



Anti-Money Laundering and Counter-Terrorism Financing Act (Exemption—Telstra Corporation Limited) Instrument 2025 (No. 4)

I, Daniel Mossop, National Manager of the Policy, Rules and Guidance Branch, make the following instrument as a delegate of the AUSTRAC CEO.

Dated 14 March 2025

A handwritten signature in blue ink, appearing to be 'D. Mossop', is written over a horizontal line.

Daniel Mossop
National Manager, Policy, Rules and Guidance Branch
Australian Transaction Reports and Analysis Centre

Contents

1	Name	1
2	Commencement.....	1
3	Cessation	1
4	Authority	1
5	Schedules	1
6	Definitions.....	1
7	Application.....	2
8	Exempted provisions	2
9	Conditions	2
Schedule 1—Repeals		4
	<i>Exemption 23 of 2022</i>	<i>4</i>

1 Name

This instrument is the *Anti-Money Laundering and Counter-Terrorism Financing (Exemption—Telstra Corporation Limited) Instrument 2025 (No. 4)*.

2 Commencement

This instrument commences on the day after it is signed.

3 Cessation

This instrument ceases to have effect 3 years after the day it is signed.

4 Authority

This instrument is:

- (1) made under paragraph 248(1)(a) of the Act; and
- (2) subject to the conditions in section 8 of this instrument, as authorised under paragraph 248(2)(b) of the Act.

5 Schedules

Each instrument that is specified in a Schedule to this instrument is amended or repealed as set out in the applicable items in the Schedule concerned, and any other item in a Schedule to this declaration has effect according to its terms.

6 Definitions

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

- (a) designated service.

In this instrument:

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

Business solutions means telecommunications, energy (including electricity and gas), ICT and health services.

ICT means information and communications technology.

Related company means:

- (a) Telstra Limited (ACN 086 174 781)
- (b) Telstra Group Limited (ACN 650 620 303)
- (c) Telstra Energy Retail Pty Ltd (ACN 645 100 447)
- (d) Telstra Energy Generation Pty Ltd (ACN 613 554 233)
- (e) Telstra Energy Markets Pty Ltd (ACN 645 100 456)
- (f) Telstra Purple Pty Ltd (ACN 097 323 781)

- (g) Telstra Health Pty Ltd (ACN 163 077 236)
- (h) Telstra International Australia Limited (ACN 003 429 883)
- (i) Amplitel Pty Ltd (ACN 648 133 073)
- (j) Telstra International Holdings Pty Ltd (ACN 648 133 475)
- (k) Telstra Holdings Pty Ltd (ACN 057 808 938)

Service Agreement means an agreement between Telstra or a related company and a corporate client in Australia to provide for the supply of business solutions, and equipment which is required to facilitate provision of the business solution, by Telstra or a related company.

Telecommunication services includes the provision of carriage and ICT services.

Telstra means Telstra Corporation Limited (ACN 051 775 556).

7 Application

This instrument applies to Telstra and a related company in respect of the provision of designated services covered by items 10 and 12 of Table 1 in subsection 6(2) of the Act.

8 Exempted provisions

Telstra and a related company are exempt from the following provisions of the Act:

- (1) Divisions 2 to 7 of Part 2 (other than section 39);
- (2) Divisions 2 to 5 of Part 3 (other than section 44);
- (3) Parts 3A, 5, 6 and 7;
- (4) Part 10 (other than section 118).

9 Conditions

This instrument is subject to the following conditions:

- (1) This exemption only applies where the supply of equipment by Telstra or a related company is, or was at one time, required to facilitate provision of business solutions under a Service Agreement.
- (2) Telstra must notify the AUSTRAC CEO, in writing, of any event that may affect its ability to comply with this instrument within 14 days of such an event occurring.

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. This exemption is specific to, or is based on an assessment of the:
 - information or documents provided by, or on behalf of, the person to AUSTRAC in support of the application made under subsection 248(1) of the Act; and
 - facts and circumstances relevant to the application, including the nature and type of business activities the person undertakes at the time of the application.
3. Under sections 136 and 137 of the Act, it is an offence to provide false or misleading information or documents to the AUSTRAC CEO. 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.
4. The person granted the exemption may request the AUSTRAC CEO to revoke or vary the exemption at any time.
5. 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.
6. This exemption does not preclude the person from making communications or disclosures that are otherwise permitted by law.

Schedule 1—Repeals

Exemption 23 of 2022

1 The whole of the instrument

Repeal the instrument.