
SETTLEMENT AGREEMENT

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

and

Cade Clason, born 17 November 1994, residing at 8063 B Liberator Loop, Tuscon, AZ 85708
formerly at 857 Croft Jones Rd, Chesterfield, SC, 29709, United States of America (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 Amphetamine in the Rider's body.

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

WHEREAS:

- (a) The Rider is a motocross and supercross rider holder of the American Motorcyclist Association license.
- (b) The Rider underwent an in-competition doping control on 29 April 2017 in East Rutherford, USA, during the AMA Supercross FIM World Championship.
- (c) The analysis of the A sample by the WADA-accredited laboratory in Cologne revealed the presence of Amphetamine.
- (d) Amphetamine is a non-specified prohibited substance that is prohibited in-competition under S6 of the 2017 WADA Prohibited List (Stimulants).
- (e) The adverse analytical finding was notified to the Rider on 19 June 2017.
- (f) The Rider was provisionally suspended with effect from 21 June 2017.
- (g) On 3 March 2015, the Rider applied for a Therapeutic Use Exemption (TUE) for the use of Adderall which is a mixture of amphetamine and dextroamphetamine. The application was supported by a family physician who provided a diagnosis of Attention Deficit Disorder only but no other supporting evidence or information. An e-mail was sent to the Rider on 9 March 2015 by the FIM Anti-Doping Coordinator informing the Rider of the requirement to provide this information. As no further information was received to support the TUE application, the FIM sent the Rider a letter by e-mail informing him that, as his application was incomplete due to the lack of relevant and supporting information, the FIM TUE Board had ruled that his application for a TUE for the use of Adderall was denied.
- (h) On 1 May 2015, a further e-mail was received from the Rider advising that he had not received the e-mail of 9 March 2015 and requesting what he needed to do to complete the application. In response to this a further e-mail was sent to the Rider by the FIM Anti-Doping Coordinator on 5 May 2015 again informing him of the information required to support a further application for a TUE for the use of Adderall.

- (i) On 4 April 2018, the FIM received a medical report from Dr. Travis Novinger, who made a diagnosis of Attention Deficit Hyperactivity Disorder (ADHD) on the Rider. Dr. Novinger had provided the Rider with general medical care since March 2014 and in March 2015 Dr. Novinger prescribed the Rider amphetamine as a treatment for his ADHD.
- (j) On 12 March 2019, the FIM received a letter from the Rider's counsel together with the report from Dr. Linda Hartmann, Clinical Neuropsychologist and Licensed Clinical Psychologist of 4 March 2019, in which Dr. Hartmann concluded that the Rider "presents with Attention Deficit Hyperactivity Disorder-combined type, mild, with a current presentation of predominantly inattentive symptoms along with the continual underlying restlessness that is a hallmark residual of hyperactivity/impulsivity in adults with ADHD".
- (k) Following the report of Dr. Hartmann and after the assessment of all elements of the case by the FIM TUE Board, the FIM TUE Board granted the Rider the TUE on 13 March 2019. The TUE relates to Amphetamine/Dextroamphetamine (Adderall).
- (l) The Rider filed an application for a retroactive TUE pursuant to Article 4.3(d) of the International Standard for Therapeutic Use Exemptions. The WADA did not agree that the Athlete was permitted to apply for a retroactive TUE.
- (m) According to Art. 10.2.1 in connection with Art. 10.2.2 of the FIM Anti-Doping Code (FIM ADC), 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.
- (n) According to Art. 10.2.3 of the FIM ADC, 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...an anti-doping rule violation resulting from an adverse analytical finding for a substance which is only prohibited in-competition shall not be considered intentional if the substance is not a specified substance and the Rider can establish that the prohibited substance was used out-of-competition in a context unrelated to sport performance.
- (o) Pursuant to Art. 10.5.2 of the FIM ADC, if a Rider establishes in an individual case that he bears no significant fault or negligence, then...the otherwise applicable period of ineligibility may be reduced based on the Rider's degree of fault, but the reduced

period of ineligibility may not be less than one-half of the period of ineligibility otherwise applicable.

- (p) Following the circumstances of this case, explanations of the Rider and presented medical reports, the FIM accepts that the adverse analytical finding in this case was caused by using of the Adderall medicament by the Rider to treat his health problems connected with ADHD. 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. The FIM accepts that there was no intention on the part of the Rider to enhance his sporting performance and that the Rider took the substance for a legitimate safety reason (reduce the likelihood of accidents). Also, the TUE for the use of amphetamine was granted by the FIM on 13 March 2019.
- (q) On the other hand, the circumstances against the Rider must also be taken into account. Pursuant to Art. 2.1 of the FIM ADC it is each Rider's personal duty to ensure that no prohibited substance enters his body. In the doping control form, the Rider did not disclose that he had used Adderall/amphetamine. On 1 June 2017 the Rider signed an "Acknowledgement and Agreement" where he acknowledged and agreed, *i.a.*, that he had an opportunity to review the FIM ADC and that he agrees to comply with and be bound by all provisions of the FIM ADC.

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 he committed an anti-doping rule violation as per Art. 2.1 of the FIM Anti-Doping Code.
- (b) The Rider shall be sanctioned with a 24 month period of ineligibility in respect of his anti-doping rule violation, commencing on the date of signing of this Agreement.
- (c) The period of provisional suspension effectively served by the Rider before the entry into force of this Agreement shall be credited against the total period of ineligibility.
- (d) Any competitive results of the Rider from and including 29 April 2017 through the end of the period of ineligibility, including any medal points and prizes, shall be disqualified.

- (e) 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 pursuant to Art. 7.10.1 of the FIM ADC.
 3. This Agreement can be appealed to the CAS by WADA or the U.S. Anti-Doping Agency (Art. 7.10.1 in connection with Art. 13.2.3 of the FIM ADC).
 4. Public Disclosure of this Agreement shall be made in accordance with Art. 14.3.2 of the FIM ADC.
 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.
 8. This Agreement is effective as of 21 June 2019.

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: 6/26/19



Fédération Internationale de Motocyclisme
Mr. Jorge Viegas, President
Mr. Tony Skillington, CEO

DATED: 6/21/19



Mr. Cade Clason