



# **Anti-Money Laundering and Counter-Terrorism Financing (Exemption—AMP Designated Business Group) Instrument 2025 (No. 5)**

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I, Daniel Mossop, National Manager, Policy, Rules and Guidance Branch of the Australian Transaction Reports and Analysis Centre (AUSTRAC) make the following instrument as a delegate of the AUSTRAC CEO.

Dated 14 March 2025

A handwritten signature in blue ink, appearing to read 'Daniel Mossop', is written over the page.

Daniel Mossop  
National Manager, Policy, Rules and Guidance  
AUSTRAC

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## 1 Name

This instrument is the *Anti-Money Laundering and Counter-Terrorism Financing (Exemption—AMP Designated Business Group) Instrument 2025 (No. 5)*.

## 2 Commencement

This instrument commences on the day after it is signed.

## 3 Cessation

This instrument ceases to have effect 28 days after:

- (1) a judgment or order is made that resolves the Proceedings; or
- (2) the Proceedings are dismissed or discontinued;

whichever occurs first.

If an appeal to the Proceedings is commenced, this instrument will cease to have effect 28 days after:

- (1) a judgment or order is made that resolves the appeal; or
- (2) the appeal is dismissed or discontinued;

whichever occurs first.

## 4 Authority

This instrument is:

- (a) made under paragraph 248(1)(a) of the Act; and
- (b) subject to conditions as authorised under paragraph 248(2)(b) of the Act.

## 5 Definitions

Note: A number of expressions used in this instrument are defined in section 5 of the Act, including the following:

- (a) AML/CTF Rules;
- (b) customer;
- (c) designated service;
- (d) person;
- (e) reporting entity.

In this instrument:

**Act** means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*.

**AMP customer** means a customer of any AMP DBG member.

**AMP DBG** (short for AMP Designated Business Group) means the designated business group established by AMP under Chapter 2 of the AML/CTF Rules.

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**AMP DBG member** means a reporting entity that is, or becomes, a member of the AMP DBG from time to time.

**AMP Services** means AMP Services Limited ACN 081 143 786.

Note: AMP Services is not a member of the AMP DBG.

**permitted recipient** means any of the following

- (a) **an AMP DBG member**
- (b) AMP Services;
- (c) a legal representative of AMP Services; or
- (d) a legal representative of an AMP DBG member

**Proceedings** means [REDACTED]

**suspicious matter material** means any information the disclosure of which would, but for the existence of this instrument, contravene subsections 123(1) or (2) of the Act.

## 6 Application

This instrument applies to the disclosure of suspicious matter material by AMP DBG members to permitted recipients for the purposes of, or in connection with, the Proceedings.

## 7 Exempt provisions

Each AMP DBG member is exempt from subsections 123(1) and (2) of the Act.

## 8 Conditions

- (1) This section specifies conditions that apply to the exemption.

### *Prohibitions*

- (2) Except as permitted under any instrument made by the AUSTRAC CEO or their delegate, section 123 of the Act or this section, an AMP DBG member must not communicate, or make disclosures of, suspicious matter material to any person.
- (3) An AMP DBG member may disclose suspicious matter material to a permitted recipient in connection with the Proceedings.

### *Confidentiality agreements*

- (4) An AMP DBG member that wishes to rely on the exemption in section 6 must enter into a confidentiality agreement with the permitted recipient prior to the disclosure of any suspicious matter material.

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Note: A confidentiality agreement may be a stand-alone agreement or form part of the agreement for the provision of legal services in connection with the Proceedings.

- (5) The confidentiality agreement must:
- (a) remain in force for as long as the permitted recipient requires access to the suspicious matter material in connection with the Proceedings; and
  - (b) be enforceable by injunction or damages.

*Obligations of confidence*

- (6) A confidentiality agreement from a permitted recipient must incorporate the following obligations:
- (a) The AMP DBG member must not communicate, or make disclosures of, suspicious matter material to any person other than:
    - (i) a permitted recipient; or
    - (ii) if the AMP DBG member is permitted to disclose the material to a person under section 123 of the Act—that person.
  - (b) a permitted recipient must:
    - (i) keep suspicious matter material confidential at all times; and
    - (ii) securely store any record of suspicious matter material; and
    - (iii) put in place adequate safeguards to protect suspicious matter material from unauthorised use or access.

*Other lawful disclosures*

- (7) To avoid doubt, entry into a confidentiality agreement does not preclude AMP DBG members or AMP Services from communicating, or making disclosures of, suspicious matter material that are otherwise permitted by law.

*Notify AUSTRAC CEO of inability to comply*

- (8) An AMP DBG member must, in writing, notify the AUSTRAC CEO within 14 days of any event that may affect the ability of the AMP DBG member to comply with this instrument.

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**Important Notice to the person named in this instrument**

1. Under subsection 248(3) of the Act, a person granted an exemption subject to one or more conditions must comply with the conditions specified in the instrument. Failure to comply with subsection 248(3) is a civil penalty provision and may result in any or all of the following:
  - the exemption ceasing to apply to the person during any period in which the person does not comply with the relevant condition/s;
  - the exemption being revoked;
  - the AUSTRAC CEO applying to the Federal Court of Australia for a civil penalty order requiring the person to pay a pecuniary penalty in respect of the breach.
2. Under sections 136 and 137 of the Act, it is an offence to provide false or misleading information or documents. If any of the information submitted by the applicant or its representatives is found to be false or misleading, the exemption may be revoked and action initiated against the applicant.
3. The person granted the exemption may request the AUSTRAC CEO to revoke or vary the exemption at any time.
4. Any request to vary or extend this exemption must be submitted to the AUSTRAC CEO or an approved delegate no later than 90 days before the date the change is requested to commence.
5. This exemption does not preclude the person from making communications or disclosures that are otherwise permitted by law.