

KBFC FAN ADVISORY BOARD : TERMS OF REFERENCE

1. Overview

Kerala Blasters FC (the “Club”) is committed to listening to and engaging with supporters and encouraging their feedback. The Club Management always has supporters at the heart of their decision-making process.

2. Aims of the Fan Advisory Board (the “FAB”)

To enable fans, through Members (as defined herein) appointed in accordance with this document, to engage directly with senior representatives of the Club on important fan-related issues. The FAB aims to create a framework for discussion between fans and the Club, to promote diversity, inclusion, ethics, and social responsibility, and create a sounding board on Club-related matters.

3. Formation of FAB

3.1 The Club is committed to continuing to offer a wide range of opportunities to fans to engage with senior staff at the Club, and the FAB constitutes an initiative in furtherance of this commitment.

3.2 The FAB will consist of up to twelve (12) fan members (“Members”) who will meet formally with Club officials - including the Club’s nominated official for fan engagement - to discuss a range of on and off-pitch topics and issues of importance to both the Club and supporters.

3.3 The FAB will serve as the Club’s official advisory organisation and be recognised by the Club accordingly. The creation of the Club’s first FAB reinforces our ongoing commitment to ensuring meaningful engagement and dialogue with supporters. The introduction of the FAB also presents an exciting opportunity for a wider representation of fans to collaborate with the Club and help inform key strategic decisions.

3.4 The FAB will meet four (4) times per season (once every quarter), and will cover any one or more of the following areas:

- The Club’s short and long-term strategic vision & objectives;
- Important Club general updates & commercial matters;
- Matchday & non-matchday operations - including the home and away fan experience for Club games, and the conducting of regular post-match and seasonal surveys;
- The Club’s local community commitments outreach strategy;
- Fan behaviour and support, including creating and monitoring the progress of a supporter services team contactable through web chat, email and telephone;
- Proposals of significant changes to any club heritage items; and
- Club merchandise and ticketing.

3.5 The selection of Members for the Club’s FAB will be reflective of our diverse community and fan base. Accordingly, the Club welcomes representation from:

- x1 supporter representative from Persons with Disabilities (PwD) community.

To ensure representation from across the Club’s supporter base, the remaining membership of the FAB will be selected via an open application system which seeks to include:

- x9 representatives from domestic Club supporters;
- x2 representatives from international supporters of the Club;

Applications are welcome from supporters aged 19 years and above.

3.6 The Club, acting through the Selection Panel described below, shall determine any applications in its absolute discretion.

3.7 Once appointed, Members shall act in accordance with these Terms of Reference and shall serve on the FAB for a duration of 1 (one) year (the "Maximum Term"), save where a person ceases to be a Member before the expiry of the Maximum Term. No Member can, for one year immediately succeeding the date on which they last ceased to be a Member, apply to become a Member.

4. Selection Process

4.1 All persons applying to be Members should complete the Fan Advisory Board Application Form within the deadline specified (the "**Application Form**"). The Club shall ensure that, when it seeks new Members, its official website at: www.keralablastersfc.in (the "**Website**") includes a link to the Application Form and specifies the relevant deadlines by which applications must be submitted.

4.2 Any applications which: (i) are made outside the Application Form process; (ii) do not comply with the requirements of the Application Form and/or (iii) are made outside the deadlines specified for submission, may be deemed invalid.

4.3 All valid applications for membership of the FAB shall be submitted for consideration to a Club appointed selection panel.

4.4 The Selection Panel shall determine valid applications within thirty (30) calendar days of the deadline for the relevant application process. Once Members have been appointed, the Club shall publish the identity of the FAB Members on the Website.

4.5 Any Applicant should, at the time of his/her application and at all material times while serving on the FAB:

(a) provide information in respect of any potential conflict of interest they may have if they became a Member. Such conflicts of interest include, but are not limited to, any relationship, connection or contact the applicant has with any:

- (i) Club sponsor or a sponsor of any other member of the Club's corporate group;
- (ii) Club supplier or a supplier of any other member of the Club's corporate group;
- (iii) strategic partner of the Club or a strategic partner of any other member of the Club's corporate group; and
- (iv) employee, senior executive, director or shareholder (direct or indirect) of the Club or any other member of the Club's corporate group;

(b) be a Club supporter;

(c) be available to attend at least three (3) and a maximum of four (4) FAB meetings per season (with the exception of 2024/25 season, where there will be a minimum of one (1) meeting following the formation of the FAB);

(d) be willing and able to use their personal time to meet with and/or discuss matters with fellow supporters and the Club on matters raised by the FAB;

(e) make a valued contribution to the matters discussed by the FAB;

- (f) demonstrate a willingness to approach all FAB matters in a respectful and inclusive manner;
- (g) be a positive role-model to other supporters of the Club;
- (h) embrace the Club values of being open and inclusive, confident custodians, pioneers, action-oriented and providing service excellence;
- (i) respect confidentiality, in accordance with Club policies and applicable laws;
- (j) comply with the reasonable instructions and with any policies, procedures or regulations of the Club from time-to-time.

4.7 Applicants will be ineligible to become Members (and/or shall cease to be a Member in accordance with Section 4.9(c)) if they:

- (i) have been disqualified from acting as a company director, under applicable Indian law;
- (ii) have been removed from serving as a board member of a football club supporters' organisation or been prevented from acting on a football club supporters' organisation board;
- (iii) have any unspent criminal convictions, are the subject of any current or pending criminal investigation or charge, or are the subject of any football banning order or other ban or suspension issued by the Club or any other football club or any applicable football regulatory bodies;
- (iv) act in bad faith towards the Club, any players, coaches, managers, staff or officials of the Club, or any other member of the Club's corporate group (or any employees, senior executives, shareholders (direct or indirect) or directors of the Club or any other member of the Club's corporate group), the All-India Football Federation ("AIFF"), Asian Football Confederation or any other football authority. For the avoidance of doubt and by way of example only, an applicant will be ineligible for selection and/or may be removed from the FAB if they act dishonestly towards a football authority or the Club (or any other member of the Club's corporate group) or if they act in a way that puts the Club (or any other member of the Club's corporate group) in a position of breaching any relevant laws, regulations and statutes imposed on the Club (or any other member of the Club's corporate group) by any authority (in any jurisdiction) having authority over the Club or any other member of the Club's corporate group (including, but not limited to, FIFA, AIFF, AFC, or any other football authority that the Club (or any other member of the Club's corporate group) is a member of from time to time);
- (v) are an undischarged bankrupt, are the subject of a bankruptcy order or have had any similar order made against them in their personal capacity in a foreign jurisdiction; and
- (vi) have made compositions or arrangements with creditors from which they have not been discharged.

4.8 For the avoidance of doubt:

- (a) the Selection Panel shall determine the validity and success of any application in its absolute discretion;
- (b) the determination of the Selection Panel shall be final and binding;
- (c) save that the Selection Panel shall be formed in the numbers set out, the composition of the Selection Panel may change from time-to-time;
- (d) the Selection Panel will notify successful applicants by email and publish their names on the Website within the times specified; and
- (e) whilst the Club will use reasonable endeavours to acknowledge applications, it shall not be required to notify unsuccessful applicants, whether in writing or otherwise.

4.9 The Selection Panel shall be responsible for ensuring the effective composition of the FAB on an ongoing basis. To this end, the Selection Panel shall:

- (a) use reasonable endeavours to ensure that the FAB is composed of twelve (12) Members, selected from the proposed groups and in the numbers suggested above. However, where it is not reasonably

practicable to do so, the Selection Panel shall determine the composition of the FAB in such manner as it deems necessary, being mindful to ensure that Members are selected from appropriate groups;

(b) use reasonable endeavours to replace any Member who reaches the Maximum Term or whose membership is resigned by the Member (in accordance with Section 7.2 below) or terminated by the Selection Panel (in accordance with Section 4.9(c) below);

(c) be entitled to terminate the membership of any Member, who, in the opinion of the Selection Panel, fails to comply with these Terms of Reference and/or brings the FAB and/or the Club into disrepute, provided:

(i) where the Selection Panel receives knowledge that Section 7.2 can be said to reasonably apply in relation to a Member, the Selection Panel shall, without exercising any discretion, forthwith terminate the membership of the relevant Member; and

(ii) where the Selection Panel decides to terminate the membership of a Member and Section 4.9 (c)(i) does not apply, the Member shall be given reasonable notice (which shall not, in any case, be less than a period of two (2) weeks) of the Selection Panel's decision;

(iii) in all cases where the Selection Panel terminates the membership of a Member, the Member shall have the right to a hearing (with a representative of the Member's choosing) before the Selection Panel within thirty (30) calendar days of the date of termination of their membership. Neither the FAB nor the Club will pay any costs incurred by the relevant Member in connection with any hearing. Subject to the Member's right to appeal against the decision of the Selection Panel in accordance with Sections 8.1 to 8.5, the decision of the Selection Panel under this Section 4.9(c)(iii) shall be final.

5. Chair

5.1 Upon the Selection Panel selecting the Members of the FAB, the Chair of the FAB will be voted to power by the FAB Members and the Club officials collectively.

5.2 The Chair shall be appointed for a duration of one (1) year, save where his/her membership is resigned (in accordance with Section 7.2 below) or terminated earlier (in accordance with Section 4.9(c) above).

5.3 The Chair's responsibilities will be to ensure (whether through his/her own work or delegation to other Members) that:

(a) FAB meetings are properly organised and administered, as set out in Section 6;

(b) FAB business is conducted in an orderly and inclusive manner; and

(c) Members and Club representatives are given proper opportunity to raise and discuss matters.

6. Meetings

6.1 The FAB shall meet with the Club on not less than 4 (four) occasions during a calendar year, save for the 2024/25 season, where there shall be not less than 1 (one) such meeting.

6.2 FAB meetings shall be attended by Members and 3 (three) or more senior Club Representatives.

6.3 FAB meetings will be for not more than 2 hours and shall start no later than 4PM (IST time) on a determined weekday.

6.4 FAB meetings will be located at the Club's designated space. Meetings should be attended in person, where possible. For any overseas or out-of-station Members, attendance may be on a remote basis, by telephone or online video calls.

6.5 FAB meetings shall be administered and conducted such that:

- (a) not less than ten (10) working days prior to the date of each meeting, the Chair shall submit proposals for discussion items at the meeting to the Club Representatives. The Club Representatives shall thereafter work with the Chair to agree on a written agenda for the meeting;
- (b) not less than five (5) working days prior to the date of the meeting, the Chair shall circulate the agreed written agenda to Members and Club Representatives;
- (c) one Member shall be designated to take written minutes of the meeting;
- (d) not less than five (5) working days after the meeting, the designated Member shall circulate draft written meeting notes to Members and Club Representatives;
- (e) The Club Representatives shall thereafter work with the Chair to decide the form of the final written minutes, which shall be published by the Club on the Website.

6.6 Whilst the agenda for each meeting shall be agreed between Members and Club Representatives, the FAB may, from time-to-time, have due regard for one or more of the following topics:

- (a) the Club's short and long-term strategic vision & objectives, including in the sustainability and diversity space;
- (b) Club updates on important and/or commercial matters;
- (c) Matchday operations,
- (d) the Club's local community commitments and strategy;
- (e) fan behaviour and fan engagement;
- (f) proposals for any material change to club heritage items; and
- (g) Marketing and ticketing matters.

6.7 Although the FAB can share sentiments on the below mentioned topics, FAB meetings and FAB business will **NOT** be concerned with or directly/ indirectly affect matters relating to:

- (a) on-pitch performance which includes decisions on player/coach/staff recruitment or transfers;
- (b) team selection, tactics or coaching; and/or
- (c) the Club's commercial decisions and general administrative strategies.

7. Conduct and Rules

7.1 For the avoidance of doubt:

- (a) all Members shall comply with these Terms of Reference and any amendments so made from time to time;
- (b) all Members shall comply with the Club's Code of Conduct ("**Code**") (and any amendments so made from time to time) and, for the purposes of Section 2.1 of the Code, shall be deemed to be persons so bound;
- (c) no Member shall be an owner, director, employee, worker, sponsor or partner of the Club or any other football club;
- (d) all Members shall declare any personal interest(s) and seek to avoid any personal conflicts of interest which could arise;
- (e) no Member shall disclose to any third party any confidential information regarding the Club, any of its players, coaches, managers, staff, officials, employees or business which he/she receives during the course of his/her membership;
- (f) each Member shall treat the written minutes of meetings as confidential unless and until approved in writing by the Club Representatives;
- (g) each Member shall treat FAB business and the contents of FAB meetings as confidential, save where the Club Representatives have approved the disclosure of the relevant information writing, in which

case such disclosure shall be limited to the manner specified in these Terms of Reference or in writing by the Club Representatives;

(h) all Members shall comply with the Club's privacy policy and applicable data protection laws at all times;

(i) no Member shall use his/her membership as a platform to make any comment, directly or indirectly, on behalf of the Club, save where such comment is approved by the Club Representatives in writing;

(j) no Member shall do any act or thing which, in the reasonable opinion of the FAB, brings the Club, or any player, coach, manager, staff, official or employee of the Club, or any other member of the Club's corporate group (including its (or any other member of the Club's corporate group's) employees, senior executives, shareholders (direct or indirect), directors, suppliers (and/or proposed suppliers), sponsors (and/or proposed sponsors) and/or strategic partners (and/or proposed strategic partners)) or the FAB (including any of its members) into disrepute;

(k) no Member shall directly or indirectly, bet on, nor instruct, permit, cause or enable any person to bet on:

(i) The result, progress, conduct or any other aspect of, or occurrence in or in connection with, a football match or competition anywhere in the world; or

(ii) Any other matter concerning or related to football anywhere in the world, including, for example and without limitation, the transfer of players, employment of managers, team selection or disciplinary matters.

(l) no Member shall be entitled to use any intellectual property owned by the Club without the written approval of the Club Representatives; and

(m) neither the FAB nor any Member shall set up any official social media account in the name of the Club or the FAB without the prior written approval of the Club Representatives. Where such approval is given, the Club Representatives and the FAB shall work together, before such account becomes available for public viewing, to:

(i) appoint a Member or other person to administer the account; and

(ii) create policies/procedures governing the use and content of such account;

7.2 A Member shall, in accordance with Section 4.9(c), cease to be a Member if they contravene any of the provisions listed in Sections 4.6(a),(c),(i) or (j), or Sections 4.7 and 7.1, or if they resign from FAB membership by giving fifteen (15) days' notice in writing delivered to a meeting of the FAB members.

8. Appeals

8.1 In the event a Member has their membership terminated and/or ceases to be a Member pursuant to Section 4.9(c), then such Member shall have the right to appeal by submitting grounds for appeal in writing to the Appeal Panel (as defined below) within fifteen (15) working days of receiving the Selection Panel's decision.

8.2 The appellate authority (the "**Appeal Panel**") shall be fair, impartial, and operationally independent of the Selection Panel, and will be made up of three (3) individuals: (i) two (2) senior members of the Club (such individuals to be selected by the Club at its sole discretion); and (ii) one (1) independent individual (being a person who is not a member of the FAB nor an associate of the Member making the appeal).

8.3 Upon receipt of an appeal and supporting evidence, the Appeal Panel may, within ten (10) working days of receipt of the grounds for appeal, overturn the Selection Panel's decision without holding a hearing. If the Selection Panel's decision is not overturned, an appeal hearing shall be scheduled and held within twenty (20) working days of the Appeal Panel receiving the grounds for appeal, unless additional time is requested by the Appeal Panel (the maximum additional time being a further fifteen (15) working days).

8.4 The relevant Member will be invited to appeal the Selection Panel's decision in person or virtually, accompanied by a nominated individual or individuals who may contribute to the appeal. Neither the FAB nor the Club will pay any costs incurred by the relevant Member in connection with any appeal.

8.5 The decision of the Appeal Panel shall be made by way of unanimous or majority decision of the members of the Appeal Panel. The Appeal Panel may make such a decision as it deems fit in connection with the appeal and its determination will be final. Minutes of the appeal will be recorded and kept on file and shared with the Club.

9. Review and Amendments

9.1 These Terms of Reference shall be reviewed not less than once per year.

9.2 Any amendments proposed to be made to these Terms of Reference:

- (i) by the FAB (with such proposed amendments being approved by a majority of the FAB) shall be discussed promptly and in good faith between the Club and FAB (each acting reasonably), provided that no amendments to these Terms of Reference shall be made unless and until such amendments have been approved in writing by the Club;
- (ii) by the Club which are required for legal and/or regulatory purposes can be made at any time by the Club at the Club's sole discretion, provided that the Club shall circulate the amended Terms of Reference to the FAB promptly following any such amends being made;
- (iii) by the Club which are not required for legal and/or regulatory purposes shall be discussed promptly and in good faith between the Club and FAB (each acting reasonably), provided that no decision as to whether such amendments are to be made to these Terms of Reference can be taken without the approval in writing of both the CEO of the Club and the FAB Chair.