

Designated Network Asset (DNA) Related Fees Terms and Conditions

Additional Fees apply for Powerlink to prepare a response to a DNA Access Request and respond to a DNA Services Application where Powerlink is the DNA Owner. Powerlink's fees for these services, which are set out below in Table 1, take effect from 1 April 2023.

Powerlink reserves the right to review and amend the fees at any time without notice and without any obligation to notify or inform the DNA Applicant.

Table 1: Additional DNA fees

Service	Fee (ex GST)	Type of activities
DNA Access Request	POA (\$20,000 - \$40,000)	DNA Access Request Report - provides indicative range of access fees for size, type and location of subsequent connecting party and may include, <ul style="list-style-type: none"> Stand alone cost of alternative connection (high level estimate - class 5) Avoided cost estimate – MLF Study Avoided cost estimate – work with existing connected parties to understand impact on new connection (3rd party cost once quantified) DNA asset owner's permission (where not owned by Powerlink)
DNA Services Application	POA (\$70,000 - \$140,000)	Fee includes <ul style="list-style-type: none"> Recovery of Powerlink DNA Compliance implementation DNA Access Policy preparation (including AER submission process) DNA Access Policy Amendment Fee (existing DNA only including website information update)
DCA/DNA Conversion Assessment and Implementation Fee For existing DCA only	POA (\$20,000 - \$90,000)	Fee includes <ul style="list-style-type: none"> Technical Standards Verification Report (non-Powerlink owned assets only) Tenure Standards Verification Report (non-Powerlink owned assets only) Additional Works/Activities Report (Powerlink owned assets only) DCA to DNA Conversion Agreement

Terms and conditions

By paying any of the above fees in Table 1, the DNA Applicant will be taken to have agreed to the following terms and conditions:

- Disclaimer
 - To the maximum extent permitted by law, Powerlink's total liability to the DNA Applicant is limited to the value of the applicable fee that is paid by the DNA Applicant to Powerlink.
- Payment terms
 - Fees are total fees (subject to exclusions)
 - Fees are payable in full before provision of the service commences.
 - Terms of payment are ten business days.

- Termination
 - The DNA Applicant may terminate the DNA Access Request or application at any time.
 - Powerlink may terminate the DNA Access Request, DNA Services Application or any related or associated activities in accordance with the applicable Access Policy, including where fees are not paid on time.
 - Fees are not subject to adjustment because of a termination and will not be refunded in whole or part following termination by the DNA Applicant.
- Intellectual property
 - Powerlink will retain any intellectual property arising from the DNA Access Request, DNA services Application process and any related or associated activities. The DNA Applicant must execute such documents or instruments, and do all other things reasonably required and requested by Powerlink to vest Powerlink's intellectual property arising from or in connection with information provided or created during the DNA access process and any related processes and activities.
 - During the DNA process, the DNA applicant is granted a single use licence (not assignable to any other person) for any information provided by Powerlink as part of a response to a DNA Access Request, DNA Services Application, related or associated activities or as part of Other Services, except where termination as above applies, in which case the licence is terminated and is revoked.
 - The DNA Applicant must not, and must ensure that its personnel, contractors and agents do not, use Powerlink's trademarks and brands without Powerlink prior consent, nor do anything that may adversely affect the goodwill, value or distinctiveness of Powerlink's trademarks and brands.
- Exclusions
 - Fees reflect internal work carried out by Powerlink only. Costs relating to services provided other persons, including AEMO must be paid by the customer on receipt of a tax invoice and in accordance with the invoice (unless payment terms are otherwise agreed by Powerlink). For AEMO, please refer to AEMO's website for AEMO's schedule of fees and charges.
 - Testing, witnessing and commissioning costs incurred during construction and energisation in respect of connection to the DNA are not covered by the connection application, DNA Access Request, DNA Services Application or DNA Conversion Request fees. Separate fees, charges and expenses are payable by the DNA Applicant for these activities.
 - Any changes in scope or design, including review of additional work undertaken by the DNA Applicant, are not covered by the connection application, DNA Access Request, DNA Services Application or DNA Conversion Request fees. Separate fees, charges and expenses are payable by the DNA Applicant for these activities.
 - Activities undertaken in addition to the work plan reflected in the fee calculated for provision of Other Services will be charged separately, on a fee for service basis.
- Confidentiality
 - Consistent with clause 5.3.8 of the NER, the information contained in Powerlink's response to a DNA Access Request is confidential information and must not be disclosed to a third party, unless agreed between the DNA Applicant and Powerlink.
 - The DNA Applicant may also be required to enter into a non-disclosure agreement with Powerlink on terms and conditions to be determined at the time and the DNA Applicant agrees to comply any request in this regard from Powerlink.

- The DNA Applicant consents to Powerlink using any information provided or disclosed to Powerlink during or in the course of the DNA process and related or associated process and such consent extends to: (a) Powerlink in relation to Chapter 5 of the Rules network connection processes; (b) Powerlink in relation to access to DNA Services; and (b) any Related Body Corporate of Powerlink (as defined in the *Corporations Act*).
- Assignment/novation
 - The DNA Applicant may not assign or novate any DNA process, activities and deliverables, or these terms and conditions, to any third party, without the consent in writing of Powerlink (and in Powerlink's absolute discretion) and any such consent may be subject to terms and conditions.
- Governing law
 - These terms and conditions are to be interpreted in accordance with and governed by the laws of the state of Queensland.