

18 November 2021

Case Resolution Agreement
Code Article 10.8.2

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| Name of the Athlete / other Person: Teymuraz Gabashvili |
| Results Management Authority: International Tennis Federation (the ITF) |
| ADRV and Substance (if applicable): TADP Article 2.1 (presence of a Prohibited Substance in his sample) and/or TADP Article 2.2 (Use or Attempted Use of a Prohibited Substance) - Furosemide |
| Date of Sample Collection and/or ADRV: 16 June 2021 |
| Date of Provisional Suspension (if applicable): The Player was not subject to a mandatory provisional suspension under TADP Article 7.12.1 |

This case resolution agreement ("Agreement") is made and entered into by and between the World Anti-Doping Agency ("WADA"), the International Tennis Federation (the "ITF"), and Teymuraz Gabashvili (the "Player") (collectively referred to as the "Parties"), pursuant to Article 10.8.2 of the 2021 Tennis Anti-Doping Programme ("TADP"), as a way of resolving the TADP Article 2.1 (presence of a Prohibited Substance in his sample) and/or TADP Article 2.2 (Use or Attempted Use of a Prohibited Substance) anti-doping rule violations (ADRV) brought forth against the Athlete.

Whereas the Athlete underwent doping control on 16 June 2021 and the sample collected resulted in an Adverse Analytical Finding ("AAF") for furosemide.

Whereas the Athlete was notified of the AAF on 22 July 2021 by way of a pre-charge notice.

Whereas on 4 August 2021, in his preliminary response to the Notice, the Player admitted that he had committed the TADP Article 2.1 and TADP Article 2.2 anti-doping rule violations set out in that Notice, and waived analysis of his samples B3155394, B3155395, and B3155402.

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NOW THEREFORE, in consideration of the mutual agreements and promises stated herein, it is agreed to by the Parties as follows:

1. The Player acknowledges that he has committed ADRVs under TADP Article 2.1 (presence of a Prohibited Substance in his sample) and/or TADP Article 2.2 (Use or Attempted Use of a Prohibited Substance).
2. The Player agrees to be sanctioned with a 20-month period of ineligibility pursuant to TADP Article 10.8.2.¹
3. The period of Ineligibility shall commence on the date of this Agreement, 18 November 2021, in accordance with TADP Article 10.13. Therefore, the period of Ineligibility shall be in effect until **18 July 2023**.
4. In accordance with TADP Article 10.14, during his period of period of ineligibility, the Player agrees that he will not participate in any capacity² in a **Covered Event**³ or activity (other than authorized anti-doping education or rehabilitation programs) authorized or organized by any *Signatory*⁴, *Signatory's* member organization of a *Signatory's* member organization, or in *Competitions* authorized or organized by any professional league or any international or national level *Event* organization or any elite or national-level sporting activity funded by a governmental agency.⁵
5. If the Player violates the period of ineligibility, the results obtained, if any, shall be disqualified and he will be subject to a new period of ineligibility equal in length of

¹ "Where the Player or other Person admits an Anti-Doping Rule Violation after being confronted with it by the ITF and agrees to Consequences acceptable to the ITF and WADA, at their sole discretion: (a) the Player or other Person may receive a reduction in the period of Ineligibility based on an assessment by the ITF and WADA of the application of Articles 10.1 through 10.7 to the asserted Anti-Doping Rule Violation, the seriousness of the violation, the Player's or other Person's degree of Fault, and how promptly the Player or other Person admitted the violation; and (b) the period of Ineligibility may start as early as the date of Sample collection or the date on which another Anti-Doping Rule Violation last occurred". The Player has admitted committing an anti-doping rule violation under the 2021 TADP and has acceded to Consequences for that violation that are acceptable to the ITF and WADA.

² As stated in TADP Article 10.14.1, "Prohibition against participation during Ineligibility or Provisional Suspension: While serving a period of Ineligibility or Provisional Suspension, a Player or other Person may not participate in any capacity in (or assist any Player participating in any capacity in): (a) any Covered Event; (b) any other Event or Competition or activity (other than authorised anti-doping education or rehabilitation programmes) authorised, organised or sanctioned by the ITF, the ATP, the WTA, any National Association or member of a National Association, or any Signatory, Signatory's member organisation, or club or member organisation of that Signatory's member organisation; (c) any Event or Competition authorised or organised by any professional league or any international or national-level Event or Competition organisation; or (d) any elite or national-level sporting activity funded by a governmental agency."

³ As defined in TADP Appendix 1: "The Grand Slam tournaments, Davis Cup, Billie Jean King Cup, Hopman Cup, the Olympic Tennis event, the Paralympic Tennis event, other IOC-recognised International Events, WTA tournaments and WTA Finals and WTA Elite Trophy, ATP Tour tournaments and ATP Finals, ATP Cup, Next Gen ATP Finals, ATP Challenger Tour tournaments, ITF Pro Circuit events, ITF World Tennis Tour events, ITF Juniors events, ITF Seniors events, ITF Wheelchair events, and ITF Beach Tennis Tour events."

⁴ Signatories are entities signing the Code and agreement to comply with the Code. Specifically, the International Olympic Committee, International Paralympic Committee, International Federations, National Olympic Committees, National Anti-Doping Organizations, and Major Event Organizations are considered Signatories.

⁵ Italicised terms are as defined in the TADP.

the original period of ineligibility, which shall be added to the end of his original period of ineligibility in accordance with TADP Article 10.14.7.

6. The Player acknowledges that he remains subject to testing throughout his period of ineligibility.
7. The Player's results at the Event are automatically disqualified in accordance with TADP Articles 9.1 and 10.1.1 (including forfeiture of any medals, titles, ranking points and Prize Money received as a result of participation in that event).
8. The Player competed in several Competitions between the date of Sample collection (16 June 2021) and the date of this Decision. In the specific circumstances of this case (in particular that the Player used the furosemide only once, prior to 16 June 2021, and would not have obtained any competitive advantage from that use in Competitions taking place after that date), the Player may retain the results obtained between the date of Sample collection and the date of this case resolution.
9. The Player may return to train with a team or use the facilities of a club or other member organization of the ITF's member organization from 18 May 2023 in accordance with TADP Article 10.14.5.2.
10. This Agreement constitutes a final decision on the Player's TADP Article 2.1 (presence of a Prohibited Substance in his sample) and/or TADP Article 2.2 (Use or Attempted Use of a Prohibited Substance) ADRVs. Therefore, in accordance with TADP Article 10.8.2, this Agreement is not subject to appeal under that same TADP Article 10.8.2.
11. The disposition of this matter, including the sport, the anti-doping rule violated, name of the Player, Prohibited Substance or Prohibited Method involved (if any), and the consequences imposed shall be publicly disclosed in accordance with TADP Articles 7.14.2 and 8.6, by being posted (in full and/or summary form) on the ITF's website.
12. The Parties agree to bear their own costs and attorney's fees in connection with the ADRV, as well as in connection with this Agreement.
13. This Agreement may be executed in any number of counterparts, and all of such counterparts taken together will be deemed to constitute one and the same document.
14. Each Party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement. Accordingly, any decision that would provide any Party with a defence to the enforcement of the terms of this Agreement against such Party based upon the lack of legal counsel, shall have no application and is expressly waived.

15. This Agreement shall be governed by and construed in accordance with Swiss law. Any dispute arising from or related to this Agreement will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively in accordance with the Code of sports-related arbitration. The language of the arbitration shall be English.

IT IS SO AGREED.

For WADA:

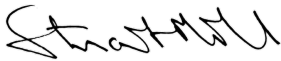


Cyril Troussard

Associate Director, Legal Affairs

18 November 2021

For the ITF:



Dr. Stuart Miller

Senior Executive Director, Integrity & Development

18 November 2021

For the Player:

Teymuraz Gabashvili

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