



## **Anti-Money Laundering and Counter-Terrorism Financing (Exemption—Forte Tech Solutions Pty Ltd) Instrument 2025 (No. 25)**

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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 exemption as a delegate of the AUSTRAC CEO.

Dated 23 September 2025

Daniel Mossop  
National Manager, Policy, Rules and Guidance Branch  
AUSTRAC

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## 1 Name

This instrument is the *Anti-Money Laundering and Counter-Terrorism Financing (Exemption—Forte Tech Solutions Pty Ltd) Instrument 2025 (No. 25)*.

## 2 Commencement

This instrument commences on the day after it is signed.

## 3 Cessation

This instrument ceases to have effect on 28 February 2026.

## 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 Definitions

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

- (a) ADI;
- (b) anti-money laundering and counter-terrorism financing program;
- (c) customer;
- (d) designated service;
- (e) person;
- (f) reporting entity.

In this instrument:

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

**Casey Block Services** means Casey Block Services Pty Ltd (ABN 19 619 574 186).

**CBDC** means central bank digital currency which is digital money issued by the central bank.

**DFCRC** means the Digital Finance Cooperative Research Centre.

**Forte Tech Solutions** means Forte Tech Solutions Pty Ltd (ABN 63 656 181 065).

**Participation Agreement** means an agreement entered into by RBA and the Forte Tech Solutions on 12 September 2025 in relation to Phase 2.

**Phase 2** means a collaboration between RBA, DFCRC and Forte Tech Solutions as part of Project Acacia to develop and test prototypes of one or more models for settlement of wholesale tokenised asset markets.

**Project Acacia** means a research project between RBA and DFCRC that explores different forms of digital money and associated infrastructure that could support the development of wholesale tokenised asset markets in Australia.

**RBA** means the Reserve Bank of Australia.

**Tokenised Asset** means a tokenised form of digital money backed by a prudentially regulated bank.

## 6 Application

This instrument applies to Forte Tech Solutions in relation to the provision of designated services covered by items 21, 22, 23, 24, 31, 32, 33, 34, 35, 36, 46 and 54 of table 1 in subsection 6(2) of the Act.

## 7 Exempt provisions

Forte Tech Solutions is exempt from the following provisions of the Act:

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

## 8 Conditions

This section specifies conditions that apply to the exemption.

- (1) There is an executed Participation Agreement between the Forte Tech Solutions and RBA.
- (2) Forte Tech Solutions must carry out its responsibilities and obligations as described in the executed participant agreement. This may include reporting any matters to the RBA that would give rise to a suspicious matter reporting obligation within the meaning of section 41 of the Act.
- (3) Forte Tech Solutions must retain records of all Project Acacia-related transaction activity for a minimum period of one year from the date of this instrument taking effect.
- (4) The designated services are provided solely as part of Phase 2.
- (5) The designated services involve:
  - (a) the issuance or redemption of a Tokenised Asset; and
  - (b) the exchange of a Tokenised Asset or an interest in a Tokenised Asset for money, property or digital currency between Forte Tech Solutions and Casey Block Services.
- (6) Forte Tech Solutions must, in writing, notify the AUSTRAC CEO within 14 days of any event that may affect their ability to comply with this instrument.

## **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.