

ULTIMATE FIGHTING CHAMPIONSHIP ARBITRATION RULES FOR ANTI-DOPING POLICY VIOLATIONS AND OTHER DISPUTES UNDER THE ULTIMATE FIGHTING CHAMPIONSHIP ANTI-DOPING POLICY

A.1 Matters Subject to Arbitration

1.1 Ultimate Fighting Championship ("*UFC*") has adopted the rules, policies and procedures set forth in the *UFC* Anti-Doping Policy (the "*Policy*"). Any asserted anti-doping policy violation ("*ADPV*") or other dispute arising out of the *Policy* or an asserted violation of the anti-doping rules set forth in that *Policy* shall be resolved through the Results Management Process described in the *Policy* and these Arbitration Rules. As set forth in the *Policy*, *UFC* has delegated responsibility for results management to the United States Anti-Doping Agency ("*USADA*").

1.2 Arbitration pursuant to these Rules 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 *UFC* or *USADA* decision under the *Policy*, or (ii) any dispute that the *UFC* or *USADA* and the Chief Arbitrator determine is one over which the *UFC* has jurisdiction and standing and the Chief Arbitrator has agreed to appoint an Arbitrator.

1.3 Requests for Arbitration other than discussed in 1.2(i) must be filed within 10 calendar days after any breach, complaint or dispute under the *Policy* could have reasonably come to the attention of the *Applicant*, otherwise the right shall be considered waived.

A.2 MGSS

McLaren Global Sport Solutions Inc. ("*MGSS*") shall administer these Arbitration Rules.

A.3 MGSS List of Arbitrators

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 *Policy*. 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.

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

A.4 Notice of Appeal and Request for Arbitration

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 the asserted violation, stating that *Applicant* wishes to appeal *USADA's* decision through the arbitration process described in these Rules. *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 \$2,700 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. *Applicant* may request a waiver or reduction of the filing fee from MGSS for good cause on the basis of financial hardship.

A.5 Changes to Request for Arbitration

If the *Applicant* desires to raise any new or different claim or defense, he or she shall provide a copy of that claim or defense to MGSS and *USADA*. After the Arbitrator(s) 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(s).

A.6 Appointment of Arbitrator(s)

6.1 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 unless, within five days after receiving notice of the appointment of the single Arbitrator, either party elects in writing to have the matter heard by a panel of three Arbitrators from the MGSS list. That election shall include the nomination of a second Arbitrator from the MGSS list.

6.2 Within five days of receipt of the nomination of the second Arbitrator, the other party to the proceeding shall nominate a third Arbitrator. Each nomination of an Arbitrator shall be sent to MGSS with a copy to the other party. In the event three Arbitrators are appointed, the Arbitrator appointed by the Chief Arbitrator will become the chair of the Arbitration panel.

6.3 Subject to the Arbitrator acceptance and challenge process set forth in Rule A.13, the three Arbitrators so nominated will conduct the Arbitration proceeding. All decisions of the Arbitrators shall be by majority vote.

A.7 Method, Place and Date of Arbitration

The Arbitration hearing may take place by telephone, video conference, or in person, as agreed to by the parties or as directed by the Arbitrator(s). All other proceedings shall take place by telephone. If the Arbitration is to take place in person, the location of the Arbitration shall be Denver, Colorado, USA, unless the Arbitrator(s) for good cause shown rules otherwise. The Arbitration shall take place at a time within 90 days of completion of the appointment of the

Arbitrator(s) 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(s). The hearing process shall be expedited when necessary to determine the *Applicant's* eligibility before the *Applicant* is scheduled to participate in a scheduled *Bout*.

A.8 Mediation

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.

A.9 Prehearing Procedures

During a prehearing conference, the Arbitrator and the parties shall discuss: any necessary clarification of the parties' claims and defenses; whether provisional relief is requested; whether the hearing will be in-person or by telephone or video conference; whether evidence may be presented by affidavit and any other evidentiary issues raised by the parties; scheduling the date for and expected duration of the hearing; 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 any other matters raised by the parties or the Arbitrator(s). No discovery shall be permitted; however, the Arbitrator(s) may direct the exchange or production of documents where the Arbitrator(s) decides that the information would assist the Arbitrator(s) in deciding the case. The Arbitrator(s) 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.

A.10 The Hearing

10.1 Each party shall have a right to the assistance of counsel, at its own expense, in connection with all aspects of the proceedings, including the hearing. Any *Applicant* needing an interpreter shall provide an independent and qualified interpreter at the *Applicant's* own expense. Any dispute over the interpreter's qualification shall be decided by the Arbitrator(s). The interpreter shall be paid directly by the requesting party.

10.2 The hearing shall respect the principles set forth in Article 8 of the World Anti-Doping Code and shall be conducted in the format determined by the Arbitrator(s), 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(s) 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(s) with respect to format and procedure are final.

10.3 The substantive rules set forth in the *Policy* shall be applicable throughout the proceeding.

10.4 Burdens and methods of proof, presumptions and inferences shall be as provided in the *Policy*.

10.5 The Arbitrator(s) 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(s) shall give such weight to that evidence as the Arbitrator(s) deems appropriate in the circumstances.

10.6 Witnesses shall provide testimony under oath.

10.7 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 *UFC* shall bear the cost. If the *Applicant* requests a stenographic record or recording, then the cost shall be split equally between the parties.

10.8 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 *Policy*, 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(s).

A.11 Post-Hearing Matters

11.1 The Arbitrator(s) may grant any remedy or relief the Arbitrator(s) deems just and equitable and within the scope of the *Policy* and the World Anti-Doping Code.

11.2 Each case shall be determined on its own facts and the Arbitrator(s) shall not be bound by previous decisions.

11.3 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(s), the Arbitrator(s) may communicate the award to the parties in advance of the Arbitrator(s)' providing the written rationale for the award. The Arbitrator(s) has the power to correct clerical mistakes and miscalculations of time limits subsequent to the distribution of the award.

11.4 If all three Arbitrators have different decisions, the award shall be rendered by the chair of the panel alone.

11.5 In addition to a final award, the Arbitrator(s) may make other decisions, including interim interlocutory or partial rulings, orders and awards.

11.6 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.

11.7 Should the Arbitrator(s) err in determining sanction length or the start date of the sanction, the Arbitrator(s) may correct the award if a request for this relief has been made within seven (7) days of delivery of the award.

A.12 Confidentiality

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

A.13 Additional Provisions Regarding Arbitrators

13.1 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 his or her 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.

13.2 If an Arbitrator nominated by a party declines to accept the nomination or if it is determined by the Chief Arbitrator that the Arbitrator should not serve because of a conflict, then that party shall have an additional five days to nominate another Arbitrator. If at any time prior to the commencement of the hearing an Arbitrator is no longer able to serve, then if it is the Arbitrator appointed by the Chief Arbitrator, the Chief Arbitrator shall appoint a replacement. If it is an Arbitrator nominated by a party, then the party shall have five days to nominate a replacement. After the hearing has commenced, vacancies shall not be filled unless the parties agree or the Chief Arbitrator determines otherwise.

13.3 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 *Policy*. All Arbitrators, whether or not nominated by a party, are expected to be neutral.

13.4 No party or anyone acting on behalf of a party shall communicate *ex parte* concerning the Arbitration with any potential Arbitrator candidate or any serving Arbitrator.

13.5 Arbitrators shall be compensated at an hourly rate of \$325, as set by MGSS. Arbitrator fees and expenses for a single Arbitrator shall be paid by *UFC*. If *USADA* elects to proceed with a panel of three Arbitrators, then *UFC* shall pay the fees and expenses of all Arbitrators. If the *Applicant* elects to proceed with a panel of three Arbitrators, the fees and expenses of all three Arbitrators shall be split equally between the parties.

13.6 Any fees charged by the Arbitrator(s) on account of the postponement of the hearing shall be charged to the party requesting the postponement.

13.7 Payments to the Arbitrator(s) shall be made by MGSS, not directly by the parties. MGSS will in turn bill the parties.

13.8 Neither MGSS nor any Arbitrator in a proceeding under the *Policy* 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 Rules.

13.9 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 Rules. As a condition of participation in *UFC* events, each *Applicant* hereby releases MGSS, its Chief Arbitrator, the *UFC*, *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 Rules or the *Policy*, except fraud or willful acts or omissions.

A.14 Miscellaneous Rules

14.1 All Arbitration proceedings shall be conducted in English.

14.2 Notice. Notice to an *Applicant*, for all purposes of these Rules, shall be effective when delivered by overnight courier to the *Athlete* or other *Person's* most recent mailing address on file with the *UFC* legal department or by email to the *Athlete* or other *Person's* most recent email address on file with the *UFC* legal department. Actual notice may be accomplished by any other means.

14.3 All papers may be filed directly with the Arbitrator(s), with copies to the opposing party and MGSS. Papers may be served by email or courier service.

14.4 The Arbitrator(s) 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 the Arbitration Rules or the jurisdiction of the Arbitrator in the *Applicant's* Request for Arbitration; otherwise, the objection shall be waived.

14.5 The Arbitrator(s), 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.

14.6 The Arbitrator(s) shall be free to consult with the Chief Arbitrator on any matter pertaining to the Arbitration.

A.15 Governing Law

The laws of the State of Nevada, U.S.A. shall be the governing law for arbitrations under these Rules.

A.16 Amendments

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