

PROFESSIONAL FIGHTERS LEAGUE ARBITRATION PROCEDURES FOR ANTI-DOPING POLICY VIOLATIONS AND OTHER DISPUTES UNDER THE PROFESSIONAL FIGHTERS LEAGUE ANTI-DOPING POLICY

Effective March 1, 2024

1. Matters Subject to Arbitration

- 1.1 *Professional Fighters League (“PFL”)* has adopted the rules, policies, and procedures set forth in the *PFL Anti-Doping Policy* (the “*PFL ADP*”) and the *PFL Arbitration Procedures* (“*Arbitration Procedures*” or “*Procedures*”). Terms used in these Arbitration Procedures that are defined terms from the *PFL ADP* are written in italics.
- 1.2 Any asserted anti-doping policy violation (“*ADPV*”) or other dispute arising out of the *PFL ADP* or an asserted violation of the anti-doping rules set forth in that *PFL ADP* shall be resolved through the *Results Management* process described in the *PFL ADP* and these Procedures. As set forth in the *PFL ADP*, *PFL* has delegated responsibility for *Results Management* to the *United States Anti-Doping Agency (“USADA”)*.
- 1.3 Arbitration pursuant to these Procedures shall be the exclusive forum for any appeal or complaint by any *Athlete, Athlete Support Personnel, and other Person* (hereafter referred to as the “*Applicant*”) to (i) appeal or contest *USADA’s* assertion of an *ADPV* or any other *PFL* or *USADA* decision under the *PFL ADP*, or (ii) any complaint or dispute arising under the *PFL ADP* provided that the *PFL* or *USADA* and the Chief Arbitrator determine is one over which the *PFL* or *USADA* has jurisdiction and standing and the Chief Arbitrator has agreed to appoint an Arbitrator.
- 1.4 Requests for Arbitration other than discussed in 1.3(i) must be filed within ten days after any breach, complaint or dispute under the *PFL ADP* could have reasonably come to the attention of the Applicant, otherwise the right shall be considered waived.

2. MGSS and Arbitrators

- 2.1 McLaren Global Sport Solutions Inc. (“*MGSS*”) shall administer these Procedures.
- 2.2 *MGSS* will establish, maintain, and publish a list of Arbitrators selected by *MGSS* to hear *ADPV* appeals or other complaints or disputes arising under the *PFL ADP*. *MGSS* may, at its discretion, modify and republish its Arbitrator list from time to

time. MGSS shall only include on its Arbitrator list individuals who are or have been Court of Arbitration for Sport (“CAS”) arbitrators and who, in the opinion of MGSS, possess recognized competence with regard to sport and alternative dispute resolution procedures, including expertise in ADPV matters. The list shall include representation from different regions of the world.

2.3 Richard McLaren will serve as Chief Arbitrator and will perform the functions set forth in these Procedures.

2.4 Additional provisions regarding Arbitrators are detailed in section 12 of these Procedures.

3. Notice of Appeal and Request for Arbitration

3.1 Arbitration proceedings seeking to appeal *USADA*’s assertion of an ADPV shall be initiated by the Applicant serving a written Notice of Appeal on *USADA* within ten days of Applicant’s receipt of notice of charge regarding the asserted violation, stating that Applicant wishes to appeal *USADA*’s decision through the arbitration process described in these Procedures.

3.2 *USADA* will then provide the Applicant with the MGSS Applicant Request for Arbitration form, which must be completed by the Applicant and filed with MGSS within ten days of Applicant’s receipt of the Applicant Request for Arbitration form (with a copy to *USADA*), along with the \$2,500 USD filing fee. Failure by the Applicant to submit either the Notice of Appeal or the Request for Arbitration and filing fee within ten days will result in forfeiture of the Applicant’s right to appeal or otherwise challenge *USADA*’s decision.

4. Changes to Request for Arbitration

4.1 If the Applicant desires to raise any new or different claim or defense, they shall provide a copy of that claim or defense to MGSS and *USADA*. After the Arbitrator is appointed, no new or different claim or defense may be submitted except by mutual agreement of the parties or as ordered by the Arbitrator.

5. Appointment of Arbitrator

5.1 Following receipt of Applicant’s Request for Arbitration, the Chief Arbitrator will appoint a single Arbitrator from the MGSS list to hear the case. That single

Arbitrator may be the Chief Arbitrator. The proceeding shall be heard by the single Arbitrator.

- 5.2 Subject to the Arbitrator acceptance and challenge process set forth in Rule A.12, the Arbitrator will conduct the Arbitration proceeding.

6. Method, Place, and Date of Arbitration

- 6.1 All hearings shall take place by video conference unless the parties and the Arbitrator agree to an in-person hearing or telephonic hearing. All other proceedings shall take place by telephone or video conference. If the Arbitration is to take place in person, the location of the Arbitration shall be Denver, Colorado, USA, unless the Arbitrator for good cause shown rules otherwise. Once the parties agree to an in-person hearing, consent to an in-person hearing can only be withdrawn upon mutual agreement of the parties.
- 6.2 The Arbitration shall take place at a time within 60 days of completion of the appointment of the Arbitrator unless that time is extended by agreement of the parties or upon a showing of exceptional circumstances by a party and so ordered by the Arbitrator. The hearing process shall be expedited when necessary to determine the Applicant's eligibility before the Applicant is scheduled to participate in a *Bout* or in such other instances where expediting is in the interest of justice.
- 6.3 In the event it may be necessary for enforcement of an Arbitration subpoena(s) pursuant to section 8 that the Arbitrator conduct a hearing at a particular location(s) and there receive live testimony or documents or other evidence, the Arbitrator shall at the request of the party who is seeking enforcement of the subpoena travel to that location to conduct the hearing regardless of whether the parties are participating in the Arbitration via telephone or video conference. In an event where the Arbitrator travels to receive live testimony or documents or other evidence, both parties shall be entitled to be present. In an event where the Arbitrator travels to receive live testimony or documents or other evidence, both parties shall be entitled to be present.

7. Mediation

- 7.1 At the request of either party, the Chief Arbitrator (or another arbitrator appointed by the Chief Arbitrator if the Chief Arbitrator is on the panel) shall conduct a mediation conference with the parties to give the parties the benefit of his or her assessment of the merits of the case. Mediation will not delay the timelines set forth in section 6.2.

8. Pre-Hearing Procedures

- 8.1 During a pre-hearing conference, the Arbitrator and the parties shall discuss:
- i. any necessary clarification of the parties' claims and defenses;
 - ii. whether provisional relief is requested;
 - iii. whether the hearing will be by video conference, telephone or in-person;
 - iv. whether evidence may be presented by affidavit and any other evidentiary issues raised by the parties;
 - v. scheduling the date for and expected duration of the hearing;
 - vi. a schedule for any briefing that may be requested and a schedule for the exchange of documents and identification of witnesses in advance of the hearing; and
 - vii. any other matters raised by the parties or the Arbitrator.
- 8.2 No discovery shall be permitted; however, the Arbitrator may direct the exchange or production of documents where the Arbitrator decides that the information would assist the Arbitrator in deciding the case. The Arbitrator shall also have the power to issue subpoenas for the production of documents and the presence of witnesses, which shall be enforceable through the courts.

9. The Hearing

- 9.1 Each party shall have a right to the assistance of counsel, at their own expense, in connection with all aspects of the proceedings, including the hearing.
- 9.2 The hearing shall respect the principles set forth in Article 8 of the *PFL ADP* and shall be conducted in the format determined by the Arbitrator, in consultation with the Chief Arbitrator, taking into account the urgency,

potential cost to the parties, and the particulars of the dispute with regard to the production of evidence. The Arbitrator shall have the power to establish procedures so long as the parties are treated equally and fairly and given a reasonable opportunity to present their cases or respond to the case of another party, including the right to call and question witnesses. All decisions by the Arbitrator with respect to format and procedure are final.

- 9.3 The substantive rules set forth in the *PFL ADP* shall be applicable throughout the proceeding.
- 9.4 Burdens and methods of proof, presumptions, and inferences shall be as provided in the *PFL ADP*.
- 9.5 The Arbitrator shall rule on the admissibility of evidence. Adherence to the formal rules of evidence shall not be necessary. If, at the prehearing conference, it is decided that evidence by affidavit may be admitted, the Arbitrator shall give such weight to that evidence as the Arbitrator deems appropriate in the circumstances.
- 9.6 Witnesses shall provide testimony under oath.
- 9.7 Any party requesting a stenographic record or recording of the hearing shall make that request to MGSS at least 15 days in advance of the hearing. MGSS will arrange for a stenographic record or recording as requested and shall provide copies to all parties. If *USADA* requests a stenographic record or recording, then *PFL* shall bear the cost. If the Applicant requests a stenographic record or recording, then the cost shall be split equally between the parties.
- 9.8 The hearing may proceed in the absence of a party who, after due notice, fails to appear or be represented at the hearing. As provided in Article 3.2.5 of the *PFL ADP*, an adverse inference may be drawn against an *Athlete* or other *Person* who fails to appear at the hearing to give evidence after having been requested to do so by either *USADA* or the Arbitrator.

10. Post-Hearing Matters

- 10.1 The Arbitrator may grant any remedy or relief the Arbitrator deems just and equitable and within the scope of the *PFL ADP*.

- 10.2 Each case shall be determined on its own facts, and the Arbitrator shall not be bound by previous decisions.
- 10.3 The Arbitrator's award, including the reasoning for decisions, shall be in writing and shall be delivered to the parties within 30 days of the close of the hearing. At the discretion of the Arbitrator, the Arbitrator may communicate the award to the parties in advance of the Arbitrator providing the written rationale for the award. The Arbitrator has the power to correct clerical mistakes and miscalculations of time limits subsequent to the distribution of the award.
- 10.4 In addition to a final award, the Arbitrator may make other decisions, including interim interlocutory or partial rulings, orders, and awards.
- 10.5 Except as described in Articles 14.3.3 and 14.3.6 of the *PFL ADP*, the final award is public and shall not be considered confidential.
- 10.6 The hearing may be reopened for good cause upon the application of a party or at the Arbitrator's initiative at any time before the Arbitrator's award has been delivered.
- 10.7 Should the Arbitrator err in determining sanction length or the start date of the sanction, the Arbitrator may correct the award if a request for this relief has been made within seven days of delivery of the award.

11. Confidentiality

- 11.1 Arbitration under these Procedures is confidential and is not open to the public unless the parties and the Arbitrator agree otherwise. From the inception of the arbitration until an award is issued or the arbitration is otherwise completed, neither the parties, the Arbitrator, nor MGSS shall disclose any information produced in the Arbitration to any person, other than *PFL*, not involved in the Arbitration, except as provided for in the *PFL ADP*.

12. Additional Provisions Regarding Arbitrators

- 12.1 Any Arbitrator nominated to a case shall immediately disclose to the parties, the Chief Arbitrator, and MGSS any conflict or potential conflict of interest and any circumstance that could create a reasonable apprehension

of bias in respect to their appointment. Upon objection of a party to the continued service of an Arbitrator, the Chief Arbitrator shall rule on the objection. The Chief Arbitrator's decision shall be conclusive. Any challenge to the Chief Arbitrator shall be decided by the MGSS Board of Directors.

- 12.2 If the Chief Arbitrator determines that the Arbitrator should not serve because of a conflict, then the Chief Arbitrator shall appoint a replacement. If at any time prior to the commencement of the hearing an Arbitrator is no longer able to serve, then the Chief Arbitrator shall appoint a replacement. After the hearing has commenced, a vacancy shall proceed as the parties agree, or if no agreement, as the Chief Arbitrator determines.
- 12.3 Upon their appointment to the MGSS list, the Arbitrators shall sign a declaration undertaking to exercise their functions personally, with impartiality, and in conformity with the provisions of the *PFL ADP*. All Arbitrators are expected to be neutral.
- 12.4 No party and no one acting on behalf of any party shall communicate unilaterally concerning the arbitration with an arbitrator or a candidate for an arbitrator. All communications concerning the arbitration shall include the other party and a representative from the Arbitral Body.
- 12.5 Arbitrators shall be compensated at the current rate set by the Court of Arbitration for Sport for anti-doping matters and confirmed by MGSS. Arbitrator fees and expenses shall be paid by *PFL*. If a violation is upheld, the Applicant shall reimburse *PFL* for arbitration costs, but *PFL's* right to seek reimbursement from the Applicant shall not delay payment by *PFL*.
- 12.6 Any fees charged by the Arbitrator on account of the postponement of the hearing shall be charged to the party requesting the postponement.
- 12.7 If an Applicant's appeal of *USADA's* assertion of an ADPV results in a finding of no violation by the Arbitrator(s), then the filing fee paid by the Applicant to initiate the Arbitration proceedings shall be refunded to the Applicant in its entirety. Notwithstanding the foregoing, the Applicant shall remain responsible for any fees or expenses incurred pursuant to section 12.6 above.
- 12.8 Payments to the Arbitrator shall be made by MGSS, not directly by the parties. MGSS will in turn bill the parties.

- 12.9 Neither MGSS nor any Arbitrator in a proceeding under the *PFL* ADP shall be a necessary party in judicial proceedings relating to the Arbitration. Arbitrators and senior officers of MGSS are not compellable witnesses in any court or administrative proceeding. No party may attempt to subpoena or demand the production of any notes, records, or documents prepared by the Arbitrator, the Chief Arbitrator, or MGSS senior officers and staff in the course of any Arbitration under these Procedures.
- 12.10 Neither MGSS nor any Arbitrator shall be liable to any party for any act or omission in connection with any Arbitration conducted under these Arbitration Procedures. As a condition of participation in *PFL* events, each Applicant hereby releases MGSS, its Chief Arbitrator, the *PFL*, *USADA*, and each director, officer, member, manager, employee, agent or representative of any of the foregoing, jointly and severally, individually and in their official capacity, of and from any and all claims, demands, damages and causes of action whatsoever, in law or equity, arising out of or in connection with, any decision, act or omission arising under these Procedures or the *PFL* ADP, except fraud or willful acts or omissions.

13. Miscellaneous Procedures

- 13.1 All Arbitration proceedings, including pre-hearing conference(s), written submissions, and the hearing shall be conducted in English. All proceedings shall take place in English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service, unless the Arbitrator orders otherwise. Interpreters shall be certified and have no prior relationship with a party or have any interest in the proceeding. The Arbitrator must approve the interpreter. Any document which is not in English shall be officially translated by a certified translator paid for by the party offering or relying upon the document.
- 13.2 Notice to an Applicant, for all purposes of these Procedures, shall be effective when delivered by overnight courier to the *Athlete* or other *Person's* most recent mailing address on file with the *PFL* legal department or by email to the *Athlete* or other *Person's* most recent email address on file with the *USADA*. Actual notice may be accomplished by any other means.
- 13.3 All submissions may be filed directly with the Arbitrator, with copies to the opposing party and MGSS. Papers may be served by email or courier service.

- 13.4 The Arbitrator shall have the power to rule on the Arbitrator's authority and jurisdiction, including objections concerning the existence, scope or validity of an arbitration agreement. A party must object to the application of these Procedures or the jurisdiction of the Arbitrator in the Applicant's Request for Arbitration; otherwise, the objection shall be waived.
- 13.5 The Arbitrator, at the Arbitrator's sole discretion, after consultation with the Chief Arbitrator, may elect to engage an expert to assist the Arbitrator on particular technical issues arising in a case. The cost of such expert shall be borne equally by the parties.
- 13.6 The Arbitrator shall be free to consult with the Chief Arbitrator on any matter pertaining to the Arbitration.

14. Filing Fee Refund Schedule

- 14.1 For Arbitrations initiated pursuant to these Procedures, MGSS offers a refund schedule for filing fees, subject to a minimum non-refundable charge of \$250. Subject to the minimum charge requirements, refunds will be calculated as follows:
- a. 100% of the filing fee, after the initial deduction of the minimum, non-refundable charge, will be refunded if the case is settled or withdrawn prior to the appointment of the Arbitrator by the Chief Arbitrator as set forth in section 6.1 above.
 - b. 50% of the filing fee, after the initial deduction of the minimum, non-refundable charge, will be refunded if the case is settled or withdrawn after the appointment of the Arbitrator by the Chief Arbitrator and prior to the pre-hearing scheduling conference.
 - c. 25% of the filing fee, after the initial deduction of the minimum, non-refundable charge, will be refunded if the case is settled or withdrawn after the pre-hearing scheduling conference and prior to the filing of any contested motions or pre-hearing briefs.
- 14.2 No refunds will be made if the Arbitrator has been asked to deliver a pre-hearing ruling on any disputed issue, or after the filing of any contested motions or pre-hearing briefs. No refunds will be granted for cases on the expedited resolution track, regardless of whether such cases are ultimately

settled or withdrawn.

15. Governing Law

15.1 The laws of the State of Colorado, U.S.A. shall be the governing law for arbitrations under these Procedures.

16. Amendments

These *PFL* Arbitration Procedures may be amended from time to time by agreement of *PFL* and *USADA*. Unless otherwise indicated, all amendments shall be effective no earlier than 30 days after publication on the *USADA-PFL* anti-doping website ([PFL.USADA.org](https://pfl.usada.org)). It is each *Athlete's* responsibility to regularly check *PFL's* anti-doping website to ensure that they are consulting the most up to date version of this and other anti-doping related policies.