



Anti-Money Laundering and Counter-Terrorism Financing (Exemption—Australian Bond Exchange Pty Ltd) Instrument 2025 (No. 28)

I, Daniel Mossop, National Manager, make the following instrument as a delegate of the AUSTRAC CEO.

Dated 28 October 2025

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

Contents

1	Name	1
2	Commencement.....	1
3	Authority	1
4	Definitions.....	1
5	Application.....	2
6	Exempt provisions.....	2
7	Conditions	2

1 Name

This instrument is the *Anti-Money Laundering and Counter-Terrorism Financing (Exemption—Australian Bond Exchange Pty Ltd) Instrument 2025 (No. 28)*.

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*.

Australian Bond Exchange means Australian Bond Exchange Pty Ltd (ABN 73 605 038 935)

DFCRC means the Digital Finance Cooperative Research Centre.

Participation Agreement means an agreement entered into by RBA and the Australian Bond Exchange on 30 September 2025 in relation to Phase 2.

Phase 2 means a collaboration between RBA, DFCRC and Australian Bond Exchange 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.

Use Case means each arrangement described in Schedule 3 of the Participation Agreement.

6 Application

This instrument applies to Australian Bond Exchange in relation to the provision of designated services covered by items 31, 32 and 50A of table 1 in subsection 6(2) of the Act.

7 Exempt provisions

Australian Bond Exchange are exempt from the following provisions of the Act:

- (1) Divisions 3 and 4 of Part 3; and
- (2) Parts 5, 6 and 6A.

8 Conditions

This section specifies conditions that apply to the exemption.

- (1) There is an executed Participation Agreement between Australian Bond Exchange and RBA.
- (2) Australian Bond Exchange must carry out its ongoing responsibilities and obligations as described in the executed Participation Agreement.
- (3) Australian Bond Exchange 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 and make such records available to AUSTRAC upon request.
- (4) The designated services are provided solely as part of Phase 2 and strictly in accordance with the terms of the Participation Agreement.
- (5) Australian Bond Exchange 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.