Effective as at 4 April 2024

Overview

Capitalised terms in this document have the meaning given in the Access Policy for the MacIntyre DNA (**Access Policy**), unless otherwise defined. Italicised words have the meaning given in the Rules.

At any stage prior to step 10 in the DNA Access Process, Powerlink as the DNA Owner may offer an Applicant an Access Agreement to become a Conditional Proponent, in return for a fee.

Becoming a Conditional Proponent means an Applicant receives, under an Access Agreement, a right to receive DNA Services for the MacIntyre DNA subject to the satisfaction of certain conditions, but is not yet required to make an unconditional commitment to pay a share of the Foundation Proponents' Shared Annual Annuity Charge in respect of the MacIntyre DNA calculated in accordance with the Access Policy and the DNA Management and Administration Deed (**Conditional Proponent Grant**).

The circumstances in which Powerlink (as DNA Owner) may (in its absolute discretion and without any obligation) provide an Applicant with a Conditional Proponent Grant are set out below.

1. The Applicant has engaged, in good faith, with Powerlink for receipt of DNA Services for the MacIntyre DNA, and has requested the Conditional Proponent Grant.

2. The Applicant has provided Powerlink with sufficient information for Powerlink to be reasonably confident in the likelihood of the Applicant's Facility proceeding to *connection* to the MacIntyre DNA within a reasonable timeframe, including the Applicant being able to identify, and commit to, milestones for the Facility's development that must be satisfied by reasonable milestone dates to retain the Conditional Proponent Grant.

3. The Applicant has agreed to the terms and conditions of the Conditional Proponent Grant (summarised below), including in relation to the payment of the relevant fees.

4. The Applicant has satisfied Powerlink that, based on the then available information, the Applicant's proposed Facility is not technically infeasible (i.e. the Applicant is still required to satisfy all DNA Owner and TNSP/AEMO requirements for access and *connection*, but at the time of the Conditional Proponent Grant, the Facility is not considered technically infeasible at the relevant stage of development, for example, due to the Applicant's Facility being untested technology, or the Applicant is seeking an Agreed DNA Transfer Limit in excess of the DNA Capacity).

Powerlink (as DNA Owner) may amend this document from time to time. Any amendments will become effective 15 Business Days after being published by Powerlink.

Terms and Conditions of a Conditional Proponent Grant – Summary

If Powerlink decides, as DNA Owner, to provide an Applicant with a Conditional Proponent Grant, then this will be given effect to by Powerlink (as DNA Owner) and the relevant Applicant entering into an Access Agreement on terms and conditions acceptable to Powerlink (as DNA Owner). The terms and conditions will include the following, unless otherwise agreed between Powerlink (as DNA Owner) and the Applicant.

- The Access Agreement specifies the Applicant's desired Agreed DNA Transfer Limit, indicative *connection* configuration and indicative date for *connection* of the Applicant's Facility.

- The Applicant cannot receive or use the DNA Services until all of the following conditions have been satisfied:

    o the agreed Facility development milestones are satisfied;

    o the Applicant and Powerlink execute the relevant agreement(s) to *connect* to and access the MacIntyre DNA, and the Applicant has acceded to the DNA Management and Administration Deed and IUSA Management and Administration Deed (being a deed of that name between Powerlink and all parties *connected* to the IUSA from time to time, giving effect to administrative matters in relation to the IUSA and Network Interface Assets);

    o the Applicant's Facility is physically and electrically connected to Powerlink's *transmission network*; and

    o Powerlink has constructed, commissioned and completed the MacIntyre DNA.

- The Applicant will pay a process and administration fee for Powerlink to process and administer the Applicant's request for a Conditional Proponent Grant and negotiate the Access Agreement (**Access Grant Request Fee**), and a separate grant fee for the grant of the Conditional Proponent Grant itself of $1,200,000 (ex GST) (**Grant Fee**). Both fees are non-refundable. If the Applicant subsequently connects to the DNA, the Grant Fee will offset the Applicant's charges for DNA Services. Powerlink may, at its discretion, negotiate alternative payment arrangements with an Applicant for the Grant Fee.

- The Access Agreement will facilitate the Applicant, as a Conditional Proponent, being involved in certain matters relating to the MacIntyre DNA (as a DNA Party but not an Existing Connected Party) in respect of the Applicant's Facility.

- The Access Agreement will expire on a specified sunset date (to be agreed by the Applicant and Powerlink), unless terminated earlier in accordance with the Access Agreement.

- Powerlink may terminate the Access Agreement if the Applicant:

    o fails to meet any agreed Facility development milestone by the relevant agreed milestone date and such requirement is not waived by Powerlink;

    o fails to pay the Access Grant Request Fee or Grant Fee by the applicable deadline date under the Access Agreement; or

    o becomes insolvent,

    and the breach is not remediable, or if the breach is remediable, the Applicant has not remedied the breach within a specified period (to be agreed by Powerlink and the Applicant) after Powerlink gives it a notice requiring it to do so.

- If the Access Agreement terminates or expires for any reason (other than due to the Applicant executing an Access Agreement under which it becomes an Existing Connected Party in respect of the Applicant's Facility, or under which the Conditional Proponent Grant continues along with an obligation to pay the Grant Fee), the Conditional Proponent Grant will terminate.

- Other terms and conditions required by Powerlink, including ancillary commercial and administrative matters.