

---

**SETTLEMENT AGREEMENT**

---

Fédération Internationale de Motocyclisme, 11 Route de Suisse, 1295 Mies, Switzerland (the  
“FIM”)

and

Anastasiya Nifontova, born 19 January 1979, residing at Teoply Stan 6-56 Moscow, Russia  
(the “Rider”)




This Settlement Agreement (the “**Agreement**”) between the FIM and the Rider describes the terms upon which the parties are willing to settle the case of Adverse Analytical Finding of Meldonium in the Rider’s body.

The parties intend this Agreement to be a legally binding document.

**WHEREAS:**

- (a) The Rider is a Cross Country Rallies rider affiliated to the Russian Motorcycling Federation.
- (b) The Rider underwent an in-competition doping control on 3 October 2016 in Agadir, Morocco during the round of the 2016 FIM Cross Country Rallies World Championship.
- (c) The analysis of the A sample by the WADA-accredited laboratory in Cologne revealed the presence of Meldonium.
- (d) Meldonium is a non-specified prohibited substance that is prohibited at all times under S4 of the 2016 WADA Prohibited List (Metabolic modulators).
- (e) The adverse analytical finding was notified to the Rider on 11 November 2016.
- (f) The Rider was provisionally suspended with effect from 14 November 2016.
- (g) The Rider informed the FIM that she did not wish to have her B sample tested.
- (h) The Rider provided the FIM with detailed information concerning her health and medical treatment, including a Medical Examination Form, in which it was indicated that she had taken a number of medicaments, including Idrinol to treat her chronic headache of mixed type. The Rider further provided the FIM with an explanatory statement by Dr. Stanislav Yuryevich Mun to the effect that “In accordance with the Decree of the Government of the Russian Federation as of December 30, 2014 No



2782-r, meldonium was included in the list of vital and essential drugs for medical use. It is widely used in medical practice in Russia for therapeutic purposes. Idrinol (meldonium) is used in the treatment of patients with chronic headaches of various origins as a metabolic drug and a cerebral circulation regulator.”

- (i) According to Art. 10.2.1 of the FIM Anti-Doping Rules, the period of ineligibility shall be four years where the anti-doping rule violation does not involve a specified substance, unless the Rider can establish that the anti-doping rule violation was not intentional. If article 10.2.1 does not apply, the period of ineligibility shall be two years.
- (j) According to Art. 10.2.3 of the FIM Anti-Doping Rules, the term “intentional” is meant to identify those riders who cheat. The term therefore requires that the Rider or other person engaged in conduct which he or she knew constituted an anti-doping rule violation or knew that there was a significant risk that the conduct might constitute or result in an anti-doping rule violation and manifestly disregarded that risk.
- (k) Following the circumstances of this case, explanations of the Rider and her medical records, the FIM accepts that the AAF was caused by using of the Idrinol medicament by the Rider to treat her health problems with chronic headaches; furthermore, the FIM accepts that there was no intention on the part of the Rider to cheat as the medicament was used under medical supervision for a legitimate medical condition.
- (l) As for the possible reductions of ineligibility period (particularly Art. 10.4 and 10.5 FIM Anti-Doping Rules), the FIM does not accept that the Rider acted with no significant fault or negligence, let alone no fault or negligence.

**NOW THEREFORE**, in consideration of the mutual agreements and promises stated herein,  
**IT IS AGREED AS FOLLOWS:**

1. The Parties agree as follows:

- (a) The Rider acknowledges that she committed an anti-doping rule violation as per Art. 2.1 of the FIM Anti-Doping Rules.



- (b) The Rider shall be sanctioned with a two year period of ineligibility in respect of her anti-doping rule violation, commencing on the date of imposition of the provisional suspension on 14 November 2016.
  - (c) Any competitive results of the Rider from and including 3 October 2016 (including results obtained in Agadir, Morocco during the round of the 2016 FIM Cross Country Rallies World Championship) through the end of the period of ineligibility, including any medal points and prizes, shall be disqualified, with exception of the results obtained by the Rider in Dakar 2017.
  - (d) Each party bears their own legal costs and other expenses in connection with this case.
2. The Parties acknowledge that this Agreement constitutes the decision in this case as per Art. 7.10.1 of the FIM Anti-Doping Rules.
  3. This Agreement can be appealed to the CAS by WADA or the Russian Anti-Doping Federation (Art. 7.10.1 in connection with Art. 13.2.3 of the FIM Anti-Doping Rules).
  4. Public Disclosure of this Agreement shall be made in accordance with Art. 14.3.2 of the FIM Anti-Doping Rules.
  5. The Parties acknowledge that they have had the terms of this Agreement explained to them by a legal counsel, thereby knowingly understand and agree to all provisions contained herein.
  6. For the convenience of the parties and to facilitate execution, this Agreement may be executed in counterparts.
  7. The Parties agree that any dispute related to this Agreement should be exclusively governed by Swiss law and shall be submitted to the Court of Arbitration for Sport.




Handwritten signature and date 'FEB 7' in blue ink.

**IN WITNESS WHEREOF**, the FIM and the Rider execute this Agreement, which is legally binding on the Parties as of the date on which the last Party executes the same.

DATED: 13.03.2019

  
\_\_\_\_\_  
Fédération Internationale de Motocyclisme

DATED: 07.02.2019

  
\_\_\_\_\_  
Ms. Anastasiya Nifontova