

Fair Usage Policy

WATCH · PROTECT · GROW

EFFECTIVE DATE	VERSION	APPLIES TO	DOCUMENT ID	CLASSIFICATION
Upon adoption	1.0	KUBO business memberships	KUBO-FUP-001	Confidential

ONE CLEAR BOUNDARY ACROSS ALL THREE SERVICE LAYERS

Watch monitors. Protect provides proportionate routine support. Grow covers defined, separately priced legal projects.

1 Purpose and status

1.1 This Fair Usage Policy explains the reasonable limits applying to the Watch, Protect and Grow service layers supplied in connection with a KUBO business membership.

1.2 Its purpose is to preserve a responsive and sustainable service for all members, distinguish routine membership support from separately chargeable project work, and ensure that a member is told before any additional cost is incurred.

1.3 KUBO Platform Limited ("KUBO") is not a law firm and does not provide regulated legal services. Where legal advice or legal work is required, it will be provided by an independent SRA-regulated member law firm under that firm's own engagement terms.

1.4 This policy forms part of the Membership Agreement. It must be read with the member's Order Form, the Membership Agreement, any engagement terms issued by a member law firm and any Grow quotation. If there is an inconsistency about regulated legal work, the member law firm's engagement terms or an accepted Grow quotation will take precedence.

2 Core fair usage principles

2.1 Membership is intended for the ordinary legal, HR, compliance and commercial requirements of the member business. It is not an unlimited legal services retainer, a prepaid bank of solicitor hours or an emergency response service.

2.2 Fair usage is assessed by reference to the number, nature, urgency and complexity of requests, the professional time reasonably required and the member's pattern of usage.

2.3 Unless expressly agreed otherwise: the membership applies only to the legal entity named in the Order Form; services are provided during normal business hours and predominantly by telephone, email, video call or through the KUBO platform; allowances cannot be transferred between members, associated companies or accounting practices; unused allowances do not roll forward beyond the period to which they relate; closely related questions, documents, parties or events may be treated as one matter; a request may not be divided artificially to avoid a limit or separate charge; and response times are targets unless a separate service-level commitment has been agreed in writing.

2.4 A single unusual period of genuine need will not automatically be treated as unfair use. KUBO and the instructed member firm will consider the member's circumstances and overall usage pattern.

3 Services excluded from the standard membership

3.1 Unless expressly included in an accepted Grow quotation or other written agreement, membership does not include:

- court, tribunal, arbitration, mediation, regulatory or formal insolvency proceedings;
- advocacy, attendance at hearings or representation in formal meetings;
- urgent injunctions, emergency applications or guaranteed out-of-hours support;
- substantial drafting, negotiation, due diligence or document suites;

- tax, investment, pensions or regulated financial advice;
- foreign-law advice or multi-jurisdictional work;
- counsel, experts, court fees, search fees or other disbursements;
- work for a director, shareholder, employee or associated company whose interests may conflict with those of the member; or
- work relating to circumstances known before membership began but not disclosed during onboarding.

4 Watch: monitoring and early warning

4.1 What Watch includes

Watch is a monitoring and early-warning layer. Subject to the member supplying complete, accurate and current information, Watch may include monitoring of selected Companies House filing dates; prompts concerning VAT, PAYE and other dates supplied by the member or its accountant; reminders for identified contract, lease, licence and insurance renewal dates; employee, director and shareholder change triggers; monitoring of entries recorded in the member's KUBO risk or compliance register; one legal health check in each membership year; and one risk score or risk summary in each membership year.

4.2 Watch limits

Unless the Order Form states otherwise, Watch applies to one UK legal entity; up to five directors or shareholders; up to 25 employees, workers and regularly engaged individual contractors; up to ten material contracts, leases, licences or insurance policies; and the standard monitoring categories made available through the KUBO platform. A business exceeding those parameters may require an enhanced or bespoke monitoring arrangement.

4.3 What Watch does not do

Watch does not include daily supervision of the member's business, verification of information supplied, preparation or submission of statutory filings, calculation of tax or payroll liabilities, review of every business decision, or legal advice about a risk identified through monitoring. A Watch notification may recommend that the member obtains Protect support, instructs a member law firm, seeks another professional adviser or requests a Grow quotation.

4.4 Member responsibility

The member remains responsible for maintaining its own diaries and compliance systems, checking notifications, meeting statutory and contractual deadlines, keeping its information current and taking action when a risk is identified. KUBO cannot monitor information that has not been supplied, has been supplied inaccurately or is unavailable through an authorised integration.

5 Protect: routine legal and HR support

5.1 Protect provides proportionate support for the member's routine, day-to-day legal and HR requirements. It does not provide continuous access to a dedicated solicitor or HR adviser and does not cover substantial disputes, complex drafting, extended negotiations or formal representation.

5.2 Membership bands and controlling soft caps

The applicable band is determined by the size and structure of the member business and recorded in the Order Form. Unless otherwise agreed in writing, the following limits apply. “People” includes employees, workers and regularly engaged individual contractors. The price is per client company, not per accountancy practice; associated companies require separate memberships or a written group arrangement.

BAND	MEMBER PROFILE	FEE PCM	MATTERS / QUARTER	TIME / QUARTER	DOCUMENTS / QUARTER
Essential	1 company; up to 10 people	£159 + VAT	3	2 hours	2
Plus	1 company; 11–25 people	£249 + VAT	5	3 hours	3
Business	1 company; 26–50 people	£399 + VAT	7	4 hours	4
Bespoke	Over 50 people, group or unusual complexity	Quoted	Agreed	Agreed	Agreed

THE CONTROLLING CEILING

The professional-time allowance is an aggregate soft cap across all Protect activity. Calls, meetings, preparation, research, document review, drafting and correspondence all count towards it. It is not a separate allowance for each service category and is not a bank of hours that the member is entitled to exhaust.

5.3 Meaning of a matter

A “matter” is one identifiable issue, event, question or set of closely related questions. Related enquiries concerning the same parties, transaction, employment issue, debt, contract or sequence of events may be treated as one matter.

5.4 Routine advice, document review and HR

Protect includes initial and routine guidance capable of being given without substantial investigation, specialist research, extensive document review, formal correspondence or representation. Unless the instructed firm decides otherwise, an individual routine matter should require no more than 45 minutes of professional time.

A routine document review is a high-level review of a straightforward document of no more than 10 pages, with concise comments on material risks. It does not include line-by-line negotiation, substantial redrafting, preparation of a replacement document, review of a connected document suite, due diligence or advice on specialist regulation or foreign law. The document count in the applicable band is a maximum, and every review also counts towards the aggregate professional-time soft cap.

Routine HR support includes initial guidance on ordinary workplace issues and limited amendments to KUBO standard templates or short routine correspondence; any drafting counts towards the matter, document and professional-time limits in the applicable band. Protect does not include bespoke employment contracts, handbooks or policy suites; settlement agreements; workplace investigations; redundancy programmes; continuing disciplinary or grievance support; collective consultation; tribunal proceedings; or representation at meetings or hearings.

5.5 Debt recovery

Protect includes initial advice and the following number of initial letters before action in each quarter: Essential—one; Plus—two; Business—three; Bespoke—as agreed. Each request must concern a straightforward and apparently undisputed business debt owed by a debtor in England and Wales, supported by the relevant contract, invoice and account information. The allowance does not include disputed debts, further correspondence, negotiation, proceedings, insolvency action, enforcement, tracing or debts approaching a limitation deadline; those services are Grow work unless otherwise agreed.

5.6 Director protection, guarantees, wills and LPAs

The director protection and personal guarantee service includes initial register setup and one scheduled annual review, together with reasonable notification of material changes during the year. It does not include negotiation, dispute work or advice concerning actual or threatened enforcement. The annual will and lasting power of attorney services are review prompts only; drafting, amendment, registration, estate planning, trust advice and probate work require separate engagement and pricing.

6 Grow: defined and chargeable project work

6.1 Grow covers larger, specialist, higher-risk or more complex legal projects. Grow work is not included in the standard monthly membership fee and must be separately scoped and priced.

6.2 **Protect-to-Grow test.** A request will ordinarily become Grow work if any one or more of the following applies:

- it is reasonably expected to require more than 45 minutes of professional time as a standalone matter;
- it would take the member beyond the matter, document or aggregate time allowance for its Protect band;
- it requires a bespoke agreement, policy or substantial document to be drafted from scratch;
- it involves litigation, tribunal proceedings, threatened proceedings, regulatory investigation, formal negotiation or representation;
- it requires correspondence with another party beyond an expressly included initial letter;
- it involves multiple parties, several connected documents, complex facts, specialist regulation, due diligence or foreign law; or
- it carries material financial, regulatory, employment, reputational or personal liability risk.

6.3 **Who decides.** The instructed member law firm—not KUBO, the introducing accountant or the member—will determine whether requested legal work remains within Protect or requires a separate Grow engagement, by reference to the work reasonably required, professional duties, regulatory obligations, conflicts, complexity and risk.

6.4 **Approval before additional cost.** No chargeable Grow work will begin unless the member has first received and accepted confirmation that the request falls outside Protect; a concise explanation of the reason; the proposed scope of work and any material assumptions; the fee or charging basis; and the

relevant member law firm's engagement terms. A quotation may be fixed, capped, staged, hourly, retainer-based or otherwise agreed. If the scope later changes materially, the member firm will notify the member and obtain approval before undertaking material additional work, where reasonably practicable.

6.5 **Examples of Grow work:** shareholder or partnership agreements and bespoke commercial contracts; business acquisitions, disposals, investments, funding and restructures; employment tribunal defence, settlement agreements and substantial employment processes; commercial disputes, litigation, disputed debt recovery and enforcement; exit and succession planning; and regulatory investigations, complex data protection incidents and specialist projects.

7 Managing the soft cap

7.1 The stated professional-time limit is a soft cap designed to control disproportionate usage without requiring an adviser to stop abruptly in the middle of a short piece of work.

7.2 The instructed member firm may, at its discretion, complete a discrete item that marginally exceeds the allowance. Any such discretion does not increase the member's allowance; does not create a precedent or entitlement; may be taken into account when assessing further requests in the same quarter; and does not oblige the firm to begin substantial or chargeable work without separate approval.

7.3 When usage approaches or exceeds an allowance, KUBO or the member firm may explain the position, prioritise existing open work, defer non-urgent work, recommend a higher band or provide a Grow quotation.

7.4 Except in cases involving abuse, dishonesty, conflicts, illegality or serious professional risk, the member will normally be told about the concern and given a reasonable opportunity to discuss its usage before access is restricted.

8 Excessive, abusive or excluded use

Usage may be treated as excessive or abusive where there is persistent use materially above the applicable allowance, repeated substantially similar enquiries, excessive contact that obstructs progress, unreasonable demands for immediate or out-of-hours responses, abusive conduct, use for another business or third party, withholding or misrepresentation of material information, or an attempt to avoid a Grow quotation. KUBO will not restrict access merely because a member makes a legitimate complaint or makes reasonable use of the services it purchased.

9 Urgent matters and deadlines

Membership does not provide a guaranteed emergency or 24-hour response service. A member must identify any known deadline when submitting a request. Submission or acknowledgement of a request does not mean that KUBO or a member firm has accepted responsibility for meeting that deadline. An expedited service may be offered for a separate fee, subject to availability, conflict and compliance checks, and formal acceptance of instructions.

10 Acceptance of legal instructions

Access to Protect or Grow does not guarantee that a particular member law firm can act. Before providing regulated legal services, the firm may need to complete conflict, identity, anti-money laundering and source-of-funds checks; assess the matter; agree funding and scope; and issue engagement terms. A member firm may decline or cease to act where required by law, regulation, professional duties or its engagement terms.

11 Membership term and notice

Unless the Order Form states otherwise, membership has an initial minimum term of 12 months and fees are payable monthly in advance. At the end of the initial term, membership continues monthly and either party may terminate it on 30 days' written notice. KUBO may review the applicable band where the member's headcount, group structure, business complexity or usage materially changes. Any price change will be notified in advance and will not retrospectively reduce services already expressly agreed or paid for.

12 Review of this policy

KUBO may amend this policy to reflect changes in the service, demand, operating costs, law or regulatory requirements. Material changes affecting an existing member will take effect only after reasonable notice, subject to any change required sooner by law or regulation.

13 Contact

Questions on this policy or the applicable band: KUBO Platform Limited, 71–75 Shelton Street, Covent Garden, London, WC2H 9JQ · hello@kubo.partners · kubo.partners

IMPORTANT

This policy defines service boundaries only. Liability, complaints, data protection, termination rights and other contractual matters are governed by the Membership Agreement and, where legal services are provided, the instructed member law firm's engagement terms.