



Anti-Money Laundering and Counter-Terrorism Financing (Modification—ANZ Designated Business Group) Declaration 2022 (No. 2)

I, Bradley Brown, make the following declaration as a delegate of the AUSTRAC CEO.

Dated 12 July 2022

A handwritten signature in black ink, appearing to be 'B. Brown', written in a cursive style.

Bradley Brown
National Manager, Regulatory Operations
AUSTRAC

Contents

1 Name.....	1
2 Commencement	1
3 Cessation.....	1
4 Authority.....	1
5 Definitions	1
6 Application	2
7 Schedules.....	2
Schedule 1—Modification	3
<i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006</i>	3

1 Name

This instrument is the *Anti-Money Laundering and Counter-Terrorism Financing (Modification—ANZ Designated Business Group) Declaration 2022 (No. 2)*.

2 Commencement

- (1) Each provision of this instrument specified in column 1 of the table commences, or is taken to have commenced, in accordance with column 2 of the table. Any other statement in column 2 has effect according to its terms.

Commencement information		
Column 1	Column 2	Column 3
Provisions	Commencement	Date/Details
1. Sections 1 to 7 and anything in the instrument not covered elsewhere by this table	The day this instrument is signed.	
2. Schedule 1	The day after this instrument is signed.	

Note: This table relates only to the provisions of this instrument as originally made. It will not be amended to deal with any later amendments of this instrument.

- (2) Any information in column 3 of the table is not part of this instrument. Information may be inserted in this column, or information in it may be edited, in any published version of this instrument.

3 Cessation

This instrument ceases to have effect on 12 July 2025.

4 Authority

This instrument is made under paragraph 248(1)(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) designated business group;
- (c) reporting entity.

In this instrument:

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

ANZ DBG (short for ANZ Designated Business Group) means the designated business group established by the Australia and New Zealand Banking Group Limited ACN 005 357 522 under Chapter 2 of the AML/CTF Rules.

6 Application

This instrument applies to a reporting entity that is, or becomes, a member of the ANZ DBG from time to time.

7 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 instrument has effect according to its terms.

Schedule 1—Modification

Anti-Money Laundering and Counter-Terrorism Financing Act 2006

1 After subsection 123(7AC)

Insert:

Exception—ANZ DBG

- (7AD) Subsections (1) and (2) do not apply to the disclosure of information by a reporting entity (the *first entity*) if:
- (a) the first entity is a member of the ANZ DBG; and
 - (b) the information relates to the affairs of a person who is, or was, a customer of the first entity or who made inquiries referred to in subparagraph 41(1)(c)(i) of the first entity; and
 - (c) the disclosure is made to an employee of a Service Centre for the purpose of enabling the Service Centre to provide AML/CTF services to the first entity; and
 - (d) the employee is:
 - (i) employed to provide AML/CTF services; and
 - (ii) subject to training equivalent to the risk awareness training program implemented by each member of the ANZ DBG in accordance with Part 9.2 of the AML/CTF Rules; and
 - (iii) subject to screening and re-screening processes and procedures equivalent to the processes and procedures under the employee due diligence program implemented by each member of the ANZ DBG in accordance with Part 9.3 of the AML/CTF Rules; and
 - (iv) approved, in writing, by the Compliance Officer or their nominated delegate to access or receive the information; and
 - (e) prior to making the disclosure, the first entity entered into an agreement with the Service Centre to protect the confidentiality of the information; and
 - (f) the agreement satisfies the conditions specified in subsection 123(7AE); and
 - (g) the information is:
 - (i) handled, stored, used and disclosed in accordance with ANZ's information security policies and procedures at all times; and
 - (ii) securely stored in data centres located in Australia; and
 - (iii) accessed through an encrypted connection.

Note: A reference to 'employee' also includes 'employees' (see section 23 of the *Acts Interpretation Act 1901*).

- (7AE) The following conditions are specified for the purposes of paragraph 123(7AD)(f):
- (a) the agreement must prohibit the Service Centre from disclosing the information, either directly or indirectly, to any person other than:

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- (i) the first entity; or
 - (ii) if the first entity is permitted to disclose the information to another person under this section—that person;
 - (b) the agreement must require the Service Centre to:
 - (i) keep the information confidential at all times; and
 - (ii) use the information only in connection with the provision of AML/CTF services; and
 - (iii) treat the information in accordance with the requirements in paragraph 123(7AD)(g); and
 - (iv) put in place adequate safeguards to protect the information from unauthorised use or access; and
 - (v) if the Service Centre receives a request to disclose the information to another person, government or other body of any kind (however described or constituted) under a law of a foreign country—notify ANZ and the first entity (if the first entity is not ANZ) within 48 hours of receiving the request;
 - (c) the agreement must continue in force until the Service Centre:
 - (i) ceases to provide AML/CTF services to the first entity; and
 - (ii) is not in possession of the information;
 - (d) the agreement must provide that, upon expiry or termination of the agreement, the Service Centre must:
 - (i) delete all electronic copies of the information; and
 - (ii) return or destroy any physical copies of the information; within 30 business days upon request by the first entity;
 - (e) the agreement is capable of enforcement by injunction or damages;
 - (f) the agreement is governed by the laws of the State or Territory in which the registered office of the first entity is located;
 - (g) the agreement must be given to the AUSTRAC CEO:
 - (i) if a new agreement is signed, within 14 days of both parties signing the agreement; or
 - (ii) if an agreement is already in place, within 14 days of this instrument coming in effect.

- (7AF) The Compliance Officer must, in writing, notify the AUSTRAC CEO within 5 business days of becoming aware of one or more of the following events occurring:
- (a) any event that may affect the ability of a member of the ANZ DBG to satisfy one or more of the requirements in subsection 123(7AD);
 - (b) any event that may affect the ability of a Service Centre to comply with one or more of the conditions of an agreement entered into for the purposes of paragraph 123(7AD)(e);
 - (c) the expiry or termination of an agreement;
 - (d) a Service Centre receiving a request (however described) to disclose the information to another person, government or body of any kind (however described or constituted) under a law of a foreign country;

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- (e) a Service Centre ceases to provide AML/CTF services to a member of the ANZ DBG;
 - (f) a Service Centre has deleted, returned or destroyed the information in accordance with a request made by a member of the ANZ DBG.
- (7AG) The board and/or senior management of ANZ must:
- (a) monitor each member of the ANZ DBG that relies on the exception in subsection 123(7AD) for compliance with the requirements under that subsection; and
 - (b) monitor each Service Centre for compliance with the conditions of any agreement entered into for the purposes of paragraph 123(7AD)(e); and
 - (c) take active steps to remedy non-compliance.
- (7AH) ANZ must:
- (a) if subsection 123(7AD) applies to a member of the ANZ DBG—undertake an annual independent review of the member’s compliance with the requirements under that subsection; and
 - (b) undertake an annual independent review of each Service Centre’s compliance with the conditions of any agreement entered into for the purposes of paragraph 123(7AD)(e); and
 - (c) provide the AUSTRAC CEO with a copy of the results of an independent review within 14 business days of being presented to ANZ senior management.
- (7AI) To avoid doubt, ANZ may, as agent of another member of the ANZ DBG, do any of the following things on behalf of that member:
- (a) if the requirements in subsection 123(7AD) apply to the member—disclose information relating to the member’s customers to a Service Centre;
 - (b) enter into an agreement with a Service Centre for the purposes of paragraph 123(7AD)(e);
 - (c) exercise the rights and obligations of the member under the agreement;
 - (d) any other thing that is necessary for the member to comply with subsection 123(7AD).

2 Subsection 123(12)

Repeal the subsection, insert:

(12) In this Act:

AML/CTF services (short for anti-money laundering and counter-terrorism financing services) means the following services provided by a Service Centre to one or more members of the ANZ DBG:

- (a) monitor, review or analyse transactions made by the member’s customers that are stored on, or accessible through, systems or infrastructure owned or operated by ANZ;
- (b) process and review transaction monitoring alerts in relation to the transactions mentioned in paragraph (a);

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- (c) undertake ongoing customer due diligence or enhanced customer due diligence measures in relation to the member's customers;
 - (d) escalate matters to the member's AML/CTF Compliance Officer, including matters that may result in the lodgement of a report under subsection 41(2).

ANZ means the Australia and New Zealand Banking Group Limited ACN 005 357 522.

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

Compliance Officer means the AML/CTF Compliance Officer appointed by ANZ under Part 9.5 of the AML/CTF Rules.

corporate group means a group of 2 or more bodies corporate that are related to each other under section 50 of the *Corporations Act 2001*.

registered office has the same meaning as in the *Corporations Act 2001*.

Service Centre means any of the following companies:

- (a) ANZ Support Services India Private Limited (Indian Company Number U72200KA2007PTCO43986), Eucalyptus, Manyata Embassy Business Park Special Economic Zone, Outer Ring Road Rachenahalli &, Manyata Tech Park Rd, Nagavara Village, Hobli, Bengaluru, Karnataka 560045, India;
- (b) ANZ Global Services and Operations (Manila) Inc. (Company Registration No. CS201004050), 12th Floor, Solaris One Building, 130 Dela Rosa Street, Makati, 1229 Metro Manila, Philippines.

Note: Service Centres are not members of the ANZ DBG.

Important Notice to the person named in this instrument

1. 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 modification may be revoked and action initiated against the applicant.
2. The person granted the modification may request the AUSTRAC CEO to revoke or vary it at any time.
3. Any request to vary this modification 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.