

AMERICAN BOXING FEDERATION

RULES & REGULATIONS OF THE (ABF)

APPLICABILITY AND INTERPRETATION

Applicability and Interpretation of these Rules & Regulations. In all ABF-sanctioned championship and elimination contests, these Rules & Regulations, the ABF Championship Rules as promulgated by the ABF from time to time, and all other rules, regulations and rulings issued by the ABF shall apply, unless a written modification or an exception is issued by the ABF in its sole discretion on a case-by-case basis. The ABF shall have sole authority and discretion to interpret these Rules & Regulations. All actions and positions of the shall be interpreted solely in accordance with these Rules & Regulations, which for the limited purpose of interpreting these Rules & Regulations shall supersede and control any conflict or inconsistency with any enforceable national or local law, or with any applicable regulation of a boxing commission. Any reference in these Rules & Regulations to the masculine gender shall be taken to include the feminine gender, as applicable.

Interpretation of Rules and Power of ABF President to Act in the Best Interests of Boxing. As special and unique circumstances arise in the sport of boxing, not all of which can be anticipated and addressed specifically in these Rules & Regulations, the ABF President and Presidency, in consultation with the ABF Vice President and Director of Government Affairs, has full power and authority to interpret these Rules & Regulations, and to issue and apply such rulings as he shall in his sole discretion deem to be in the best interests of boxing.

President's Authority to Act with Subsequent Ratification. Under special circumstances, if the approval of the ABF is required under these Rules & Regulations for the ABF to take any action, but due to special circumstances it is not possible or practical to obtain such prior approval in a timely manner, the ABF President may take any necessary action, subject to the ratification of such action by the Vice President.

No Course of Dealing. As circumstances arising in the sport of boxing are unique to each matter, no decision of the ABF in its discretion shall constitute a precedent or establish a course of dealing upon which other parties may rely. The ABF shall retain the power and authority to issue rulings on a case-by-case basis in the exercise of its sole discretion.

All Parties Subject. By participating in any bout, promotion, or any other business dealings or activity involving the ABF's exclusive trademarks and other intellectual property, each champion, challenger, promoter, and all other parties are deemed to and expressly hereby agree to be subject to these Rules & Regulations and all rulings and interpretations hereof by the ABF.

GENERAL RULES APPLICABLE TO (%) CONTESTS

ABF Approval of Bouts

Approval of ABF Championship and Elimination Bouts.

No bout shall be considered as officially sanctioned by ABF until the promoter has received the written approval of the ABF President or Vice President, and complies fully with all terms and conditions of the ABF's sanctioning, including payment when directed by the ABF of all required fees and compliance with these Rules & Regulations and any applicable rulings.

ABF Discretion to Deny Sanction. The ABF reserves the right to deny its sanction of any bout, or to withdraw its sanction prior to a bout after it was initially granted, for cause as the ABF shall determine in its sole discretion. Such instances may include, but are not limited to, the following:

- (a) Noncompliance with ABF Rules & Regulations. The ABF may deny or withdraw its sanction of any contest to be held in a jurisdiction that does not recognize and accommodate to the ABF's satisfaction the ABF's legitimate interest in the conduct of ABF bouts, including these Rules & Regulations, implementation by the ABF of any of its programs or protocols (e.g., instant replay, electronic scoring, etc.), and the ABF's right to appoint and approve ring officials.
- (b) Violation of the ABF's Principles or Constitution. The ABF may deny or withdraw its sanction of any contest to be held in a jurisdiction that, by action or omission, violates the ABF's principles or Constitution.

The ABF may also deny a bout sanction to any bout involving a promoter whose actions might be detrimental to the ABF and boxing if the promoter acts in opposition to the ABF's expressed policies on safety and other measures to protect boxers, or for any other violations of the (%)'s Rules & Regulations, principles, or Constitution.

ABF's Right to Revoke Sanction after a Contest. The ABF reserves the right to revoke its sanction of any bout that had been previously sanctioned or which the ABF had agreed to sanction as a ABF contest under circumstances including, but not limited to, the following:

if all Rules & Regulations, Championship Rules, and rulings of the ABF are not complied with, I the result is that the decision in the contest is different from what it would have been if all of the ABF's Rules & Regulations, Championship Rules, standards, and rulings had been properly applied, as determined by the ABF in its sole and absolute discretion.

Under such circumstances, upon an affirmation vote of 2/3rd of the ABF President, Vice President and the Director of Government Affairs may revoke its sanction as a ABF contest. In either circumstance, whether the decision would have been different under the ABF's Rules & Regulations, Championship Rules, standards, and rulings is to be determined solely by the ABF in its sole discretion.

If the bout was a ABF title contest, the ABF's revocation shall result in the bout being deemed to have been or be a non-title bout. If the bout was a ABF elimination contest, the effect of the ABF's revocation shall be that neither boxer will gain any rights to a mandatory contest or final elimination bout, nor be eliminated from contention as a result. (The ABF may, in its discretion, consider the action and/or result of the bout in determining its ratings of the boxers.)

In such cases, the ruling of the ABF does not control the final determination of the local boxing commission regarding the decision in the contest. However, the decision of a local boxing commission shall never interfere with the power and authority of the ABF to grant or withhold sanctioning any contest as a ABF championship or elimination bout, or to recognize or withhold recognition of any boxer as a ABF Champion or Challenger.

If ABF sanctioning is revoked after a contest under this rule, the ABF will still have the right to collect, and/or retain all prior deposits or payments of, all applicable sanction fees, expenses, and any other forms of consideration provided for herein, as the promotion and the participants will have benefitted from the marketing and other value brought to the bout as a result of having been originally sanctioned by the ABF, and because the event was promoted using the ABF's exclusive and proprietary trademarks and other intellectual property and goodwill, including but not limited to commercial designations, trade names, trademarks and copyrighted materials.

Disputes between a Boxer and a Boxer's Representative. In the event of a dispute in which a manager, promoter, or other representative claims contractual rights with respect to a boxer, the ABF may order that the boxer may compete in the bout on the condition that a portion of the boxer's purse shall be withheld and deposited in escrow until the time that the dispute is resolved. In such cases the boxer must also agree in a manner satisfactory to the ABF to indemnify and hold the ABF harmless from any and all claims, demands, causes of action, and liabilities of any kind in any way related to the dispute.

Notifications When Bouts Ordered. Upon ordering a title or elimination bout, the ABF shall provide notification to the boxers or their representatives at their last known contact information registered with the ABF. It is the sole responsibility of each boxer and the boxer's representative(s) to provide the ABF Presidency with contact information specifically designated for all notices required under the ABF Constitution or these Rules & Regulations. The ABF is not and shall not be held liable for any result or outcome in any way related to the failure of a boxer or any boxer's representative to keep the ABF advised of their current contact information for such notices.

ABF Championship Belts

Belts Provided for Each Division. The ABF will award championship belts to the champions of each weight division. The promoter of any ABF championship is expressly obligated to pay for a new title belt in the event that a new champion is crowned.

Ownership of Belt. Once a boxer wins a ABF championship, the physical belt becomes his property; provided, however, that the ABF retains the exclusive worldwide rights, interest, title and ownership of any and all copyright, trademark, trade name, design patent and all other intellectual property rights in any way associated with the utility, appearance, design, or ownership of the ABF title belts and any symbol or copyrighted material appearing therein. The ABF shall have the right to prohibit a boxer's display of a ABF title belt at any time, including but not limited to circumstances that the ABF in its sole discretion deems inappropriate or that otherwise brings dishonor upon the ABF or the sport of boxing. By accepting the title belt and the benefits associated with its possession, all boxers and their representatives are deemed to and expressly hereby agree to be bound by and comply with the ABF Rules & Regulations and any rulings of the ABF concerning the display of the boxer's ABF title belt and with the ABF rights under governing trade name, copyright, trademark, design patent, and all other applicable intellectual property laws and regulations.

Champion Must Bring His Belt Into the Ring. A ABF champion must always bring, and wear or have prominently displayed, his championship belt when he enters the ring for every defense of his title. If he does not bring his championship belt to the ring, he will be subject to a fine and other disciplinary measures by the ABF. The champion must give the championship belt to the ABF Supervisor before the beginning of the bout, so that it may be awarded to the winner.

Presentation of Belt. At the end of each championship contest, the ABF Supervisor(s), the ABF President if present, and the president of the local commission and local federation shall go into the ring to present the belt to the champion on behalf of the ABF. The promoter of the contest is responsible to provide security, organize the ceremony for presentation of the championship belt, and require the boxers to reasonably assist so that such presentation can occur in an organized and efficient manner.

Subsequent Award of Belt to a New Champion. If a champion's title belt is presented to a new champion and an additional title belt is not available, following the presentation ceremony the new champion must immediately return the former champion's belt to the ABF Supervisor, who shall return the belt to the former champion. The ABF will later award a new title belt to the new champion.

CHAMPIONSHIP OBLIGATIONS

Timing of Defenses. The ABF's policy is to offer opportunities to boxers to compete for its titles, and thus the ABF seeks to prevent titles from being frozen due to inactivity by champions. Therefore, a ABF champion should strive to defend the title in mandatory or voluntary defenses at least three (3) times a year, unless a written exception or extension is granted by the ABF in its sole discretion. Therefore, a ABF champion should strive to defend his title at least every one hundred twenty (120) days unless otherwise permitted by the ABF in its sole discretion. Upon winning a title, a ABF champion must defend the title within 90 to 120 days or as otherwise ordered by the ABF, unless otherwise ordered or permitted by the ABF in its sole discretion.

Recognition Subject to Forfeit. A champion who does not defend his title within the periods set forth herein shall forfeit his title, unless the ABF in its sole discretion otherwise permits. Further, the ABF may also withdraw recognition of a mandatory or qualifying challenger for inactivity or failure to engage in any bout ordered by the ABF. A ABF champion may not compete for hold a championship of another organization unless permitted by the ABF in its sole discretion.

Voluntary Defenses. In order to fulfill their requirement to defend the title regularly in a timely manner, champions shall propose voluntary defenses against Qualified Challengers as defined above. No bout shall qualify as a voluntary defense other than as permitted by the ABF in accordance with these Rules & Regulations or any ABF rulings. Any bout (voluntary or mandatory) in which a ABF American Boxing Federation would compete for or defend a title or status other than his ABF Championship, even if the ABF title is also at stake, is not permitted absent special circumstances, and then only following a prior written request to and approval by the ABF, which in its sole discretion may approve, deny, or impose such terms and conditions as it may determine appropriate under the facts and circumstances on a case-by-case basis.

Mandatory Defense Obligations. All ABF champions shall make at least one (2) mandatory defense per year, unless an exception is granted by the ABF in its sole discretion. A champion may be required to make more than one mandatory defense per

year, if the ABF has designated more than one mandatory challenger for any reason. No bout shall be considered a mandatory defense unless expressly approved as mandatory by the ABF, and made exclusively against an official mandatory challenger designated by the ABF. A challenger who wins the title inherits the mandatory defense obligations of the champion he defeated, unless the ABF in its sole discretion otherwise directs.

Timing and Extensions of Mandatory Defense Obligations. The time periods for mandatory defenses stated in these Rules may be altered by the ABF in its sole discretion under special circumstances, including if a champion has defended the title in a voluntary defense against a contender the ABF may have deemed a mandatory challenger. No mandatory bout may be contested until such time as is required for a mandatory defense under these Rules & Regulations, including any extensions that may be granted by the ABF in its sole discretion.

Designation of Mandatory Challengers. The ABF shall always have the discretion to designate a mandatory challenger by:

- (a) ordering a final elimination bout of two qualified contenders;
- (b) designating a Qualified Challenger as the official mandatory challenger; or
- (c) ordering a unification bout with a champion of another organization recognized by the ABF.

For the avoidance of doubt, the highest rated (or the highest rated available) boxer in the ABF rankings is never, solely by virtue of such position, the official mandatory challenger. Notwithstanding anything to the contrary, including any communications attributed to the ABF, no boxer shall be considered as, or claim any privileges associated with, being a mandatory challenger unless (i) the boxer has been officially designated as such by the ABF President or the President's designated representative, and (ii) the ABF President, Vice president and the Director of government affairs has voted to authorize or ratify the designation of such boxer as mandatory challenger.

Immediate Rematch Policy. The ABF does not recognize immediate rematch clauses in bout agreements and will not sanction or authorize immediate rematches, unless it determines in its sole discretion, with the authorization of or ratification by two-third (2/3rd) of the President, Vice President and the Director of government affairs, that:

- (a) the conduct or result of the bout was controversial or irregular;
- (b) there is sufficient public demand; or
- (c) a direct rematch would otherwise be in the best interests of the division or boxing.

Withdrawal or Suspension of Recognition. The privilege, goodwill, trademarks, and other intellectual property associated with any ABF championship, the ABF belts, or ABF-sanctioned bout, and the ABF titles and designations, are each owned exclusively by the ABF. Therefore, the ABF may suspend or withdraw recognition of a boxer as a ABF champion, challenger, or contender, as it may determine in its sole discretion, for any reason justifying suspension or withdrawal, including but not limited to violation of the ABF Constitution or these Rules & Regulations, holding the title of or fighting for another

organization without the approval or sanction of the ABF, or conviction and imprisonment for a crime involving moral turpitude or any other serious moral offense.

Petition for Reconsideration. In the event that the ABF suspends or withdraws its recognition of a boxer as a champion or challenger under these Rules, such action will be deemed final, and the ABF may undertake any action to fill a vacant title or establish challengers as it may deem appropriate in its sole discretion, provided, however, that the affected party may request reconsideration.

Filling a Vacant Title. If a title becomes vacant for any reason, the President or Vice President may in its discretion authorize whatever steps or actions it deems necessary or appropriate to fill the title.

Conditions upon New Champion. The ABF may, as it in its sole discretion deems proper and necessary, impose conditions upon a new champion filling a vacant title, including but not limited to ordering the first defense of the title as a mandatory defense against a ABF designated challenger (who may be any Qualified Challenger or a challenger selected through a final elimination bout or a ABF-recognized tournament). Upon request, the ABF may in its discretion approve one or more voluntary defenses prior to ordering a mandatory defense.

Inactivity of a Champion. If a ABF Champion is or may become inactive in a manner that may prevent or unduly delay him from fulfilling his voluntary and mandatory defense obligations in the timeframe determined by the ABF on a case by case basis, based upon the unique facts and circumstances existing at that time in the division, the ABF may declare the championship vacant and order one or more bouts to fill the vacant title. Such inactivity may be either (i) a period of past and continuing inactivity or (ii) potential future inactivity that may prevent a champion from defending his title in a timely manner as required under these Rules.

The ABF may make such a determination based upon special circumstances, which may include, but not be limited to:

- (a) medical issues or injury;
- (b) legal issues or contractual impediments;
- (c) personal or family issues; or
- (d) other controversy or circumstances whether or not beyond the control of the boxer or the ABF.

It is the sole responsibility of a ABF Champion to notify the ABF in writing in a timely manner of any circumstances that may prevent him from complying with his title defense obligations. In the event that a champion fails to notify the ABF in a timely manner of such circumstances, the ABF may take appropriate actions including vacating the title or imposing other penalties.

Champion in Recess. In certain cases under the preceding Rule, the ABF may in its discretion designate a Champion as a “Champion in Recess”, such that upon the boxer’s return, he will qualify to box for the championship as an elite contender for the new champion, or as the returning champion. The ABF may order or permit a returning Champion in Recess to box directly for the title in a mandatory or voluntary contest, or to box one or more

Qualified Challengers in order to retain his status as Champion in Recess. A Champion in Recess may return as a mandatory challenger, but only upon the specific determination and written approval of such status by the ABF, which may approve or deny such request in its sole discretion.

Interim Championship Rule. In special circumstances, including when the ABF in its sole discretion declares a ABF champion temporarily unavailable to defend his title, the ABF may sanction a bout between Qualified Challengers for an interim championship, or otherwise recognize an interim champion in the division.

In its sole discretion, the ABF shall subsequently determine the timing and terms of any bout between a Champion and Interim Champion to determine a sole champion in the division, provided, however, that an Interim Champion shall never be deemed a mandatory challenger, or entitled to greater share of proceeds of any purse offer beyond that of a challenger, without a specific prior written order to that effect from the ABF President or his designee.

Round Restriction. Title bouts between boxers shall be six (6), eight (8) or ten (10) minutes in duration. Three (3) minutes for males and two (2) minutes for females each in duration. In order to ensure safety of all boxers, no ABF champion or challenger will be authorized to compete at any event with any bout of over twelve (12) rounds. Associated ABF titles may be competed at 12+ rounds or less, as ordered by the affiliated entity or committee, or by agreement between the ABF and the local commission.

MEDICAL AND ANTI-DOPING REGULATIONS

Medical Regulations

ABF-Medical Examinations. Each boxer is also deemed to have consented and, by accepting the benefits associated with their participation in the ABF, agrees to the disclosure to the ABF of all the medical information and test results so that the ABF may make a complete evaluation of all relevant facts, as well as the disclosure by the ABF to other authorities or to the public of any medical information relevant to the ABF's decision to approve or disapprove the boxer, or to impose disciplinary sanctions in doping matters.

Examination for Licensing. All boxers shall submit themselves to a complete medical examination as may be required to obtain their licenses by their respective boxing commissions or in any jurisdiction in which they will compete.

Responsibility of Local Commission for Enforcement. It shall be the sole responsibility of the boxing commission where a ABF contest will occur to promulgate, implement, and conduct any and all medical tests or examinations as are necessary to ensure the health, safety, and well-being of boxers, with the ABF having the option, at its own discretion, of providing its advice and consent.

Compliance Responsibilities. The responsibility for compliance with all medical requirements, standards, rules, and regulations rests with the boxers and their

representatives, trainers, managers, promoters, and with the boxing commissions where the boxers reside and/or where the contests may occur. Therefore, the ABF shall have no responsibility or liability whatsoever for any consequence resulting from non-compliance by any party with these medical rules, and shall be indemnified and held harmless by all parties.

Penalties for Failure to Comply. If a boxer fails to submit to any examination or test required by these rules or ordered by the ABF, the ABF may take such actions as it deems appropriate in its sole discretion with respect to boxers, trainers, managers, promoters, etc., including but not limited to imposing fines, suspensions, removal from the ratings, revocation of challenger status and opportunities, or vacating a title.

Examination Prior to Bouts Outside Boxer's Jurisdiction. For a boxer to travel outside his home boxing jurisdiction to participate in a ABF contest, his local boxing commission shall have sole responsibility to administer medical exams and/or tests and to certify his fitness to compete.

Weigh-Ins. The official weigh-in of the boxers shall occur no less than 24 hours but not more than 30 hours prior to a ABF bout due to the possible adverse results of dehydration and subsequent rehydration of boxers to make the required weight limit for a bout.

In the event that a boxer exceeds any weight limitation, the ABF may, for the safety of the boxer or his opponent, revoke or deny its sanction of the bout, in addition to any other disciplinary action as it shall deem appropriate in its discretion.

Medical Examination at Weigh-In. The local boxing commission has the responsibility to arrange for and conduct physical examinations prior to all ABF-sanctioned bouts at the weigh-in ceremony, which shall occur for all weight divisions including heavyweight. The exams shall include:

- blood pressure and heart rate; stethoscope examination of heart and lungs
- thorough examination of the eyes, ears, and throat
- tests for rombergism, reflexes, power, and coordination
- direct questioning about the use of any medicines or drugs, or any artificial means for weight reduction
- direct questioning about any recent medical symptoms, including headaches, visual disturbances, loss of concentration, general fatigue or other symptoms

The local commission medical panel and/or the ABF Supervisor(s) upon the advice of a licensed physician may arrange for the collection of blood and/or urine samples or any other exam if, in the pre-bout medical examination, signs of serious dehydration or drugs are detected or are suspected.

Post-Bout Examinations. The local ringside doctors should follow the contestants back to the dressing rooms or to the anti-doping test designated area, if any, to check that both boxers are in satisfactory condition or institute any treatment or make any recommendation that may be required. The doctor(s) shall issue a written report of the post-bout examinations.

Post Knockout Examinations. In order to protect the health and welfare of boxers, a boxer who has been knocked-out should undergo a medical examination as quickly as possible

after the bout. Such examinations should be conducted under the authority of local commission where the bout occurred, the boxer's local commission, or any medical authority approved by the ABF. The following examinations should be conducted on a boxer who suffers a knockout, technical knockout, or other circumstance in which the boxer has sustained extraordinary severity of blows in a bout or in training:

Medical Facilities. The local boxing commission is responsible to ensure that its medical staff has made arrangements for any injured boxer to be taken to a local hospital equipped with a trauma, accident, emergency, or neurosurgical unit, as well as a neurosurgeon on call. Further, the ABF recommends that at the boxing venue, the local boxing commission designate a room set aside for medical purposes only, which should be adequately lit, have an examination table, hot and cold running water, and a treatment trolley, and that the chief doctor and the promoter of the program be responsible for ensuring this on-site medical room has been designated and equipped to provide for an emergency.

Anti-Doping Testing

Doping in Boxers. Boxers rated or participating in any contest sanctioned by the ABF should not take, ingest, or have administered to him any substance, medicine, or drug, or engage in any artificial procedures such as blood doping transfusions, to or that may enhance or reduce the boxer's performance in the ring.

All Drugs and Procedures To Be Reported. If a boxer is taking any form of medication or other drug or substance, or has any oral, intravenous or other procedure prior to a ABF contest, he and his representatives shall report that fact immediately, but not later than the rules meeting for the bout, to the ABF, the local commission, and the attending doctors.

Competition Testing; Responsibilities of Local Commissions. In any jurisdiction in which the local commission performs anti-doping testing immediately after or before a ABF contest ("Competition Testing"), it shall be the sole and exclusive responsibility and obligation of the local commission, not the ABF, to arrange for such anti-doping testing, including hiring an outside qualified laboratory or arranging for a doctor(s), laboratory technician(s), or other qualified official(s) to collect the necessary samples, maintain the appropriate chain of custody and control over the samples to prevent errors or tampering, and conduct any and all such anti-doping testing. However, the ABF reserves the right to implement its own Competition Testing in addition to or in conjunction with such local commission testing.

In circumstances relating to a local commission's own testing protocol, however, as the ultimate responsibility for coordinating, ordering, administering, and providing such Competition Testing results fall upon other parties and not upon the ABF, under no circumstances shall the ABF or any of its agents or representatives be responsible or liable in any way for compliance with, administration of, or any actions or omissions in any way related to such local commission Competition Testing.

Competition Testing by Local Commissions. The ABF may in its discretion accept Competition Testing by local commissions that is substantially in accordance with these guidelines, and may recognize suspensions or other penalties for Competition Testing

violations imposed by local commissions.

Failure to Submit to Local Commission Competition Testing. If a boxer, after receiving a local commission's request, fails or refuses to submit to anti-doping testing being performed by the applicable local commission, he may be disqualified, fined, or suspended as the ABF may determine in its discretion.

Prohibited Substances and Procedures. No boxer should take substances or undertake procedures that may unfairly improve his performance, affect the conduct or outcome of the contest, or threaten the safety of either boxer. The ABF may from time to time promulgate or recognize categories and lists of prohibited drugs (and may specify prohibited or acceptable concentration levels thereof) and procedures, including, but not be limited to, the following:

(a) Classes of Prohibited Substances:

- stimulants (amphetamine, fencamfamine, cocaine, etc.)
- diuretics (furosemide, thiazide, etc.)
- steroids or other performance enhancing drugs as may be prohibited by the ABF
- narcotic analgesics (heroin, morphine, etc.)
- sedative hypnotics (barbiturates, phenobarbital, secobarbital, etc.)
- hallucinogens (LSD, mescaline, etc.)

(b) Banned Procedures:

- infusions of blood, red blood cells, or plasma expanders
- alterations in the integrity and validity of urine (substitution of urine provided in testing or the use of masking agents such as probenecid)

For the avoidance of doubt, since issues may arise as to whether or not: (i) a boxer's exposure to prohibited substances was intentional; (ii) such substance(s) provided the boxer with an advantage; (iii) the testing procedure was reliable; (iv) other factors should be considered; therefore the ABF does not employ or adhere to a "strict liability" standard in anti-doping matters. In each case, the ABF may in its discretion consider all factors in making a determination regarding responsibility, relative fault, and penalties, if any.

Sanctions for Anti-Doping Violations. A boxer who has been found to have tested positive for banned substances or otherwise found to have engaged in prohibited procedures under these rules shall be subject to such penalties or treatment as the ABF may determine appropriate in its sole discretion. Such measures may include but are not limited to disqualification in the contest, a fine up to the amount of the boxer's purse, imposition of medical treatment and further testing or investigation, suspension and removal from the ratings of up to one (1) year, and vacating the boxer's status as a champion or challenger.

Vacating of Status. In addition to any other measures that may be imposed in accordance with the preceding rule, the ABF may, but is never required to, vacate a boxer's status for violations of these anti-doping guidelines in ABF title and elimination contests as follows:

- (a) In a title bout, if the champion retains his title and is later found to have violated these anti-doping guidelines, the ABF may declare the title vacant. The ABF may then order any bout(s) or take such other action to fill the vacant title as it may determine in its sole discretion.

- (b) In a title bout, if the challenger wins and is later found to have violated these anti-doping guidelines, the ABF may declare the title vacant. The ABF may then order any bout(s) or take such other action to fill the vacant title as it may determine in its sole discretion.
- (c) In a title bout, if the challenger loses and is later found to have violated these anti-doping guidelines, the ABF may suspend the boxer for up to one (1) year from any ABF bout and from the ABF ratings.
- (d) In a title bout, if both boxers are later found to have violated these anti-doping guidelines, the ABF may declare the title vacant and order any bout(s) to fill the vacant title in its discretion, and the ABF may suspend either boxer for up to one (1) year from any ABF bout and from the ABF ratings.
- (e) In an elimination contest, if the winner is later found to have violated these anti-doping guidelines, the ABF may remove the boxer's status as a challenger and order any other contest(s) at its discretion to select a mandatory challenger or take such other action as it may determine in its sole discretion.

CLAIM & APPEAL PROCEDURES: DISCIPLINARY RULES

Claim & Appeal Procedures

Exclusivity of Remedies. Any boxer, promoter, manager, or other person or entity that participates in the activities or events of the ABF, does business with the ABF, or who claim any right or privilege arising from the ABF Constitution or these Rules & Regulations, agrees that their sole and exclusive remedies are the administrative remedies and the dispute resolution procedures provided for herein.

Administrative Remedies. Any grievance, claim, complaint, or protest against the ABF, or any controversy, appeal, or dispute concerning the ABF or any ABF contest, ruling, order, or action, or arising under the ABF Constitution, these Rules & Regulations, or any ABF ruling must first be presented to the ABF in writing, in which the claimant must clearly state that they are submitting the claim under the ABF's claim and appeal procedures.

To be recognized and valid, any such grievance, claim, complaint, or protest must be submitted to the ABF President in writing by the aggrieved party or his authorized representative within fifteen (15) calendar days after the claim first arose. Each such claim, complaint, or protest must also be accompanied by a non-refundable fee of \$2,500.00 to cover the initial costs and expenses of the ABF relating to the processing of any such grievance, claim, complaint, or protest. The ABF may in its sole discretion grant a waiver of all or a portion of such fee, but no such waiver shall apply unless it is granted in writing by the ABF and received by the protesting party. In the event of substantial additional costs relating to the controversy, including but not limited to attorney's fees or related costs and expenses, the ABF is also entitled to reimbursement from the petitioning party of all such additional related costs and expenses. Failure to comply with the filing requirements set forth herein shall result in the grievance, claim, complaint or protest being deemed invalid, and render the matter closed and no longer subject to further appeal.

Upon receiving a properly filed and recognized claim, the President, in his discretion, may attempt to facilitate the resolution of the claim.

The ABF may institute such policies and procedures as it may deem appropriate from time to time for the administration and processing of any recognized claim. In general, the ABF-appointed representative(s) addressing such a claim will first investigate the claim, seek such additional information as may be required, hold hearings (telephonic or in-person) if necessary, and then issue a decision to accept or reject the claim in whole or in part. The President or his designee(s) may notify all interested parties in writing of the decision of the ABF.

Compulsory Mediation. Any open, unresolved claim, controversy, or dispute involving the ABF must be submitted to non-binding mediation in accordance with the following procedures within thirty (30) days after exhaustion of remedies OFFERED BY THE President.

The mediation process shall be as follows:

- (a) The parties must make best efforts in good faith to attempt to select a mediator mutually acceptable to both parties.
- (b) If the parties are unable to agree on a mediator, each party shall nominate two (2) qualified candidates from the List of Mediators of the Court of Arbitration for Sport (“CAS”). The CAS shall then select a mediator at random from the four (4) CAS candidates selected by the parties.
- (c) The mediation shall be conducted in accordance with procedures prescribed by the selected mediator and at a convenient location designated by the mediator. The mediator’s expenses shall be shared equally by the parties to the mediation.
- (d) The mediation shall be conducted within thirty (30) days of the selection of the mediator, absent special circumstances.
- (e) The parties to the mediation must agree to mediate in good faith in a meaningful attempt to resolve the controversy, claim, or dispute, with a party or party’s representative(s) duly authorized to resolve the matter being present and/or available at the mediation.

While the mediator selected may be a CAS mediator, the mediation shall be governed by these ABF Rules & Regulations, and not the CAS Mediation Rules (including with respect to disputes related to disciplinary matters, such as doping issues (including compliance or non-compliance with anti-doping testing), match-fixing and corruption, for which ABF mediation is mandatory), absent express prior written mutual consent of the parties to permit the CAS Mediation Rules to be controlling.

Failure to timely seek compulsory mediation within the time guidelines allowed the claim shall automatically terminate and the claimant shall have no further rights to appeal, with the matter deemed closed. No party may invoke or seek remedies without first seeking, and providing the ABF the opportunity to provide, administrative relief or compulsory mediation.

Mandatory Arbitration. Any claim, controversy, or dispute that the parties have been unable to resolve pursuant to the procedures provided hereof must then be submitted to mandatory arbitration in accordance with the following procedures within thirty (30) days after exhaustion of remedies.

Each such claim must thereby be settled exclusively by mandatory arbitration before the Court of Arbitration for Sport (“CAS”), pursuant to the Code of Sports-Related Arbitration.

All elements relating to the relationship of the parties, any and all rulings in a division, the conduct of any bout or any ruling relating thereto, and any such dispute arising thereunder shall be governed by and, construed in accordance with the internal laws of the jurisdiction the dispute arises in, without regard to any conflicts of law principles thereof that would result in the application of the laws of any other jurisdiction, provided, however, that notwithstanding such choice of law for purposes of dispute resolution or anything herein or otherwise to the contrary, the communications of the ABF and any other party with its external or in-house counsel shall at all times be protected by absolute attorney-client privilege and absolute protection under the attorney work product doctrine, and all parties, including the ABF and all those doing business with the ABF, expressly agree not to challenge the assertion of attorney-client privilege, the attorney work product doctrine, or any other recognized privilege, protection, or doctrine under applicable law, by another party in any matter.

By participating in any bout, promotion, or any other business dealings involving the ABF’s exclusive trademarks, likeness and any other intellectual property, each champion, challenger, and all other parties expressly agree and are deemed to have agreed to be, subject to these Rules & Regulations, the ABF rulings, including specifically that these provisions concerning alternatives to dispute resolution are an essential part of the ABF Rules & Regulations.

All such parties also thereby agree and are deemed to have agreed that with respect to any past, present, or future disputes arising out of any dealings with the ABF, whether based in tort, contract, or statutory law of any jurisdiction, the arbitrator or arbitrators selected in accordance with these Rules & Regulations, and not any federal, state, provincial, territorial, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this agreement or these Rules & Regulations, including but not limited to any claim that all or any part of such agreement or these Rules & Regulations is void or voidable.

Waiver. Any person having a claim against the ABF expressly waives any and all proceedings, relief, remedies and courses of action other than those expressly provided hereof.

Indemnification. All parties expressly agree that, by doing business with the ABF, they shall defend, indemnify and hold harmless the ABF, any and all affiliated federations and committees, and all officers, members of the ABF, representatives, attorneys, employees, and any individual or organization duly authorized to act on behalf of the ABF (each, a “ABF Indemnified Party”) thereof against any and all losses, claims, damages, liabilities, penalties, actions, judgments, suits, costs, expenses, and disbursements (including the reasonable and actual fees, charges and disbursements of any counsel for any ABF Indemnified Party, incurred by any ABF Indemnified Party or asserted against any ABF Indemnified Party by any third party or by any person arising out of the actions of such ABF Indemnified Party or any actual or prospective claim, litigation, investigation or

proceeding, whether based on contract, tort or any other theory, whether brought by a third party or by any person directly, and regardless of whether any ABF Indemnified Party is a party thereto, **AND INCLUDING WITHOUT LIMITATION WITH RESPECT TO ANY ACTION OR INACTION ARISING FROM ANY ABF INDEMNIFIED PARTY'S NEGLIGENCE OR STRICT LIABILITY**, such that no ABF Indemnified Party shall be held liable for or not be defended and indemnified for any action taken in good faith and not directly resulting from gross negligence or willful misconduct of such ABF Indemnified Party, as determined by the CAS or any other court of competent jurisdiction by final and non-appealable judgment or ruling.

In order to attempt to hold the ABF liable for gross negligence or willful misconduct, or under any other theory of liability or damages, the complainant must prove their case by the standards of proof and law applied by the CAS.

Under any circumstances, should the ABF be found liable to any party, by doing business with the ABF all parties expressly agree that their sole and exclusive monetary remedy that may be recoverable from the ABF is limited to a maximum (but not a minimum) of sanction fees paid to the ABF relating to the last contest that gave rise to their claim against the ABF.

All parties including boxers doing business with or otherwise associated with the ABF expressly waive any and all claims for special, indirect, consequential or punitive damages (as opposed to direct or compensatory damages) in connection with any claim against the ABF or any other ABF Indemnified Party. In no event shall the ABF be liable to for punitive, consequential, direct, or indirect damages, including, but not limited to, lost profits, loss of earning capacity, loss of use of money, loss of opportunity, delay, interest or attorney fees, directly or indirectly related to any act or omission of the ABF, its employees, officers, affiliated Federations, Governors, or agents.

Reimbursement of ABF's Costs and Expenses. In the event of any grievance, claim, complaint, or protest against the ABF, and the ABF, the CAS, or any other authority determines that a party has failed to comply with the Rules & Regulations, standards, or rulings of the ABF, then such party shall promptly reimburse the ABF for any and all potential and actual damages, liabilities, costs, and reasonable expenses (including, without limitation, legal fees and expenses, in addition to the initial \$2,200 fee incurred by the ABF or any related party in connection with any legal, arbitral, or administrative proceedings or otherwise.

Further, in the event that the ABF grants a special bout sanction or utilizes its authority to interpret these rules in the best interests of boxing to grant any other exception to its rules of general application based upon special circumstances, then the party that has requested or benefitted from such sanction or exemption shall be deemed to agree, and by doing business with the ABF expressly hereby agrees, to defend, indemnify, hold harmless, and otherwise reimburse each ABF Indemnified Party for any and all potential and actual damages, liabilities, costs, or other expenses related thereto (including, without limitation, legal fees and expenses) incurred by the ABF as a result relating to any resulting dispute, mediation, arbitration, or other related litigation or otherwise.

Waiver of Claims. Any party (boxer, manager, promoter, agent, or other party in interest) that accepts, participates in, or benefits from any voluntary or mandatory bout, or who receives any other rating or status granted by the ABF following any protest or dispute shall be hereby deemed to have waived and settled all prior claims.

Disciplinary Rules

ABF Power and Authority in Disciplinary Matters. The ABF has the power and authority to impose disciplinary sanctions on any person or organization that violates any of the Rules & Regulations, Championship Rules, or any ruling of the ABF. The procedure of the ABF in disciplinary matters shall be as follows:

- (a) Any party may file with the ABF written charges regarding any violation of the ABF rules, or the ABF may independently take notice of and act upon any such violation.
- (b) Violations may include, but are not limited to, the following:
 - i. Failing to comply with any rule pertaining to any dealings with the ABF;
 - ii. Intentional fouls or unsportsmanlike behavior in the ring or relating to a contest;
 - iii. Violation of anti-doping or other safety measures imposed by the ABF; or
 - iv. Slurring, insulting, or bringing disrepute to the ABF or the sport of boxing.
- (c) The ABF's decision may include the imposition of penalties including fines and suspension or expulsion from any involvement in ABF bouts, ratings, or vacating a championship or challenger status when appropriate.

ARTICLE VI – RATINGS

ABF Ratings. The ABF will maintain a Ratings Committee consisting of one or more chairmen. The Ratings Committee shall consist of members of absolute integrity, who shall be subject to the ABF Code of Ethics.

Reports and Recommendations. The members of the Committee will take notice of reports of boxing matches, reports from boxing commissions and the ABF, and shall review information and vote on recommendations.

Ratings Procedures. The Ratings Committee shall compile and publish ratings, typically on a monthly basis. The decisions of the Ratings Committee shall be based upon consensus of the committee. Once a year the Ratings Committee shall submit to its current ratings the President for final approval.

Ratings Principles. The ABF's ratings principles are as follows:

- (a) The purpose of ratings is to determine eligible contenders to participate in elimination bouts and to challenge for ABF championships.
- (b) Ratings are and may be largely subjective.
- (c) Ratings are based primarily on merit.
- (d) Ten (10) boxers will be rated in each division.
- (e) Any boxer committed to box for another organization may be placed in the "Not Available" section of the ratings and may not be specifically numerically rated.
- (f) Any boxer that may have an impediment to compete may be placed in the Not

Available section of the ratings and may not be specifically numerically rated.

- (g) It shall be the responsibility of all boxers and their representatives to advise the ABF of their boxing activity.

Ratings Criteria. Boxers shall be evaluated for the ABF ratings based upon the following factors:

- (a) Record.
- (b) Activity.
- (c) Result and quality of performance in recent bouts.
- (d) Level of competition.
- (e) Significance of bouts.
- (f) Experience in championship or elimination bouts.
- (g) Accomplishments and record in amateur boxing, or in Muay Thai or other combat sports.
- (h) Competing at home or abroad.
- (i) Decisiveness of victories.
- (j) Style.
- (k) Losses in controversial decisions.

Ratings Consequences of Inactivity. The following circumstances may permit exclusion from the ABF ratings, as follows:

- (a) A rated boxer who does not compete in 9 months will be subject to being lowered in the rankings.
- (b) A rated boxer who does not compete in 12 months will be subject to being removed from the ratings absent special circumstances.
- (c) A boxer's periods of inactivity due to legitimate medical, legal, and other extenuating circumstances will be considered. The ABF Ratings Committee may either continue to rate an affected boxer, or may exclude such a boxer under subsections (a) and (b) hereof, based upon the boxer's unique facts and circumstances.
- (d) A boxer may also be excluded from the ratings if any of the following occurs:
 - (i) The boxer is convicted of a crime involving moral turpitude or the possession or consumption of any illegal substance.
 - (ii) The boxer is suspended indefinitely by a local commission, affiliated federation,

or the ABF.

(iii) For other extenuating circumstances.

“Not Available” Ratings Section . A boxer may be listed in the “Not Available” section of the ABF Ratings if the boxer:

(a) is committed or chooses to box for another organization.

(b) is medically unfit or has not been medically cleared to

compete. (c) has a legal issue or contractual impediment.

(d) is subject to other extenuating circumstances.

Website Posting. The ABF shall publish and maintain its ratings on the ABF website.

Ratings Appeals. If in accordance with the ABF’s ratings appeals process a boxer or boxer’s representative wishes to make inquiry, protest, or appeal a boxer’s rating, all such requests shall be directed to the President.

FINANCIAL OBLIGATIONS OF PROMOTERS AND BOXERS

Bout Sanction Fees. The following fees are established in conjunction with all title and elimination bouts sanctioned by the ABF, subject to modification.

ABF Reginal Title \$1000 Sanctioning Fee, \$600 Belt fee, \$500 Supervisor Fee

ABF USA Title \$1200 Sanctioning Fee, \$600 Belt fee, \$500 Supervisor Fee

ABF Continental Americas Title \$1500 Sanctioning Fee, \$600 Belt fee, \$500 Supervisor Fee

*Fees do not include travel and lodging expenses for supervisors or commission fees for judges or referees

EXPRESS AGREEMENT OF ALL PARTIES

All parties involved in reaching an agreement as to a ABF contest, shall sign an agreement stating their full acceptance and covenant to abide by the Rules & Regulations, Championship Rules, and all rulings of the ABF.

Regardless of whether or not such document has been executed and returned to the ABF, all boxers, managers, promoters, trainers, and all other parties transacting business with the ABF are deemed to and expressly hereby agree to be bound by and comply with the Rules & Regulations, Championship Rules, and all rulings of the ABF in all matters pertaining to the conduct of such business, in order to participate in any dealings with the ABF. The expression of any party of a lack of knowledge of the ABF Rules & Regulations, or Championship rules will not be a cause for any exception in regard to this rule.

The ABF Rules & Regulations, and Championship Rules, and the forms of Boxers and Promoters Agreements are available on the ABF website on the Internet. Upon request to the ABF Executive Offices, a copy of the ABF Rules & Regulations, and Championship Rules will be furnished.