.

4. The CSP shall instruct the Player to attempt to turn and remove the security caps from each specimen bottle by turning the security caps to ensure that they have been properly locked.

5. The CSP, in the presence of the Player, shall place each specimen bottle containing a Vacutainer™ tube into a blood specimen bag.

    a. The absorbent pad should remain in the specimen bags.

    b. The specimen bottles containing Vacutainer™ tubes should be placed in the individual specimen bags.

    c. Excess air should be removed from the specimen bags.

    d. The specimen bags should be sealed by pulling off the liner of the bag tape.

    e. The two specimen bottles should be wrapped together with a rubber band.

G. CHAIN OF CUSTODY PROCEDURES

1. The CSP should record any of his comments, or any comments required/requested by the BCO or the Player on the Comments section of the CCF as instructed in Section III.E.2 above.

2. The BCO, in the presence of the CSP and the Player, shall record the date and time of the collection and the number of tubes collected. The BCO shall then sign and print his or her name on the CCF to confirm that the

collection was conducted in accordance with these Procedures.

3. The CSP shall instruct the Player to read the Player Statement, and if it is accurate, to sign and print his name on the CCF, and record the date.
4. The CSP shall sign the Collector Statement of the CCF certifying that the collection was performed in accordance with these Blood Specimen Collection Preparation and Procedures, and print his name and record the date on the CCF.
5. The CSP shall provide the Handheld Device to the Player to read the "Donor Statement" and ask the Player to electronically sign the Donor Statement.
6. The CSP shall provide the Handheld Device to the BCO and the BCO shall sign his/her name to confirm that the collection was conducted in accordance with these procedures.
7. The CSP shall view the "Collector Statement" on the Handheld Device and electronically sign the Collector Statement.

H. VERIFICATION OF CCF

1. The CSP shall verify that all information on the CCF is completed correctly.
2. The CSP will verify that the Specimen Identification Number Label is applied to the top right hand corner of the CCF and that the Specimen Identification Number is correctly recorded in the section below the label.
3. The CSP will verify that the Account Number and Test Type are properly recorded.
4. The CSP will verify that the BCO signed and printed his name, recorded the military time of the collection, recorded the number of tubes, and recorded the correct date on the CCF.

5. The CSP will verify that the Player signed, printed his name and recorded the correct date on the CCF.

6. The CSP will verify that he signed, printed his name and dated the CCF with the correct date.

I. COMPLETION

1. If the Handheld Device is not being used, the CSP shall record the date, time and panel information in the Specimen Information section of the Blood Specimen Manifest Form.

2. If applicable, the CSP shall verify that the Specimen Identification Number Labels were applied in the Specimen Information section of both copies of the Blood Specimen Manifest Form, as instructed above in Section III.D.12.

3. If applicable, the CSP shall apply the Temperature Recording Device Number Label in the upper right hand corner of both copies of the Blood Specimen Manifest Form.

4. The CSP, in the presence of Player, shall destroy any leftover Specimen Identification Number Labels.

5. The CSP may release the Player after the specimens have been securely sealed and the CCF and the Blood Specimen Manifest Form (if applicable) have been verified as complete and accurate.

6. The blood specimens should remain at room temperature for approximately fifteen (15) minutes. Thereafter, the CSP shall place the sealed specimen bags into the CDT-approved cooler bag or box until the specimens are packed for transport.

7. The CSP must never leave specimens unattended at any time prior to shipping.

J. TRANSPORT PACKAGING

1. The CSP shall open the Temperature Controlled Shipping Box, remove the cooler, and place it foil side down on a flat surface. The CSP shall push straight down in the middle of the button. Within twenty (20) seconds, the logo should turn blue, indicating the cooling has begun. The CSP should touch the surface near the button to confirm the cooler is working. The Temperature Controlled Shipping Box should be activated before packaging the specimens for transport.
2. The CSP should insert the specimens into the Temperature Controlled Shipping Box.
3. The CSP shall activate the Temperature Control Device. The CSP shall wait for the Temperature Controlled Shipping Box to cool prior to placing specimen bags into the Box. The Temperature Control Device shall be activated and put inside a CDT-approved cooler bag or box at the time of packaging. To ensure sufficient cooling time, the Temperature Controlled Shipping Box should be activated two (2) hours before placing specimens into the Box.
4. The CSP shall insert the Temperature Control Device between specimens in the Temperature Controlled Shipping Box to record the temperature during transport.
5. The CSP shall place the cooler back into its original position ensuring a snug fit.
6. The CSP will record the total number of specimens in each Temperature Controlled Shipping Box on the Blood Collection Event Log.
7. If the Handheld Device is not being used, the CSP shall complete the Transfer Information section of the Blood Specimen Manifest Form.

8. If applicable, the CSP shall verify that all required information is recorded on the Blood Specimen Manifest Form.
9. If the Handheld Device is not being used, the CSP shall remove Copy 1 of the Blood Specimen Manifest Form and place it on top of the cooling pack in the Temperature Controlled Shipping Box. If applicable, the CSP shall retain the CCF and Copy 2 of the Blood Specimen Manifest Form for delivery to CDT.
10. The CSP shall close the Temperature Controlled Shipping Box and tape it shut.
11. The CSP shall place the FedEx airbill addressed to the Testing Laboratory and the Commercial Invoice in a clear pouch, and affix the pouch to the outside of the Temperature Controlled Shipping Box.

K. COLLECTION SITE CLEAN-UP AND DEPARTURE

1. Prior to departure, the CSP shall verify that all bio-hazard materials, including needles, have been properly disposed into SHARPS disposal containers.
2. The CSP shall ensure that the collection site is clean and free of debris.

L. DELIVERY TO COURIER

1. All blood specimens shall be delivered to the courier by the CSP at the conclusion of the collection event for priority delivery to the Testing Laboratory.
2. CDT will instruct the CSP to either deliver the specimens to a specific FedEx office located proximate to the collection site, or to deliver the specimens through World Courier Overnight for priority delivery to the Testing Laboratory.
3. Prior to delivery to FedEx or World Courier Overnight for priority delivery to the Testing Laboratory, the CSP should confirm the following:

a. The FedEx airbill was fully completed with the Account Number 10001 set forth in the Reference section; and

b. A Commercial Invoice was fully completed.

4. If unusual circumstances prevent the CSP from immediately delivering the specimens to the courier for priority shipping, the CSP shall immediately contact CDT for further instructions.

5. After the specimens are delivered to the courier, the CSP shall immediately fax to CDT the Blood Collection Event Log, the Problem Collection Log (if necessary) and Copy 2 of the Blood Specimen Manifest Form (if applicable). Once CDT confirms receipt of those documents, the CSP shall deliver the hard copies of the documents to a FedEx office for shipment to CDT.

III. BLOOD COLLECTION LIST OF EXHIBITS

Exhibit 1 . . . . . Blood Specimen Manifest Form

Exhibit 2 . . . . . Blood Custody Control Form (CCF)

Exhibit 3 . . . . . Blood Collection Event Log

Exhibit 4 . . . . . Needle Disposal Affidavit

EXHIBIT 1

CDT
800-440-3784

Blood Specimen Manifest

EVENT INFORMATION

Date of Collection: ____/____/____ Temperature Monitor Number:________________

Samples Shipped From: ____________________________________ Sample(s) Type: ☐ Blood

SPECIMEN INFORMATION

MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here	MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here
MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here	MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here
MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here	MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here
MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here	MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here
MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here	MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here
MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here	MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here
MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here	MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here
MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here	MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here
MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here	MM/DD/YY Military Time H Lab Panel	Affix Specimen ID Label Here

TRANSFER INFORMATION

Courier: ☐ Fed Ex Other:________________ Tracking Number: ____________________________

Date Prepared: ____________ Time Prepared: _____________

I certify the above listed sample(s) was/were properly prepared for shipment and transported by me to the courier for shipment to laboratory.

X______________________________________ ______________________________________

Collector Signature Collector Name (Print)

LAB COPY --- LAB COPY --- LAB COPY --- LAB COPY --- LAB COPY --- LAB COPY

FOR LABORATORY USE ONLY

LABORATORY CONFIRMATION OF RECEIPT OF SAMPLES: PLEASE COMPLETE AND FAX TO CDT 714-852-5207

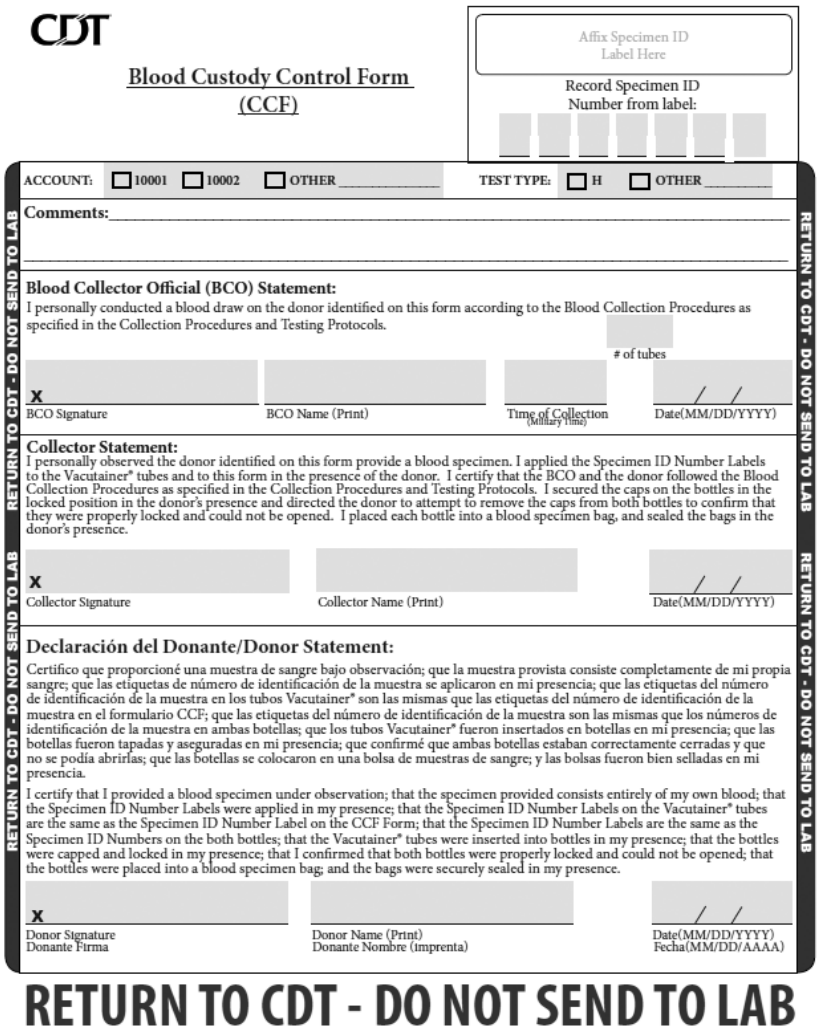
Date Received:______________ Time Received: ________ am/pm

Comments:____

Laboratory Representative: ____

Signature (Print Name)

EXHIBIT 2



CDT

Blood Custody Control Form
(CCF)

Affix Specimen ID Label Here

Record Specimen ID Number from label:

ACCOUNT: ☐ 10001 ☐ 10002 ☐ OTHER _____ TEST TYPE: ☐ H ☐ OTHER _____

Comments:_____

Blood Collector Official (BCO) Statement:

I personally conducted a blood draw on the donor identified on this form according to the Blood Collection Procedures as specified in the Collection Procedures and Testing Protocols.

# of tubes

X _____ BCO Signature | BCO Name (Print) | Time of Collection (Military Time) | Date(MM/DD/YYYY)

Collector Statement:

I personally observed the donor identified on this form provide a blood specimen. I applied the Specimen ID Number Labels to the Vacutainer® tubes and to this form in the presence of the donor. I certify that the BCO and the donor followed the Blood Collection Procedures as specified in the Collection Procedures and Testing Protocols. I secured the caps on the bottles in the locked position in the donor's presence and directed the donor to attempt to remove the caps from both bottles to confirm that they were properly locked and could not be opened. I placed each bottle into a blood specimen bag, and sealed the bags in the donor's presence.

X _____ Collector Signature | Collector Name (Print) | Date(MM/DD/YYYY)

Declaración del Donante/Donor Statement:

Certifico que proporcioné una muestra de sangre bajo observación; que la muestra provista consiste completamente de mi propia sangre; que las etiquetas de número de identificación de la muestra se aplicaron en mi presencia; que las etiquetas del número de identificación de la muestra en los tubos Vacutainer® son las mismas que las etiquetas del número de identificación de la muestra en el formulario CCF; que las etiquetas del número de identificación de la muestra son las mismas que los números de identificación de la muestra en ambas botellas; que los tubos Vacutainer® fueron insertados en botellas en mi presencia; que las botellas fueron tapadas y aseguradas en mi presencia; que confirmé que ambas botellas estaban correctamente cerradas y que no se podía abrirlas; que las botellas se colocaron en una bolsa de muestras de sangre; y las bolsas fueron bien selladas en mi presencia.

I certify that I provided a blood specimen under observation; that the specimen provided consists entirely of my own blood; that the Specimen ID Number Labels were applied in my presence; that the Specimen ID Number Labels on the Vacutainer® tubes are the same as the Specimen ID Number Label on the CCF Form; that the Specimen ID Number Labels are the same as the Specimen ID Numbers on the both bottles; that the Vacutainer® tubes were inserted into bottles in my presence; that the bottles were capped and locked in my presence; that I confirmed that both bottles were properly locked and could not be opened; that the bottles were placed into a blood specimen bag; and the bags were securely sealed in my presence.

X _____ Donor Signature / Donante Firma | Donor Name (Print) / Donante Nombre (imprenta) | Date(MM/DD/YYYY) / Fecha(MM/DD/AAAA)

RETURN TO CDT - DO NOT SEND TO LAB

Rev. 2020-1-29

RETURN TO CDT - DO NOT SEND TO LAB

RETURN TO CDT - DO NOT SEND TO LAB

RETURN TO CDT - DO NOT SEND TO LAB

EXHIBIT 3

BLOOD COLLECTION EVENT LOG

COLLECTOR NAME: _____

Event Date: _____ **Event ID #:** _____

TIME SHEET:

Arrival Time on Site: _____

Time of 1st Collection: _____

Departure Time from Site: _____

SPECIMEN SHIPMENT (check appropriate box)

☐ INRS — Laval, Quebec Canada

Total Number of Specimens Shipped:

_____

Shipped Via: ☐ FedEx ☐ World Courier ☐ Other: _____

Date Shipped: _____ Time: _____ Drop-Off (City/State) Location: _____

Tracking Number: _____

PAPERWORK SHIPMENT to CDT:

FedEx Tracking Number: _____

BLOOD COLLECTION BIO-HAZARD (NEEDLES/SHARPS) DISPOSAL:

Disposed Via BCO: ☐

BCO NAME(S):

_____

MISCELLANEOUS INFORMATION:

Do not use this for Donor information

_____

_____

EXHIBIT 4

NEEDLE DISPOSAL AFFIDAVIT

Event ID: _____

Date: _____

Time: _____

I certify that there were multiple needles in the BCO's SHARPS needle disposal container before we conducted the draw.

I witnessed the BCO dispose of the needle into the SHARPS container after the draw

CSP name: _____

CSP signature: _____