

# KEYLAW'S AML/CTF CUSTOMER DUE DILIGENCE RELIANCE ARRANGEMENT WITH REAL ESTATE AGENCIES

In this agreement:

Keylaw means: Lawlogic Pty Ltd ABN 87 609 697 341 trading as Keylaw Conveyancing

Agency: means any agency who act on this agreement pursuant to Clause 18

## 1. Purpose of this Arrangement

This Arrangement records the basis on which Keylaw will carry out AML/CTF customer due diligence, identity verification and related Know Your Customer (KYC) checks, and provide relevant KYC information to the Agency so that the Agency may consider whether it is appropriate to rely on that information for its own AML/CTF obligations.

Nothing in this Arrangement removes the Agency's own AML/CTF obligations. The Agency remains responsible for satisfying itself that reliance on Keylaw's Client Risk Assessment report is appropriate, that the customer due diligence is sufficient for the Agency's own money laundering, terrorism financing and proliferation financing risk, and that the Agency continues to comply with its own AML/CTF Program, policies, procedures, risk assessment, record keeping, privacy obligations and reporting obligations.

## 2. Background

From 1 July 2026, real estate professionals, lawyers and

conveyancers acting in real estate transactions are reporting entities for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

In real estate transactions, both Keylaw and the Agency are required to collect and verify information about the buyers and sellers involved in that transaction.

Keylaw undertakes AML/CTF compliance checks on their clients involved in real estate transactions to satisfy Keylaw's AML/CTF obligations.

The parties wish to avoid unnecessary duplication where appropriate, while maintaining strong AML/CTF compliance, privacy protection, record keeping and risk controls.

Keylaw will provide the Agency with a copy of its Client Risk Assessment to assist the Agency in complying with its AML/CTF obligations.

## 3. Status of the Parties

Each party represents that, to the extent required by law:

1. It is, or will be, registered with AUSTRAC as a reporting entity;
2. It has, or will have, an AML/CTF Program appropriate to its business;
3. It has appointed appropriate AML/CTF compliance responsibility within its business;
4. It will maintain policies, procedures and controls for customer due diligence, ongoing customer due diligence, enhanced customer due diligence, record keeping, privacy, data security and suspicious matter reporting;
5. It will ensure staff involved in AML/CTF functions receive appropriate training.
7. Provide the Agency with KYC information collected and verified by Keylaw in a Client Risk Assessment Report;
8. Provide copies or details of the independent and reliable data or documents used to verify the customer's KYC information, where requested and where disclosure is lawful;
9. Notify the Agency where Keylaw is unable to complete customer due diligence, subject to any tipping-off or legal restrictions.

#### 4. Scope of Services by Keylaw

Keylaw will perform the following AML/CTF- related services:

1. Collect information required for initial customer due diligence;
2. Verify identity information using reliable and independent data or documents;
3. Identify and verify relevant representatives, beneficial owners or controlling persons where required;
4. Conduct screening checks, including politically exposed person, sanctions and adverse media checks;
5. Assess whether further information or enhanced customer due diligence appears required based on information available to Keylaw;
6. Record the type of information collected, the method of verification, the outcome of verification and any relevant risk indicators identified;
5. Agency's Ongoing Obligations

The Agency acknowledges and agrees that:

1. The Agency remains responsible for its own AML/CTF compliance;
2. The Agency must decide whether reliance on Keylaw is appropriate having regard to the Agency's own ML/TF risk assessment;
3. The Agency must determine whether the CDD performed by Keylaw is sufficient for the Agency's designated service;
4. The Agency must conduct its own initial CDD, enhanced CDD or further checks if the Agency is not satisfied with the information provided by Keylaw;
5. The Agency must maintain its own AML/CTF Program and risk assessment;
6. The Agency must keep its own records of its decision to rely on Keylaw;

7. The Agency must ensure that any reliance is approved internally at the appropriate level;
8. The Agency must conduct regular assessments of this Arrangement;
9. The Agency must continue to monitor for changes in customer risk, transaction risk, adverse media, sanctions risk or other relevant risk indicators;
10. The Agency remains responsible for suspicious matter reporting and must not rely on Keylaw to discharge the Agency's reporting obligations unless expressly agreed in writing and permitted by law.

For clarity, Keylaw does not certify that the Agency has complied with its own AML/CTF obligations.

Keylaw provides information and verification outcomes to assist the Agency, but the Agency must satisfy itself.

## 6. Timing for Provision of Information

Keylaw will provide the Agency with KYC information collected and verified by Keylaw in the form of a Client Risk Assessment Report:

1. When Keylaw has completed its initial Client Risk Assessment; ; or
2. Within the timeframe permitted for delayed initial CDD, where applicable; and

Where the Agency requests details of data sources used by Keylaw to verify KYC information, Keylaw will provide

that information as soon as reasonably practicable, subject to privacy, confidentiality, professional obligations, legal privilege, technology limitations and tipping-off restrictions.

## 7. Records and Record Keeping

Keylaw will keep records sufficient to demonstrate:

1. The information collected;
2. The type and contents of data used for verification;
3. The verification method;
4. The outcome of verification;
5. Any decision to request further information or enhanced due diligence;
6. The date on which customer due diligence was completed;
7. The information provided to the Agency.

The Agency must keep its own records of:

1. Its decision to rely on Keylaw;
2. Why reliance was considered appropriate;
3. Any additional checks conducted by the Agency;
4. Any risk assessment or customer risk rating applied by the Agency;
5. Periodic reviews of this Arrangement;
6. Any senior manager approval required for this Arrangement.

## 8. Privacy and Collection Notices

Each party must comply with the Privacy Act 1988 and the Australian Privacy Principles to the extent they apply.

A party is not required to give a notice or disclose information to a customer where doing so would be inconsistent with tipping-off obligations or any other legal restriction.

## 9. Use and Disclosure of Personal Information

Each party may use or disclose personal information collected under this Arrangement only for:

1. AML/CTF compliance;
2. Customer due diligence;
3. Ongoing customer due diligence;
4. Enhanced customer due diligence;
5. Record keeping;
6. Responding to lawful regulator or law enforcement requests;
7. Transaction, conveyancing or related professional service purposes;
8. Any other purpose required or authorised by law;
9. Any purpose for which the customer has provided consent.

Neither party may use customer AML/CTF information for unrelated marketing or commercial purposes without lawful authority or consent.

## 10. Enhanced Customer Due Diligence

Keylaw may notify the Agency that enhanced customer due diligence

appears required, subject to tipping-off restrictions.

The Agency remains responsible for deciding whether enhanced customer due diligence is required for its own purposes and whether any additional steps must be taken before providing a designated service.

Where enhanced customer due diligence is required, the parties may agree on additional information or documents to be obtained, including source of funds, source of wealth, beneficial ownership, control structure, transaction purpose or other risk information.

## 11. Tipping-Off and Confidential Reporting

Nothing in this Arrangement requires either party to disclose information if disclosure would or could reasonably be expected to prejudice an investigation, breach tipping-off obligations, breach legal professional privilege, breach confidentiality obligations, or breach any law.

Where a party is unable to provide information for this reason, it may decline to provide the information without giving detailed reasons.

## 12. Audit, Assurance and Cooperation

Each party must reasonably cooperate with the other in relation to:

1. AML/CTF audits;

2. Independent evaluations;
3. Regulator enquiries;
4. Internal compliance reviews;
5. Privacy reviews;
6. Customer due diligence quality checks.

Keylaw may provide the Agency with information about Keylaw's AML/CTF procedures, privacy controls and security arrangements where reasonably required for the Agency to assess reliance, subject to confidentiality, security and privilege limitations.

### 13. Limitation of Responsibility

To the maximum extent permitted by law:

1. Keylaw will provide the AML/CTF Client Risk Assessment report it agrees to supply;
2. The Agency is responsible for its own reliance decision and compliance obligations;
3. Keylaw is not responsible for the Agency's AML/CTF Program, risk assessment, reporting
4. The Agency must conduct its own checks where required by law, its own AML/CTF Program, its risk assessment or the circumstances of the customer or transaction.

### 14. Suspension or Termination

Keylaw may immediately suspend or decline to provide AML/CTF information at any time, for any reason.

Termination does not affect obligations relating to confidentiality, privacy, record keeping, data security, retention, destruction or regulator cooperation.

### 15. Confidentiality

Each party must keep confidential all information received under this Arrangement, except where disclosure is:

1. Required or authorised by law;
2. Required for AML/CTF compliance;
3. Required for privacy compliance;
4. Required for regulatory, audit or professional obligations;
5. Made with consent.

### 16. Senior Manager Approval

Each party confirms that this Arrangement must be approved by an appropriate senior manager before reliance commences.

The Agency must retain evidence of its approval and its decision that reliance on Keylaw is appropriate.

### 17. Entire Arrangement

This document records the parties' arrangement for AML/CTF customer due diligence reliance. It may be supplemented by operating procedures, fee schedules, referral terms, privacy notices, data handling protocols or other written documents agreed between the parties.

## 18. Acceptance of Agreement

By relying on any Client Risk

Assessment prepared by Keylaw as compliance - in whole or in part- of the Agencies AML/CTF obligations in relation to a client the Agency is taken to have agreed to the terms and conditions of this Reliance Arrangement.