

**ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING ACT 2006
CONDITION OF AGREEMENT**

Ver.1.0/0719

This Agreement is between

Xynergy Pty Ltd trading as **Xynergy Realty** and *Vogue South Yarra Real Estate* (later in this document will be referred as **Xynergy**) (ABN 92 429 507 215)

of

25 Malcolm Street, South Yarra, VIC 3141

and

of

(later in this document will be referred as **Tenant**.)

Rights and Obligations of Xynergy

All information provided to Tenant must be true and accurate. Such information includes, but not limited to:

- a. The nature of the business and its operation;
- b. business licenses (including a certification or incorporation documents issued by a Government Agency);
- c. identification of Xynergy's authorised representative (*representative's company identification*); and
- d. Corporate email address (other than personal email account).

If Xynergy changes its address, suspends its business, or changes its domain name or contact number and other information, it must provide written notification to Tenant in advance.

Xynergy will inform Tenant prior in respect of any Change of Control of Xynergy.

Xynergy must not engage in and or assist Tenant to engage in illegal financial service activities, money laundering, split transaction, and other unlawful business activities, or engage in the false application, skimming, malicious acts or any such act which may contravene any law of Australia.

Xynergy agrees that it shall use best endeavours to take measures and precautions against illegal transaction by Tenant, and warrants that it will promptly resolve all problems and issues relating to customer service. In the event that Tenant suffers any loss arising from the circumstances in the course of the transaction, including but not limited to fraud, theft, disguised transaction and chargeback, Xynergy shall NOT be responsible for all such claims and losses. In the event that Tenant suffers any Loss arising from the circumstances in the course of transaction, including but not limited to fraud, theft, disguised transaction, chargeback, unauthorised account information disclosure, violation of applicable laws, rules and regulations, breach duties prescribed in this Agreement, the Tenant shall be responsible for all such claims and losses.

Once the Tenant signs the Agreement, the Tenant hereby understands, agree, and accept the terms and conditions of this Agreement on the Appendix.

Executed as an agreement on _____ (dd/mm/yyyy)

SIGNED ON BEHALF OF XYNERGY REALTY

Signature of Agent Representative

Name: _____

TENANT

Signature of TENANT

Name: _____

Signature of TENANT

Name: _____



