



CHAMPIONS SERIES TENNIS INTEGRITY POLICY

Updated October 15, 2020

I. Introduction.

- a. **Purpose.** Champions Series Tennis (“CST”) has developed the CST Integrity Policy (the “**CST Integrity Policy**”) for the purpose of preventing betting-related corruption in CST competitions. The mission of the Integrity Policy is as follows:

To maintain integrity and prevent betting-related corruption in Champions Series Tennis events – ensuring matches always reflect, and appear to reflect, the best efforts of the players, while protecting the welfare of the players and others involved with Champions Series Tennis – through clear policies and regulations, and effective and consistent enforcement.

- b. **Scope.** The Integrity Policy applies to all CST Events owned and/or operated by InsideOut Sports & Entertainment, LLC (the “**ISE**”) anywhere in the world.
- c. **Manual.** The governing terms and conditions of the Integrity Policy are set forth in this CST Integrity Policy Manual (this “**Manual**”).
- d. **Covered Persons.** This Manual applies to the following persons (“**Covered Persons**”):
- i. **Players.** Each player competing in a Champions Series tennis tournament (“**CST Event**”) anywhere in the world (“**Player**”).
 - ii. **Player Guests.** Each person affiliated with a Player, including a family member, spouse, partner, agent, manager, coach, trainer, and other person, who receives credentials to access a CST Event at the Player’s request (“**Affiliated Person**”).
 - iii. **Employees.** Each partner, director, officer, agent and employee of ISE or any of its affiliates (“**Employee**”).
 - iv. **Tournament Staff.** Each third party involved in the operation of the competition portion of a CST Event, who receives credentials to access a CST Event (“**Tournament Staff**”).



- v. *Volunteers*. Each volunteer for a CST Event (“**Volunteer**”).

This Manual applies to Player Guest, Volunteer or Tournament Staff only with respect to the CST Event(s) that he or she participates in, receives credentials to or accesses in such capacity, notwithstanding anything in this Manual to the contrary.

- vi. *Former Covered Persons*. CST retains the right under this Manual to investigate, bring actions against and sanction any person who is no longer a Covered Person but committed a Violation while a Covered Person; and such person will be deemed to be a “Covered Person” under this Manual for such purposes.
- vii. *Integrity Officer*. The Integrity Policy will be overseen by the Champions Series Tennis Integrity Officer (the “**Integrity Officer**”). The Integrity Officer will be designated by Champions Series Tennis.

(2) Prohibited Conduct.

- a. *List of Violations*. The following conduct is prohibited:
 - i. *Betting on Professional Tennis Events*. Any Covered Person, directly or indirectly, Betting on the outcome or any other aspect of any CST Event, any other professional tennis competition or any elite amateur tennis competition (including Olympic Tennis) anywhere in the world (“**Professional Tennis Event**”). In this Manual, “**Betting**” the wagering of money and/or something else of value, on an event with an uncertain outcome with the intent of winning additional money and/or thing(s) of value.
 - b. *Failing to Give Best Efforts*. Any Player failing to give, or accepting any money or other thing of value to not give, best efforts in any Professional Tennis Event; or any Covered Person directly or indirectly encouraging or inducing any Player to fail to give best efforts in any Professional Tennis Event.
 - c. *Contriving an Outcome*. Any Covered Person, directly or indirectly, contriving the outcome or any other aspect of any Professional Tennis Event.
 - d. *Facilitating Unauthorized Access*. Any Covered Person facilitating a third party’s access to a Professional Tennis Event for the purpose of conducting unauthorized activities in relation to Betting on the outcome or any other aspect of the Professional Tennis Event.
 - e. *Associating with Betting-Related Persons*. Any Covered Person associating with any person(s) whose Betting-related activities will or might reflect adversely on the integrity or the appearance of integrity in Professional Tennis Events.
 - f. *Providing Inside Information*. Any Covered Person providing Inside Information to a third party that he or she knew would be used, or should have known would be used, for Betting on the outcome or any other aspect of any Professional Tennis Event. In this Manual, “**Inside**



Information” means information relating to a Professional Tennis Event (e.g., the health of a player, the conditions of a court, etc.) that is not publicly available and that a Covered Person knows due to his or her unique position in the game of tennis.

The commission, attempted commission or aiding of any of the acts set forth in this Section 2(a) by a Covered Person will be deemed be a violation of this Manual (“**Violation**”) by the Covered Person.

- a. **Player Responsibility for Affiliated Persons.** Each Player must inform his Affiliated Persons of all the relevant terms of this Manual and shall be responsible for the acts of his Affiliated Persons under this Manual. Any Violation by an Affiliated Person of a Player will be deemed to be a “Violation” by the Player.

(3) Reporting of Violations.

- a. **Obligation to Report.** Each Covered Person shall report to ISE, as soon as possible: (i) if he or she becomes aware of any activity that would reasonably be expected to constitute or lead to a Violation by any Covered Person; and (ii) if he or she is, or he or she becomes aware of any other person being, approached by any person who offers any money or other thing of value to influence the outcome or any other aspect of a Professional Tennis Event or to provide Inside Information for Betting on a Professional Tennis Event. The failure to report information under this Section 3(a) will be deemed to be a “Violation.”
- b. **Anonymous Reporting Lines.** CST will maintain an anonymous email address for the reporting of information under Section 3(a), as follows: Email: integrity@insideoutse.com

Further, Covered Persons may report such information directly to the Integrity Officer at any time. ISE will use and disclose any information reported under Section 3(a) solely for purposes of administering the Integrity Policy in accordance with this Manual. ISE will seek to maintain the confidentiality of the identity of the reporting person (if known) at all times to the maximum extent possible, unless otherwise required by applicable law or approved by the reporting person.

(5) Monitoring. If the ISE becomes aware of any irregular activity in the betting markets or of any other activity that suggests a Violation may have occurred, the ISE will review the matter and determine whether an investigation is merited under Section 6.

(6) Investigations.

- a. **Investigation Unit.** Each investigation of a potential Violation under this Manual (“**Investigation**”) will be conducted by an Investigation Unit. In this Manual, “**Investigation Unit**” means one or more independent consultants designated by ISE. The Investigation Unit may, but is not required to, notify each relevant Covered Person that he or she is subject to an Investigation.



- b. ***Cooperation with Investigation.*** Each Covered Person subject to an Investigation shall cooperate fully with the Investigation. Without limitation: (i) a Covered Person shall timely provide (and hereby waives any right to withhold) information and records requested by the Investigation Unit for purposes of the Investigation; (ii) a Covered Person, as requested by the Investigation Unit, shall submit or provide a true and complete written statement and/or oral interview setting forth facts and circumstances with respect to the Investigation; and (iii) a Covered Person shall not tamper with or destroy evidence that is or could be relevant to an Investigation. Each Covered Person consents to the collection and use of information relating to him/her, including personal information, by ISE and/or Investigation Unit for purposes of the Investigation and any Disciplinary Procedure. The failure of a Covered Person to comply with this Section 6(b) will be deemed to be a Violation by the Covered Person.

- c. ***Coordination with Criminal Authorities.*** If any matter subject to an Investigation hereunder is also subject to a criminal investigation or any other similar proceeding, including any action brought by any regulatory authority, in any jurisdiction, CST may coordinate with the relevant law enforcement and other authorities in ISE's discretion. In connection therewith, ISE may disclose information relating to the Investigation hereunder to the relevant authorities. Further, ISE may use information obtained from the relevant authorities in the Investigation hereunder. ISE may continue to conduct, or suspend, the Investigation hereunder during the course of a criminal investigation or similar proceeding in its discretion, subject to applicable law.

- d. ***Findings of Investigation.*** The Investigation Unit will report its findings from the Investigation to the ISE for review and consideration.

(7) Disciplinary Procedures.

- a. ***Commencement of Disciplinary Procedure.*** Based on the findings of the Investigation Unit and any other information known to ISE regarding a potential Violation, ISE will determine whether to commence the disciplinary procedure set forth in this Section 7 ("**Disciplinary Procedure**"). If ISE commences the Disciplinary Procedure, ISE will notify the relevant Covered Person in writing of the potential Violation and the commencement of the Disciplinary Procedure.

- b. ***Statement of Covered Person.*** The Covered Person will have seven (7) calendar days from the delivery of the notice set forth in Section 7(a) to submit a written statement regarding the potential Violation, including any mitigating circumstances.

- c. ***Determination of ISE.*** ISE will consider any written statement submitted by the Covered Person, along with all other relevant information, and will determine: (i) if a Violation or Violations have occurred; and (ii) the sanctions imposed on the Covered Person for any Violation(s). Such determination of ISE (the "**Determination**") will be made by the President of ISE (the



“**President**”). ISE will notify the Covered Person (and any responsible Player) of the Determination by written notice. Subject only to the right of the Covered Person to appeal the Determination pursuant to Section 9, the Determination will be the full, final and complete disposition of the matter and will be binding on ISE and the Covered Person.

(8) Sanctions.

- a. ***Sanctions for Players.*** Sanctions for a Player due to a Violation or Violations (by the Player and/or his Affiliated Persons) may include:
 - i. A warning;
 - ii. A fine, not to exceed \$100,000 for any Violation or connected group of Violations or, if greater, the amounts received by the Player from the activity leading to the Violation(s);
 - iii. Disqualification from CST Events, including the loss of results, points and prize money, from the date the Violation was found to occur going forward;
 - iv. A suspension from competition in CST Events; and/or
 - v. A permanent ban from competition in CST Events, and/or any other involvement with CST.
- b. ***Sanctions for Other Covered Persons.*** Sanctions for a Covered Person who is not a Player due to a Violation or Violations may include:
 - i. A warning;
 - ii. A fine, not to exceed \$50,000 for any Violation or connected group of Violations or, if greater, the amounts received by the Covered Person from the activity leading to the Violation(s);
 - iii. The temporary and/or permanent denial of access and/or credentials to CST Events;
 - iv. For Employees, disciplinary action up to and including termination of employment.
- c. ***Mitigating and Aggravating Circumstances.*** In making a Determination of the sanction(s) imposed for a Violation or Violations:
 - i. ***Mitigating Circumstances.*** ISE may consider any mitigating circumstances, which may include:

1. The Covered Person reporting the Violation(s) to the ISE;



2. The Covered Person's cooperation with the Investigation;
 3. The Covered Person's lack of prior Violations or violations of other CST rules and regulations;
 4. The Covered Person's lack of intent;
 5. Such other circumstances ISE deems to be mitigating.
- ii. *Aggravating Circumstances.* ISE may consider any aggravating circumstances, which may include:
1. The Covered Person's lack of cooperation with the Investigation;
 2. The Covered Person's prior record of Violations and/or violations of other CST rules and regulations;
 3. A significant amount of money being involved in the Violation(s);
 4. The Covered Person's intent;
 5. The Covered Person exerting a negative influence on other Covered Persons;
 6. The Covered Person jeopardizing the safety and/or security of others;
 7. Such other circumstances ISE deems to be aggravating.
- d. *Fulfillment of Sanctions.* A Covered Person shall fulfill all sanctions set forth in a Determination not subject to an appeal under this Manual. In the event a Covered Person fails to fulfill any such sanctions, ISE may impose additional sanctions hereunder due to such failure (as if such failure were a Violation itself).

(9) Appeals.

- a. *General.* A Covered Person may appeal a Determination in whole or in part only as set forth in this Section 9. The process set forth in this Section 9 shall be the sole and exclusive remedy for any appeal of a Determination. ISE and each Covered Person hereby waive the right to seek a juridical review of a Determination. The parties shall seek to keep the fact of an appeal as well as the subject matter and the matters discussed therein confidential, subject to Section 11 below.
- b. *Notice of Appeal.* To appeal a Determination, the Covered Person must provide ISE with written notice of his or her appeal (a "**Notice of Appeal**") within seven (7) calendar days ISE's delivery of notice of the Determination pursuant to Section 7(c). If the Covered Person fails to provide a



Notice of Appeal within such time period, the Determination shall be final and not subject to any further challenge or appeal.

c. *Appeals by Players.*

- i. *Arbitration Panel.* An appeal by a Player shall be administered by the American Arbitration Association ("AAA") and shall be heard before an arbitration panel composed as described in subsection (ii) below (the "**Panel**").
- ii. *Selection of Arbitrators.* ISE shall forward the Player's appeal to the AAA, along with the name of an arbitrator selected by ISE from the list of Arbitrators who are both AAA arbitrators located in North America and Court of Arbitration for Sport arbitrators (the "**List**"). The arbitrator selected by ISE shall be the chairman of the Panel. The AAA shall then provide the List to the Player, together with the name of the arbitrator selected by ISE. The Player shall have three (3) business days to select an arbitrator from the List. If no arbitrator is selected by the Player during the designated time period, the arbitration shall be heard by the single arbitrator selected by ISE. If the Player selects an arbitrator within the designated time period, then within three (3) business days from notification of the selection by the Player, the two selected arbitrators shall decide on a third, qualified arbitrator. If the two arbitrators do not select a third arbitrator within the designated time period, the AAA Regional Vice President, or similar position, who is assigned by AAA to administer the appeal shall select the third, qualified arbitrator within two (2) business days after the designated time period has expired. ISE and Player may also mutually agree to have the matter heard by a single arbitrator. The arbitrators shall be compensated at the hourly rate established by the Court of Arbitration for Sport in effect at the time the arbitrators are appointed.
- iii. *Timing and Location of Hearing.* The hearing shall take place within forty-five (45) days of the formation of the Panel unless exceptional circumstances warrant delay. The hearing shall be expedited at the request of either ISE or Player for good cause shown. The location of the hearing shall be determined by the chair of the Panel. All hearings shall be closed to the public.
- iv. *Hearing Rules.* In all hearings, the rules set forth in this Section 9(b) shall control:
 1. Discovery. No discovery shall be permitted, except that ISE shall produce the findings of the Investigation Unit.
 2. Burden and Standard of Proof. If the Covered Person appeals a Determination that a Violation has occurred, ISE shall have the burden of establishing by a balance of probability that the Violation occurred.



3. Admissibility of Evidence. Facts related to Violations may be established by any reliable means, including admissions, witness statements and documentary evidence.

4. Refusal to Participate. The Panel may draw an inference adverse to a Player if the Player refuses, after a request made a reasonable time in advance of the hearing, to appear at the hearing and to answer questions from the Panel.

5. Court Finding. The facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction which are not the subject of a pending appeal shall be irrebuttable evidence against the Player to whom the decision pertained unless the Player establishes that the decision violated principles of natural justice.

v. *Decision of Panel*. The Panel shall render its written decision within fifteen (15) days of the close of the evidence. That decision shall be final.

vi. *Costs and Expenses*. Each party shall bear its own costs and attorney's fees. The Panel shall direct the non-prevailing party to pay the costs and fees of the arbitrators and the administrative costs of the AAA.

d. ***Appeals by Other Covered Persons***.

i. *Appeals Official*. An appeal by a Covered Person who is not a Player will be heard by the President of ISE.

ii. *Submission of Materials*. Within fifteen (15) days of a Covered Person filing a Notice of Appeal, the Covered Person may submit to the Appeals Official any and all written evidence, documentation, affidavits, witness statements, legal memoranda and/or other materials relevant to the appeal.

iii. *Decision of Appeals Official*. As soon as practicable after considering the materials submitted and/or any hearing, the Appeals Official will give the Covered Person and ISE written notice of his or her decision to affirm, modify or reverse the Determination. The decision of the Appeals Official shall be final.

(10) Provisional Suspensions.

a. ***General***. ISE may impose a provisional suspension of a Covered Person at any time prior to a final Determination (including any time prior to the conclusion of a appeal) (a "**Provisional Suspension**") if the relevant representative of ISE, exercising his or her reasonable discretion, believes it is likely a Violation was committed and/or believes the integrity and/or reputation of ISE and/or the game of tennis would be undermined absent a Provisional Suspension. A



Provisional Suspension would consist, depending on the status of the Covered Person suspended, of a suspension of the right to compete or participate in CST Events, receive credentials to or access CST Events, volunteer for CST Events, or be employed by ISE.

- b. **Authority to Impose.** A Provisional Suspension may be imposed by (and only by) the President.
- c. **Effectiveness.** A Provisional Suspension will be effective upon the delivery of written notice from ISE to the relevant Covered Person. The period of a Provisional Suspension will be applied to any suspension included in a Determination.

(11) Disclosures of Information.

- a. **Required Public Disclosures.** ISE may publicly disclose any Determination of a Violation by a Player that includes a suspension or permanent ban from competition in CST Events (excluding any such suspension or ban arising from the failure to fulfill a sanction imposed for a prior Violation). Such disclosure will include, at a minimum, the name of the Player, the Violation and the sanctions imposed. The timing of such disclosure will be in ISE's discretion.
- b. **Other Disclosures.** ISE may disclose Determinations not covered in Section 11(a), Investigations, Disciplinary Procedures, Provisional Suspensions and other information relating to the Integrity Policy publicly or privately as deemed appropriate or necessary by ISE in its discretion, subject to Section 3(b). Without limitation, ISE may, as deemed appropriate or necessary by ISE in its discretion: (i) disclose information relating to the Integrity Policy to other governing bodies in tennis; (ii) disclose information relating to the Integrity Policy to law enforcement and governmental, regulatory and judicial authorities; (iii) correct any public record or account; and (iv) publish statistical information about the Integrity Policy.

(12) Mutual Recognition. ISE may, without conducting its own proceedings hereunder, recognize and give effect to integrity-related decisions and sanctions of current or prospective Covered Persons by other governing bodies in tennis, including any suspension (actual or provisional) or permanent ban of a Player by another governing body in tennis. Without limitation, ISE may deny entry to a CST Event by any player who is subject to an integrity-related investigation or disciplinary proceedings of another governing body in tennis.

(13) Miscellaneous.

(a) Governing Law. This Manual shall be governed in all respects (including matters concerning the arbitrability to disputes) by the laws of the State of California, without regard to conflicts of laws principles.



(b) Amendments. ISE may amend this Manual at any time. Any such amendment (unless otherwise agreed) shall bind existing Covered Persons only if set forth in an advance written notice thereof, effective as of the date set forth in such notice.

(c) Notices. All notices under this Manual shall be delivered: (i) if to ISE, at 1888 Century Park East, Suite 700, Los Angeles, CA 90067, Attention: Integrity Officer via a nationally recognized delivery service or to the Integrity Officer via hand delivery; and (ii) if to a Covered Person, at the last physical address on file with ISE via a nationally recognized delivery service, the last email address on file with ISE or by hand delivery. A notice will be deemed delivered under this Manual: (1) if delivered to a physical address, on the date of delivery confirmed by the nationally recognized delivery service; (2) if delivered to an email address, on the date of delivery; or (3) if delivered by hand, on the date of delivery.

(d) Severability. In the event any provision of this Manual is determined invalid or unenforceable, the remaining provisions will not be affected.

(e) Waiver. The failure of a party to enforce any right set forth in this Manual shall not constitute a waiver of such right nor bar the enforcement of any other right.

(f) Interpretation. The section headings used in this Manual are for reference only and shall not have any effect on the interpretation of this Manual. The use of “including” and similar words in this Manual are not words of limitation.

(14) Release. Each Covered Person hereby releases ISE, its affiliates and each of their respective directors, officers, members, employees, agents and representatives, including the Commission and Integrity Officer, 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 the Integrity Policy.

