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8.01 Tournament Obligations

A. Application Requirements

Each tournament agrees to comply with all provisions contained in the ATP Tour Tournament and ATP Challenger Tour Applications where applicable.

B. Ranking Based Entry

Each tournament agrees to accept entries of tennis players on the basis of the ATP Rankings and the ATP Doubles Rankings.

C. Other Circuit

Each ATP Tour tournament and ATP Challenger Tour tournament agrees to refrain from being advertised or promoted as part of any other circuit or series of tournaments, unless expressly authorized by ATP.

8.02 Tournament Standards Violations

No ATP Tour or ATP Challenger Tour tournament shall violate any provision of ATP's rules and regulations. Unless otherwise specified, a violation of this section shall subject the tournament to a fine up to $100,000.

A. On-Site

On-site violations may include, but are not limited to, tournament obligations specified in the current ATP Official Rulebook under sections titled ATP Circuit Regulations, Branding, Financial, Personnel and Facilities & On-Site Conditions.

B. Security at Tournaments

Each tournament has the responsibility to provide security at the tournament site. Tournaments must submit their security plan sixty (60) days in advance to the ATP Security Director.

C. Tournament Report

Each ATP Tour and ATP Challenger Tour tournament shall submit to ATP a report of the tournament and its affairs as requested by ATP.

D. On-Site Tennis Betting

No ATP Tour or ATP Challenger Tour tournament shall, directly or indirectly, solicit or facilitate any person to wager on tennis matches while at the tournament site. Allowing betting companies, directly or through a third party, to accept any tennis wagers (electronically or otherwise) at the tournament site or any tournament related event is prohibited.

E. Determination of Violation and Penalty

The EVP – Rules & Competition shall make a reasonable investigation to determine the facts regarding all tournament on-site offenses. Upon determining that a violation

has occurred, the EVP – Rules & Competition shall specify the fine and/or other punishment in written notice to the tournament. The tournament shall have the right to appeal such determination to the ATP President, or his designee, consistent with the procedures outlined in the Code.

F. Payment of Fines

Fines levied by the EVP – Rules & Competition for tournament on-site offenses shall be paid in accordance with the following:

1) ATP Tour and ATP Challenger Tour Tournaments. Each tournament shall promptly pay the fine to ATP.

2) The tournament may authorize ATP to withhold the amount of the fine from any monies owed the tournament by ATP.

3) If the monies owed to the tournament are insufficient to pay the fine, the tournament shall pay the balance within twenty-one (21) days after receiving written notice of the fine.

G. Procedures for Appeal

1) Any tournament in violation of a tournament on-site offense may, after paying all fines, appeal to the ATP President, or his designee, for review of a determination of guilt and the penalty assessed.

2) Such appeal shall be in accordance with the procedure specified in Section 8.03 F. 4.

8.03 Tournament Major Offenses

No ATP Tour or ATP Challenger Tour tournament shall violate any provision of ATP's rules and regulations contained below under the Tournament Major Offense section of the current ATP Official Rule Book. Unless otherwise specified, violation of this section shall subject the tournament to a fine up to $250,000, plus any additional financial penalties specified in other rules, and/or change in membership status, and/or forfeiture of all sums, if any, previously paid to ATP.

A. Conduct Contrary to the Integrity of the Game

The favorable reputation of ATP, its tournaments and players is a valuable asset and creates tangible benefits for all ATP members. Accordingly, it is an obligation for ATP Tour or ATP Challenger Tour tournaments, owner(s), promoter(s), operator(s) or representative(s) thereof, to refrain from engaging in conduct contrary to the integrity of the game of tennis. Conduct contrary to the integrity of the game shall include, but not be limited to, comments to the news media publicized comments that unreasonably attack or disparage any person or group of people, a tournament, sponsor, player, official or ATP.

Responsible expressions of legitimate disagreement with ATP policies are not prohibited. However, public comments that one of the stated persons above knows, or should reasonably know, will harm the reputation or financial best interests of a tournament, player, sponsor, official or ATP are expressly covered by this section.

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B. Aggravated Behavior

1) No ATP Tour or ATP Challenger Tour tournament, or any person who directly or indirectly has a controlling ownership interest therein or who is the Designated Representative (as defined in the ATP By-Laws) or Tournament Director or other employee or agent of an ATP Tour or ATP Challenger Tour tournament shall engage in aggravated behavior which is defined as follows:

a) One incident of behavior that is flagrant and particularly injurious to the success of the ATP or its members or is singularly egregious.

b) A series of two (2) or more violations of this Code in consecutive years which singularly do not constitute aggravated behavior, but when viewed together establish a pattern of conduct that is collectively egregious and is detrimental or injurious to ATP and/or its members.

C. Promotional Fees

1) ATP Tour 500 and ATP Tour 250 tournaments have the option to offer fees for promotional services. No other ATP Tour or ATP Challenger Tour tournament owner, operator, sponsor or agent is permitted to offer, give or pay money or anything of value, nor shall the tournament permit any other person or entity to offer, give or pay money or anything of value to a player, directly or indirectly, to influence or assure or entice a player's competing in a tournament or event within the tournament, other than prize money, unless authorized to do so by ATP.

2) In the event the President or Executive Vice President - Rules & Competition believes that a tournament may be violating this section, then upon demand, the tournament must furnish to the Executive Vice President - Rules & Competition or his agent access to and copies of all records to which it has access relating to such alleged prohibited compensation or, in the absence of such records, an affidavit setting forth the facts in detail with respect to any transaction under question by the Executive Vice President - Rules & Competition. In the event a tournament fails to provide such records or affidavit for such audit, it may be subject to a fine up to $100,000 and termination of membership, pending compliance with such demand.

3) Violation of this section shall subject the tournament to a fine up to $100,000 plus the amount or value of any such compensation, and termination of membership, and/or forfeiture of all sums, if any, previously paid to ATP.

D. Wagers and On-Site Tennis Betting

No ATP Tour or ATP Challenger Tour tournament, ATP member or any person who directly or indirectly has a controlling ownership interest therein or who is the Designated Representative (as defined in the ATP By-Laws) or Tournament Director or other employee or agent of an ATP Tour or ATP Challenger Tour tournament or ATP member (excluding employees or agents who do not have executive or material management authority) shall engage in any form of gambling or wagering in connection with any ATP Tour or ATP Challenger Tour tournament.

E. Wild Cards

No ATP Tour or ATP Challenger Tour tournament, or any person who directly or indirectly has a controlling ownership interest therein or who is the Designated Representative (as defined in the ATP By-Laws) or Tournament Director or other employee

or agent of an ATP Tour or ATP Challenger Tour tournament shall directly or indirectly, accept compensation in exchange for a wild card.

F. Investigation, Determination, Imposition and Review

1) The Executive Vice President - Rules & Competition shall investigate all facts concerning any alleged tournament violation of an ATP rule or regulation and shall provide written notice of such investigation to the tournament involved. The tournament shall be given at least five (5) days (excluding weekends) to provide to the Executive Vice President - Rules & Competition, directly or through counsel, such evidence as the tournament deems to be relevant to the investigation. The Executive Vice President - Rules & Competition shall conduct the investigation in consultation with the applicable ATP Regional EVP or VP.

2) Upon the completion of his investigation, the Executive Vice President – Rules & Competition shall determine the innocence or guilt of the tournament involved and, in the latter case, shall state in writing the facts as found by him, his conclusions and the penalty to be imposed on the tournament. A copy of the decision of the Executive Vice President - Rules & Competition shall be promptly delivered to the tournament with copies to the President and the applicable ATP Regional EVP or VP.

3) All fines shall be paid by the tournament by delivery to the Executive Vice President - Rules & Competition within twenty-one (21) days after receipt of written notice.

4) Any tournament found to have violated an ATP rule or regulation that results in a fine, may, after paying all fines, petition the President for discretionary review. This petition shall be in writing and must be filed with the President or Executive Vice President - Rules & Competition within twenty-one (21) days after notice of the determination and penalty is received by the tournament. (The Executive Vice President - Rules & Competition shall forward the review petition promptly to the President). Such petition shall state in detail the basis for the appeal. Within twenty-one (21) days after receipt of the petition, the President or his designee shall determine whether the appeal should proceed to a hearing or if a determination based upon the facts as presented is appropriate. If the President or his designee determines that the appeal should not proceed to a hearing, then the decision, upon notice to the tournament, becomes final. This decision may affirm, reverse or modify the decision of the Executive Vice President - Rules and Competition. If the President or his designee determines that the appeal should proceed to a hearing, he shall designate a date; time and place for the hearing of the appeal, and the President or his designee shall notify the tournament and the Executive Vice President - Rules & Competition. At the hearing, the tournament and the Executive Vice President - Rules & Competition shall present to the President or his designee, their respective positions on the facts. On the appeal, the President or his designee may affirm, reverse or modify the decision of the Executive Vice President - Rules & Competition. If the appeal is decided against the tournament, then the President or his designee shall charge to the tournament the reasonable costs of the appeal, which shall include, but not be limited to, the reasonable travel and living expenses incurred by all witnesses.

5) If the penalty imposed on the tournament includes a recommendation other than a fine, including a recommendation for loss or change in tournament membership status, that recommendation shall be reviewed by the ATP Board, which may

implement, modify or reject the recommendation of the Executive Vice President - Rules & Competition. The imposition of any non-fine penalty by the ATP Board shall be made in accordance with the By-laws.

6) Service of any document on a tournament as is required by this section shall be deemed completed if mailed to the Tournament Director at the address indicated in the tournament application or as subsequently revised by the tournament member. Any written communication to be sent to the ATP President or Executive Vice President - Rules & Competition should be addressed as follows, unless notice of change is subsequently published.

ATP President	OR	EVP - Rules & Competition
Palliser House		ATP Americas
Palliser Road		201 ATP Blvd
London W149EB		Ponte Vedra Beach, FL 32082, USA
Telephone: +44 207 381 7890		Telephone: +1 904 285 8000
Facsimile: +44 207 381 7895		Facsimile: +1 904 779 3300

7) ATP is authorized to obtain collection of all overdue fines along with costs, if any, by all reasonable means, including legal proceedings as may be deemed necessary and appropriate.

8.04 Player Code of Conduct ("Code")

A. Entry/Withdrawal Offenses

Entry Obligations. No player or team entered into the main draw or moved into the main draw as a direct acceptance of a tournament may withdraw after the entry and withdrawal deadline or not appear for first-round match(es) without penalty as described below. The Executive Vice President, Rules & Competition shall make such investigation as is reasonable to determine the facts regarding any such entry offense and, upon determining that a violation has occurred, shall specify the fine.

B. Fines

1) ATP Tour Tournaments

a) The provisions relating to assessment and payment of withdrawal, late withdrawal or punctuality fines for tournaments are separate from but in addition to the provisions of the player ATP commitment. The penalties are:

i) Singles

aa) ATP Tour 250 Only. Withdrawals occurring prior to the 12 noon, Eastern time, USA, Friday withdrawal deadline:

ATP Rankings (most recent)	Third (3rd) Offense	Fourth (4th) Offense	Fifth (5th) and Subsequent Offenses
1 - 10	$10,000	$20,000	$40,000
11 - 25	$5,000	$10,000	$20,000

26 - 50	$2,000	$4,000	$8,000
51-100	$1,000	$2,000	$4,000
101 +	$500	$1,000	$2,000

bb) ATP Tour Masters 1000, ATP Tour 500 & 250 events.
Withdrawals occurring after the 12 Noon, Eastern Time, USA, Friday withdrawal deadline (Late Withdrawals):

ATP Rankings (most recent)	First (1st) Offense	Second (2nd) Offense	Third (3rd)* and Subsequent Offenses
1 - 10	$20,000	$40,000	$80,000
11 - 25	$10,000	$20,000	$40,000
26 - 50	$4,000	$8,000	$16,000
51-100	$2,000	$4,000	$8,000
101 +	$1,000	$2,000	$4,000

*For purposes of determining 2nd, 3rd and Subsequent Offenses, only Late Withdrawals are counted.

ii) Doubles.

aa) If the withdrawal was after 12 noon, Eastern time, USA, Friday and prior to the onsite sign-in deadline then the fine is $1,000 per team member (doubled if team would have been seeded).

bb) If the withdrawal was after the on-site sign-in deadline then this is to be considered as a Late Withdrawal and the fine is $2,500 per team member (doubled if team would have been, or was, seeded).

iii) Doubles – Exceptions

aa) If both members of the team were on-site at the time of the withdrawal and the withdrawal was due to a medical condition, then neither player is subject to a fine.

bb) If the withdrawal was due to one or both members of the team being accepted into the main draw singles of another event, then neither player is subject to a fine.

b) Fines shall be doubled in the case of any player who would have been seeded, based on the most recent ATP Rankings.

c) **ATP Tour Masters 1000 or ATP Tour 500 Qualifying.** Third and subsequent withdrawals from the qualifying competition will be fined $250 or $500 if he would have been seeded based upon the most recent ATP Rankings.
ATP Tour 250 Qualifying. Third and subsequent withdrawals from the qualifying competition will be fined $250 or $500 if he would have been seeded based upon the most recent ATP Rankings.
All ATP Tour Qualifying events. If the player withdraws after the 12 noon Eastern time, USA, Friday deadline, or is a No Show, it is a Late Withdrawal and the fine shall be $1,000 (or $2,000 if seeded).

d) In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this section shall also constitute the player Major Offense of Aggravated Behavior.

2) **ATP Challenger Tour Tournaments**

a) The penalty for third and subsequent withdrawals is a fine of $250 for each offense and applies to singles and doubles. Fines shall be doubled in the case of any player who would have been seeded, based on the most recent ATP Rankings.

b) Any singles withdrawal occurring after 12 noon, Eastern Time, USA on Friday, shall be assessed a fine of $1,000 (or $2,000 if seeded). For doubles, after the doubles draw has been made, all non-medical withdrawals will be subject to a fine of $500 (or $1,000 if seeded).

C. Tournament Rebates

Tournaments shall receive a rebate from ATP when the following conditions have occurred:

1) **ATP Tour Masters 1000.** All fine amounts collected as a result of late withdrawals shall be returned to the tournament where the late withdrawal occurred.

2) **ATP Tour 500.** All fine amounts collected as a result of late withdrawals shall be returned to the tournament where the late withdrawal occurred.

3) **ATP Tour 250.** All fine amounts collected as a result of withdrawals or late withdrawals shall be returned to the tournament where the withdrawal or late withdrawal occurred.

4) **ATP Tour Qualifying**. All fine amounts collected as a result of withdrawals or late withdrawals shall be returned to the tournament where the withdrawal or late withdrawal occurred.

D. Withdrawal Penalties

1) **ATP Tour 500.** Any player withdrawing after the entry/withdrawal deadline shall have a ranking penalty assessed in accordance with procedures specified in the ranking section of this rule book. Players shall not have the ranking penalty assessed if they complete the requirements for “promotional activities”; are out of competition for 30 days; or the withdrawal complied with the requirements for an on-site withdrawal. Players may appeal withdrawal penalties to a Tribunal who will determine whether the penalties are affirmed or set aside.

2) **ATP Tour Masters 1000**. Any player withdrawing from the main draw shall have a ranking penalty assessed in accordance with procedures specified in the ranking section of this rule book and be suspended from a subsequent ATP Tour Masters 1000 event. This event shall be the event where the player earned the highest point total during the previous 12 months. Subsequent withdrawals will carry a second suspension from the next event where the player earned his second highest point total. Additional withdrawals will include further suspensions in the same manner. Players shall not have the suspension penalty assessed if they complete the requirements for “promotional activities” or the withdrawal complied with the requirements for an on-site withdrawal. Players may appeal suspension penalties to a Tribunal who will determine whether the penalties are affirmed or set aside (see sections J & K). Ranking penalties are automatic and cannot be appealed.

NOTE[1]: If there were no 1000 results, the suspension would be from the next Masters 1000 event he is accepted as a Direct Acceptance.

NOTE[2]: Players qualifying for a complete exemption from all ATP Tour Masters 1000 events, who withdrew from that event for any reason the previous year, do not need to submit an appeal to avoid the suspension penalty.

E. Retirement or Withdrawal Penalty (On-Site)

1) A player who, because of injury or illness, retires during a match or withdraws during the tournament week must submit to an on-site medical examination by the designated tournament Doctor. Any player who retires during a match must be examined by the tournament Doctor prior to the end of play on the day of the retirement. Failure to submit to such examination shall be a violation of this section and shall subject a player to a fine at ATP Tour tournaments of $10,000 ($2,500 for the qualifying competition) or at ATP Challenger Tour tournaments to a fine of $1,000, ($500 for the qualifying competition), or the amount of prize money won at the tournament, whichever is greater.

2) Following any on-site retirement or withdrawal, the Supervisor at the next tournament in which the players wants to play, may require the player to submit to an on-site examination by the designated tournament Doctor and receive authorization from the Supervisor before competing in any future ATP Tour and ATP Challenger Tour tournaments. The Supervisor's authorization shall be based on the following: the results of the on-site medical examination; a review of such results with one of ATP's medical services directors, if possible; and any other appropriate information.

3) Should a doubles match in an ATP Tour or ATP Challenger Tour event be uncontested* or fail to be completed, the losing team shall only receive points and prize money from the previous round unless one of the following exceptions is applicable:

- ***** A team withdrawing from the first round will not receive prize money whether there is or is not an alternate/lucky loser team. The exceptions do not apply.
- **a)** Neither player was in the singles main draw;
- **b)** Both players used, or could have used**, their doubles ranking for entry into the doubles draw (does not apply to wild card teams).
- **c)** The retiring/withdrawing player is still in the singles competition and at the time of the medical examination is declared unfit to play in the singles of that event or, if no longer involved in the singles competition of that event, is forced to withdraw from the singles or doubles*** of the next tournament in which he is entered.
  - **i)** For ATP Tour events if the retiring/withdrawing player was not in the singles draw of that event and is forced to withdraw from the next event in which he is entered (singles or doubles).
  - **ii)** For ATP Challenger events if the retiring/withdrawing player was not in the singles draw of that event and is forced to withdraw from the following week's event (single or doubles) after the withdrawal deadline.
- **d)** The retiring/withdrawing player was not involved in the singles draw of that event and:
  - **i)** For ATP Tour events is forced to withdraw from the next event in which he is entered (singles or doubles).
  - **ii)** For ATP Challenger events is forced to withdraw from the following week's event (singles or doubles***).
- **e)** The retiring/withdrawing player had withdrawn/retired from his singles match, which was scheduled the same day; or, if the doubles match is scheduled

for a following day the player is examined by the tournament Doctor and is declared unfit for competition in the doubles event.

** Example: Player A is not in the singles draw and his doubles ranking is 20; his partner, Player B, is in the singles draw with a ranking of 15. Player B's doubles ranking is 30. The cutoff for their method of entry is 60. Using player B's doubles ranking would have kept them as a direct acceptance so they qualify for exception b) above.

*** For ATP Challenger events the withdrawal for doubles must be after the withdrawal deadline.

No Medical? Big Mistake

Case: *A player retires from his singles match and leaves the tournament site without having been examined by the tournament Doctor. Later, it is discovered that the player has left the tournament city. What action does the Supervisor take?*

Decision: *Any player who fails to submit to an on-site examination by the tournament Doctor after retiring from a match shall be subjected to a fine of $10,000 ($1,000 for ATP Challenger Tour tournaments) or the amount of prize money won at the tournament, whichever is greater.*

F. Special Exempt/Wild Card Non-Appearance

A player who accepts a wild card or a special exempt pursuant to the procedures set forth under section 7.10, special exempts, shall appear for play. A violation of this section would be considered as a late withdrawal and be subject to the penalties set forth under late withdrawals.

G. Challenger Qualifying Non-Appearance

A player who was entered into the qualifying competition or accepts a wild card in qualifying, shall appear for play. A violation of this section shall result in a fine of $250 in addition to any other fines provided in the Code. Fines shall be doubled in the case of any player who would have been seeded.

H. Payment of Fines

The player shall pay all fines to ATP within ten (10) days after the notice of fine is provided to the player. All collected entry/withdrawal fine amounts, with the exception of Challenger fines, shall be returned to the event from which the fine was incurred.

I. Playing Another event

1) No player who has entered and been accepted into the main draw or qualifying of an ATP Tour or ATP Challenger Tour tournament shall play in any other tennis event during the period of such tournament, except if appropriately released by ATP. Once a player enters and is accepted into the main draw or qualifying of the singles or doubles competition, he is committed to that tournament for the week, unless released by the Executive Vice President - Rules & Competition or Supervisor. A violation of this section shall constitute the Major Offense of Aggravated Behavior.

2) A player who has entered and been accepted into the main draw of an ATP Tour or ATP Challenger Tour tournament shall be permitted to sign-in and compete in the doubles event of the same tournament if his withdrawal was for medical reasons and he is determined by the Supervisor, upon written medical advice, to be physically capable to compete on a professional level of play.

3) A player may receive permission from a Tournament Director of an ATP Tour 250 tournament to compete in a special event on the Monday of that tournament.

J. Repeal of Withdrawal Fines and/or Penalties

1) ATP Tour 250

a) Consecutive Withdrawals

i) Players with multiple consecutive withdrawals* who are out of competition for thirty (30) days or more due to injury will not be subject to a fine as long as verified and approved medical forms are provided.
Note: The count shall begin on the withdrawal deadline date; the date of the retirement; the date of the late withdrawal; or the date of the on-site withdrawal, whichever was chronologically first.

ii) A player must not compete in any other tennis event during those periods.

*Each consecutive withdrawal must be prior to 12 noon on Friday, before the tournament.

b) On-Site Medical Examination.
Players who withdraw after 12 noon Eastern Time, USA on Friday (or in the case of doubles, after the entry deadline) before a tournament shall not have the late withdrawal fine assessed if determined to be unfit to play that week if:

i) The player who is still competing in a tournament or Davis Cup* after the Friday 12 noon deadline is forced to withdraw/retire and is examined by that event's Doctor and determined to be unfit for the following week's tournament; or

ii) The player was on-site at the event when the withdrawal occurred and is determined to be unfit for play by that tournament's Doctor. Players who are examined by the on-site tournament Doctor shall receive tournament provided hotel rooms through the night of the examination.

***** A withdrawal from Davis Cup must be from a "live" match, for medical reasons.

c) Promotional Activities.
A player who was not on-site when the withdrawal/late withdrawal occurred but travels to the tournament within the first three (3) days of the main draw, unless otherwise determined by ATP, and participates in a reasonable amount of promotional activities over a two (2) day period, as determined by ATP, shall not have the applicable fines assessed. Players who travel to the event to complete their promotional activity requirement shall receive full hospitality from the day of arrival through the night following the completion of their promotional obligation.

d) Appeal.
The player may appeal the fine to the EVP-Rules and Competition as specified below under "Review of Penalties for Entry and Commitment Offenses".

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2) ATP Tour 500

a) Consecutive Withdrawals

i) Players with multiple consecutive withdrawals* who are out of competition for thirty (30) days or more due to injury will not be subject to a late withdrawal fine or a ranking penalty as long as verified and approved medical forms are provided.

Note: The count shall begin on the withdrawal deadline date; the date of the retirement; the date of the late withdrawal; or the date of the on-site withdrawal, whichever was chronologically first.

ii) A player must not compete in any other tennis event during those periods.

*Each consecutive withdrawal must be prior to 12 noon on Friday, before the tournament.

b) On-Site Medical Examination.

Players who withdraw after 12 noon Eastern Time, USA on Friday (or in the case of doubles, after the on-site entry deadline) before a tournament shall not have the late withdrawal fine or ranking penalty assessed if determined to be unfit to play that week if:

i) The player who is still competing in a tournament or Davis Cup* after the Friday 12 noon deadline is forced to withdraw/retire and is examined by that event's Doctor and determined to be unfit for the following week's tournament; or

ii) The player was on-site at the event when the withdrawal occurred and is determined to be unfit for play by that tournament's Doctor. Players who are examined by the on-site tournament Doctor shall receive tournament provided hotel rooms through the night of the examination.

***** A withdrawal from Davis Cup must be from a "live" match, for medical reasons.

c) Promotional Activities.

A player who was not on-site when the withdrawal/late withdrawal occurred but travels to the tournament within the first three (3) days of the main draw, unless otherwise determined by ATP, and participates in a reasonable amount of promotional activities over a two (2) day period, as determined by ATP, shall not have the applicable fine and ranking penalties assessed. Players who travel to the event to complete their promotional activity requirement shall receive full hospitality from the day of arrival through the night following the completion of their promotional obligation.

d) Appeal.

The player may appeal the fine and ranking penalty to the Appeals Tribunal as specified below under "Review of Penalties for Entry and Commitment Offenses". See also ATP Tour 500 - Ranking Penalty, page 214.

e) Replacement Event. A commitment player who has received a zero (0) point ranking penalty for withdrawing from an ATP Tour 500 event may replace the zero (0) point by playing an additional ATP Tour 500 event in that same calendar year for a total of four (4) played. The replacement tournament must be after the 500 withdrawal that has resulted in a ranking penalty. Only one (1) additional ATP Tour 500 event per year may be used to replace an ATP Tour 500 ranking penalty. See also ATP Tour 500 - Ranking Penalty, page 214.

3) ATP Tour Masters 1000

a) On-Site Medical Examination.

Players who withdraw after 12 noon Eastern Time, USA on Friday (or in the case of doubles, after the entry deadline) before a tournament shall not have

the late withdrawal fine and the suspension assessed if determined to be unfit to play that week if:

i) The player who is still competing in a tournament or Davis Cup* after the Friday 12 noon deadline is forced to withdraw/retire and is examined by that event's Doctor and determined to be unfit for the following week's tournament; or

ii) The player was on-site at the event when the withdrawal occurred and is determined to be unfit for play by that tournament's Doctor. Players who are examined by the on-site tournament Doctor shall receive tournament provided hotel rooms through the night of the examination.

***** A withdrawal from Davis Cup must be from a "live" match, for medical reasons.

b) Promotional Activities.

A player who was not on-site when the withdrawal/late withdrawal occurred but travels to the tournament within the first three (3) days of the main draw, unless otherwise determined by ATP, and participates in a reasonable amount of promotional activities over a two (2) day period, as determined by ATP, shall not have the applicable fine and suspension penalties assessed. Players who travel to the event to complete their promotional activity requirement shall receive full hospitality from the day of arrival through the night following the completion of their promotional obligation.

c) Appeal.

The player may appeal the fine and suspension to the Appeals Tribunal as specified below under "Review of Penalties for Entry and Commitment Offenses.

d) Exceptions.

The player will not have the suspension or ranking penalty assessed if he qualifies for a reduction in his 1000 commitment and he withdraws prior to the withdrawal deadline and he did not withdraw in any manner from the same event the previous year.

4) ATP Challenger Tour/ATP Qualifying

a) Consecutive Withdrawals

i) Players with multiple consecutive withdrawals* who are out of competition for 30 days or more due to injury will not be subject to a fine as long as verified and approved medical forms are provided.

ii) A player must not compete in any other tennis event during those periods. **Note:** The count shall begin on the withdrawal deadline date; the date of the retirement; the date of the late withdrawal; or the date of the on-site withdrawal, whichever was chronologically first.

*Each consecutive withdrawal must be prior to 12 noon on Friday, before the tournament.

b) On-Site Medical Examination.

Players who withdraw after 12 noon Eastern Time, USA on Friday (or in the case of doubles, after the entry deadline) before a tournament shall not have the late withdrawal fine assessed if determined to be unfit to play that week if:

i) The player who is still competing in a tournament or Davis Cup* after the Friday 12 noon deadline is forced to withdraw/retire and is examined by that event's Doctor and determined to be unfit for the following week's tournament; or

ii) The player is examined on-site, at the event from which he withdrew, and determined to be unfit for play by that tournament's Doctor during qualify-

ing or within the first three (3) days of the main draw for Challengers/ATP Tour Qualifying. Players who are examined by the on-site tournament Doctor shall receive tournament provided hotel rooms through the night of the examination.

* A withdrawal from Davis Cup must be from a "live" match, for medical reasons.

c) Appeal.

The player may appeal the fine to the EVP, Rules and Competition as specified below under "Review of Penalties for Entry and Commitment Offenses".

No Penalty After Retirement

Case: *A player is injured at an ATP Tour tournament and is forced to retire from his match. He is also unable to compete in the next week's tournament. The injury occurred after 12 noon, Friday, Eastern Time, USA. Must the player travel to the next tournament to be examined by that tournament's Doctor to avoid the appropriate penalties?*

Decision: *No. If the player is forced to retire after 12 noon, Friday, Eastern Time, USA, he may be examined by that tournament's Doctor.*

K. Review of Penalties for Entry and Commitment Offenses

Any player found to have committed an ATP Tour Masters 1000 or ATP Tour 500 entry or commitment offense may petition the Appeal Tribunal for discretionary review. ATP Tour 250, ATP Tour Qualifying and ATP Challenger Tour appeals shall be submitted to and determined by the ATP Executive Vice President – Rules and Competition. This written petition shall detail the basis for the appeal.

1) Deadline. The deadline for filing an appeal is as follows:

ATP Tour Masters 1000 - 6:00 PM Eastern USA on the Tuesday of the event week; except that:

Indian Wells shall be the first Friday of the tournament week; and
Miami shall be the first Thursday of the tournament week.

If the Tribunal requests additional information, the player will have 24 hours from receipt of this notice to submit the requested information.

ATP Tour 500 - 10 days from the Monday of the event week.

If the Tribunal requests additional information, the player will have 48 hours from receipt of this notice to submit the requested information.

ATP Tour 250/ATP Tour Qualifying/ATP Challenger Tour - 10 days from the Monday of the event week.

If the EVP - Rules and Competition requests additional information, the player will have 48 hours from receipt of this notice to submit the requested information.

Appeals must be submitted in writing to the Appeals Tribunal/EVP - Rules and Competition and received prior to the deadline. Send electronically via email or fax to:

Gayle David Bradshaw
Executive Vice President, Rules & Competition
201 ATP Tour Boulevard
Ponte Vedra Beach, Florida 32082 USA
Email: gdb@atptour.com
Facsimile: +1 904 779 3300

2) **Determination**. The Tribunal President/EVP Rules and Competition shall review the petition and make a determination within the following time period:

ATP Tour Masters 1000 - 12 Noon Eastern USA on the Friday* of the event week.

*For Indian Wells and Miami the determination shall be made by 12 Noon Eastern USA on the 2nd Friday of the event.

ATP Tour 500 - 20 days from the Monday of the event week.

ATP Tour 250/ATP Tour Qualifying/ATP Challenger Tour - 20 days from the Monday of the event week.

3) **Scope of determination.** The Tribunal's/EVP - Rules and Competition decision on each case is limited to the following:

ATP Tour Masters 1000
Suspension
Late Withdrawal Fine, if applicable.
ATP Tour 500
Ranking penalty
Late Withdrawal Fine, if applicable.
ATP Tour 250/ATP Tour Qualifying/ATP Challenger Tour
Withdrawal Fine
Late Withdrawal Fine

L. Tribunal.

The ATP Board of Directors and President shall nominate designees for the appeals tribunal as follows:

1) The three members of the board representing the players shall nominate a designee to serve a one (1) year term on the tribunal.

2) The three members of the board representing the tournaments shall nominate a designee to serve a one (1) year term on the tribunal.

3) The President of ATP shall nominate a designee to serve a one (1) year term on the tribunal.

4) Medical Advisor.

a) A person nominated by the medical services committee shall be present, if requested by the three (3) voting members of the Tribunal, at all tribunal meetings to offer advice and expert opinion on medical matters presented to the Tribunal.

b) The advisor has no vote in any appeal decisions.

M. On-Site Offenses/Procedures

The on-site offense provisions shall apply to every player during his participation in an ATP Tour or ATP Challenger Tour tournament. On-site includes tournament hotels, transportation, all tournament facilities and activities.

1) Dress and Equipment

Every player shall dress and present himself for play in a professional manner. Clean and customarily acceptable tennis attire as approved by ATP shall be worn. A player who violates this section may be ordered by the Chair Umpire or Supervisor to change his attire or equipment immediately. Failure of a player to comply with such order may result in an immediate default.

VIII. THE CODE

a) Identification/Visible

No visible identification shall be permitted on a player, his clothing, products or equipment on court during a match or at any press conference or tournament ceremony, except as follows:

i) ATP Definitions.

1. **Clothing Designs.** Clothing designs will not be interpreted as manufacturer's logos and such logos can be incorporated into the clothing design, provided they conform to the size and placement restrictions.
2. **Commercial Identification.** Corporate or product identification other than the manufacturer of the item, including social media usernames, hashtags, and URLs.
3. **Tennis Equipment Manufacturer.** The tennis equipment manufacturer is the entity that distributes, or offers for sale, tennis racquets, clothing, strings or shoes.
4. **Clothing Manufacturer.** Clothing manufacturer is the corporate or product identification, trademarks (regardless of registration status) or other recognizable names presented in the form of a logo or mark on the clothing product in question.
5. **Size Limitation.**
   - If a patch, the size is determined by the area of the actual patch. If a solid color patch is the same color as the clothing, then the size of the actual patch will be determined by the size of the logo identification, as described below.
   - If not a patch, the area of a logo or mark shall be determined by the circumference of a circle or the perimeter of a triangle or rectangle drawn around the logo or mark.

ii) Logo Usage. All logos or patches must be firmly attached at all points on the clothing or equipment. All commercial ID logos placed on the shirt front or collar must be embroidered or screen printed. All manufacturer logos must be embroidered, screen printed or otherwise professionally attached at all points.

1. **Bags, Towels or Other Items.** Standard logos of tennis equipment manufacturers on each item plus two (2) separate commercial identifications on one (1) bag, neither of which may exceed six (6) square inches (39 sq. cm.).
2. **Drink Containers.** Players are permitted to use drink containers on-court if they are of reasonable size and they contain no logo or writing of the drink manufacturer. ATP has designated three (3) beverage categories of drinks for purposes of this rule: bottled water, electrolyte or other drinks. The Supervisor may approve for use on-court a reasonably sized drink container that has a logo or writing, not to exceed four (4) square inches (26 sq. cm.) if:
   - The center court drink sponsor is the same as the player's drink container manufacturer, or;
   - The advertised center court drink sponsor(s) is not in the same beverage category as the player's drink container.
3. **Hat or Headband.** One (1) standard logo of a clothing manufacturer or a tennis equipment manufacturer and/or one (1) commercial identification, both of which may contain writing. Neither shall exceed four (4) square inches (26 sq. cm.).

Restrictions:

- The commercial logo must be located on the side of the hat / headband and worn so that it is positioned on the side of the head;
- No hat or headband, with or without logos, may be worn during the awards ceremony;
- Once a player has competed in the first match of his first event with a commercial brand logo on his hat/headband then he may not change commercial brands during that calendar year, unless approved by ATP.

  Note: Players shall include a clause in their contracts permitting them to opt out at the end of any year in the event ATP rules change to prohibit a commercial brand logo on the hat or headband in the manner described above.

4. **Wristband**. One (1) standard logo of a clothing manufacturer or tennis equipment manufacturer, which may contain writing, not to exceed four (4) square inches (26 sq. cm.)
5. **Racquet.** Standard logos of the manufacturer shall be permitted on racquets and strings.
6. **Shirt, Sweater or Jacket.**
   - **Front, Back and Collar.** Two (2) standard logo positions of the clothing manufacturer or commercial ID, neither of which exceeds six (6) square inches (39 sq. cm.), may be placed in any location (i.e. 2 on the front, or 1 on the front and 1 on the collar) or one (1) logo of the clothing manufacturer or commercial ID which may not exceed six (6) square inches (39 sq. cm.), may be placed on the front or collar and then an additional clothing manufacturer logo, not to exceed four (4) square inches (26 sq. cm.), may be placed on the back. Logos may contain writing. Once a player has competed in the first match of his first event with a commercial brand logo on the front, collar or headgear, he may not change brands during that calendar year, unless approved by ATP. No new commercial logo may be added to the shirt front for events following the US Open through the Nitto ATP Finals.

     Note: Players shall include a clause in their contracts permitting them to opt out at the end of any year in the event ATP rules change to prohibit a commercial brand logo on the front of a shirt, sweater or jacket in the manner described above.

     ATP Premier / Platinum Sponsor Patch. An additional commercial identification patch may be placed on the back of the shirt, below the collar, if part of the ATP Premier / Platinum sponsor patch program. This program is optional and is in addition to any manufacturer identification on the back of the shirt.
   - **Sleeves.** Two positions for commercial (i.e., non-clothing manufacturer) or manufacturer's identification for each sleeve, neither of which exceeds six (6) square inches (39 sq. cm). A maximum of two (2) logos may be placed within each 6 square inch (39 sq. cm.) position. Logos may contain writing.
   - **Sleeveless.** Two (2) logo positions of the clothing manufacturer or commercial ID none of which exceeds six (6) square inches (39 sq. cm.) may be placed on the front of the shirt. If no more than one (1) logo is placed on the front or collar of the shirt, then

one (1) manufacturer logo may be placed on the back of the shirt, not to exceed four (4) square inches (26 sq. cm).

- **Other**. A logo of the clothing manufacturer, without the name of the manufacturer or any other writing, may be placed once or repeatedly within an area not to exceed twelve (12) square inches (77.5 sq. cm.) in one of the following positions:
  - **a.** On each of the shirt sleeves, or
  - **b.** On the outer seams (sides of torso) of the shirt.

7. Shorts.

- **Front and Back.** Two (2) standard logos of the clothing manufacturer neither of which exceeds two (2) square inches (13 sq. cm.), may be placed on the front or back of the shorts; or two (2) standard logos of the clothing manufacturer neither of which exceeds four (4) square inches (26 sq. cm), may be placed as follows: one (1) logo on the front and one (1) logo on the back of the shorts. Logos may contain writing.
- Compression shorts and/or compression sleeves may contain two (2) standard logos of the clothing manufacturer which must not exceed two (2) square inches (13 sq. cm.) or one (1) standard logo of the clothing manufacturer which must not exceed four (4) square inches (26 sq. cm.).

8. Socks /Shoes. Standard logos of the manufacturer of the article may appear on each sock and each shoe.

Tattoo as Logo

Case: *A player arrives on court wearing an approved sleeveless shirt. The Chair Umpire notices that the player has a tattoo of the clothing manufacturer on his upper arm. If there is no issue with the size, is this allowed?*

Decision: *No. The rules for both clothing manufacturer and commercial I.D. logo placement clearly specify where these logos may be placed.*

iii) Restrictions /Government. Any commercial or other identification that violates applicable governmental and/or television regulations is prohibited.

iv) Restrictions/Other Tennis event. The identification by use of the name, emblem, logo, trademark, symbol or other description of any tennis circuit, series of tennis events, tennis exhibition or tournament other than the "ATP" is prohibited on all dress or equipment at any ATP Tour and ATP Challenger Tour tournaments, unless otherwise approved by ATP.

v) Restrictions /Timing. Once a player has competed in the first match of his first event with a commercial brand logo in either of the two locations (shirt front and/or hat/headband), he may not change brands during that calendar year, unless approved by ATP.

Note: Players shall include a clause in their contracts permitting them to opt out at the end of any year in the event ATP rules change to prohibit a commercial brand logo on the front of a shirt, sweater or jacket in the manner described above.

vi) Restrictions / General. Tobacco and companies associated with tennis gambling will be prohibited from any endorsements on player clothing. ATP reserves the right to prohibit any identification it deems not to be in the best interest of the game and/or ATP.

VIII. THE CODE

b) Shoes

i) General. Players are required to wear tennis shoes generally accepted as proper tennis attire. Shoes shall not cause damage to the court other than what is expected during the normal course of a match or practice. Damage to a court may be considered as physical or visible, which may include a shoe that leaves marks beyond what is considered acceptable. The Supervisor has the authority to determine that a shoe does not meet the criteria of "customarily acceptable" and may order the player to change.

ii) Clay Courts. Players are required to wear tennis shoes generally accepted for play on clay courts or granular surfaces. The Supervisor has the authority to determine that a tennis shoe's sole does not conform and can prohibit its use at any ATP Tour or ATP Challenger Tour tournament. Grass court shoes should not be worn during a match on clay courts.

iii) Grass Courts. In ATP Tour and ATP Challenger Tour tournaments played on grass courts, no shoes other than those with rubber soles, without heels, ribs, studs or covering, shall be worn by players.

aa) Special grass court shoes shall not be used without the express approval of ATP, based on the following specifications:

1) The pimples or studs on the base of the sole should be vertical from the outsole and shall have a maximum top diameter of three (3) millimeters and a minimum top diameter of two (2) millimeters. The maximum height of the pimples or studs shall be two (2) millimeters, from the base of the shoe. The hardness of any pimple or studs shall be between 55 and 60 based on a Shore "A" scale. The number of pimples per square inch shall be no less than 15 and no more than 28.

2) Shoes with pimples or studs around the outside of the toes shall not be permitted. The foxing / sidewall can be contoured only in the medial forefoot and medial toe area but only within the following restrictions. The contoured area may begin in the transition area between outsole and sidewall but can only go to a maximum of 1.5 cm up the sidewall. This contoured area must be flat (not textured or undulating) but can be stepped with no more than 5 steps each no more than 1 mm in depth.

3) Forefoot and heel areas may be separated but there should be no more than a 2 mm step in the outsole of the shoe.

- Approval of special grass court shoes should be received by ATP at least ninety (90) days in advance of the grass court tournament.

All shoes approved for play in 2008 shall continue to be approved.

c) Violations/Fines

Any player who violates this section and is not defaulted shall be subject to the following fines:

i) Commercial Identification. Violation of the provisions with respect to commercial identifications shall result in a fine of $2,000.

ii) Tennis Equipment Manufacturer's logo. Violation of the provisions with respect to standard logos of manufacturers shall result in a fine of $500.

iii) Other Tennis event. Violation of the provisions with respect to the name of an event other than the "ATP" shall result in a fine up to $5,000.

iv) Unacceptable Attire. Violation of the provisions with respect to unacceptable attire shall result in a fine up to $1,000.

VIII. THE CODE

2) Point Penalty Schedule

a) The Point Penalty Schedule to be used for Code Violations is as follows:

FIRST OFFENSE	WARNING
SECOND OFFENSE	POINT PENALTY
THIRD AND EACH SUBSEQUENT OFFENSE	GAME PENALTY

However, after the third Code Violation, the Supervisor shall determine whether each subsequent offense shall constitute a default.

b) In ATP Tour and ATP Challenger Tour tournaments and events, Code Violations shall be levied by the Chair Umpire for on-court offenses. In the event that the Chair Umpire fails to levy a code violation, then the Supervisor may order him to do so.

c) In doubles, code violations shall be assessed against the team.

3) Code Violations Not Witnessed By Chair Umpire

Occasionally, there are code violations by players that are not witnessed by the Chair Umpire. The Line Umpire should immediately approach the Chair Umpire and report the facts of the violation, during which time the Chair Umpire should turn off all microphones in the area of the chair. The Chair Umpire may ask the player to respond to such report; thereafter, the Chair Umpire must make a decision and he either dismisses the report or declares a code violation and assesses a penalty. If a code violation is assessed, then the Chair Umpire must announce such violation to the player, opponent and spectators. If in his opinion there was a code violation, but because of the time of discovery (another point has been played), it would be inappropriate to issue a Code Violation Warning, Point or Game Penalty, then he/she must notify the player that he/she will refer the matter to the Supervisor for action after the match. If a serious violation that may warrant an Immediate Default has been reported and acted upon no later than the end of the next changeover, the ATP Supervisor may be called to discuss an Immediate Default. The Supervisor may order the Chair Umpire to issue a code violation for a violation witnessed or not witnessed by the Chair Umpire.

Case 1: *A Line Umpire reports to the Chair Umpire an incident which occurred three (3) points earlier, may the Chair Umpire issue a Warning, Point or Game Penalty?*

Decision 1: *No, in this case a Code Violation may be issued only if the violation was reported immediately (before the next point is played).*

Case 2: *Same situation as Case 1 above except that the violation reported is a serious violation that may warrant an Immediate Default. May the Supervisor/Referee be called to discuss an Immediate Default?*

Decision 2: *Yes, as long as the violation has been reported and acted upon no later than the end of the next changeover. Once the first point of the game immediately following the changeover has been played then no Code Violation for an Immediate Default may be issued. The player may however be subject to a fine as determined by the Supervisor.*

4) Offenses

a) Ball Abuse

i) Players shall not violently, dangerously or with anger hit, kick or throw a tennis ball while on the grounds of the tournament site except in the

reasonable pursuit of a point during a match (including warm-up). For purposes of this rule, abuse of balls is defined as intentionally or recklessly hitting a ball out of the enclosure of the court, hitting a ball dangerously or recklessly within the court or hitting a ball with disregard of the consequences.

ii) Violation of this section shall subject a player to a fine of up to $350 for each violation. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule.

b) Racquet or Equipment Abuse

i) Players shall not violently, dangerously or with anger hit, kick or throw a racquet or other equipment within the precincts of the tournament site. For purposes of this rule, abuse of racquets or equipment is defined as intentionally, dangerously and violently destroying or damaging racquets or equipment or intentionally and violently hitting the net, court, umpire's chair or other fixture during a match out of anger or frustration.

ii) Violation of this section shall subject a player to a fine up to $500 for each violation. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule.

c) Physical Abuse

i) Players shall not at any time physically abuse any official, opponent, spectator or other person within the precincts of the tournament site. For purposes of this rule, physical abuse is the unauthorized touching of an official, opponent, and spectator or other person.

ii) Violation of this section shall subject a player to a fine up to $20,000 for each violation. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, the ATP Supervisor may refer the matter to the ATP EVP-Rules & Competition who shall conduct an investigation to determine whether the player Major Offense of Aggravated Behavior or Conduct Contrary to the Integrity of the Game has occurred. Prize money earned at that event shall be held by ATP until the ATP EVP-Rules & competition has concluded his investigation and made a determination.

d) Verbal Abuse

i) Players shall not at any time directly or indirectly verbally abuse an official, opponent, sponsor, spectator or any other person within the precincts of the tournament site. Verbal abuse is defined as any statement about an official, opponent, sponsor, spectator or any other person that implies dishonesty or is derogatory, insulting or otherwise abusive.

ii) Violation of this section shall subject a player to a fine up to $20,000 for each violation. In addition, if such violation occurs during a atch, the player shall be penalized in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, the ATP Supervisor may refer the matter to the ATP EVP-Rules & Competition who shall conduct an investigation to determine whether the player Major Offense of Aggravated Behavior or Conduct Contrary to the Integrity of the Game has occurred. Prize money earned at that event shall be held by ATP until the ATP EVP-Rules & competition has concluded his investigation and made a determination.

e) Audible Obscenity

i) A player shall not use an audible obscenity while on-site. Audible obscenity is defined as the use of words commonly known and understood to be profane and uttered clearly and loudly enough to be heard.

ii) Violation of this section shall subject a player to a fine up to $5,000 for each violation. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this section shall also constitute the player Major Offense of Aggravated Behavior.

f) Visible Obscenity

i) Players shall not make obscene gestures of any kind while on-site. Visible obscenity is defined as the making of signs by a player with hands and/or racquet or balls that commonly have an obscene meaning.

ii) Violation of this section shall subject a player to a fine up to $5,000 for each violation. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a singles violation of this section shall also constitute the player Major Offense of Aggravated Behavior.

g) Unsportsmanlike Conduct

i) Players shall at all times conduct themselves in a sportsmanlike manner and give due regard to the authority of officials and the rights of opponents, spectators and others. Unsportsmanlike conduct is defined as any misconduct by a player that is clearly abusive or detrimental to the success of a tournament, ATP and/or the Sport. In addition, unsportsmanlike conduct shall include, but not be limited to, the giving, making, issuing, authorizing or endorsing any public statement having, or designed to have, an effect prejudicial or detrimental to the best interest of the tournament and/or the officiating thereof.

ii) Violation of this section shall subject a player to a fine up to $20,000 for each violation. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, the ATP Supervisor may refer the matter to the ATP EVP-Rules & Competition who shall conduct an investigation to determine whether the player Major Offense of Aggravated Behavior or Conduct Contrary to the Integrity of the Game has occurred. Prize money earned at that event shall be held by ATP until the ATP EVP-Rules & competition has concluded his investigation and made a determination.

h) Best Efforts

i) A player shall use his best efforts during the match when competing in a tournament. Violation of this section shall subject a player to a fine up to $20,000 for each violation.

ii) For purposes of this rule, the Supervisor and/or the Chair Umpire shall have the authority to penalize a player in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, the ATP

Supervisor may refer the matter to the ATP EVP-Rules & Competition who shall conduct an investigation to determine whether the player Major Offense of Aggravated Behavior or Conduct Contrary to the Integrity of the Game has occurred. Prize money earned at that event shall be held by ATP until the ATP EVP-Rules & competition has concluded his investigation and made a determination.

i) Leaving the Court

i) A player shall not leave the court area during a match (including the warm-up) without the permission of the Chair Umpire or Supervisor.

ii) Violation of this section shall subject a player to a fine up to $3,000 for each violation. In addition the player may be defaulted and shall be subject to the additional penalties for failure to complete match.

j) Failure to Complete Match

i) A player must complete a match in progress unless he is reasonably unable to do so.

ii) Violation of this section shall subject a player to a fine up to $5,000. Violation of this section shall subject a player to immediate default and shall also constitute the Major Offense of Aggravated Behavior.

k) Ceremonies

i) All tournament finalists must attend and participate in the post-match ceremonies, unless he is physically unable to do so as determined by the tournament Doctor. This includes retirements and finals not played due to a walkover.

ii) Violation of this section shall subject a player to a fine up to $5,000.

l) Coaching and Coaches

i) Players shall not receive coaching during a tournament match. Communications of any kind, audible or visible, between a player and a coach may be construed as coaching. Coaches on-site are prohibited from:

aa) Using an audible obscenity or making obscene gestures of any kind.

bb) Abusing any official, opponent, spectator or other person, verbally or physically.

cc) Engaging in conduct contrary to the integrity of the game of tennis. Conduct contrary to the integrity of the game shall include, but not be limited to, comments to the news media that unreasonably attack or disparage a tournament, sponsor, player, official or ATP. Responsible expressions of legitimate disagreement with ATP policies are not prohibited. However, public comments that one of the stated persons above knows, or should reasonably know, will harm the reputation or financial best interest of a tournament, player, sponsor, official or ATP are expressly covered by this section.

ii) Violation of this section shall subject a player to a fine up to $5,000 for each violation. In addition, if such violation occurs during a match, the player shall be penalized in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, the Supervisor shall have the authority to relocate the position of a coach if there is reasonable belief that coaching is occurring or the Supervisor may order the coach to be removed from the match site or tournament site and upon his failure to comply with such order, may declare an immediate default of such player.

Electronic devices

Case: *May a player listen to an mp3 player or other device on a changeover?*

Decision: *A player is not allowed to use any electronic devices (e.g. CD players, mobile phones, etc.) during matches, unless approved by the Supervisor. (Tour Policy)*

m) Default

i) During the match. The Supervisor may default a player either for a single violation of the Code (immediate default) or as outlined in the Point Penalty Schedule.

ii) On-site. The Supervisor may withdraw a player from all events for a single violation of the Code occurring during the event but not during a player's match.

iii) In all cases of default, the Supervisor's decision shall be final and may not be appealed.

iv) Penalties:

aa) Any player who is defaulted shall lose all prize money (gross prize money to be paid to ATP), hotel accommodations and points earned for that event at that tournament.

bb) At the discretion of the Supervisor, the player may be withdrawn from all other events, if any, in that tournament.

cc) In addition, if the Executive Vice President - Rules & Competition determines that the default was particularly injurious to the success of the tournament or detrimental to the integrity of the sport, he may consider additional penalties (fines and/or suspensions).

v) The exception is when the offending incident involves:

aa) A violation of the punctuality or dress and equipment provisions set forth in the Code; or

bb) As a result of a medical condition; or

cc) A match ending on a delay penalty (Code Violation for Delay of Game) if the delay penalty was the result of a medical condition.

dd) A member of a doubles team did not cause any of the misconduct code violations that resulted in the team being defaulted.

vi) In doubles:

aa) A default assessed for violation of the Code shall be assessed against the team.

bb) The Supervisor will assess the default penalties against both players on the team, unless the provisions in 4 above apply.

cc) At the discretion of the Supervisor, one or both of the players may be withdrawn from all other events, if any, in that tournament.

dd) The partner of the player who caused the default shall receive points and prize money from the previous round.

Default - List Penalties

Case: *If a player is defaulted through the Code of Conduct for misconduct, what penalties result?*

Decision: *The player may be withdrawn from any other event he is entered in, as determined by the Supervisor; lose all points and gross prize money earned for the event where he was defaulted; and hotel accommodations, in addition to the fines that may be imposed for the code violations. If the player is removed from the other event as well, he will lose all points and prize money earned from both events, and hotel accommodations.*

n) Punctuality

Players shall be ready to play when their matches are called.

i) Any player not ready to play within ten (10) minutes after his match is called shall be fined $250.

ii) For televised matches with an announced "walk-on" time, players not ready to walk-on at the announced time may be issued a fine at the sole discretion of the ATP Supervisor. Normal fines may be in the range of $1,000-$5,000 but in extreme cases could be up to a maximum of $10,000.

iii) Any player not ready to play within fifteen (15) minutes after his match is called may be fined up to an additional $750 and shall be defaulted unless the Supervisor, after consideration of all relevant circumstances, elects not to declare a default. In such case, the Supervisor shall immediately inform the Executive Vice President - Rules & Competition. This section applies only to those players who are or have been on-site.

Late Transportation

Case: *The scheduled transportation is late to pick up players from the tournament hotel. A player is defaulted for punctuality and subsequently arrives on-site with tournament transportation. Should the default be rescinded and the match played?*

Decision: *The player is defaulted. Transportation is a service provided by the tournament; however, the player is responsible for arriving on time for his match.*

o) Continuous Play / Delay of Game

Following the expiration of the warm-up period, play shall be continuous and a player shall not unreasonably delay a match for any cause. A maximum of twenty-five (25) seconds shall elapse from the moment the ball goes out of play until the time the ball is struck for the next point. If such serve is a fault, then the second serve must be struck by the server without delay. The exception is at a ninety (90) second changeover or a one hundred twenty (120) set break. The procedures for enforcing this rule are as follows:

i) 25 Seconds Between Points.

aa) Start stopwatch when the player is ordered to play or when the ball goes out of play.

bb) Assess time violation or code violation if the ball is not struck for the next point within the twenty-five (25) seconds allowed. There is no time warning prior to the expiration of the twenty-five (25) seconds.

ii) Changeover (Ninety (90) Seconds) and Set Break (One Hundred and Twenty (120) Seconds).

aa) Start stopwatch the moment the ball goes out of play.

bb) Announce "Time" after sixty (60) / ninety (90) seconds have elapsed.

cc) Announce "15 Seconds" if one or both of the players are still at their chairs and/or have not started toward their playing positions after seventy-five (75) / one hundred and five (105) seconds have elapsed.

dd) Assess time violation or code violation (after medical time-out or treatment) if the ball is not struck for the next point within the ninety (90) / one hundred and twenty (120) seconds allowed provided there has been no interference which prevented the server from serving within that time.

NOTE: When requested by television, "Time" shall be announced after ninety (90) seconds for a changeover and one hundred twenty (120) seconds for a set break.

iii) Time Violations.

Violating a provision of this Section, as server or receiver, shall be penalized by a "Time Violation – Warning" and each subsequent violation shall be penalized as follows:

- **Server.** When serving the time violation shall result in a "fault".
- **Receiver.** When it is determined that the receiver is the cause of the time violation, then the receiver shall be penalized by the assessment of one (1) point penalty. The receiver must also play to the reasonable pace of the server. A Time Violation may be issued in this case prior to the expiration of twenty-five (25) seconds if the receiver's actions are delaying the reasonable pace of the server. Assess a code violation if the receiver is consistently or obviously delaying the server, thus employing "Unsportsmanlike Conduct".

Note: A second time violation occurs when a player who has received a prior warning as either the server or receiver is issued another time violation as either server or receiver. Example is Player A had received a warning for not serving within the 25 second limit; later, as receiver, Player A is deemed to not be playing to the reasonable pace of the server. This would be considered a second violation and a point penalty would be issued.

p) Media Conference

i) All players scheduled to play on televised courts will be required, if requested, to perform a pre-match TV interview on the day of the match (not to exceed 2 minutes in total). The interview may be conducted at either the player's practice court or as the players approach the court for walk-on as determined by the host and player's national broadcasters.

ii) All players who win during a televised match will be required to perform on court TV interviews, if requested, with the host and player's national broadcaster(s) for that match (not to exceed 5 minutes in total).

iii) All players will be required to perform post-match radio and TV news service interviews directly following the post-match press conference (not to exceed 10 minutes in total). If there is no post-match press conference, the interviews will need to take place within 30 minutes of the conclusion of their match.

iv) Unless injured and physically unable to appear, a player or team must be available post-match in the mixed zone or media conference area, as determined by ATP, after the conclusion of each match whether the player or team was the winner or loser. Post-match media obligations include two (2) interviews, with the host and player's national broadcasters. This rule shall also apply to matches won or lost as a result of a withdrawal or retirement.

v) Violation of this section shall subject a player to a fine in accordance with the following schedule:

Fine Schedule (based on most recent position in the ATP Rankings:

1 - 10	$20,000
11 - 25	$10,000
26 - 50	$5,000
51 - 100	$3,000

101 +	$1,000

Fines will be increased to the next higher level for any national player. Fines will double for each repeat offense within an ATP Circuit Year.

For ATP Challenger Tour events, a violation of this section shall result in a fine of $500.

q) Pre-Tournament Media Availability

All players will be required, if requested, to take part in media availability prior to their first match at each tournament.

r) ATP STARS Program Penalties

Players shall be required to participate in ATP sponsored activities at each ATP Tour tournament. Failure to participate in a scheduled activity due to non-appearance or tardiness shall be deemed a missed activity. Violation of this section shall subject a player to a fine as indicated below:

Fine Schedule (based on most recent position in the ATP Rankings:

1 - 10	$20,000
11 - 25	$10,000
26 - 50	$5,000
51 - 100	$3,000
101 +	$1,000

Fines will be increased to the next higher level for any national player. Fines will double for each repeat offense within an ATP Circuit Year.

s) Champion's Media Tour

Each winner of a Grand Slam or the Nitto ATP Finals, if requested, is obligated to participate in media tour as arranged by ATP during the days immediately following the finals of any such tournament. Players and their agents will be consulted with respect to the scope and substance of the activities to take place during the media tour to ensure that the player is comfortable with the proposed activities. ATP will cover all expenses incurred by a player while participating in the media tour.

t) Special Functions

Each player, if requested, is obligated to attend the ATP Awards Show and up to two (2) additional ATP sponsored/conducted special events. Players and their agents will be consulted in advance to ensure that attendance at any such event(s) will not substantially intrude upon the player's schedule. Players and their agents will also be consulted with respect to the scope and substance of the events to ensure that the player is comfortable with attending the event(s).

N. Determination of Violation and Penalty

1) The Supervisor shall make a reasonable investigation to determine the facts regarding all player on-site offenses. Upon determining that a violation has occurred, the Supervisor shall specify the fine and/or other punishment in written notice to the player. The Supervisor may limit the fines levied during qualifying competition as follows:

a) ATP Tour Tournament Qualifying Competition. A maximum of $500 for each violation.

b) ATP Challenger Tour Tournament Qualifying Competition. A maximum of $100 for each violation.

2) The Executive Vice President - Rules & Competition shall have the authority to investigate statements or actions made by a player that are not heard or seen by on-court officials by reviewing tapes of televised matches. After reviewing all facts and circumstances, the Executive Vice President - Rules & Competition may determine that a violation of the Code has occurred and shall specify the fine and/or other punishment. The player shall be given written notice of the violation and fine. The player shall have the right to appeal such determination to the ATP President, consistent with the procedures outlined in the Code.

O. Payment of Fines

Fines levied by the Supervisor for player on-site offenses shall be paid in accordance with the following:

1) **ATP Tour and ATP Challenger Tour Tournaments.** Each tournament shall deduct fines from the player's winnings, if any, and promptly pay the fine to ATP. In the event that the player's winnings are insufficient to pay the fine, the player shall pay the balance within twenty (20) days after the tournament to ATP.

P. Procedures for Appeal

1) Except for appeals of violations of the Stars Program, any player in violation of a player on-site offense may, after paying all fines, appeal to the Executive Vice President - Rules & Competition for review of a determination of guilt and the penalty assessed.

2) Any player found to have committed a player on-site offense may appeal such decision in writing to the Executive Vice President - Rules & Competition. Such appeal shall be lodged within ten (10) days of the on-site offense. The Executive Vice President - Rules & Competition shall review the Appeal within twenty-one (21) days and, if necessary, designate a date, time and place for a hearing. At the hearing, the player shall present to the Executive Vice President - Rules & Competition his respective positions on the facts. The Executive Vice President - Rules & Competition may affirm, reverse or modify the penalty initially imposed by the Supervisor.

Q. Appeal of Violations of STARS Program

1) All appeals concerning the ATP STARS Program shall be governed by the procedures in this section.

2) A player can file a written appeal with the Executive Vice President - Rules & Competition within ten (10) days after the player's receipt of notification of a violation of the Stars Program. As a condition to filing an appeal, the player must pay the fine prescribed in the Program for the violation.

3) Upon receipt of a timely written appeal, the Executive Vice President - Rules & Competition, or his designee, shall appoint a committee to hear and decide the appeal, and also shall appoint one of the committee members to act as the committee's chairman. ATP may provide reasonable compensation and reimbursement of expenses to committee members.

4) The committee shall convene a hearing to hear the appeal and shall render its written decision on the case as soon as practicable following the conclusion of the hearing. The decision shall be by majority of the committee members.

5) The procedure prior to and at the hearing shall be at the discretion of the committee chairman, including but not limited to the decision to conduct the hearing by telephone conference or in person. In establishing such procedures, the chairman shall take into account the amount of the fine involved and any other relevant considerations.

6) The committee shall not be bound by judicial rules governing the procedure or the admissibility of evidence, provided that the hearing is conducted in a fair manner with a reasonable opportunity for each party to submit evidence, address the committee and present his or its case.

7) In all appeals, ATP will appear and defend the finding of a violation, and shall have the burden of proving, by a preponderance of the evidence, that there has been a violation of the STARS Program.

8) The committee's decision shall be the full, final and complete disposition of the appeal and will be binding on all parties.

9) If the player's appeal is upheld, the Executive Vice President - Rules & Competition shall refund to the player the fine paid by the player in connection with this appeal.

R. Notice and Service

1) Any written communication to be sent to the ATP President or Executive Vice President - Rules & Competition should be addressed as follows, unless notice of change is subsequently published.

ATP President	**OR**	EVP - Rules & Competition
Palliser House		ATP Americas
Palliser Road		201 ATP Blvd
London W149EB		Ponte Vedra Beach, FL 32082, USA
Telephone: +44 207 381 7890		Telephone: +1 904 285 8000
Facsimile: +44 207 381 7895		Facsimile: +1 904 779 3300

2) Service. Service to a player of any notice or other document shall be deemed completed if mailed to the player at his home address or other address designated by the player.

8.05 Player Major Offenses/Procedures

A. Offenses

1) Aggravated Behavior

a) No player, their coaches, Physiotherapist, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any player ("Related Persons"), or any other person who receives accreditation at an Event at the request of the player or any other Related Person, at any ATP Tour or ATP Challenger Tour tournament shall engage in aggravated behavior which is defined as follows:

i) One or more incidents of behavior designated in this Code as constituting aggravated behavior.

ii) One incident of behavior that is flagrant and particularly injurious to the success of a tournament, or is singularly egregious, including the sale of credentials.

iii) A series of two (2) or more violations of this Code within a twelve (12) month period which singularly do not constitute aggravated behavior, but

when viewed together establish a pattern of conduct that is collectively egregious and is detrimental or injurious to ATP Tour or ATP Challenger Tour tournaments.

b) Violation of this section shall subject a player to a fine up to $25,000 or the amount of prize money won at the tournament, whichever is greater, and/or suspension from play in ATP Tour and ATP Challenger Tour tournaments or events for a minimum period of twenty-one (21) days and a maximum period of one (1) year. The suspension shall commence on the Monday after the expiration of the time within which an appeal may be filed, or, in the case of appeal, commencing on the Monday after a final decision on appeal. Violation of this Section by a Related Person may result in a maximum penalty of permanent revocation of accreditation and denial of access to all ATP Tour and ATP Challenger Tour Tournaments.

2) Conduct Contrary to the Integrity of the Game

The favorable reputation of ATP, its tournaments and players is a valuable asset and creates tangible benefits for all ATP members. Accordingly, it is an obligation for ATP players and Related Persons, to refrain from engaging in conduct contrary to the integrity of the game of tennis.

a) Conduct contrary to the integrity of the game shall include, but not be limited to, publicized comments that unreasonably attack or disparage any person or group of people, a tournament, sponsor, player, official or ATP. Responsible expressions of legitimate disagreement with ATP policies are not prohibited. However, public comments that one of the stated persons above knows, or should reasonably know, will harm the reputation or financial best interests of a tournament, player, sponsor, official or ATP are expressly covered by this section.

b) A player, or related person, that has at any time behaved in a manner severely damaging to the reputation of the sport may be deemed by virtue of such behavior to have engaged in conduct contrary to the integrity of the Game of Tennis and be in violation of this Section.

c) A player, or related person, convicted of a violation of a criminal or civil law of any jurisdiction may be deemed by virtue of such conviction to have engaged in conduct contrary to the integrity of the Game of Tennis.

d) A player, or related person, charged with a violation of a criminal or civil law of any jurisdiction may be deemed by virtue of such charge to have engaged in conduct contrary to the integrity of the Game of Tennis and the ATP Executive Vice President, Rules & Competition may provisionally suspend such player, or related person, from further participation in ATP tournaments pending a final determination of the criminal or civil proceeding.

e) Violation of this section shall subject the player to a fine of up to $100,000 and/or suspension from play in ATP Tour or ATP Challenger Tour tournaments for a period of up to three (3) years. Violation of this Section by a Related Person may result in a maximum penalty of permanent revocation of accreditation and denial of access to all ATP Tour and ATP Challenger Tour Tournaments.

3) Prohibited Promotional Fees

a) ATP Tour 500 and 250 tournaments have the option to offer fees for promotional services. No other ATP Tour or ATP Challenger Tour tournament owner, operator, sponsor or agent is permitted to offer, give or pay money or anything of value, nor shall the tournament permit any other person or entity to offer,

give or pay money or anything of value to a player, directly or indirectly, to influence or assure a player's competing in a tournament, other than prize money, unless authorized to do so by ATP.

b) Violation of this section shall subject the player to a fine up to $20,000 plus the amount of value of any such payment, and/or to suspensions from play in ATP Tour and ATP Challenger Tour tournaments for a period of up to three (3) years. The suspension shall begin on the Monday after the expiration of the time within which an appeal may be filed, or, in the case of appeal, commencing on the Monday after a final decision on appeal.

c) If the Executive Vice President - Rules & Competition believes that a player may be violating this section, then upon demand, the player or his agent, must furnish or provide access to the Executive Vice President - Rules & Competition copies of all records relating to their participation in or, in the absence of such records, an affidavit setting forth the facts with respect to any transaction in question. In the event a player fails to provide the records or affidavit, the Executive Vice President - Rules & Competition may suspend him from participation in ATP Tour and ATP Challenger Tour tournaments pending compliance with such demand.

B. Procedures

1) Determination and Penalty

The Executive Vice President - Rules & Competition shall conduct such investigation of an alleged player major offense as he, in his sole discretion, determines is appropriate and necessary. Upon completion of his investigation, the Administrator of Rules and Competition shall determine whether a player major offense has occurred and, if so, shall fix a penalty to be imposed. A copy of the decision setting forth such penalty shall be promptly delivered to the player.

2) Payment of Fines

The player shall pay all fines levied for player major offenses to ATP by delivery to the Executive Vice President - Rules & Competition within twenty-one (21) days after receiving written notice.

3) Appeal

Any player who has received a penalty for a player major offense may, after paying all monetary fines, appeal such determination by filing a written notice with the President within five (5) days (excluding weekends) of such player's receipt of notice of such determination. Upon receiving such notice of appeal, the President or his designee shall set a date and place for the hearing.

4) Hearing on Appeal

The President or his designee shall conduct the hearing on appeal in accordance with the following:

a) Burden of Proof. The Executive Vice President - Rules & Competition has the responsibility to prove the violation by a preponderance of the evidence.

b) Rules. The President or his designee must conduct the hearing in a fair and orderly manner with opportunity for each side to present its evidence as to the facts involved, and the player and his representative, if any, and the Executive Vice President - Rules & Competition are bound to cooperate fully to this end.

c) **Statement of Position**. The President or his designee may request the Executive Vice President - Rules & Competition and the player to state in writing their respective positions on the facts, the provision(s) of the Code allegedly violated and the penalty specified and file the same with the President or his designee at least three (3) days prior to the hearing, with a copy to each other.

d) **Presentation**. The Executive Vice President - Rules & Competition and the player may present evidence personally or through counsel. Each party shall have the right to present and to cross-examine witnesses, and to offer documentary evidence and testimony by affidavit or deposition. Except for purposes of rebuttal, documentary evidence and affidavits shall not be admissible unless a copy is submitted at least three (3) days prior to the hearing to the President or his designee and to the other party. Should objection be made to the introduction of an affidavit, the President or his designee may determine in his discretion that the interests of fairness require that the individual be produced to testify at the hearing, or alternatively, that such affidavit be excluded. In the case of the former, a reasonable continuance may be granted for production of such witness.

e) **Hearing.** The hearing shall be closed to the public. Once commenced, the hearing shall continue from day to day until concluded, unless the President or his designee allows otherwise. Postponements, adjournments or any form of delay shall be permitted only in the case of documented emergency and at the sole discretion of the President or his designee. Requests for postponement shall be submitted in writing to the President or his designee.

f) **Record.** Each party shall have the right to have the hearing recorded or transcribed at its expense.

g) **Interpreter-Legal Advisor.** The President or his designee may, at his discretion, make provisions for the presence of an interpreter and/or legal advisor for the hearing. The reasonable expenses of such interpreter or legal advisor shall be assumed by ATP pending the final decision of the President or his designee and the taxing of costs as is provided in the decision on appeal.

5) Decision on Appeal

As soon as practicable after the conclusion of the hearing on appeal, the President or his designee shall render a written decision, which decision shall constitute the full, final and complete disposition of the issue and will be binding upon the player and upon all members of ATP. The President or his designee may vacate, affirm or modify in whole or in part the penalty, but may not increase it. Notwithstanding the foregoing, the President or his designee may tax the losing party, whether ATP or the player, all reasonable costs of the Appeal, including, but not limited to, the expenses and charges of the interpreter, legal advisor and any adverse witness required upon objection to testify concerning facts originally presented by way of affidavit. If the costs are taxed against a player, then they must be paid by the player to ATP by delivery to the Executive Vice President - Rules & Competition within (10) days after receipt of the decision of the President or his designee.

C. Suspensions and Collection of Fines

1) Suspension - Weeks/Scope

Whenever any suspension is involved as a penalty for a violation of the Code, only weeks with ATP Tour or ATP Challenger Tour tournaments shall be included in the suspension period.

2) Stay of Suspensions Pending Appeal

Whenever a player is suspended by ATP and an appeal either of right or discretionary review is filed, then the suspension shall be stayed pending the resolution of the appeal.

3) Suspension for Non-Payment of Fines

If a fine is not paid in a timely fashion, ATP may suspend, pending payment, the party fined from further participation in any ATP Tour and ATP Challenger Tour tournament. In addition, ATP is authorized to collect all overdue fines along with costs, if any, by all reasonable means, including deduction of the fine from any subsequent winnings, or through legal proceedings. When a fine is deducted from prize money being paid in non-U.S. currency, the official ATP exchange rate shall be applicable to the payment of the fine, to the extent deducted.

8.06 Tennis Anti-Corruption Program

A. Introduction

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

B. Definitions

1) "AHO" refers to an Anti-Corruption Hearing Officer.

2) "ATP" refers to the ATP Tour, Inc.

3) "CAS" refers to the Court of Arbitration for Sport.

4) "Consideration" refers to anything of value except for money.

5) "Corruption Offense" refers to any violation of any provision of the Program by a Covered Person, including any offense described in Sections D., E. or F. of this Program.

6) "Covered Person" refers to any Player, Related Person, or Tournament Support Personnel.

7) "Decision" refers to a written decision of an AHO as described in Section G.4.b.

8) "Demand" refers to a demand for information issued by the TIU to any Covered Person.

9) "Event" refers to those professional tennis matches and other tennis competitions identified in Appendix 1.

10) "Governing Bodies" refers to the ATP, the ITF, the WTA and the GSB.

11) "GSB" refers to the Grand Slam Board.

12) "Hearing" refers to a hearing before an AHO in accordance with Section G of this Program.

13) "Information in the public domain" refers to information which has been published or is a matter of public record or can be readily acquired by an interested member

of the public and/or information which has been disclosed according to the rules or regulations governing a particular event.

14) "Inside Information" refers to information about the likely participation or likely performance of a Player in an Event such as information relating to the Player's health and/or fitness to play as well as information concerning the weather, court conditions, status, outcome or any other aspect of an Event which is known by a Covered Person and is not information in the public domain.

15) "ITF" refers to the International Tennis Federation.

16) "Notice" refers to written Notice sent by the PTIO to a Covered Person alleged to have committed a Corruption Offense.

17) "Participation" refers to playing in, coaching at, accessing, attending or in any way receiving accreditation for, any Sanctioned Event.

18) "Player" refers to any person who enters or participates in any Event.

A person shall continue to be a Player for the purposes of this Program until two years after the last Event at which they enter or participate in unless the Player notifies the appropriate Governing Body in writing that they have retired from professional tennis in which case they will cease to be a Player on the date of that notice.

19) "Program" refers to this Tennis Anti-Corruption Program.

20) "Provisional Suspension" refers to a period of ineligibility from Participation in Sanctioned Events imposed by an AHO at any time prior to the AHO's issuance of a written Decision containing sanctions as described in Section G.4.b.

21) "PTIO" refers to the Professional Tennis Integrity Officer appointed by each Governing Body.

22) "Related Person" refers to any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any Player, or any other person who receives accreditation at an Event at the request of the Player or any other Related Person.

A person shall continue to be a Related Person for the purposes of this Program until two years after the last Event at which the Related Person receives accreditation unless the Related Person notifies the appropriate Governing Body in writing that they are no longer receiving accreditation in which case they will cease to be a Related Person on the date of that notice.

23) "Sanctioned Events" refers to any tennis competition or event in any jurisdiction that is affiliated to, organized, controlled or otherwise sanctioned by any Governing Body.

24) "Substantial Assistance" refers to assistance given by a Covered Person to the PTIO or TIU that results in the discovery or establishing of a corruption offense by another Covered Person.

25) "TIB" refers to the Tennis Integrity Board.

26) "TIU" refers to the Tennis Integrity Unit.

27) "Tournament Support Personnel" refers to any tournament director, official, owner, operator, employee, agent, contractor or any similarly situated person and ATP, ITF and WTA staff providing services at any Event and any other person

who receives accreditation at an Event at the request of Tournament Support Personnel.

A person shall continue to be Tournament Support Personnel for the purposes of this Program until two years after the last Event at which the Tournament Support Personnel provides services or receives accreditation unless the Tournament Support Personnel notifies the appropriate Governing Body in writing that they are no longer providing services or receiving accreditation in which case they will cease to be Tournament Support Personnel on the date of that notice.

28) "Wager" refers to a wager of money or Consideration or any other form of financial speculation.

29) "WTA" refers to the WTA Tour, Inc.

C. Covered Players, Persons and Events

1) All Players, Related Persons, and Tournament Support Personnel shall be bound by and shall comply with all of the provisions of this Program and shall be deemed to accept all terms set out herein as well as the Tennis Integrity Unit Privacy Policy which can be found at www.tennisintegrityunit.com. They shall remain bound until such time as they are no longer a Covered Person.

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

3) The PTIOs shall be permitted to issue a Notice against any individual where they are no longer a Covered Person but were a Covered Person at the time of the events giving rise to the charges within the Notice. In those circumstances, the provisions of this Program shall apply to such individual.

4) It is the responsibility of each Player, Related Person and Tournament Support Personnel to acquaint himself or herself with all of the provisions of this Program. Further, each Player shall have a duty to inform Related Persons with whom they are connected of all the provisions of this Program and shall instruct Related Persons to comply with the Program.

D. Offenses

Commission of any offense set forth in Sections D, E or F of this Program or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.

1) Corruption Offenses.

a) No Covered Person shall, directly or indirectly, wager, conspire to wager or attempt to wager on the outcome or any other aspect of any Event or any other tennis competition.

b) No Covered Person shall, directly or indirectly, solicit, facilitate, or conspire to solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition. For the avoidance of doubt, to solicit or facilitate to wager shall include, but not be limited to: display of live tennis betting odds on a Covered Person's website; writing articles for a

tennis betting publication or website; conducting personal appearances for, or otherwise participating in any event run by, a tennis betting company or any other company or entity directly affiliated with a tennis betting company; promoting a tennis betting company to the general public through posts on social media; and appearing in commercial advertisements that encourage others to bet on tennis.

c) No Covered Person shall, directly or indirectly, solicit, accept, or conspire to solicit or accept any money, benefit or Consideration for the provision of an accreditation to an Event (i) for the purpose of facilitating a commission of a Corruption Offense; or (ii) which leads, directly or indirectly, to the commission of a Corruption Offense.

d) No Covered Person shall, directly or indirectly, contrive, attempt to contrive, agree to contrive, or conspire to contrive the outcome, or any other aspect, of any Event.

e) No Covered Person shall, directly or indirectly, solicit, facilitate, or conspire to solicit or facilitate any Player to not use his or her best efforts in any Event.

f) No Covered Person shall, directly or indirectly, solicit, receive, agree in the future to receive, or conspire to solicit, receive or agree in the future to receive any money, benefit or Consideration on the basis of not giving their best efforts in any Event and/or negatively influencing another Player's best efforts in any Event.

g) No Covered Person shall, directly or indirectly, offer, provide, or conspire to offer or provide any money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player's best efforts in any Event.

h) No Covered Person shall, directly or indirectly, solicit, accept, or conspire to solicit or accept any money, benefit or Consideration, for the provision of any Inside Information.

i) No Covered Person shall, directly or indirectly, offer, provide, or conspire to offer or provide any money, benefit or Consideration to any other Covered Person for the provision of any Inside Information.

j) No Covered Person shall, directly or indirectly, offer, provide, or conspire to offer or provide any money, benefit or Consideration to any Tournament Support Personnel in exchange for any information or benefit relating to a tournament.

k) No Covered Person shall, directly or indirectly, solicit, facilitate, or conspire to solicit or facilitate any other person to contrive, attempt to contrive or conspire to contrive the outcome or any other aspect of any Event.

l) No Covered Person shall, directly or indirectly, solicit, accept, or conspire to solicit or accept any money, benefit or Consideration for the provision of a wildcard to an Event.

m) No Covered Person may be employed or otherwise engaged by a company which accepts wagers on Events.

2) Reporting Obligation.

a) Players.

i) In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the TIU as soon as possible.

ii) In the event any Player knows or suspects that any other Covered Person or other individual has committed a Corruption Offense, it shall be the Player's obligation to report such knowledge or suspicion to the TIU as soon as possible.

iii) If any Player knows or suspects that any Covered Person has been involved in an incident described in Section D.2.b. below, a Player shall be obligated to report such knowledge or suspicion to the TIU as soon as possible.

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

b) Related Persons and Tournament Support Personnel.

i) In the event any Related Person or Tournament Support Person is approached by any person who offers or provides any type of money, benefit or Consideration to a Related Person or Tournament Support Person to (i) influence or attempt to influence the outcome of any aspect of any Event, or (ii) provide Inside Information, it shall be the Related Person's or Tournament Support Person's obligation to report such incident to the TIU as soon as possible.

ii) In the event any Related Person or Tournament Support Person knows or suspects that any Covered Person or other individual has committed a Corruption Offense, it shall be the Related Person's or Tournament Support Person's obligation to report such knowledge or suspicion to the TIU as soon as possible.

c) For the avoidance of doubt, a failure by any Covered Person to comply with (i) the reporting obligations set out in Section D. and/or (ii) the duty to cooperate under Section F.2. shall constitute a Corruption Offense for all purposes of the Program.

E. Additional Matters

1) Each Player shall be responsible for any Corruption Offense committed by any Covered Person if such Player either (i) had knowledge of a Corruption Offense and failed to report such knowledge pursuant to the reporting obligations set forth in Section D.2. above or (ii) assisted the commission of a Corruption Offense. In such event, the AHO shall have the right to impose sanctions on the Player to the same extent as if the Player had committed the Corruption Offense.

2) For a Corruption Offense to be committed, it is sufficient that an offer or solicitation was made, regardless of whether any money, benefit or Consideration was actually paid or received.

3) Evidence of a Player's lack of efforts or poor performance during an Event may be offered to support allegations that a Covered Person committed a Corruption Offense, but the absence of such evidence shall not preclude a Covered Person from being sanctioned for a Corruption Offense.

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

VIII. THE CODE

F. Investigation and Procedure

1) Anti-Corruption Hearing Officer.

a) The TIB shall appoint one or more independent AHOs, who shall be responsible for (i) determining whether Corruption Offenses have been committed, and (ii) fixing the sanctions for any Corruption Offense found to have been committed.

b) An AHO shall serve a term of two years, which may thereafter be renewed in the discretion of the TIB. If an AHO becomes unable to serve, a new AHO may be appointed for a full two-year term pursuant to this provision.

2) Investigations.

a) The TIU shall have the right to conduct an initial interview and follow-up interviews, if necessary as determined solely by the TIU, with any Covered Person in furtherance of investigating the possibility of a commission of a Corruption Offense.

i) The date and time of all interviews shall be determined by the TIU, giving reasonable allowances for Covered Persons' tournament and travel schedules.

ii) The Covered Person shall have the right to have counsel attend the interview(s).

iii) The interview shall be recorded. The recorded interviews shall be used for transcription and evidentiary purposes and thereafter shall be retained by the TIU for a minimum of 3 years in a secure place following the conclusion of any investigation or proceedings before an AHO, whichever is later.

iv) The Covered Person shall have the right to request an interpreter, and the cost shall be borne by the TIU.

v) Transcripts of the interview shall be provided to the Covered Person, upon request, within a reasonable period of time following the conclusion of the interview.

b) All Covered Persons must cooperate fully with investigations conducted by the TIU including giving evidence at hearings, if requested. After a Covered Person receives a TIU request for an initial interview or otherwise becomes aware of any TIU investigation involving the Covered Person, the Covered Person shall (i) preserve and not tamper with, damage, disable, destroy or otherwise alter any evidence (including any personal devices described in Section F.2.c.i.) or other information related to any Corruption Offense and (ii) not solicit, facilitate or advise any other person to fail to preserve, tamper with, damage, disable, destroy or otherwise alter any evidence or other information related to any Corruption Offense.

c) If the TIU believes that a Covered Person may have committed a Corruption Offense, the TIU may make a Demand to any Covered Person to furnish to the TIU any object or information regarding the alleged Corruption Offense, including, without limitation, (i) personal devices (including mobile telephone(s), tablets and/or laptop computers), (ii) access to any social media accounts and cloud storage held by the Covered Person (including provision of user names and passwords), (iii) hard copy or electronic records relating to the alleged Corruption Offense (including, without limitation, itemized telephone billing statements, text of SMS and What's App messages received and sent, banking statements, Internet service records), computers, tablets, hard drives and other electronic information storage devices, and (iv) a writ-

ten statement setting forth the facts and circumstances with respect to the alleged Corruption Offense. The Covered Person shall furnish such information immediately, where practical to do so, or within such other time as may be set by the TIU. Any information furnished to the TIU shall be (i) kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a Corruption Offense, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non-sporting laws or regulations and (ii) used solely for the purposes of the investigation and prosecution of a Corruption Offense.

d) By participating in any Event, or accepting accreditation at any Event, or by completing IPIN registration and/or player agreement forms a Covered Person contractually agrees to waive and forfeit any rights, defenses, and privileges provided by any law in any jurisdiction to withhold information or delay provision of information requested by the TIU or the AHO.

3) Provisional Suspension.

a) The PTIO may at any time make an application to an AHO for a Provisional Suspension of a Covered Person, including (i) before a Notice has been issued, (ii) before a Hearing or (iii) at any time after a Hearing but prior to the AHO's issuance of a written Decision. Except as provided in Section G.4.a (in which case a Provisional Suspension is mandatory), a Provisional Suspension may be imposed if the AHO is satisfied on the preponderance of the evidence that at least one of the conditions set out at (i) and (ii) below are met:

i) a Covered Person has (i) failed to comply with a Demand or (ii) delayed or obstructed, without reasonable justification, compliance with a Demand or purported to comply with a Demand through the provision of any object or information that has been tampered with, damaged, disabled or otherwise altered from its original state; or

ii) (i) there is a likelihood that the Covered Person has committed a Corruption Offense punishable by permanent ineligibility; (ii) in the absence of a Provisional Suspension, the integrity of tennis would be undermined; and (iii) the harm resulting from the absence of a Provisional Suspension outweighs the hardship of the Provisional Suspension on the Covered Person.

b) The Covered Person shall be notified within three business days that the PTIO have made an application for a Provisional Suspension and shall be given the opportunity to (i) agree to the imposition of the Provisional Suspension by the AHO or (ii) make written submissions in response to the application. There will be no right for a Covered Person to request a hearing. The AHO shall decide the appropriate procedure for determining the Provisional Suspension application, provided that any such determination takes place within three business days of the notification of the application to the AHO upon the Covered Person. The Covered Person shall be afforded a reasonable opportunity to present his/her case and supporting evidence.

c) The provisions of Section H regarding the effect of a sanction of a period of ineligibility shall apply to a Covered Person who is serving a Provisional Suspension. The Provisional Suspension shall take effect from the date on which the AHO's decision regarding the application for the Provisional Suspension is issued and shall remain in place until an AHO determines that the Provisional Suspension should be lifted.

d) In the event that the Provisional Suspension applied for under Section F.3.a.ii. is still in force 120 days after the AHO determined that a Provisional Suspension was appropriate, the Covered Person may apply to the AHO for the Provisional Suspension to be lifted. The provisions of Section F.3.b. and c. shall apply to any such application by the Covered Person.

e) In the event that an AHO imposes a Provisional Suspension against a Player under this Section F.3. whilst the Player is participating in an Event, that Player will be entitled to retain any ranking points and prize money that the Player has earned from participating in the Event in advance of the Provisional Suspension being imposed.

f) The TIU will publicly report the imposition of a Provisional Suspension. However, in cases involving a Covered Person (i) who is under the age of eighteen, (ii) where there is a significant threat to the life and/or safety of the Covered Person or any member of their family or (iii) who provided or is providing Substantial Assistance as described in Section H.6. the AHO shall direct that the imposition of a Provisional Suspension must not be published.

4) Referral to the AHO

At the conclusion of an investigation if the PTIO concludes that a Corruption Offense may have been committed, then the PTIO shall refer the matter to the AHO, and the matter shall proceed to a Hearing before the AHO in accordance with Section G of this Program.

5) Contact Requirements

Each Covered Person shall be determined to be immediately contactable at their current (i) postal address, (ii) personal mobile telephone or (iii) personal email address. A Notice or communication sent to any postal address, email address or mobile telephone number provided by the Covered Person to a Governing Body or directly to the TIU shall be deemed to have been sent to the Covered Person's current address or mobile telephone number. In each case it is the responsibility of the Covered Person to ensure that the relevant Governing Body has been provided with the necessary up to date contact details. Any Notice or other communication delivered hereunder to a Covered Person shall be deemed to have been received by the Covered Person (i) in the case of a postal address, on the date of delivery to such address in the confirmation of delivery provided by the relevant courier service company or (ii) in the case of a personal mobile telephone or personal email address, at the time the relevant communication was sent.

G) Due Process.

1) Commencement of Proceedings.

a) When the PTIO refers a matter to the AHO pursuant to Section F.4., the PTIO shall send a Notice to each Covered Person alleged to have committed a Corruption Offense, with a copy to the AHO, setting out the following:
- **i)** the Corruption Offense(s) alleged to have been committed, including the specific Section(s) of this Program alleged to have been infringed;
- **ii)** the facts upon which such allegations are based;
- **iii)** the potential sanctions prescribed under this Program for such Corruption Offense(s); and
- **iv)** the Covered Person's entitlement to have the matter determined by the AHO at a Hearing.

b) The Notice shall also specify that, if the Covered Person wishes to dispute the PTIO allegations, the Covered Person must submit a written request to the

AHO for a Hearing so that it is received as soon as possible, but in any event within fourteen business days of the date of the receipt of Notice as defined in Section F.5.

c) Two or more Covered Persons may be charged in the same Notice and the case shall proceed on a consolidated basis when:
- **i)** each Covered Person is charged with accountability for each Corruption Offense charged,
- **ii)** each Covered Person is charged with conspiracy and some of the Covered Persons are also charged with one or more Corruption Offenses alleged to have been committed in furtherance of the conspiracy, or
- **iii)** even if conspiracy is not charged and all Covered Persons are not charged with each Corruption Offense, the Notice alleged that the several Corruption Offenses charged were part of a common scheme or plan. Consolidated proceedings may be severed by the AHO for the fair and efficient management of the proceedings upon the request of a Covered Person seeking separate proceedings under Section G.1.i.

d) A Covered Person shall direct any response to a Notice to the AHO with a copy to the PTIO and may respond in one of the following ways:
- **i)** To admit the Corruption Offense and accede to the imposition of sanctions, in which case no hearing shall be conducted and the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) alleged in the Notice and ordering the imposition of sanctions, which shall be determined by the AHO after requesting and giving due consideration to a written submission from the PTIO on the recommended sanction.
- **ii)** To deny the Corruption Offense and to have the AHO determine at a Hearing conducted in accordance with Section G.2. (i) whether any Corruption Offense has been committed and (ii) any applicable sanctions.
- **iii)** To admit that he or she has committed the Corruption Offense(s) specified in the Notice, but to dispute and/or seek to mitigate the sanctions specified in the Notice. Either a request for a hearing or a written submission solely on the issue of the sanction must be submitted simultaneously with the Covered Person's response to the Notice. If a hearing is requested, it shall be conducted in accordance with Section G.2. If no hearing is requested, the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) specified in the Notice and ordering the imposition of sanctions, after giving due consideration to the Covered Person's written submission (if any) and any response submitted by the PTIO.

e) If the Covered Person fails to file a written request for a Hearing by the deadline set out in Section G.1.b., he or she shall be deemed:
- **i)** to have waived his or her entitlement to a Hearing;
- **ii)** to have admitted that he or she has committed the Corruption Offense(s) specified in the Notice;
- **iii)** to have acceded to the potential sanctions specified in the Notice; and
- **iv)** the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) alleged in the Notice and ordering the imposition of sanctions, (after requesting and giving due consideration to a written submission from the PTIO on the recommended sanction).

f) If, for any reason, the AHO is or becomes unwilling or unable to hear the case, then the AHO may request that the TIB appoint a substitute or successor AHO for such matter in accordance with Section F.1.

g) In the event a Covered Person requests a Hearing under Section G.1.d.ii or G.1.d.iii, thereafter, but no more than twenty business days after the date of the Notice or request for a Hearing is received, the AHO shall convene a meeting or telephone conference with the PTIO and/or its legal representatives (if any), the Covered Person to whom the Notice was sent and his or her legal representatives (if any), to take jurisdiction formally over the matter and to address any pre-Hearing issues. The non-attendance of the Covered Person or his or her representatives at the meeting, after proper notice of the meeting has been provided, shall not prevent the AHO from proceeding with the meeting in the absence of the Covered Person, whether or not any written submissions are made on behalf of the Covered Person. In the meeting or telephone conference the AHO shall:

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

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

aa) the PTIO and the Covered Person shall produce (i) any relevant documents or other materials upon which they intend to rely at the Hearing and (ii) any relevant documents or other materials requested by the other party where it is appropriate to do so;

bb) the PTIO and the Covered Person shall exchange any written evidence of any witness, signed with a statement of truth, together with copies of any exhibits that they intend to rely on at the Hearing;

cc) the PTIO shall submit a written brief with argument on all issues to be raised at the Hearing;

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

ee) the PTIO may submit a reply brief, responding to the answer brief of the Covered Person.

h) The PTIO and/or Covered Person may rely on any and all information and evidence gathered at any time prior to the filing of their written brief. After filing their written brief, additional information or evidence may only be relied on with the permission of the AHO, who, if permission is granted, shall ensure that the other party has a suitable opportunity to respond. The PTIO may at any time in the proceedings apply to the AHO for permission to amend the charges with which the Covered Person has been charged.

i) An AHO may at any time, on an application by a party for the fair and efficient management of the proceedings, order consolidation or separate proceedings under the Program if the AHO is satisfied that it is appropriate and in the interests of the fair and efficient management of proceedings to do so.

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

any issues in connection with, such additional investigation, he or she may do so by written submission to the AHO.

2. Conduct of Hearings.

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

b) The Covered Person shall have the right (i) to be present and to be heard at the Hearing and (ii) to be represented at the Hearing, at his or her expense, by legal counsel. The Covered Person may choose not to appear at the Hearing, but rather to provide a written submission for consideration by the AHO, in which case the AHO shall take such submission into account in making his or her Decision. However, the non-attendance of the Covered Person or his or her representative at the Hearing, after proper notice of the Hearing has been provided, shall not prevent the AHO from proceeding with the Hearing in his or her absence, whether or not any written submissions are made on his or her behalf.

c) The procedures followed at the Hearing shall be at the discretion of the AHO, provided that the Hearing shall be conducted in a fair manner with a reasonable opportunity for each party to present evidence, challenge the evidence of the other party through cross-examination, address the AHO and present his, her or its case. The written witness evidence submitted, including that of a Covered Person, shall stand as the evidence of that witness without the need for direct examination at the Hearing.

d) The PTIO shall make arrangements to have the Hearing recorded or transcribed at the PTIO expense. If requested by the Covered Person, the PTIO shall also arrange for an interpreter to attend the Hearing, at the PTIO's expense.

e) Witness testimony presented in person or by audio or video conference is acceptable.

f) The TIB members, the PTIOs and any employees of the TIU who are not witnesses shall be permitted to attend all hearings, in person or by audio or video conference.

3) Burdens and Standards of Proof.

a) The PTIO (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the PTIO have established the commission of the alleged Corruption Offense by a preponderance of the evidence.

b) Where this Program places the burden of proof upon the Covered Person alleged to have committed a Corruption Offense to rebut a presumption or establish facts or circumstances, the standard of proof shall be by a preponderance of the evidence.

c) The AHO shall not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.

4) Decisions.

a) Once the parties have made their submissions, the AHO shall determine whether a Corruption Offense has been committed. Where Section H of this Program specifies a range of possible sanctions for the Corruption Offense found to have been committed, the AHO shall also fix the sanction within that

range, after considering any submissions on the subject that the parties may wish to make. In the event that the Covered Person is found liable of one or more of the charges against them and sanction is not determined at the same time as the decision on liability, the AHO, either of the AHO's own volition or on an application by the PTIO, must impose a Provisional Suspension pending the final decision on sanction.

b) The AHO shall issue a Decision in writing as soon as possible after the conclusion of the Hearing but, in any event, the AHO shall aim to issue it no later than 21 days after the Hearing. Such Decision will be sent to the parties and shall set out and explain:

- i**)** the AHO's findings as to what Corruption Offenses, if any, have been committed;
- **ii)** the sanctions applicable, if any, as a result of such findings;
- **iii)** that any fine must be paid in full prior to applying for reinstatement;
- **iv)** for any period of ineligibility or suspension, the date on which the ineligibility or suspension ends; and
- **v)** the rights of appeal applicable pursuant to Section I of this Program.

c) The TIU shall pay all costs and expenses of the AHO and of staging the Hearing. The AHO shall not have the power to award costs or make any costs order against a Covered Person or the PTIO. Each party shall bear its own costs, legal, expert and otherwise.

d) Subject only to (i) Section F.3.d. and (ii) the rights of appeal under Section I., of this Program, the AHO's Decision shall be the full, final and complete disposition of the matter and will be binding on all parties.

e) Except in cases involving a Covered Person (i) who is under the age of eighteen, (ii) where there is a significant threat to the life and/or safety of the Covered Person or any member of their family or (iii) who provided or is providing Substantial Assistance as described in Section H.6., if the AHO determines that a Corruption Offense has been committed, the TIU will publicly report the Decision in full, subject to any necessary redaction of information that the PTIO considers to be confidential.

H. Sanctions

1) The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:

a) With respect to any Player, (i) a fine of up to $250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility from Participation in any Sanctioned Events for a period of up to three years unless permitted under Section H.1.c., and (iii) with respect to any violation of Section D.1., clauses (c)-(l) Section D.2. and Section F. ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility unless permitted under Section H.1.c.

b**)** With respect to any Related Person or Tournament Support Person, (i) a fine of up to $250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense; (ii) ineligibility from Participation in any Sanctioned Events for a period of not less than one year, and (iii) with respect to any violation of clauses (c)-(l) of Section D.1, ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility.

c) A Player who has been declared ineligible from Participation in a Sanctioned Event shall be permitted to receive accreditation or otherwise access a Sanctioned Event if invited to do so by any Governing Body for the purpose of any authorized anti-gambling or anti-corruption education or rehabilitation program organized or sanctioned by that Governing Body.

d) No Player who has been declared ineligible shall, during the period of ineligibility, be credited with any ranking points for any competition played during the period of ineligibility.

2) The TIU may report information regarding an investigation to the TIB and the PTIO at any time.

3) The TIB may report Corruption Offenses that also violate non-sporting laws and regulations to the competent administrative, professional or judicial authorities.

4) If any Covered Person commits a Corruption Offense under this Program during a period of ineligibility, it shall be treated as a separate Corruption Offense under this Program.

5) If a Covered Person breaches the terms of any sanction applied by an AHO under this Program or a sanction applied or upheld by CAS, the case shall be referred back to the AHO who imposed the original sanction, who may, at their discretion, impose an additional sanction. The AHO shall also determine whether further written submissions or a further Hearing are required.

6) Substantial Assistance. The AHO may reduce any period of ineligibility, either at the time of the original decision or subsequently (by reconvening), if the Covered Person has provided substantial assistance to the PTIO or the TIU that results in the discovery or establishing of a Corruption Offense by another Covered Person. Upon application by the Covered Person pursuant to this provision, the AHO shall establish an appropriate procedure for consideration of the application, including the opportunity for the Covered Person and the PTIO to make submissions regarding the application. The AHO has complete discretion in consideration of an application for reduction of a penalty under this provision.

I. Appeals

1) Any decision (i) that a Corruption Offense has been committed, (ii) that no Corruption Offense has been committed, (iii) imposing sanctions for a Corruption Offense (all three of which amount to a Decision under section G.4.b), or (iv) that the AHO lacks jurisdiction to rule on an alleged Corruption Offense or its sanctions, may be appealed exclusively to CAS in accordance with CAS's Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings, by either the Covered Person who is the subject of the decision being appealed, or the PTIO.

2) Any decision appealed to CAS shall remain in effect while under appeal unless CAS orders otherwise.

3) The deadline for filing an appeal with CAS shall be twenty business days from the date of receipt of the decision by the appealing party.

4) The decision of CAS shall be final, non-reviewable, non-appealable and enforceable. No claim, arbitration, lawsuit or litigation concerning the dispute shall be brought in any other court or tribunal.

VIII. THE CODE

J. Conditions of Reinstatement

1) Once a Covered Person's period of ineligibility or suspension has expired and the Covered Person has paid all fines and/or prize money forfeitures, the Covered Person will become automatically eligible and no application by the Covered Person for reinstatement will be necessary.

2) All fines and/or prize money forfeitures imposed on players hereunder must be paid within thirty (30) days following the later of the receipt of an AHO decision or, if appealed to CAS, the receipt of the CAS decision. If not paid within the prescribed timeframe, the player shall be ineligible for participation in any event organized or sanctioned by any Governing Body until such time as the fine and/or prize money forfeitures have been paid in full. The AHO and the PTIO shall have the discretion to establish an installment plan for payment of any fines and/or prize money forfeitures. For the avoidance of doubt, the schedule of payments pursuant to such plan may extend beyond any period of ineligibility; however, a default in payment under such plan shall automatically trigger a period of ineligibility until such default is cured.

K. General

1) Section headings within this Program are for the purpose of guidance only and do not form part of the Program itself. Nor do they inform or affect the language of the provisions to which they refer.

2) This Program shall be governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles.

3) In the event any provision of this Program is determined invalid or unenforceable, the remaining provisions shall not be affected. This Program shall not fail because any part of this Program is held invalid.

4) Except as otherwise stated herein, failure to exercise or enforce any right conferred by the Program shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

5) This Program is applicable prospectively to Corruption Offenses occurring on or after the date that this Program becomes effective. Corruption Offenses occurring before the effective date of this Program are governed by any applicable earlier version of this Program or any former rules of the Governing Bodies which were applicable on the date that such Corruption Offense occurred.

6) Notwithstanding the section above, the procedural aspects of the proceedings will be governed by the Program applicable at the time the Notice is sent to the Covered Person.

7) Except as otherwise agreed to by the parties, all filings, Decisions, Hearings and appeals shall be issued or conducted in English.

VIII. THE CODE

APPENDIX 1

Grand Slams Tournaments (Excluding the Junior Competition)	WTA Finals
Nitto ATP Finals	WTA Elite Trophy
Next Gen ATP Finals	WTA Premier & International Tournaments
ATP Masters 1000	WTA 125K Series
ATP Tour 500	ITF Pro Circuit Tournaments
ATP Tour 250	ITF World Tour Tournaments (Excluding Junior Tournaments)
ATP Challenger Tour	Hopman Cup
Davis Cup	Olympic Tennis Event
Fed Cup	Paralympics Tennis Event
	Wheelchair Tennis Events

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

8.07 Final Dispute Resolution

A. Any dispute between or among ATP, its Tournaments or its players (with the exception of any dispute relating to or arising out of a change in tournament class membership status) arising out of the application of any provision of this Rulebook which is not finally resolved by applicable provisions of the Rulebook shall be submitted exclusively to the Court of Arbitration for Sport ("CAS") for final and binding arbitration in accordance with CAS's Code of Sports-Related Arbitration. The decision of CAS in that arbitration shall be final, non-reviewable, non-appealable and enforceable. No claim, arbitration, lawsuit or litigation concerning the dispute shall be brought in any other court or tribunal. Any request for CAS arbitration shall be filed with CAS within 21 days of any action by ATP which is the subject of the dispute.

B. In the event any provision of this rule is determined invalid or unenforceable, the remaining provisions shall not be affected. This rule shall not fail because any part of the rule is held invalid.