

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") dated this 20 Sep 2020

BETWEEN:

United Sri Lankan Muslim Association (the "Client")

- AND -

Share Global Pty Ltd trading as YURE BUSINESS SOLUTIONS of 2803/63 Whiteman Street
Southbank, Melbourne, Victoria, 3006
(the "Service Provider").

BACKGROUND:

- A. The Client has sought the services of the "Service Provider" in relation to Annual Audit services.
- B. The "Service Provider" is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
- C. This Professional Services Agreement (PSA) and any associated Service Level Agreement (SLA) together comprise the FULL AGREEMENT.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the "Service Provider" (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the "Service Provider" to provide the Client with services (the "Services") consisting of:
 - o **Annual Audit Services for the financial Year Ending 30 June 2021, subject to further renewals upon Committees approval and resolution.**
2. The Services will also include any other tasks which the Parties may agree on. The "Service Provider" hereby agrees to provide scope of any such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and executed in a professional, trustworthy and mutually respectful manner.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in AUD (Australian Dollars).

Compensation

7. For the services rendered by the "Services Provider" as required by this Agreement, the Client will provide compensation (the "Compensation") to the "Service Provider" at the agreed rates per the respective Service Level Agreement. The fee for the year ending 30 June 2021, shall be capped at \$600 plus GST. Yure Business Solutions will absorb any costs above this amount.
8. The Client will be invoiced in two instalments 30% upfront and 70% at conclusion. This 30% shall be at the commencement of the audit.
9. Invoices submitted by the "Service Provider" to the Client are due for payment within 7 days of invoice date.
10. GST is in addition to the rates agreed.

Confidentiality

11. Confidential information (the "Confidential Information") refers to any data or information relating to the business or activity of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
12. The "Service Provider" agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the "Service Provider" has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
15. All written and oral information and material disclosed or provided by the Client to the "Service Provider" under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the "Service Provider".

Ownership of Intellectual Property

16. Any intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement and which is expressly not paid for by the client will become the property of the "Service Provider". The Client is granted a non-exclusive limited-use license of this Intellectual Property.
17. Title, copyright, intellectual property rights and distribution rights of such Intellectual Property remain exclusively with the "Service Provider".

Return of Property

18. Upon the expiry or termination of this Agreement, the "Service Provider" will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

19. In providing the Services under this Agreement it is expressly agreed that the "Service Provider" is acting as an independent contractor and not as an employee. The "Service Provider" and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
20. The "Service Provider" in undertaking the provision of the agreed services as identified in Clause 1 and 2 or under any other agreed Service Level Agreement in subsequent communications or requests, shall reserve the right to appoint external sub-contractors as it sees fit and suitable to provide the necessary accredited services.

Notices and Communications

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. USMAA

Address: PO BOX 5194. BRANDON PARK. VICTORIA 3150
email: info@usmaa.org.au

b. Share Global Pty Ltd Trading as YURE BUSINESS SOLUTIONS
2803/63 Whiteman Street Southbank, Melbourne, Victoria, 3006.

email: rj1160@outlook.com

or to such other address as either Party may from time to time notify the other.

Australian Business Number (ABN)

21. The Australian Business Numbers (ABN's) for the Parties to this Agreement are as follows:

a. USMAA: 162071 753 19

b. Share Global Pty Ltd: 28 102 279 827

Australian Company Number (ACN)

22. The Australian Company Numbers (ACN's) for the Parties to this Agreement are as follows:

a. USMAA: _____

b. Share Global Pty Ltd: 102 279 827

Indemnification

23. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Client Responsibilities and Disclosures

24. The client is responsible for the reliability, accuracy and completeness of the accounting records, particulars and information provided and disclosure of all material and relevant information. The client is required to arrange for reasonable access by the "service provider" and any contractor to relevant individuals and documents and shall be responsible for both the completeness and accuracy of such information supplied. Any advice given to the client is only an opinion based on knowledge of particular

circumstances and information provided. It is purely intended for the internal use of client's business, officers and its members. It is not meant for public use or for the use of external parties. To the extent information or data are used by outside parties, the "Service Provider" and or contractor (assigned) will not assume any responsibility for consequences of use of such information and data. It is the client's responsibility to ensure all information and data shared with external parties are at the sole discretion of the client and the client shall take full responsibility for the consequences of use and consumption of such information and data.

Client agrees to provide reasonable and sufficient access to digital records, accounting software, bank records and any other hard or soft records as it becomes necessary from time to time in the performance of the agreed services by the "Services Provider".

It is the responsibility of the Client to ensure only reading and printing access is provided to the "Service Provider". Client shall not provide any "writing, data entry, ability to change records or execute any financial and or banking transactions, under any circumstances to the "Service Provider". This applies to all online, cloud and any platform that the Client uses to operate their business and banking transactions.

The client is responsible for maintaining an adequate accounting and internal control system. Client has obligations under self-assessment to keep full and proper transaction records and statutory documents in order to facilitate the preparation of accurate financial statements and statutory returns. It is the client's responsibility to keep those records for five (5) years.

25. The client shall disclose to the "Service Provider" any information and data that would be reasonably expected to be disclosed in good faith during the course of this engagement. It is the intent of this clause that any information and data withheld that would have the effect of compromising the goodwill, proper provisioning of services and effectiveness of this relationship will be at the sole legal responsibility of the client. Notwithstanding any other clause in this agreement, the client shall indemnify the contractor for such omissions to the extent that the contractor has suffered damages or financial losses and or been served any charges as a consequent.

Modification of Agreement

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

27. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

28. The "Service Provider" will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Inurement

30. This Agreement will inure to the benefit of and be binding on the Parties and their respective successors, executors, administrators and permitted officers and assigns.

Titles/Headings

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

33. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Victoria, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

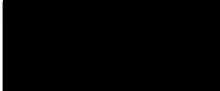
Waiver

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

36. **Signatures and Acknowledgement**

Signatures are placed with acknowledgment by the signatories that this agreement has been read, understood and necessary clarifications have been sought.

Share Global Pty Ltd Trading as YURE BUSINESS SOLUTIONS



USMAA Representative: Name and signature

"SEYAD AZMAAN"

(TREASURER - USMAA)

11 OCTOBER 2020