

KUBO · DOCUMENT SUITE

KUBO Business Membership Agreement

The terms governing your Business Membership of the KUBO platform, the Membership Services provided by KUBO, and the coordinated access to Accredited Professional Providers.

VERSION

1.0

DATE

07 July 2026

DOCUMENT ID

KUBO-BMA-001

CLASSIFICATION

Confidential

This Business Membership 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 Member identified within Schedule 1 ("Member", "you" or "your"). By purchasing or renewing a KUBO Business Membership, you confirm that you have read, understood and agreed to the terms of this Agreement.

Definitions & Interpretation

Agreement means this KUBO Business Membership Agreement together with any schedules expressly incorporated into it.

Approved Professional Provider means any independent solicitor, law firm, accountant, tax adviser, HR consultant, financial adviser, insurance broker, surveyor, consultant or other professional organisation 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.

Concierge means KUBO's business coordination and member support service.

Confidential Information means all confidential, commercially sensitive, personal or proprietary information disclosed by either party.

Member means the individual, company, partnership or organisation identified in Schedule 1.

Membership means the business membership purchased from KUBO under this Agreement.

Membership Fee means the recurring subscription payable by the Member.

Membership Plan means the membership package selected by the Member, including the services and benefits described in Schedule 1.

Membership Services means the services supplied directly by KUBO under this Agreement, including where applicable: operation of the KUBO Portal; Concierge services; business coordination; the Six Lens Business Review; business monitoring; document management facilities; educational resources; access to Approved Professional Providers; member communications; discounts and preferential pricing; and any other services expressly included within the Member's Membership Plan.

Portal means the KUBO online platform, website, software, applications and associated digital systems made available to Members.

Professional Services means legal, accountancy, taxation, HR, insurance, financial, surveying or other professional services supplied by an Approved Professional Provider.

Six Lens Business Review means KUBO's proprietary business review methodology used to identify opportunities, risks and professional service requirements.

Interpretation. Unless the context otherwise requires: (a) headings are included for convenience only and do not affect interpretation; (b) words in the singular include the plural and vice versa; (c) references to legislation include any amendment or replacement of that legislation; (d) references to a person include any individual, company, partnership, LLP or other legal entity; (e) the words *including*, *includes* and *include* mean *including without limitation*; (f) references to clauses or schedules are references to clauses or schedules within this Agreement; and (g) where there is any conflict between this Agreement and Schedule 1, this Agreement shall prevail unless expressly stated otherwise.

1 About KUBO

- 1.1 KUBO is a managed business membership platform designed to help businesses access and coordinate professional services through a network of Approved Professional Providers.
- 1.2 KUBO's role is to operate the Membership Platform, manage Membership Services, coordinate access to Approved Professional Providers and improve the Member experience.
- 1.3 KUBO is **not** a law firm, accountancy practice, financial adviser, insurance broker or other regulated professional practice unless expressly stated in writing.
- 1.4 Professional advice and regulated services are provided independently by Approved Professional Providers.
- 1.5 Nothing in this Agreement creates a solicitor-client, accountant-client or other professional adviser-client relationship between the Member and KUBO.

2 Membership Services

- 2.1 During the Membership Term, KUBO shall provide the Membership Services included within the Member's Membership Plan.
- 2.2 Depending upon the Membership Plan selected, Membership Services may include:
 - access to the Portal
 - Concierge support
 - business monitoring
 - the Six Lens Business Review
 - document management tools
 - educational resources
 - introductions to Approved Professional Providers
 - member discounts
 - business health reviews
 - invitations to member events
 - other services published by KUBO from time to time
- 2.3 KUBO may improve, modify or replace Membership Services provided that such changes do not materially reduce the overall value of the Membership without reasonable notice.
- 2.4 KUBO shall use reasonable skill and care in providing the Membership Services.

3 Approved Professional Providers

- 3.1 KUBO maintains a network of Approved Professional Providers to assist Members with professional service requirements.
- 3.2 Approved Professional Providers remain entirely independent businesses.
- 3.3 Approved Professional Providers are not employees, partners, agents or representatives of KUBO.
- 3.4 KUBO may recommend or introduce an Approved Professional Provider where KUBO considers that provider suitable for the Member's requirements.

- 3.5** Approved Professional Providers remain free to accept or decline instructions in accordance with their own professional obligations, regulatory duties and capacity.
- 3.6** KUBO does not direct, supervise or control the professional judgement exercised by an Approved Professional Provider.

4 Professional Services

- 4.1** Where a Member requires Professional Services, KUBO may facilitate an introduction to an Approved Professional Provider.
- 4.2** All Professional Services are supplied solely by the Approved Professional Provider.
- 4.3** Professional Services do not form part of the Membership Services unless expressly stated otherwise.
- 4.4** Before Professional Services commence, the Approved Professional Provider may issue its own engagement letter, client care documentation or terms of business.
- 4.5** The Approved Professional Provider alone determines: (a) whether instructions will be accepted; (b) the scope of the work to be undertaken; (c) the advice to be provided; (d) how the work will be carried out; (e) compliance with applicable legislation and professional rules; and (f) any ongoing professional relationship with the Member.
- 4.6** Nothing in this Agreement shall require an Approved Professional Provider to accept instructions or continue acting where doing so would conflict with its legal, professional or regulatory obligations.
- 4.7** KUBO's role is limited to operating the Membership Platform and facilitating access to Approved Professional Providers. KUBO is not responsible for providing Professional Services and does not assume any duty of care in relation to the professional advice or services supplied by an Approved Professional Provider.

5 Responsibility for Professional Services

5.1 Independent Professional Responsibility

Each Approved Professional Provider is solely responsible for all Professional Services that it provides to a Member. Without limitation, the Approved Professional Provider shall remain solely responsible for:

- deciding whether to accept instructions from a Member
- establishing and managing its professional relationship with the Member
- providing all professional advice
- exercising its own independent professional judgement
- carrying out all professional work
- determining the scope of its instructions
- supervising its employees, consultants and agents
- complying with all applicable legislation, regulations and professional rules
- complying with any applicable regulatory authority requirements
- identifying and managing conflicts of interest
- maintaining appropriate professional indemnity insurance where required

- maintaining appropriate regulatory authorisations and licences
- handling complaints relating to Professional Services
- maintaining client files and records where required
- protecting confidential information received during the provision of Professional Services
- any liability arising from the Professional Services it provides

5.2 KUBO's Position

The Member acknowledges and agrees that: (a) KUBO is not the provider of Professional Services; (b) KUBO does not supervise or direct the professional judgement of any Approved Professional Provider; (c) KUBO does not control how Professional Services are delivered; (d) KUBO does not warrant the outcome of Professional Services; and (e) KUBO's role is limited to operating the Membership Platform and coordinating access to Approved Professional Providers.

5.3 Professional Liability

Any claim, complaint, allegation or liability arising from Professional Services shall be the responsibility of the Approved Professional Provider that supplied those Professional Services. Nothing in this Agreement transfers responsibility for Professional Services from the Approved Professional Provider to KUBO. Nothing in this Agreement limits any legal rights the Member may have directly against an Approved Professional Provider.

6 Membership Fees

6.1 Membership Fees

The Member agrees to pay the Membership Fee specified within the Membership Plan. Membership Fees are payable to KUBO and relate solely to the Membership Services provided under this Agreement.

6.2 Payment

Membership Fees shall be payable monthly in advance; or at such other intervals as agreed between the parties. Payments shall be made using the payment method approved by KUBO.

6.3 Professional Services

Unless expressly stated otherwise, Membership Fees do not include the cost of Professional Services. Where Professional Services are chargeable separately, the Member shall be informed before chargeable work begins.

6.4 Fee Changes

KUBO may review Membership Fees periodically. Any increase shall take effect only after providing the Member with not less than thirty (30) days' written notice.

7 Fair Use

7.1 Fair Use

Membership is intended to provide reasonable access to Membership Services. The Member agrees not to use the Membership in a manner which is excessive, abusive or materially inconsistent with its intended purpose.

7.2 Excessive Use

Where KUBO reasonably considers that Membership Services are being used beyond fair and reasonable levels, KUBO may: discuss the Member's requirements; recommend an alternative Membership Plan; agree additional services; or agree additional charges where appropriate. KUBO will always seek to resolve Fair Use issues reasonably and proportionately.

8 Confidentiality and Data Protection

8.1 Confidentiality

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

8.2 Data Protection

KUBO shall process personal data in accordance with applicable data protection legislation and KUBO's Privacy Policy.

8.3 Sharing Information

The Member authorises KUBO to share information with an Approved Professional Provider where reasonably necessary to arrange Professional Services; facilitate introductions; coordinate Member enquiries; administer Membership Services; or comply with legal or regulatory obligations. Approved Professional Providers remain independently responsible for their own compliance with applicable data protection legislation.

9 Intellectual Property & Acceptable Use

9.1 Intellectual Property

All intellectual property rights in the KUBO brand, Portal, software, Six Lens Business Review methodology, documents, systems, templates, educational materials and Membership Services remain the exclusive property of KUBO or its licensors. Membership does not transfer ownership of any intellectual property to the Member.

9.2 Licence

During the Membership Term, KUBO grants the Member a non-exclusive, non-transferable and revocable licence to use the Portal and Membership Services solely for the Member's internal business purposes.

9.3 Acceptable Use

The Member shall not: (a) misuse the Portal; (b) interfere with the operation or security of the Portal; (c) attempt to gain unauthorised access to any KUBO systems; (d) copy, reproduce or commercially exploit any KUBO intellectual property without prior written consent; (e) upload unlawful, defamatory, malicious or harmful material; or (f) knowingly introduce viruses, malware or other harmful software. KUBO may suspend access to the Portal where reasonably necessary to protect the Platform, other Members or the integrity of the Membership Services.

10 Liability

10.1 KUBO Liability

KUBO shall exercise reasonable skill and care in providing the Membership Services. KUBO shall remain responsible only for obligations arising directly from: the operation of the Membership Platform; administration of Memberships; operation of the Portal; provision of the Concierge; coordination of Approved Professional Providers; and any other Membership Services expressly provided by KUBO under this Agreement.

10.2 Professional Services

The Member acknowledges that Professional Services are provided independently by the relevant Approved Professional Provider. Accordingly, KUBO accepts no responsibility for: (a) legal advice; (b) legal representation; (c) accountancy services; (d) taxation advice; (e) financial advice; (f) insurance advice; (g) HR advice; (h) surveying services; (i) consultancy services; or (j) any other Professional Services supplied by an Approved Professional Provider. Responsibility for those Professional Services rests solely with the Approved Professional Provider.

10.3 Limitation of Liability

Nothing in this Agreement excludes or limits liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any liability that cannot lawfully be excluded. Subject to this clause, KUBO's total aggregate liability arising out of or in connection with this Agreement shall not exceed the total Membership Fees paid by the Member during the twelve (12) months immediately preceding the event giving rise to the claim. Neither party shall be liable for any indirect, consequential or special loss, including loss of profits, business opportunity, goodwill or anticipated savings, except where such exclusion is prohibited by law.

11 Suspension and Termination

11.1 Suspension

KUBO may suspend all or part of the Membership where: Membership Fees remain unpaid for more than fourteen (14) days; the Member materially breaches this Agreement; continued access may compromise the security or integrity of the Platform; suspension is required by law or a regulatory authority; or KUBO reasonably considers suspension necessary to protect other Members or Approved Professional Providers. Where reasonably practicable, KUBO will provide prior notice of any suspension.

11.2 Termination by the Member

The Member may terminate this Agreement by giving not less than thirty (30) days' written notice.

11.3 Termination by KUBO

KUBO may terminate this Agreement immediately where: the Member commits a material breach which is incapable of remedy; the Member fails to remedy a material breach within fourteen (14) days after written notice; fraudulent or unlawful activity is suspected; continuing the Membership would expose KUBO to legal or regulatory risk; or the Member becomes insolvent or ceases trading. Otherwise, KUBO may terminate the Membership on thirty (30) days' written notice.

11.4 Effect of Termination

Termination shall: end the Member's access to Membership Services; end access to the Portal; not affect any accrued rights; not automatically terminate any separate engagement between the Member and an Approved Professional Provider; and not affect any obligations intended to survive termination.

12 Complaints

- 12.1 Complaints relating to the Membership Platform or Membership Services should be made to KUBO using the complaints procedure published on the Portal or Website.
- 12.2 Complaints relating to Professional Services shall be made directly to the relevant Approved Professional Provider in accordance with that provider's own complaints procedure.
- 12.3 KUBO may assist Members in directing complaints to the appropriate Approved Professional Provider but shall not investigate or determine complaints concerning Professional Services.

13 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations where caused by circumstances beyond its reasonable control, including but not limited to: acts of God; flood; fire; pandemic; industrial disputes; war; terrorism; cyber attacks; telecommunications failures; utility failures; governmental action; or failures of third-party technology providers. The affected party shall notify the other party as soon as reasonably practicable.

14 General

14.1 Entire Agreement

This Agreement constitutes the entire agreement between KUBO and the Member relating to the Membership and supersedes all previous discussions, representations and agreements relating to its subject matter.

14.2 Variation

KUBO may amend this Agreement from time to time where reasonably necessary to: improve Membership Services; reflect changes in law; reflect regulatory requirements; reflect operational changes; or improve the operation of the Platform. Members will receive reasonable notice of any material changes.

14.3 Assignment

The Member may not assign or transfer this Agreement without KUBO's prior written consent. KUBO may assign this Agreement to another company within its corporate group or as part of a business transfer, provided this does not materially reduce the Member's rights.

14.4 Waiver

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision.

14.5 Severance

If any provision of this Agreement is found to be unlawful or unenforceable, the remaining provisions shall continue in full force and effect.

14.6 Third Party Rights

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement.

14.7 Notices

Any notice under this Agreement shall be given by email, through the Portal or in writing to the last notified contact details of the receiving party. A notice shall be deemed received: immediately where delivered through the Portal; on transmission where sent by email (unless an error message is received); or two Business Days after posting by first-class post.

14.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

14.9 Jurisdiction

The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising under or in connection with this Agreement.

SCHEDULE 1 Membership Plan

MEMBER DETAILS

MEMBER NAME

BUSINESS NAME

MEMBERSHIP TIER

MEMBERSHIP COMMENCEMENT DATE

COMMERCIAL & SERVICE TERMS

MONTHLY MEMBERSHIP FEE

PAYMENT METHOD

PRIMARY RELATIONSHIP MANAGER

RENEWAL DATE

INCLUDED MEMBERSHIP SERVICES

FAIR USE PARAMETERS (IF APPLICABLE)

Execution

This Agreement is entered into on the Membership Commencement Date.

SIGNED FOR AND ON BEHALF OF KUBO PLATFORM LIMITED

NAME

POSITION

SIGNATURE

DATE

SIGNED BY OR ON BEHALF OF THE MEMBER

NAME

POSITION (IF APPLICABLE)

BUSINESS NAME

SIGNATURE

DATE