

## **Terms and Conditions of appointment of Independent Directors of Sportking India Limited**

The terms and Conditions of the appointment, which shall, in any event be subject to the provisions of the Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations') and the Articles of Association of the Company.

### **Terms of Appointment**

The appointment of Independent Directors is for a period of 5 (five) years from the date of their respective appointment.

The Independent Directors are not liable to retire by rotation. Re-appointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. The re-appointment would be considered by the Board based on the outcome of the performance evaluation process and the directors continuing to meet the independence criteria.

The Independent Directors may be nominated to be a Member or Chairman of any one or more Committees of the Board.

### **Role, duties and responsibilities**

- As members of the Board, they, along with the other Directors, will be collectively responsible for meeting the objectives of the Board, which include:
  - a. Requirements under the Act,
  - b. "Responsibilities of the board of directors" as outlined in the SEBI LODR,
  - c. Accountability under the Directors' Responsibility Statement.
- They shall abide by the 'Code for Independent Directors' as outlined in section 149(8) read with Schedule IV to the Companies Act, 2013 ("the Act") and duties of directors as provided in the Act (including Section 166) and SEBI LODR.
- They are particularly requested to provide guidance in their area of expertise.

### **Time commitment**

Independent Directors agree to devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as Independent Director.

### **Remuneration**

As Independent Directors, they shall be paid sitting fees, as may be determined by the Board from time to time, for attending meetings of the Board.

In addition to the sitting fees described above, the Company may, for the period of their appointment, reimburse them for travel, hotel and other incidental expenses incurred by them for attending the Board/Committee Meetings of the Company.

### **Code of Conduct:**

The Independent Directors of the Company shall comply with Code of Conduct for Board of Directors and its Code for Independent Directors. Unless specifically authorized by the Company, the Independent Directors shall keep confidential all information concerning the Company and shall not divulge or disclose the same to any person during the term of their appointment.

The provisions of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Code of Conduct for Prevention of Insider Trading, as amended

from time to time, prohibiting disclosure or use of unpublished price sensitive information shall be applicable to the Independent Directors.

#### **Performance Appraisal / Evaluation Process**

The Board of Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis.

#### **Disclosures, other directorships and business interests**

During the Term, they agree to promptly notify the Company of any change in their directorships, Memberships and provide such other disclosures and information as may be required under the applicable laws. They also agree that upon becoming aware of any potential conflict of interest with their position as Independent Director of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary. During their Term, they agree to promptly provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances which may affect their status as an Independent Director

#### **Indemnity and Insurance/Provision for Directors and Officers (D & O) Insurance**

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by the Company Secretary as and when such policy is taken by the Company.

#### **Training and Development:**

The Company provide necessary support to Independent Directors in updating their skills and knowledge with respect to the industry and to improve their familiarity with the Company and its business. The Company may, if required, will conduct formal training program for its Independent Directors

#### **Disengagement**

Independent Directors may resign from their position at any time and should they wish to do so, they are requested to serve a reasonable written notice on the Board. In terms of provisions of the Companies Act, 2013, they are required to file a copy of their resignation letter with the Registrar of Companies.

The appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in Section 149(6) or Listing Regulations or on the occurrence of any event as defined in section 167 of the Companies Act, 2013. Upon termination or upon resignation for any reason, duly intimated to the Company, Independent Directors will not be entitled to any compensation for loss of office.