

TENNIS ANTI-CORRUPTION PROGRAM

A. Introduction

The purpose of the Tennis Anti-Corruption Program is to (i) maintain the integrity of tennis, (ii) protect against any efforts to impact improperly the results of any match and (iii) establish a uniform rule and consistent scheme of enforcement and sanctions applicable to all professional tennis Events and to all Governing Bodies.

B. Definitions

1. "AHO" refers to an Anti-Corruption Hearing Officer.
2. "ATP" refers to the ATP Tour, Inc.
3. "CAS" refers to the Court of Arbitration for Sport.
4. "Consideration" refers to anything of value except for money.
5. "Corruption Offense" refers to any offense described in Section D or E of this Program.
6. "Covered Person" refers to any Player, Related Person, or Tournament Support Personnel.
7. "Decision" refers to a decision of an AHO regarding the commission of a Corruption Offense.
8. "Demand" refers to a written demand for information issued by the TIU to any Covered Person.
9. "Director" refers to the Director of the TIU.
10. 'Event' refers to those professional tennis matches and other tennis competitions identified in Appendix 1
11. "Governing Bodies" refers to the ATP, the ITF, the WTA and the GSB.
12. "GSB" refers to the Grand Slam Board.
13. "Hearing" refers to a hearing before an AHO in accordance with Section G of this Program.
14. "Information in the public domain" refers to information which has been published or is a matter of public record or can be readily acquired by an interested member of the public and/or information which has been disclosed according to the rules or regulations governing a particular event.

15. “Inside Information” refers to information about the likely participation or likely performance of a Player in an Event or concerning the weather, court conditions, status, outcome or any other aspect of an Event which is known by a Covered Person and is not information in the public domain.
16. “ITF” refers to the International Tennis Federation.
17. “Notice” refers to written Notice sent by the PTIO to a Covered Person alleged to have committed a Corruption Offense.
18. “Player” refers to any player who enters or participates in any competition, Event or activity organized or sanctioned by any Governing Body.
19. “Program” refers to this Tennis Anti-Corruption Program.
20. “Provisional Suspension” refers to a period of ineligibility imposed by an AHO before a full hearing has taken place.
21. “PTIO” refers to the Professional Tennis Integrity Officer appointed by each Governing Body.
22. “Related Person” refers to any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any Player, or any other person who receives accreditation at an Event at the request of the Player or any other Related Person.
23. “Substantial Assistance” refers to assistance given by a Covered Person to the PTIO or TIU that results in the discovery or establishing of a corruption offense by another Covered Person.
24. “TIB” refers to the Tennis Integrity Board.
25. “TIU” refers to the Tennis Integrity Unit.
26. “Tournament Support Personnel” refers to any tournament director, owner, operator, employee, agent, contractor or any similarly situated person at any Event and any other person who receives accreditation at an Event at the request of Tournament Support Personnel.
27. “Wager” refers to a wager of money or Consideration or any other form of financial speculation.
28. “WTA” refers to the WTA Tour, Inc.

C. Covered Players, Persons and Events

1. All Players, Related Persons, and Tournament Support Personnel shall be bound by and shall comply with all of the provisions of this Program and shall be deemed to accept all terms set out herein as well as the Tennis Integrity Unit Privacy Policy which can be found at www.tennisintegrityunit.com.
2. It is the responsibility of each Player, Related Person and Tournament Support Personnel to acquaint himself or herself with all of the provisions of this Program. Further, each Player shall have a duty to inform Related Persons with whom they are connected of all of the provisions of this Program and shall instruct Related Persons to comply with the Program.

D. Offenses

Commission of any offense set forth in Section D or E of this Program including a violation of the Reporting Obligations or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.

1. Corruption Offenses.

- a. No Covered Person shall, directly or indirectly, wager or attempt to wager on the outcome or any other aspect of any Event or any other tennis competition.
- b. No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition. For the avoidance of doubt, to solicit or facilitate to wager shall include, but not be limited to: display of live tennis betting odds on a Covered Person website; writing articles for a tennis betting publication or website; conducting personal appearances for a tennis betting company; and appearing in commercials encouraging others to bet on tennis.
- c. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration for the provision of an accreditation to an Event (i) for the purpose of facilitating a commission of a Corruption Offense; or (ii) which leads, directly or indirectly, to the commission of a Corruption Offense.
- d. No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.

- e. No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event.
- f. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a Player's best efforts in any Event.
- g. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player's best efforts in any Event.
- h. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration, for the provision of any Inside Information.
- i. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person for the provision of any Inside Information.
- j. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any Tournament Support Personnel in exchange for any information or benefit relating to a tournament.
- k. No Covered Person may be employed or otherwise engaged by a company which accepts wagers on Events.

2. Reporting Obligation.

a. Players.

- i. In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the TIU as soon as possible.
- ii. In the event any Player knows or suspects that any other Covered Person or other individual has committed a Corruption Offense, it shall be the Player's obligation to report such knowledge or suspicion to the TIU as soon as possible.
- iii. If any Player knows or suspects that any Covered Person has been involved in an incident described in Section D.2.b. below, a Player shall be obligated to report such knowledge or suspicion to the TIU as soon as possible.

- iv. A Player shall have a continuing obligation to report any new knowledge or suspicion regarding any Corruption Offense, even if the Player's prior knowledge or suspicion has already been reported.

b. Related Persons and Tournament Support Personnel.

- i. In the event any Related Person or Tournament Support Person is approached by any person who offers or provides any type of money, benefit or Consideration to a Related Person or Tournament Support Person to (i) influence or attempt to influence the outcome of any aspect of any Event, or (ii) provide Inside Information, it shall be the Related Person's or Tournament Support Person's obligation to report such incident to the TIU as soon as possible.
 - ii. In the event any Related Person or Tournament Support Person knows or suspects that any Covered Person or other individual has committed a Corruption Offense, it shall be the Related Person's or Tournament Support Person's obligation to report such knowledge or suspicion to the TIU as soon as possible.
- c. For the avoidance of doubt, (i) a failure of the Reporting Obligation by any Covered Person; and/or (ii) a failure of the duty to cooperate under Section F.2 shall constitute a Corruption Offense for all purposes of the Program.

E. Additional Matters

1. Each Player shall be responsible for any Corruption Offense committed by any Covered Person if such Player either (i) had knowledge of a Corruption Offense and failed to report such knowledge pursuant to the reporting obligations set forth in Section D.2. above or (ii) assisted the commission of a Corruption Offense. In such event, the AHO shall have the right to impose sanctions on the Player to the same extent as if the Player had committed the Corruption Offense.
2. For a Corruption Offense to be committed, it is sufficient that an offer or solicitation was made, regardless of whether any money, benefit or Consideration was actually paid or received.
3. Evidence of a Player's lack of efforts or poor performance during an Event may be offered to support allegations that a Covered Person committed a Corruption Offense, but the absence of such evidence shall not preclude a Covered Person from being sanctioned for a Corruption Offense.

4. A valid defense may be made to a charge of a Corruption Offense if the person alleged to have committed the Corruption Offense (a) promptly reports such conduct to the TIU and (b) demonstrates that such conduct was the result of an honest and reasonable belief that there was a significant threat to the life or safety of such person or any member of such person's family.

F. Investigation and Procedure

1. Anti-Corruption Hearing Officer.

- a. The TIB shall appoint one or more independent AHOs, who shall be responsible for (i) determining whether Corruption Offenses have been committed, and (ii) fixing the sanctions for any Corruption Offense found to have been committed.
- b. An AHO shall serve a term of two years, which may thereafter be renewed in the discretion of the TIB. If an AHO becomes unable to serve, a new AHO may be appointed for a full two-year term pursuant to this provision.

2. Investigations.

- a. The TIU shall have the right to conduct an initial interview and follow-up interviews, if necessary as determined solely by the TIU, with any Covered Person in furtherance of investigating the possibility of a commission of a Corruption Offense.
 - i. The date and time of all interviews shall be determined by the TIU, giving reasonable allowances for Covered Persons' tournament and travel schedules.
 - ii. The Covered Person shall have the right to have counsel attend the interview(s).
 - iii. The interview shall be recorded. The recorded interviews shall be used for transcription and evidentiary purposes and thereafter shall be retained by the TIU for a minimum of 3 years in a secure place.
 - iv. The Covered Person shall have the right to request an interpreter, and the cost shall be borne by the TIU.
 - v. Transcripts of the interview shall be provided to the Covered Person, upon request, within a reasonable period of time following the conclusion of the interview.

facsimile or e-mail, provided that the burden of proving receipt via such alternative methods shall be on the sending party.

G. Due Process

1. Commencement of Proceedings.

- a.** When the PTIO refers a matter to the AHO pursuant to Section F.2.e, the PTIO shall send a Notice to each Covered Person alleged to have committed a Corruption Offense, with a copy to the AHO, setting out the following:
 - i.** the Corruption Offense(s) alleged to have been committed, including the specific Section(s) of this Program alleged to have been infringed;
 - ii.** the facts upon which such allegations are based;
 - iii.** the potential sanctions prescribed under this Program for such Corruption Offense(s); and
 - iv.** the Covered Person's entitlement to have the matter determined by the AHO at a Hearing.
- b.** The Notice shall also specify that, if the Covered Person wishes to dispute the PTIO allegations, the Covered Person must submit a written request to the AHO for a Hearing so that it is received as soon as possible, but in any event within fourteen business days of the date of the receipt of Notice as defined in Article F.3.
- c.** A Covered Person shall direct any response to a Notice to the AHO with a copy to the PTIO and may respond in one of the following ways:
 - i.** To admit the Corruption Offense and accede to the imposition of sanctions, in which case no hearing shall be conducted and the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) alleged in the Notice and ordering the imposition of sanctions, which shall be determined by the AHO after requesting and giving due consideration to a written submission from the PTIO on the recommended sanction.
 - ii.** To deny the Corruption Offense and to have the AHO determine the charge, and if the charge is upheld, the sanctions, at a hearing conducted in accordance with Section G.2.

procedure for determining the provisional suspension application, including whether the application should be determined on the papers or whether to convene a hearing. The Covered Person shall be afforded a fair process, including a reasonable opportunity to present his/her case and supporting evidence.

- ii.** The provisions of Section H.1.c regarding the effect of a sanction of a period of ineligibility shall apply to a Covered Person who is serving a provisional suspension. The provisional suspension shall take effect from the date on which the AHO's decision regarding the application for the provisional suspension is deemed to have been received by the Covered Person.
- iii.** In the event that the Hearing is not commenced within sixty days from the date on which the Covered Person requested a Hearing, the Covered Person may apply to the AHO for the provisional suspension to be lifted. The provisions of Section G.1.e.(i) and (ii) shall apply to any such application by the Covered Person.
- f.** If, for any reason, the AHO is or becomes unwilling or unable to hear the case, then the AHO may request that the TIP appoint a substitute or successor AHO for such matter in accordance with Section F. 1.
- g.** In the event a Covered Person requests a hearing under Section G.1.c.ii or G.2.c.iii, thereafter, but no more than twenty business days after the date of the Notice or request for Hearing if received, the AHO shall convene a meeting or telephone conference with the PTIO and/or its legal representatives, the Covered Person to whom the Notice was sent and his or her legal representatives (if any), to take jurisdiction formally over the matter and to address any pre-Hearing issues. The non-attendance of the Covered Person or his or her representatives at the meeting, after proper notice of the meeting has been provided, shall not prevent the AHO from proceeding with the meeting in the absence of the Covered Person, whether or not any written submissions are made on behalf of the Covered Person. In the meeting the AHO shall:

 - i.** determine the date(s) (no sooner than twenty business days after the meeting, unless the parties consent to a shorter period) upon which the Hearing shall be held. Subject to the foregoing sentence, the Hearing shall be commenced as soon as practicable after the Notice is sent, and ordinarily within ninety days of the date that the Covered Person requests a Hearing. If the AHO has imposed a

provisional suspension, the Hearing shall ordinarily be held within sixty days of the date that the Covered Person requests a hearing.

ii. establish dates reasonably in advance of the date of the Hearing at which:

1. the Covered Person shall submit a brief with argument on all issues that he or she wishes to raise at the Hearing;

2. the PTIO shall submit an answering brief, addressing the arguments of the Covered Person and setting out argument on the issues that the PTIO wishes to raise at the Hearing;

3. the Covered Person may submit a reply brief, responding to the PTIO answer brief; and

4. the Covered Person and the PTIO shall exchange witness lists (with each witness's address, telephone number and a summary of the subject areas of the witness's anticipated testimony) and copies of the exhibits that they intend to introduce at the Hearing; and

iii. make such order as the AHO shall deem appropriate in relation to the production of relevant documents or other materials between the parties.

h. The AHO may, at any time prior to issuing a Decision, request that an additional investigation be conducted into any matter reasonably related to the alleged Corruption Offense. If the AHO requests such an additional investigation, the TIU shall conduct the investigation in accordance with the AHO's directions and shall report the findings of that investigation to the AHO and the Covered Person implicated in the alleged Corruption Offense at least ten days prior to the Hearing. If the Covered Person wishes to object to, or raise any issues in connection with, such additional investigation, he or she may do so by written submission to the AHO.

2. Conduct of Hearings.

a. Hearings shall be conducted on a confidential basis. Unless the AHO orders otherwise for good cause shown by a party, each Hearing shall take place in either Miami, Florida, USA or London, England, as determined by the AHO.

- b. The Covered Person shall have the right (i) to be present and to be heard at the Hearing and (ii) to be represented at the Hearing, at his or her expense, by legal counsel. The Covered Person may choose not to appear at the Hearing, but rather to provide a written submission for consideration by the AHO, in which case the AHO shall take such submission into account in making his or her Decision. However, the non-attendance of the Covered Person or his or her representative at the Hearing, after proper notice of the Hearing has been provided, shall not prevent the AHO from proceeding with the Hearing in his or her absence, whether or not any written submissions are made on his or her behalf.
- c. The procedures followed at the Hearing shall be at the discretion of the AHO, provided that the Hearing shall be conducted in a fair manner with a reasonable opportunity for each party to present evidence (including the right to call and to question witnesses), address the AHO and present his, her or its case.
- d. The PTIO shall make arrangements to have the Hearing recorded or transcribed at the PTIO expense. If requested by the Covered Person, the PTIO shall also arrange for an interpreter to attend the Hearing, at the PTIO expense.
- e. Witness testimony presented in person or by video conference is acceptable.
- f. The TIB as well as PTIO members shall be permitted to attend all hearings, in person or by audio or video conference.

3. Burdens and Standards of Proof.

- a. The PTIO (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the PTIO has established the commission of the alleged Corruption Offense by a preponderance of the evidence.
- b. Where this Program places the burden of proof upon the Covered Person alleged to have committed a Corruption Offense to rebut a presumption or establish facts or circumstances, the standard of proof shall be by a preponderance of the evidence.
- c. The AHO shall not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.

4. Decisions.

- a.** Once the parties have made their submissions, the AHO shall determine whether a Corruption Offense has been committed. Where Section H of this Program specifies a range of possible sanctions for the Corruption Offense found to have been committed, the AHO shall also fix the sanction within that range, after considering any submissions on the subject that the parties may wish to make.
- b.** The AHO shall issue a Decision in writing as soon as possible after the conclusion of the Hearing. Such Decision will be sent to the parties and shall set out and explain:
 - i.** the AHO's findings as to what Corruption Offenses, if any, have been committed;
 - ii.** the sanctions applicable, if any, as a result of such findings; and
 - iii.** the rights of appeal applicable pursuant to Section I of this Program.
- c.** The TIU shall pay all costs and expenses of the AHO and of staging the Hearing. The AHO shall not have the power to award costs or make any costs order against a Covered Person or the PTIO. Each party shall bear its own costs, legal, expert and otherwise.
- d.** Subject only to the rights of appeal under Section I of this Program, the AHO's Decision shall be the full, final and complete disposition of the matter and will be binding on all parties. If the AHO determines that a Corruption Offense has been committed, the TIB will publicly report the Decision.

H. Sanctions

- 1.** The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:
 - a.** With respect to any Player, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility for participation in any event organized or sanctioned by any Governing Body for a period of up to three years, and (iii) with respect to any violation of Section D.1, clauses (d)-(j) and Section D.2., ineligibility for participation in any event organized or sanctioned by any Governing Body for a maximum period of permanent ineligibility.

I. Appeals

1. Any Decision (i) that a Corruption Offense has been committed, (ii) that no Corruption Offense has been committed, (iii) imposing sanctions for a Corruption Offense, or (iv) that the AHO lacks jurisdiction to rule on an alleged Corruption Offense or its sanctions, may be appealed exclusively to CAS in accordance with CAS's Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings, by either the Covered Person who is the subject of the Decision being appealed, or the TIB.
2. Any Decision appealed to CAS shall remain in effect while under appeal unless CAS orders otherwise.
3. The deadline for filing an appeal with CAS shall be twenty business days from the date of receipt of the Decision by the appealing party.
4. The decision of CAS shall be final, non-reviewable, non-appealable and enforceable. No claim, arbitration, lawsuit or litigation concerning the dispute shall be brought in any other court or tribunal.

J. Conditions of Reinstatement

1. Once a Covered Person's period of ineligibility or suspension has expired and the Covered Person has paid all fines and/or prize money forfeitures, the Covered Person will become automatically eligible and no application by the Covered Person for reinstatement will be necessary.
2. All fines and/or prize money forfeitures imposed on players hereunder must be paid within thirty (30) days following the later of the receipt of an AHO decision or, if appealed to CAS, the receipt of the CAS decision. If not paid within the prescribed timeframe, the player shall be ineligible for participation in any event organized or sanctioned by any Governing Body until such time as the fine and/or prize money forfeitures have been paid in full. The AHO and the PTIO shall have the discretion to establish an installment plan for payment of any fines and/or prize money forfeitures. For the avoidance of doubt, the schedule of payments pursuant to such plan may extend beyond any period of ineligibility; however, a default in payment under such plan shall automatically trigger a period of ineligibility until such default is cured.

K. General

1. No action may be commenced under this Program against any Covered Person for any Corruption Offense unless such action is commenced within either (i) eight years from the date that the Corruption Offense allegedly occurred or (ii) two years after the discovery of such alleged Corruption Offense, whichever is later.

2. Section headings within this Program are for the purpose of guidance only and do not form part of the Program itself. Nor do they inform or affect the language of the provisions to which they refer.
3. This Program shall be governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles.
4. In the event any provision of this Program is determined invalid or unenforceable, the remaining provisions shall not be affected. This Program shall not fail because any part of this Program is held invalid.
5. Except as otherwise stated herein, failure to exercise or enforce any right conferred by the Program shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.
6. This Program is applicable prospectively to Corruption Offenses occurring on or after the date that this Program becomes effective. Corruption Offenses occurring before the effective date of this Program are governed by the former rules of the Governing Bodies which were applicable on the date that such Corruption Offense occurred.
7. Except as otherwise agreed to by the parties, all filings, Decisions, Hearings and appeals shall be issued or conducted in English.

Appendix 1

Grand Slam Tournaments
ATP World Tour Finals
ATP World Tour Masters 1000
ATP World Tour 500
ATP World Tour 250
ATP Challenger Tour Tournaments
WTA Finals
WTA Elite Trophy
WTA Premier and International Tournaments
WTA 125K Series
ITF Pro Circuit Tournaments
Davis Cup
Fed Cup
Hopman Cup
Olympic Tennis Event

Any new tournament introduced by any one of the Governing Bodies must be agreed by the Tennis Integrity Board.