

KUBO · DOCUMENT SUITE

Professional Engagement Agreement

The terms of engagement between a Member and an Accredited Professional Provider following an introduction through the KUBO Membership Platform.

VERSION	DATE	DOCUMENT ID	CLASSIFICATION
1.0	07 July 2026	KUBO-PEA-001	Confidential

This Professional Engagement Agreement ("Agreement") is made between **The Professional Provider** identified in Schedule 1 ("**Provider**") and **The Member** identified in Schedule 1 ("**Member**"). This Agreement governs the Professional Services provided by the Provider to the Member following an introduction through the KUBO Membership Platform. **KUBO is not a party to this Agreement.**

Definitions

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

Professional Provider means the independent business identified in Schedule 1.

Professional Services means the services described in Schedule 1.

KUBO means Kubo Platform Limited, the operator of the KUBO Membership Platform.

1 Appointment

- 1.1 The Member appoints the Professional Provider to provide the Professional Services described in Schedule 1.
- 1.2 The Professional Provider accepts those instructions subject to this Agreement and any professional or regulatory obligations applicable to it.
- 1.3 This Agreement creates the professional relationship solely between the Member and the Professional Provider.
- 1.4 KUBO is not a party to this Agreement and assumes no responsibility for the Professional Services.

2 Scope of Services

- 2.1 The Professional Provider shall provide the Professional Services described in Schedule 1.
- 2.2 Any variation to the scope of the Professional Services shall be agreed between the Member and the Professional Provider.
- 2.3 The Professional Provider may refuse instructions where required by law, professional rules or regulatory obligations.

3 Provider Responsibilities

The Professional Provider shall:

- exercise independent professional judgement
- provide the Professional Services with reasonable skill and care
- comply with all applicable legislation
- comply with all applicable regulatory requirements
- maintain all required licences and authorisations
- maintain appropriate professional indemnity insurance where required
- protect confidential information

- maintain appropriate records
- maintain appropriate complaints procedures
- keep the Member reasonably informed regarding the progress of the Professional Services

4 Member Responsibilities

The Member agrees to:

- provide accurate information
- provide instructions promptly
- cooperate with the Professional Provider
- disclose all information reasonably required for the Professional Services
- respond to reasonable requests for information
- pay any agreed charges relating to the Professional Services where applicable

5 Professional Independence

The Professional Provider shall remain professionally independent at all times. Nothing contained within this Agreement or any communication from KUBO shall require the Professional Provider to act contrary to its legal, professional or regulatory obligations. The Professional Provider alone shall determine: whether instructions are accepted; the advice provided; the scope of work; the manner in which Professional Services are delivered.

6 Responsibility

The Professional Provider accepts sole responsibility for: Professional Services; professional advice; professional judgement; regulatory compliance; complaints; negligence; professional indemnity insurance; client care; confidentiality; file management.

The Member acknowledges that KUBO is not responsible for any Professional Services supplied under this Agreement.

7 Fees

Any fees payable for the Professional Services shall be agreed separately between the Member and the Professional Provider unless alternative commercial arrangements have previously been agreed. Nothing in this Agreement affects the Member's obligation to pay Membership Fees due to KUBO under the KUBO Business Membership Agreement.

8 Complaints

Complaints relating to the Professional Services shall be made directly to the Professional Provider. The Professional Provider shall investigate and determine complaints in accordance with its own professional obligations and complaints procedure. KUBO may assist in directing complaints but shall not investigate or determine complaints concerning Professional Services.

9 **Liability**

The Professional Provider accepts sole responsibility for all liabilities arising from the Professional Services. KUBO shall have no liability arising from: professional advice; professional negligence; professional judgement; regulatory compliance; the outcome of Professional Services. Nothing in this Agreement limits any statutory rights of the Member.

10 **Termination**

Either party may terminate this Agreement in accordance with applicable law or the Professional Provider's professional obligations. Termination of this Agreement shall not automatically terminate the Member's KUBO Membership. Termination of the Member's KUBO Membership shall not automatically terminate this Agreement unless agreed between the parties.

11 **General**

This Agreement constitutes the entire agreement between the Member and the Professional Provider relating to the Professional Services. This Agreement shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

SCHEDULE 1 **Engagement Details**

MEMBER

NAME

BUSINESS

PROFESSIONAL PROVIDER

ORGANISATION

PROFESSIONAL REGULATOR

PRIMARY CONTACT

ENGAGEMENT

PROFESSIONAL SERVICES — DESCRIPTION

CHARGES (IF APPLICABLE)

COMMENCEMENT DATE

SPECIAL TERMS

Execution

SIGNED FOR AND ON BEHALF OF THE PROFESSIONAL PROVIDER

NAME

POSITION

ORGANISATION

SIGNATURE

DATE

SIGNED BY OR ON BEHALF OF THE MEMBER

NAME

POSITION (IF APPLICABLE)

BUSINESS

SIGNATURE

DATE