

KUBO · DOCUMENT SUITE

KUBO Accredited Professional Provider Agreement

The terms governing accreditation as an independent Professional Provider within the KUBO Network, service standards, commercial arrangements and regulatory independence.

VERSION

1.0

DATE

07 July 2026

DOCUMENT ID

KUBO-APPA-001

CLASSIFICATION

Confidential

This Accredited Professional Provider Agreement ("Agreement") is entered into between Kubo Platform Limited, a company incorporated in England and Wales with registered number 16920744, whose registered office is at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ ("KUBO", "we", "our" or "us"); and the Provider identified in Schedule 1 ("Provider", "you" or "your").

Definitions & Interpretation

Accreditation means the Provider's appointment as an Approved Professional Provider within the KUBO ecosystem.

Agreement means this Accredited Professional Provider Agreement together with its schedules.

Approved Professional Provider means a professional business approved by KUBO to provide Professional Services to Members.

Business Day means any day other than a Saturday, Sunday or public holiday in England and Wales.

Commercial Terms means the payment arrangements set out in Schedule 2.

Confidential Information means all confidential, commercial, technical, regulatory or personal information disclosed by either party.

KUBO Platform means the KUBO membership platform, Portal, Concierge and supporting technology.

Member means any business or individual holding an active KUBO Membership.

Membership Services means the services supplied by KUBO under the KUBO Business Membership Agreement.

Professional Services means the professional services described in Schedule 1 which are supplied by the Provider.

Service Standards means the operational standards set out in Schedule 3.

Interpretation. Unless the context requires otherwise: (a) headings are for convenience only; (b) words importing the singular include the plural and vice versa; (c) references to legislation include amendments and replacements; (d) *including* means *including without limitation*; (e) references to clauses and schedules refer to this Agreement.

1 Appointment

1.1 KUBO appoints the Provider as an Accredited Professional Provider within the KUBO ecosystem.

1.2 The Provider accepts that appointment subject to this Agreement.

1.3 Accreditation does not guarantee the Provider any minimum number of Members, referrals, enquiries or revenue.

1.4 KUBO may allocate Members to the Provider at its discretion, taking into account factors including expertise, capacity, location, service quality and Member requirements.

1.5 Nothing in this Agreement obliges KUBO to allocate any particular volume of work.

2 Independent Status

- 2.1 The Provider acts as an independent contractor.
- 2.2 Nothing contained in this Agreement creates: a partnership; an employment relationship; an agency; a joint venture; or any authority for either party to bind the other.
- 2.3 The Provider shall not represent itself as KUBO.
- 2.4 The Provider may describe itself only as: **"An Accredited Professional Provider within the KUBO Network."** subject to compliance with KUBO's branding requirements.

3 Accreditation Requirements

Throughout the Term the Provider shall:

- maintain all licences, registrations and authorisations necessary to provide the Professional Services
- maintain all regulatory permissions applicable to its profession
- maintain appropriate professional indemnity insurance
- maintain adequate cyber security and data protection procedures
- comply with all applicable legislation
- comply with all applicable professional rules
- maintain appropriate internal complaints procedures
- notify KUBO immediately of any investigation, disciplinary proceedings, regulatory action or circumstances which could materially affect Accreditation

Failure to satisfy these requirements may result in suspension or termination of Accreditation.

4 Provider Responsibilities

The Provider agrees that it shall at all times:

- exercise independent professional judgement
- determine whether instructions should be accepted
- carry out Professional Services with reasonable skill and care
- comply with all legal and regulatory obligations applicable to its profession
- maintain appropriate client care standards
- maintain appropriate supervision of employees and consultants
- keep appropriate professional records
- comply with Service Standards
- cooperate reasonably with KUBO regarding Member enquiries
- maintain adequate resources to perform the Professional Services
- notify KUBO promptly of any material issue affecting a Member
- protect the reputation of KUBO
- refrain from making misleading statements regarding KUBO or the Membership Platform

5 Responsibility for Professional Services

5.1 The Provider acknowledges that it is solely responsible for every aspect of the Professional Services it provides.

5.2 Without limitation, the Provider accepts sole responsibility for:

- professional advice
- professional judgement
- accepting instructions
- carrying out Professional Services
- compliance with professional rules
- regulatory compliance
- complaints handling
- negligence
- professional indemnity insurance
- file management
- conflicts of interest
- confidentiality
- statutory duties
- all liabilities arising from the Professional Services

5.3 Nothing in this Agreement transfers responsibility for Professional Services to KUBO.

5.4 The Provider shall ensure that each Member receives all engagement documentation, client care information and regulatory notices required by applicable law or professional regulation before Professional Services commence.

5.5 The Provider shall remain solely responsible for the content, quality and outcome of all Professional Services provided to Members.

5.6 The Provider shall at all times remain professionally independent and shall exercise its own professional judgement in accordance with all applicable laws, regulations, professional rules and ethical obligations.

5.6.1 Nothing in this Agreement, nor any instruction, request, recommendation or operational guidance issued by KUBO, shall require or permit the Provider to act in a manner that is inconsistent with its legal, professional or regulatory obligations.

5.6.2 The Provider shall retain sole responsibility for: (a) determining whether to accept instructions from a Member; (b) determining the scope of any Professional Services; (c) the advice provided to a Member; (d) compliance with all applicable legal and regulatory requirements; (e) compliance with the rules of its professional regulator; and (f) exercising independent professional judgement at all times.

5.6.3 Where the Provider reasonably believes that any request, process or operational requirement of KUBO conflicts with the Provider's legal, regulatory or professional obligations, the Provider shall notify KUBO as soon as reasonably practicable. The parties shall work together in good faith to resolve the issue, provided always that the Provider's legal and regulatory obligations shall take precedence.

- 5.6.4** KUBO acknowledges that it shall not direct, supervise or influence the Provider's professional judgement, legal advice, regulatory decision-making or the manner in which Professional Services are delivered.
- 5.6.5** Nothing in this Agreement shall be construed as creating any relationship that compromises the Provider's professional independence or transfers responsibility for the Professional Services from the Provider to KUBO.

6 KUBO Responsibilities

KUBO shall:

- operate and maintain the KUBO Platform with reasonable skill and care
- administer the Membership scheme
- market and promote the KUBO Membership
- provide the Portal and Concierge services
- maintain the network of Accredited Professional Providers
- use reasonable endeavours to connect Members with appropriate Accredited Professional Providers
- provide reasonable operational support to the Provider
- administer the Commercial Terms in accordance with Schedule 2

KUBO does not supervise, direct or influence the Provider's professional judgement or the advice provided to Members.

7 Commercial Terms

7.1 Commercial Model

The commercial arrangements between KUBO and the Provider are set out in Schedule 2.

7.2 Payment

Where payment is due from KUBO, KUBO shall pay the Provider in accordance with Schedule 2. Unless expressly agreed otherwise, all invoices shall be payable within thirty (30) days of receipt of a valid VAT invoice.

7.3 No Guaranteed Revenue

The Provider acknowledges that Accreditation does not guarantee: a minimum number of Members; a minimum number of enquiries; a minimum volume of work; or any minimum income.

8 Service Standards

The Provider shall:

- comply with the Service Standards contained within Schedule 3
- respond to Member enquiries promptly
- maintain professional standards consistent with its regulatory obligations
- cooperate with KUBO in resolving operational issues

- notify KUBO promptly where it becomes unable to continue acting for a Member
- maintain adequate staffing and resources to perform the Professional Services

KUBO may review Service Standards periodically following consultation with Accredited Professional Providers.

9 Liability

9.1 Provider Responsibility

The Provider accepts sole responsibility for: all Professional Services; all professional advice; all professional judgement; all client care obligations; all regulatory compliance; all complaints relating to Professional Services; all professional negligence; maintaining appropriate professional indemnity insurance; and all liabilities arising directly from Professional Services.

9.2 KUBO Responsibility

KUBO shall remain responsible only for: operation of the Membership Platform; operation of the Portal; administration of Memberships; Concierge services; operational coordination. KUBO shall not be responsible for the Professional Services supplied by the Provider.

9.3 Indemnity

The Provider shall indemnify KUBO against any direct loss, liability, cost or expense suffered by KUBO arising directly from: (a) the Provider's breach of this Agreement; (b) negligence by the Provider; (c) fraud or fraudulent misrepresentation; (d) wilful misconduct; or (e) failure to comply with applicable legal or regulatory obligations. This indemnity shall not extend to losses caused by KUBO's own negligence or breach of this Agreement.

10 Confidentiality, Data Protection & Branding

Confidentiality

Each party shall keep confidential all Confidential Information received from the other party except where disclosure is required by law; required by a regulator; necessary for the provision of Membership Services or Professional Services; or authorised by the other party.

Data Protection

Each party shall comply with all applicable data protection legislation. Each party shall act as an independent controller of personal data unless otherwise agreed in writing.

Branding

During the Term the Provider may describe itself as: **Accredited Professional Provider within the KUBO Network**. The Provider shall not: represent itself as KUBO; use KUBO branding except in accordance with KUBO's Brand Guidelines; make statements suggesting KUBO is responsible for Professional Services.

11 Suspension and Termination

KUBO may suspend or terminate Accreditation immediately where: the Provider loses any required licence or authorisation; professional indemnity insurance lapses; regulatory action materially affects the Provider's

ability to perform Professional Services; the Provider commits a material breach of this Agreement; the Provider engages in fraud or dishonesty; the Provider brings KUBO into serious disrepute.

Either party may otherwise terminate this Agreement by giving thirty (30) days' written notice.

Termination shall not affect any ongoing professional engagement between the Provider and a Member unless otherwise agreed or required by law or regulation.

12 General

This Agreement constitutes the entire agreement between the parties.

Neither party may assign this Agreement without the written consent of the other, save that KUBO may assign this Agreement as part of a group reorganisation or business transfer.

If any provision is found to be unenforceable, the remainder of the Agreement shall remain in force.

Nothing in this Agreement creates any third-party rights under the Contracts (Rights of Third Parties) Act 1999.

This Agreement shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

SCHEDULE 1 Professional Services

PROVIDER NAME	PROFESSION
REGULATORY BODY	GEOGRAPHIC COVERAGE
SERVICES TO BE PROVIDED	
NAMED CONTACTS	

SCHEDULE 2 Commercial Terms

COMMERCIAL MODEL	FEE STRUCTURE
VAT	INVOICING
PAYMENT TERMS	REVIEW DATE

SCHEDULE 3 Service Standards

RESPONSE TIME	CLIENT CARE STANDARDS
COMMUNICATION STANDARDS	ESCALATION PROCEDURE
REPORTING REQUIREMENTS	
OPERATIONAL KPIS	

Execution

SIGNED FOR AND ON BEHALF OF KUBO PLATFORM LIMITED

NAME

POSITION

SIGNATURE

DATE

SIGNED FOR AND ON BEHALF OF THE PROVIDER

NAME

POSITION

ORGANISATION

SIGNATURE

DATE