

LIV GOLF

ANTI-DOPING POLICY: SUBSTANCES OF ABUSE

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INTRODUCTION

Preface

LIV Golf has developed this Substances of Abuse Policy (as modified, amended, or updated from time to time in LIV Golf's sole discretion, this "Policy") to deter and detect *Substances of Abuse* and to offer programs of intervention, rehabilitation and support to *Players* who use *Substances of Abuse* or *Misuse* prescription or over-the-counter drugs or alcohol. LIV Golf has determined that this *Policy* is in the best interests of the *League* and *Players*, as substance abuse can lead to injuries, alienation of fans, diminished athletic performance, and personal hardship, all of which harm both the *League* and the individual *Player*. This *Policy* will be administered by the Administrator of this *Policy* (the "Policy Administrator") and the Medical Director (the "Medical Director"), in consultation with LIV Golf staff and internal and external legal, medical, and scientific experts.

LIV Golf will designate the *Policy Administrator* who may be the same person as the Policy Administrator for the *Anti-Doping Policy*. The *Policy Administrator* will have the sole discretion to make determinations, consistent with the terms of this *Policy*, concerning the implementation and enforcement of this *Policy*, including but not limited to: (i) establishing the *Intervention Program* and designating the *Medical Director* and the *Chief Forensic Toxicologist*; (ii) entering *Players* into the *Intervention Program* (in consultation with the *Medical Director*); (iii) developing and maintaining the *Substances of Abuse List* (in consultation with the *Medical Director*); (iv) reviewing and approving *TUEs* (in consultation with the *TUE Administrator*); (v) communicating with and overseeing the *Collection Vendor* (in consultation with the *Chief Forensic Toxicologist*); and (vi) determining whether a *Player* has violated this *Policy* and the associated sanctions for such violation.

The *Policy Administrator* will designate a *Medical Director* who must be a physician licensed and in good standing by the medical board of any state in the United States. The *Medical Director* will be responsible for, among other duties: (i) developing and maintaining lists of *Treating Clinicians* and *Treatment Facilities*; (ii) approving *Treatment Plans* and communicating with the *Players' Treating Clinicians* and/or *Treatment Facilities*; (iii) making various decisions regarding the treatment portions of this *Policy*; (iv) facilitating, coordinating, monitoring, and assessing *Players' compliance* with their *Treatment Plans*; (v) serving as the medical review officer and overseeing selection and testing under the *Intervention Program*; and (vi) assessing *Players* for discharge from the *Intervention Program*.

The *Policy Administrator* has the authority to retain other legal, medical, and scientific experts for consultation in connection with the performance of duties under this *Policy*.

Italicized terms in this *Policy* have the meanings set forth in Appendix 1. Unless otherwise specified, references to Articles are references to Articles of this *Policy*.

Scope of Policy

This *Policy* (in addition to any requirements that may be applicable under the *LIV Golf Rules and Regulations*) applies to and must be adhered to by all *Players*.

All *Players* are deemed, as a condition of their participation or involvement in an *Event* organized by LIV Golf, to have agreed to be bound by this *Policy*, and to have submitted to the authority of LIV Golf and the *Policy Administrator* to enforce this *Policy*.

1 ARTICLE 1 – INTERVENTION PROGRAM

1.1 The Intervention Program

- 1.1.1 The *Policy Administrator* will establish a program (the "Intervention Program") to be overseen by the *Medical Director*. The *Intervention Program* will provide for the confidential evaluation, treatment, and monitoring of *Players* who are entered into the *Intervention Program*. The *Policy Administrator* and all *Policy* personnel will take all reasonable steps to protect the confidentiality of *Player* personal and medical

information, which includes but is not limited to the history, diagnosis, treatment, prognosis, test results, or the fact of participation in the *Intervention Program*.

- 1.1.2 The *Medical Director* will develop and maintain a list of approved healthcare professionals (the “Treating Clinicians”) who are experienced and trained in the treatment of substance abuse and legally authorized to prescribe written plans of intervention and requirements designed to assist in the treatment of substance abuse. The *Medical Director* will also maintain a list of approved facilities (the “Treatment Facilities”) at which *Players* in the *Intervention Program* may be treated.
- 1.1.3 *Players* are entered into the *Intervention Program* in accordance with this *Policy* and must continue in the *Intervention Program* until they are discharged in accordance with this *Policy*.

1.2 Entrance into the Intervention Program

1.2.1 The *Policy Administrator* may enter a *Player* into the *Intervention Program* if one of the following grounds are met:

1.2.1.1 **Positive Test Result.** (1) A test conducted under either this *Policy* or the *Anti-Doping Policy* of the *Player’s* “A” sample returns a *Positive Test Result* for a *Substance of Abuse* or its *Metabolites* or *Markers* and (2) the analysis of the *Player’s* “B” sample confirms the *Positive Test Result*.

1.2.1.2 **Other Evidence.** There is other evidence that, in the judgment of the *Medical Director*, indicates that (1) the *Player* is currently using a *Substance of Abuse*, or is *Misusing* a prescription or over-the-counter drug or alcohol, or (2) participation in the *Intervention Program* may assist in preventing the *Player’s* potential future use of a *Substance of Abuse* or *Misuse* of a prescription or over-the-counter drug or alcohol. Such other evidence includes, but is not limited to, the following:

- (a) The *Player* engages in behavior that, in the judgment of the *Medical Director*, exhibits physical, behavioral, or psychological signs or symptoms of the use of a *Substance of Abuse* or *Misuse* of a prescription or over-the-counter drug or alcohol.
- (b) The *Player* was convicted or admitted to a violation of law relating to the use of a *Substance of Abuse* or *Misuse* of a prescription or over-the-counter drug or alcohol.
- (c) The *Player* was suspended or deemed ineligible from competition by a recognized sports testing organization for conduct relating to the use of a *Substance of Abuse* or *Misuse* of a prescription or over-the-counter drug or alcohol.

1.2.1.3 **Self-Referral.** The *Player* personally notifies the *Policy Administrator* or the *Medical Director* of the *Player’s* desire to voluntarily enter the *Intervention Program* prior to the *Player* being notified to provide a specimen leading to a *Positive Test Result* and prior to behavior of the type described above becoming known to the *Medical Director* from a source other than the *Player* (such *Player*, a “Self-Referred Player”).

- (a) A *Self-Referred Player* will be entered into and will always remain in *Stage One* unless the *Player* voluntarily requests advancement to *Stage Two*; however, the *Player* will no longer be considered a *Self-Referred Player*, but rather as a mandatory entrant into the *Intervention Program* if: (1) the *Player* has a *Positive Test Result*

(other than from a test conducted pursuant to the *Player's Treatment Plan*); or (2) the *Medical Director* learns from a source other than the *Player* that the *Player* has engaged in subsequent and new behavior of the type described above; or (3) an event occurs that would be expected to lead the *Medical Director* to become aware of the *Player's* behavior (for example, the *Player* is arrested for the behavior or the behavior is reported in the media).

(b) A *Self-Referred Player* may not be fined under this *Intervention Program* prior to the time of the *Player's* mandatory entrance into the *Intervention Program*. However, the *Player* may be discharged from the *Intervention Program* at any time at the *Medical Director's* discretion.

1.2.2 With respect to Article 1.2.1.2(b), if the violation of law at issue also involved illegal conduct that threatened the health or safety of other persons, the *Policy Administrator* has the authority to impose a suspension at the outset in addition to entering the *Player* into the *Intervention Program*.

1.2.3 The *Policy Administrator* will consult with the *Medical Director* regarding any decision to enter a *Player* into the *Intervention Program*. If the *Policy Administrator* makes a decision to enter a *Player* into the *Intervention Program*, the *Policy Administrator* will provide written notice to the *Player* that the *Player* has been entered into *Stage One* of the *Intervention Program*.

2 ARTICLE 2 – STAGES OF INTERVENTION

2.1 Stage One – Evaluation.

2.1.1 Upon a *Player's* entry into *Stage One* of the *Intervention Program*, the *Medical Director* will refer the *Player* to a *Treating Clinician* for prompt evaluation.

2.1.2 The *Treating Clinician* will be solely responsible for the care of the *Player* during *Stage One*. The costs of the *Treating Clinician's* evaluation and care of the *Player* during *Stage One* will be borne by LIV Golf.

2.1.3 Based upon the results of the *Treating Clinician's* evaluation, the *Medical Director* will decide whether the *Player* would benefit from clinical intervention or treatment.

2.1.3.1 The *Medical Director's* decision will not depend on any diagnosis of a substance use disorder, but rather upon whether, in the *Medical Director's* judgment, participation in the *Intervention Program* may assist in preventing the *Player's* potential future use of a *Substance of Abuse* or *Misuse* of a prescription or over-the-counter drug or alcohol.

2.1.4 If the *Medical Director* determines that the *Player* would not benefit from clinical intervention or treatment, the *Medical Director* will inform the *Policy Administrator* and the *Policy Administrator* will discharge the *Player* from the *Intervention Program* and provide written notice to the *Player* of the discharge.

2.1.5 If the *Medical Director* determines that the *Player* would benefit from clinical intervention or treatment, the *Player* will be advanced into *Stage Two* of the *Intervention Program* and will be provided written notification of the same by the *Medical Director*. A *Player* also may voluntarily request advancement to *Stage Two*.

2.1.6 The *Medical Director* has discretion to require a *Player* to submit to testing for the purpose of evaluating the *Player* adequately. The *Medical Director* has authority to require the *Player* to provide location information to facilitate such testing.

2.1.6.1 Prior to any specific evaluation testing, the *Player* will receive written notice of the testing and the time and place of the test.

2.1.7 Subject to extensions at the discretion of the *Medical Director*, a *Player* should generally remain in *Stage One* for a period not to exceed sixty (60) days.

2.2 Stage Two – Treatment and Monitoring.

2.2.1 Upon a *Player's* entry into *Stage Two* of the *Intervention Program*, the *Medical Director* will refer the *Player* to a *Treating Clinician* for determination of the appropriate clinical intervention or treatment (the "Treatment Plan"). The *Medical Director* will review and approve any proposed *Treatment Plan* if appropriate.

2.2.2 The *Treating Clinician* and/or *Treatment Facility* carrying out the *Treatment Plan* will be solely responsible for the evaluation and care of the *Player* during *Stage Two*. The costs of the *Treating Clinician's* and/or *Treatment Facility's* evaluation and care of the *Player* during *Stage Two* will be borne by the *Player*.

2.2.3 The *Player* must adhere to the *Treatment Plan* approved by the *Medical Director*.

2.2.4 The *Treatment Plan* may require that the *Player* abstain from specified drugs or substances and enumerate testing for such drugs or substances. The *Medical Director* has discretion to require a *Player* to submit to such testing and to provide location information to facilitate such testing.

2.2.4.1 Prior to any specific abstinence testing, the *Player* will receive written notice of the testing and the time and place of the test.

2.2.5 On a monthly basis, the *Treating Clinician* will review the *Player's* case and provide the *Player* with a status report regarding the *Player's* participation in the *Intervention Program*, including an assessment of the *Player's* engagement, *Intervention Program* expectations, and prognosis for continued treatment, testing and/or discharge from the *Intervention Program*.

2.2.6 A *Player* will remain in *Stage Two* until the *Player* is discharged. The *Medical Director* will determine whether, based on the assessment of the *Treating Clinician* and the *Medical Director's* professional judgment, the *Player's* compliance with the *Intervention Program*, clinical progress, and negative testing record warrant discharging the *Player* from the *Intervention Program*. If the *Medical Director* determines that discharge is warranted, the *Medical Director* will inform the *Policy Administrator* and the *Policy Administrator* will discharge the *Player* from the *Intervention Program* and provide written notice to the *Player* of the discharge.

3 ARTICLE 3 – SUBSTANCES OF ABUSE

3.1 The Substances of Abuse List

3.1.1 The list of *Substances of Abuse* (the "Substances of Abuse List") is set forth in Appendix 2. The *Substances of Abuse List* may be revised or updated from time to time at the discretion of the *Policy Administrator* in consultation with the *Medical Director* and will take effect as specified by the *Policy Administrator*.

3.1.2 The *Substances of Abuse List* will identify substances or class of substances that are commonly subject to substance abuse and therefore qualify as *Substances of Abuse* under this *Policy*.

3.1.3 The *Substances of Abuse List* will also set *Decision Limits* to the extent necessary and appropriate.

- 3.1.4** In addition to *Substances of Abuse*, this *Policy* also governs the *Player's Misuse* of prescription or over-the-counter drugs or alcohol, even if such drugs or substances are not identified on the *Substances of Abuse List*.

3.2 Therapeutic Use Exemptions (“TUEs”)

- 3.2.1** The presence of a substance or its *Metabolites* or *Markers*, will not be a basis for entry into the *Intervention Program* or considered a *Program Violation* if it is consistent with the provisions of a *TUE* granted in accordance with this *Policy*.

- 3.2.2** The *Policy Administrator* will designate the TUE Administrator (“TUE Administrator”), who may be the same TUE Administrator as used for the *Anti-Doping Policy*. The *TUE Administrator* will be responsible for, among other duties, the process that allows *Players* to apply for a *TUE*, which includes (i) establishing and managing a secure process to receive, support and evaluate *TUE* applications, (ii) evaluating the *TUE* applications, and (iii) recording and communicating the outcome of the *TUE* applications. The *TUE Administrator* must be a physician licensed and in good standing by the medical board of any state in the United States.

3.2.3 TUE Application Process

- 3.2.3.1** All *Players* requesting a *TUE* must fill out a *TUE Application Form* and submit the completed *TUE* application to the *TUE Administrator* as soon as possible. Except in emergency situations (as determined by the *TUE Administrator*), *Players* must not begin any medical treatments involving a *Substance of Abuse* or a drug or substance from which the *Player* is required to abstain under the *Treatment Plan*, until after such *Player* has been granted a *TUE* for such drug or substance.

- 3.2.3.2** After all requested medical documentation has been submitted by the *Player*, the *TUE Administrator* will promptly evaluate and issue a decision regarding the *Player's TUE* application.

3.2.4 Retroactive TUE Applications

If a *Player* (i) is using a *Substance of Abuse* at the time that this *Policy* goes into effect, such that the *Player* is unable to apply for a *TUE* prior to using such *Substance of Abuse*, or (ii) undergoes emergency medical treatment (as determined by the *TUE Administrator*), in either case of clause (i) or (ii), the *TUE Administrator* will permit such *Player* to apply for a retroactive *TUE*; provided, that such *Player* must in all cases submit the applicable *TUE Application Form* and any supporting medical documentation as soon as possible.

3.2.5 Expiration, Withdrawal or Reversal of a TUE

- 3.2.5.1** A *TUE* granted pursuant to this *Policy*: (a) will expire automatically at the end of any term for which it was granted, without the need for any further notice or other formality; (b) will be withdrawn if the *Player* does not promptly comply with any requirements or conditions imposed by the *TUE Administrator* upon granting the *TUE*; and (c) may be withdrawn by the *TUE Administrator* if it is subsequently determined that the criteria for grant of a *TUE* are not in fact met.

3.2.6 Reviews and Appeals of TUE Decisions

3.2.6.1 The *TUE Administrator's* decision to deny a *Player's TUE* application may be appealed by the *Player* in accordance with Article 7.1.2.

3.2.6.2 A failure by the *TUE Administrator* to review a *TUE* application or render a decision within a reasonable time on a properly submitted application for grant of a *TUE* will be considered a denial of the *TUE* application, thus triggering the applicable rights of review and appeal.

4 ARTICLE 4 – SPECIMEN COLLECTION

4.1 The *Policy Administrator* will designate the Collection Vendor ("Collection Vendor"), which may be the same Collection Vendor as used for the *Anti-Doping Policy*. The *Collection Vendor* will be responsible for, among other duties, specimen collection, storage, and transportation to the designated *Testing Laboratory*. The *Collection Vendor's* written protocols and chain-of-custody documents must utilize best practices that are consistent with generally accepted scientific principles relevant to the collection, storage, and transportation of the types of substances tested for under this *Policy*.

4.2 All testing of *Players* under the *Intervention Program* is to be conducted under the direction of the *Medical Director*.

4.3 If a *Player* receives notice of testing pursuant to Article 2.1.6.1 or Article 2.2.4.1, the *Player* must appear at the noticed location and time and must furnish a specimen to the authorized specimen collector. The specimen will be split into an "A" sample and a "B" sample.

4.3.1 The *Collection Vendor* will ensure that the *Player's* name does not appear on any documentation for the specimen. Instead, the *Medical Director* will provide a control identification number for the *Player* and the specimen will be documented using that number.

4.3.2 If the specimen collector reasonably believes that the *Player* is evading testing, the collector will report the matter to the *Collection Vendor* and/or the *Medical Director*.

4.4 The *Player's* specimen will be collected, stored, and transported to the designated *Testing Laboratory* according to the same written protocols and using the chain-of-custody documents as used for the *Anti-Doping Policy*.

5 ARTICLE 5 – TESTING AND RESULTS MANAGEMENT

5.1 The *Policy Administrator* will designate a Chief Forensic Toxicologist ("Chief Forensic Toxicologist"), who may be the same Chief Forensic Toxicologist as used for the *Anti-Doping Policy*. The *Chief Forensic Toxicologist* will be responsible for, among other duties: (i) auditing the operation of *Testing Laboratories*, including the implementation of procedures, laboratory analysis of specimens and documentation; (ii) consulting with the *Medical Director*, *Policy Administrator*, and *Collection Vendor* as appropriate; (iii) reviewing and certifying laboratory results; and (iv) providing advice and consultation to the *Medical Director* and *Policy Administrator* in connection with other matters including existing and proposed analytical methods and substances-abuse-related research. The *Chief Forensic Toxicologist* must be a forensic toxicologist who is board certified in the United States and in good standing.

5.2 The *Policy Administrator* (in consultation with the *Chief Forensic Toxicologist*) will designate the Testing Laboratory or Laboratories ("Testing Laboratory or Laboratories"), which may be the same Testing Laboratory or Laboratories as used for the *Anti-Doping Policy*. The *Testing Laboratory or Laboratories* must be accredited for anti-doping analysis and perform anti-doping testing for other elite professional sports organizations.

5.3 The designated *Testing Laboratory* will analyze the *Player's* "A" sample for (1) *Substances of Abuse* and/or (2) the drugs or substances specified in the *Player's Treatment Plan*, as directed

by the *Medical Director*, and report the results to the *Medical Director* in conformity with the *International Standard for Laboratories*.

- 5.3.1 The *Testing Laboratory* will ensure that the *Player's* name does not appear on any documentation for the specimen. The same control identification number used by the *Collection Vendor* will be used by the *Testing Laboratory* and the specimen will be documented using that number.
- 5.3.2 All screening and confirmatory tests will be done on state-of-the-art equipment and will principally involve the use of GC/MS or LC/MS equipment.
- 5.4 If a *Positive Test Result* on the *Player's* "A" sample is confirmed, the *Medical Director* will match the control identification number with the *Player's* name and, if there is no applicable TUE, notify the *Player* in writing of the positive result, and request that the *Player* contact the *Medical Director* to discuss the result and the scheduling of the "B" sample analysis.
- 5.5 The same *Testing Laboratory* that conducted the "A" sample analysis will conduct the "B" sample analysis. The *Testing Laboratory* will report the results of the "B" sample analysis to the *Medical Director* in conformity with the *International Standard for Laboratories*.
- 5.6 The *Medical Director* will provide written notice to the *Player* if the "B" sample analysis does not confirm the *Positive Test Result* on the "A" sample. If the "B" sample analysis generates a *Positive Test Result* and the *Chief Forensic Toxicologist* certifies that result, the *Medical Director* will notify the *Policy Administrator* and will also provide written notice to the *Player* of the positive result.

6 ARTICLE 6 – PROGRAM VIOLATIONS; SANCTIONS

- 6.1 The *Policy Administrator* (in consultation with the *Medical Director*) has authority to charge a *Player* with a violation of the *Intervention Program* ("Program Violation") and to impose a sanction. If there is a decision to charge the *Player*, the *Policy Administrator* will provide written notice to the *Player* (the "Charging Notice") of the decision to charge, the applicable rule or rules that are alleged to have been violated, the sanction, and any *Provisional Suspension* as appropriate. The *Policy Administrator* will also inform the *Player* in the *Charging Notice* of the *Player's* right to timely appeal to a hearing officer and the deadline for any such appeal. If the *Policy Administrator* determines that the *Player's* alleged conduct constitutes both a *Program Violation* and an "Anti-Doping Rule Violation" under the *Anti-Doping Policy* (e.g., evading testing), the *Policy Administrator* will charge the conduct under the *Anti-Doping Policy*.

6.2 Warnings for First Offenses.

- 6.2.1 Depending on the seriousness of the *Program Violation* (as determined by the *Policy Administrator* in its discretion), a *Player's* first *Program Violation* may result in a verbal and/or written warning to the *Player*, rather than a fine or suspension; provided, that notwithstanding the foregoing, the *Policy Administrator* will have the right to impose a fine or suspension in accordance with Articles 6.3 and 6.4 below if the *Policy Administrator* determines that such fine or suspension is warranted under the circumstances

6.3 Stage One Violations.

- 6.3.1 A *Player* in *Stage One* who fails to cooperate with the medical evaluation will be subject to a fine of \$10,000 and will be advanced to *Stage Two*.

6.4 Stage Two Violations.

- 6.4.1 A *Player* in *Stage Two* violates this *Policy* if they engage in the following conduct:
 - 6.4.1.1 **Unexcused Failure to Appear.** A *Player* violates this *Policy* when, absent a legitimate excuse, the *Player* fails to appear for a test

conducted solely under Article 2.1.6 or 2.2.4 (i.e., Program testing). If a *Player* violates this Article 6.4.1.1, such *Player* will be subject to the following sanctions:

- (a) 1st Violation: \$20,000 fine.
- (b) 2nd Violation: \$50,000 fine.
- (c) 3rd Violation: \$100,000 fine and one (1) *Event* suspension.
- (d) 4th and Subsequent Violations: \$250,000 fine and two (2) *Event* suspension.

The failure of a *Player* to appear for any other required test is governed by the *Anti-Doping Policy*.

For purposes of determining discipline under this Article 6.4.1.1, a *Player* will be considered to have no previously missed tests if: 1) three years have elapsed since the *Player's* most recent failure to appear for a test; or 2) 180 days after the *Player* is discharged from *Stage Two*.

6.4.1.2 Positive Test Result. A *Player* violates this *Policy* when the *Player's Treatment Plan* requires the *Player* to abstain from specified *Substances of Abuse* and/or other drugs or substances and testing conducted under this *Policy* or the *Anti-Doping Policy* returns *Positive Test Result* for such drug or substance. If a *Player* violates this Article 6.4.1.2, such *Player* will be subject to the following sanctions:

- (a) 1st Violation: \$20,000 fine.
- (b) 2nd Violation: \$50,000 fine.
- (c) 3rd Violation: \$100,000 fine and one (1) *Event* suspension.
- (d) 4th and Subsequent Violations: \$250,000 fine and two (2) *Event* suspension.

6.4.1.3 Failure to Cooperate. A *Player* violates this *Policy* when the *Player* fails to cooperate with a test required under this *Policy* or with clinical care required under this *Policy* or to otherwise adhere to the *Treatment Plan*. If a *Player* violates this Article 6.4.1.3, such *Player* will be subject to the following sanctions:

- (a) 1st Violation: \$50,000 fine.
- (b) 2nd Violation: \$100,000 fine.
- (c) 3rd Violation: \$200,000 fine and one (1) *Event* suspension.
- (d) 4th Violation: \$350,000 fine and two (2) *Event* suspension.
- (e) 5th Violation: \$350,000 fine and three (3) *Event* suspension.
- (f) 6th Violation: \$350,000 fine and five (5) *Event* suspension.
- (g) 7th Violation: \$350,000 fine and banishment from the *League* for an indefinite period of at least one (1) calendar year.

- 6.4.1.4 Other Program Violations.** A *Player* violates this *Policy* when, after receiving a written warning from the *Policy Administrator* that, in the *Policy Administrator's* judgment, certain actions or inactions by the *Player* violate the *Intervention Program*, the *Player* continues such actions or inactions. If a *Player* violates this Article 6.4.1.4, such *Player* will be subject to sanctions as determined by the *Policy Administrator* in its discretion.
- 6.4.1.5** For the avoidance of doubt, a *Player's* entry into the *Intervention Program* (including as a result of a *Positive Test Result*), will not by itself be deemed a *Program Violation*.

6.5 Suspensions

- 6.5.1** If a *Player* is suspended in accordance with this *Policy*, such *Player* will be (i) prohibited from participating in or attending any *Events* until such period of suspension has expired and (ii) will be required to adhere to the *Treatment Plan* and the provisions of the *Intervention Program* during the period of the suspension. Such *Player* is not prohibited from interacting and training with other *Players* or *Player* support personnel.

7 ARTICLE 7 – DISPUTES AND APPEALS TO HEARING OFFICER

7.1 Disputes and Grounds for Appeal.

- 7.1.1** Any *Player* who receives a *Charging Notice* may appeal the decision to charge, the sanction (including *Suspension*), and/or the *Provisional Suspension* to a hearing officer. If the *Player* does not appeal or fails to timely appeal, the sanction becomes final and will begin immediately. If the *Player* has served any portion of a *Provisional Suspension* imposed by the *Charging Notice*, such portion will be deducted from any final *Suspension* as time already served.
- 7.1.2** Any *Player* who has a grievance arising under this *Policy*, other than with respect to a *Program Violation* charge, sanction, or *Provisional Suspension*, must present such grievance to the *Policy Administrator* within **five (5) business days** of when the *Player* knew or should have known the grievance. The *Policy Administrator* will issue a written decision and a notice of decision on the grievance within **thirty (30) business days**. If the *Player* is unsatisfied with the *Policy Administrator's* decision, the *Player* may appeal the decision to a hearing officer.
- 7.1.3** A *Player* may not challenge the decisions designating the *Medical Director*, the *Chief Forensic Toxicologist*, the *Collection Vendor*, or the *Testing Laboratory*, or the decision to use an analytical method, to include or not include a drug or substance on the *Substances of Abuse List*, or to set or not set a *Decision Limit*.

7.2 Procedure and Process for Appeal.

- 7.2.1** To timely appeal, a *Player* must submit to the *Policy Administrator* a notice of appeal in writing within five (5) business days of receiving written notice of the decision being appealed.
- 7.2.2** LIV Golf will maintain a list of approved, independent arbitrators with experience in elite professional golf, which list may not include any person who holds any current, paid position within LIV Golf. The hearing officer will conduct all matters relating to the appeal hearing and will be bound by this *Policy*.
- 7.2.3** The appeal hearing will be scheduled to take place on the fourth Tuesday following the notice of appeal, absent agreement by the parties or order of the hearing officer;

provided that, in no event will the rescheduled date fall more than one (1) week after the originally scheduled date.

7.2.4 Hearings will be conducted by video or audio conference call, absent agreement by the parties or order of the hearing officer. At the appeal hearing, the *Player* may be represented by counsel. The *Policy Administrator* may prosecute the case by designee. Either party may present relevant evidence by documents or testimony.

7.2.5 Within three (3) business days after the appeal hearing or the receipt of the transcript, whichever is later, the hearing officer will evaluate the evidence and will issue a summary ruling. The hearing officer will issue a formal written opinion within ten (10) business days after the appeal hearing or the receipt of the transcript, whichever is later. The formal written opinion will constitute the final decision of the hearing officer. Unless there is a timely appeal to JAMS under Article 9, the hearing officer's final decision will constitute a full, final, and complete disposition of the appeal and will be binding on all parties.

8 ARTICLE 8 – PRE-HEARING DISCOVERY AND SUBMISSIONS

8.1 Automatic Disclosures.

8.1.1 If a *Player* appeals a decision to charge, sanction, and/or *Provisional Suspension* based on a *Positive Test Result*, within five (5) business days of the notice of appeal, the *Policy Administrator* will provide the *Player* with the correspondence relating to the *Positive Test Result* and the *Standard Laboratory Documentation Package*.

8.2 Pre-Hearing Discovery.

8.2.1 Within seven (7) business days of the notice of appeal, the *Player* and the *Policy Administrator* may make any written requests for discovery to the other party relevant to the grounds for appeal or a defense to the appeal. Within this period, the *Player* must also advise the *Policy Administrator* if the *Player* seeks the testimony of any *Policy* personnel at the appeal hearing.

8.2.2 If there is no objection to a request for discovery, the requested documents will be provided within five (5) business days or as soon as the documents are obtained, and/or the requested witnesses will be made available for the hearing, as appropriate. If there is an objection to a request for discovery, the objection must be promptly submitted via conference call to the hearing officer for decision.

8.2.3 The *Player* must make any requests for information or requests for testimony from *Policy* personnel through the *Policy Administrator*.

8.3 Submissions.

8.3.1 No later than four (4) business days prior to the hearing, the *Player* will complete and submit a statement setting forth the *Player's* specific grounds for appeal and identifying supporting facts in the form of proffered testimony or documentary evidence. The parties are precluded from introducing at the hearing any evidence relating to any issues outside of that set forth in the *Charging Notice* and the *Player's* appeal statement, absent a showing of extraordinary circumstances.

8.3.2 No later than four (4) business days prior to the hearing, the parties will exchange copies of any exhibits upon which they intend to rely and a list of witnesses expected to provide testimony. The parties are precluded from introducing any exhibits at the hearing that were not provided by this deadline and from presenting any testimony at the hearing from any witnesses who were not identified by this deadline, absent a showing of extraordinary circumstances.

8.3.3 The parties are not permitted to submit post-hearing briefs.

9 ARTICLE 9 – FURTHER APPEAL TO JAMS ARBITRATION

- 9.1** If either the *Player* or the *Policy Administrator* is unsatisfied with the hearing officer's final decision, they have a right to timely request a JAMS arbitration before a panel of three (3) arbitrators from a list of independent JAMS arbitrators maintained by LIV Golf.
- 9.2** To appeal the hearing officer's final decision, the *Player* or the *Policy Administrator* must submit a written request for an arbitration to JAMS within five (5) business days of the hearing officer's issuance of the final decision.
- 9.3** The JAMS arbitration will be conducted pursuant to its Comprehensive Rules, except, if any such rule conflicts with any provision of this *Policy*, the provision of this *Policy* will apply in lieu of the conflicting rule. In addition, the JAMS panel's authority to order discovery from a party is limited to the scope of the hearing officer's authority.
- 9.4** The decision of the JAMS panel will constitute a full, final, and complete disposition of the appeal and will be binding on all parties. No party will have any further right of review.

10 ARTICLE 10 – CONFIDENTIALITY

- 10.1** Except as expressly allowed by this *Policy* or otherwise agreed to by the *Policy Administrator* and the *Player*, public disclosure, directly or indirectly, of *Player* personal and medical information (including, but not limited to, the history, diagnosis, treatment, prognosis, test results, or the fact of participation in the *Intervention Program*), violations of the *Intervention Program*, or appeal or review processes is not permitted.
- 10.2** After notice has been provided to a *Player* of a *Provisional Suspension* or *Suspension*, the *Player's* name and the length of the *Suspension* will be added to the LIV Golf's *Suspension* list, which will be published on LIV Golf's website. This will be revised or updated in accordance with any final result of any appeal or with any acceptance of the *Suspension*.
- 10.3** The *Policy Administrator* may otherwise publicly announce or acknowledge facts or allegations relating to a *Player* under this *Policy* if those facts or allegations are previously made public through a source other than LIV Golf, the *Policy Administrator* or *Policy* personnel.
- 10.4** The *Policy Administrator* may publicly disclose information relating to a *Player* to maintain confidence in the credibility of the *Policy* and *Policy* personnel or to correct inaccurate public claims made by that *Player* or the *Player's* representatives about the operation of the *Policy*, sanction, underlying facts or allegations, or appeals or review process.

11 ARTICLE 11 – DESTRUCTION OF SPECIMENS

- 11.1** Unless otherwise agreed by the *Policy Administrator* and the *Player*, the *Testing Laboratory* or *Laboratories* will ensure the destruction of negative specimens ninety (90) days following analysis and positive specimens thirty (30) days following final adjudication of any appeal based on the positive specimen.

12 ARTICLE 12 – INTERPRETATION

- 12.1 Where the term “days” is used in this *Policy*, it will mean calendar days unless otherwise specified.
- 12.2 Dates and times under this *Policy* refer to Greenwich Mean Time (GMT) unless otherwise noted.
- 12.3 This *Policy* will be interpreted as an independent and autonomous text and not by reference to existing law or statutes.
- 12.4 The Introduction and each Appendix will be considered integral parts of this *Policy*.
- 12.5 The headings used for the various Parts and Articles this *Policy* are for convenience only and will not be deemed part of the substance of this *Policy* or to affect in any way the language of the provisions to which they refer.
- 12.6 This *Policy* will enter into force on July 14, 2023 and may be modified, amended, or otherwise updated from time to time by LIV Golf in its sole discretion.

APPENDIX 1 - DEFINITIONS

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| <i>Anti-Doping Policy</i> | LIV Golf's Anti-Doping Policy, as published by the <i>Policy Administrator</i> on LIV Golf's website. |
| <i>Charging Notice</i> | Has the meaning set forth in <u>Article 6.1</u> . |
| <i>Chief Forensic Toxicologist</i> | The individual designated by the <i>Policy Administrator</i> as the "Chief Forensic Toxicologist", with the duties set forth in <u>Article 5</u> of this <i>Policy</i> . |
| <i>Collection Vendor</i> | The vendor designated by the <i>Policy Administrator</i> as the "Collection Vendor", with the duties set forth in <u>Article 4</u> of this <i>Policy</i> . |
| <i>Decision Limit</i> | The quantitative reporting threshold for a substance in a specimen, above which will be deemed a <i>Positive Test Result</i> for such substance. <i>Decision Limits</i> may be set by the <i>Substances of Abuse List</i> or an applicable <i>Treatment Plan</i> . |
| <i>Event</i> | Any golf tournament staged by or on behalf of LIV Golf. |
| <i>International Laboratories</i> | Standard for The International Anti-Doping Standard for specimen analysis established by <i>WADA</i> . |
| <i>Intervention Program</i> | Has the meaning set forth in <u>Article 1.1.1</u> . |
| <i>League</i> | A professional worldwide golf competition operated by LIV Golf, currently consisting of a season-long, team and individual concurrent world championship played as a series of events. |
| <i>LIV Golf Rules and Regulations</i> | The regulations of the <i>League</i> , as amended or otherwise modified from time to time, along with any directives, by-laws, rules, resolutions, codes, regulations and guidance notes and any other order or direction issued by LIV Golf relating or connected to the <i>League</i> . |
| <i>Marker</i> | A compound, group of compounds or biological variable(s) that indicates the use of the substance. |

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| Medical Director | The individual designated by the <i>Policy Administrator</i> as the “Medical Director”, with the duties set forth in the “Preface” section of the Introduction. |
| Metabolite | Any substance produced by a biotransformation process. |
| Misuse | <p>Misuse of over-the-counter drugs is defined as the use of an over-the-counter drug without regard for the directions for use as determined by the <i>Medical Director</i>.</p> <p>Misuse of prescription drugs is defined as, subject to the determination of the <i>Medical Director</i>: (a) the use of an otherwise permissible prescription drug without a valid prescription issued to the <i>Player</i> by a licensed healthcare provider specifying when the medication was prescribed and the medical reason for the prescription; or (b), the use of a prescription drug issued to the <i>Player</i> by a licensed healthcare provider more than fourteen (14) days after the expiration date of the prescription or more than thirty (30) days after the prescription was authorized, if no expiration date was provided; or (c) the use of a concurrent prescription opiate issued to the <i>Player</i> by two or more licensed healthcare providers within 30 days without disclosure to the subsequent prescribing providers.</p> <p>Misuse of alcohol is defined as, subject to the determination of the <i>Medical Director</i>, drinking in a manner, amount, or frequency that could cause harm to the person who drinks or to those around them.</p> |
| Person | A natural person or an organization or other entity. |
| Players | Any golfer who has been paid to become a member of the <i>League</i> or who has otherwise been contracted by LIV Golf to participate in one or more <i>Event(s)</i> ; <u>provided</u> , that, for the avoidance of doubt, all reserve players and/or “Wildcard” players of the <i>League</i> and players eligible to become reserve players and/or “Wildcard” players will be deemed “Players” for purposes of this <i>Policy</i> . |
| Policy | Has the meaning set forth in the “Preface” section of the Introduction. |
| Policy Administrator | The individual designated by LIV Golf as the “Policy Administrator”, with the duties set forth in the “Preface” section of the Introduction. |

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| Positive Test Result | If there is no <i>Decision Limit</i> for the substance, testing found the presence of the substance or its <i>Metabolites</i> or <i>Markers</i> at any level. If there is a <i>Decision Limit</i> for the substance, testing found the presence of the substance or its <i>Metabolites</i> or <i>Markers</i> at a level beyond that applicable <i>Decision Limit</i> . |
| Program Violation | Has the meaning set forth in Article 6.1 . |
| Provisional Suspension | A <i>Suspension</i> imposed on a <i>Player</i> prior to the sanction becoming final. |
| Self-Referred Player | Has the meaning set forth in Article 1.2.1.3 . |
| Stage One | The stage of the <i>Intervention Program</i> described in Article 2.1 . |
| Stage Two | The stage of the <i>Intervention Program</i> described in Article 2.2 . |
| Standard Laboratory Documentation Package | The documentation set forth on Appendix 3 . |
| Substance of Abuse | Any substance, or class of substances, on the <i>Substances of Abuse List</i> . |
| Substances of Abuse List | Has the meaning set forth in Article 3.1.1 . |
| Suspension | A <i>Player</i> is barred from participating in any <i>Event</i> for a specified period of time as part of a sanction. |
| Team | Has the meaning given in the <i>LIV Golf Rules and Regulations</i> . ¹ |
| Testing Laboratory or Laboratories | The laboratory or laboratories designated by the <i>Policy Administrator</i> as the “Testing Laboratory or Laboratories”, with the duties set forth in Article 5 of this <i>Policy</i> . |
| Treating Clinician | Has the meaning set forth in Article 1.1.2 . |
| Treatment Facilities | Has the meaning set forth in Article 1.1.2 . |

¹ Definition of “Team” in LIV Golf Rules and Regulations is: “Collectively, the Players selected by a Team Captain to participate as a ‘Team’ in the League in accordance with these Rules and Regulations or as may otherwise be designated as a member of the ‘Team’ in accordance with these Rules and Regulations.”

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| <i>Treatment Plan</i> | Has the meaning set forth in <u>Article 2.2.1</u> . |
| <i>TUE</i> | Therapeutic Use Exemption. |
| <i>TUE Administrator</i> | The individual designated by the <i>Policy Administrator</i> as the “TUE Administrator”, with the duties set forth in <u>Article 3.2.2</u> of this <i>Policy</i> . |
| <i>TUE Application Form</i> | The form for <i>TUE</i> applications available on the LIV Golf website, as such form may be modified or amended from time to time in the <i>TUE Administrator’s</i> discretion. |
| <i>WADA</i> | The World Anti-Doping Agency. |

APPENDIX 2 – SUBSTANCES OF ABUSE LIST

[See attached.]

APPENDIX 3 – STANDARD LABORATORY DOCUMENTATION PACKAGE

[See attached.]