



## **ASX RECOVERY RULES**

### **SECTION 11 VOLUNTARY PAYMENTS**

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## SECTION 11 VOLUNTARY PAYMENTS

### 11.1 Voluntary Payment Notice

At any time after a Default has occurred, the ASX CCP may, by notice, invite each Participant to make a payment of funds (referred to as a **Voluntary Payment**) to the ASX CCP. The notice given by the ASX CCP under this Rule is referred to as the **Voluntary Payment Notice**. However, any failure to provide the Voluntary Payment Notice does not affect the ability of the ASX CCP to exercise any Recovery Powers, the ability of a Participant to make Voluntary Payments or any other rights or remedies under the ASX CCP Rules.

The ASX CCP may not invite a Participant to make a Voluntary Payment if that Participant is Defaulted Participant at the time of the Voluntary Payment Notice.

A Participant is not obliged to make a Voluntary Payment. The ASX CCP may choose, in its absolute discretion, whether or not to accept any Voluntary Payment.

If a Participant intends to make a Voluntary Payment, it must do so in the manner, and within the timeframe, specified for this purpose in the Recovery Handbook.

### 11.2 Treatment of Voluntary Payment

A Voluntary Payment, once received by the ASX CCP:

- (a) may not be withdrawn or revoked for any reason whatsoever; and
- (b) is the absolute and beneficial property of the ASX CCP and is to be applied or otherwise used by the ASX CCP for the purpose agreed with the Participant who made the Voluntary Payment.

### 11.3 Effect of Voluntary Payment

The payment of a Voluntary Payment does not give rise to:

- (a) any obligation for the ASX CCP to make good; or
- (b) any right, title or interest of the Participant (including under equity) to, any part or all of the Voluntary Payment or other amount, including interest, in connection with the Voluntary Payment, except:
  - (c) as set out in Rule 5 (Reimbursement); and
  - (d) to the extent the ASX CCP specifically states otherwise in writing in which case any such obligations or right, title and interest will be strictly limited to the amounts, obligations or rights set out in the ASX CCP's written statement.

**End of Section. Next page is no. 1201.**