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Agreement on Joint Control Pursuant to Article 26 of the GDPR

between

terranets bw GmbH
Am Wallgraben 135
70565 Stuttgart

and

Badenova Netze GmbH
Tullastraße 61
79108 Freiburg i. Br

and

NaTran
6 rue Raoul Nordling
92270 Bois-Colombes

and

NaTran Deutschland GmbH
Rosenthaler Str. 40/41
10178 Berlin

hereinafter collectively referred to as the “Parties” or “Joint Controllers.”

Preamble

The Parties are jointly conducting the cross-border call for expressions of interest.

The purpose of the call for expressions of interest is to identify potential hydrogen production capacities in the project areas of RHYN in France and RHYn Interco in Germany.

The Parties jointly determine the purposes and means of processing, collecting and analysing the data and further using the results. They are therefore joint controllers within the meaning of Article 26 of the GDPR for the processing of personal data described below.

1. Subject Matter of the Joint Processing

The subject matter of the joint processing is the collection, storage, analysis and use of data provided by companies as part of the RHYn Interco call for expressions of interest.

This includes, in particular:

- first and last names of contact persons,

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- email address,
- telephone number,
- company name,
- company address,
- information on production facilities, such as
    - location,
    - volumes and flow rates,
    - production periods,
    - Injection pressure
    - commissioning date
    - And other project-related information.

The data belong, in particular, to points of contact at companies participating in the call for expressions of interest.

2. Purposes of Processing

Processing is carried out exclusively for the following purposes:

- conducting the call for expressions of interest,
- identifying potential hydrogen production capacities,
- network and infrastructure planning,
- assessing possible connection and transport requirements,
- making contact in connection with the information submitted,
- preparing and developing of the projects RHYN and RHYn Interco.

3. Responsibilities

terranets bw takes the lead on:

- preparing and maintaining the privacy notices,
- coordinating the handling of data subject rights.

The Parties are jointly responsible for:

- determining the content of the call for expressions of interest,
- determining the purposes of data processing,

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- analysing the results,
- deciding on the further project-related use of the data,
- documenting data protection processes,
- receiving data protection enquiries.

4. Technical Operation

The contracting partner engaged for the technical operation of the form shall ensure that any necessary data processing agreements pursuant to Article 28 of the GDPR are concluded.

5. Data Subject Rights

Data subjects may exercise their rights against any Party.

If a Party receives such a request, it shall forward the request without undue delay to the other parties.

The Parties shall assist each other in handling:

- requests for access,
- requests for rectification,
- requests for erasure,
- objections,
- requests concerning data portability.

Irrespective of the above, data subjects may exercise their rights directly against any Party.

6. Information Obligations

The Parties shall ensure that data subjects are provided with the information required under Articles 13 and 14 of the GDPR.

For this purpose, project-specific privacy notices shall be provided for the call for expressions of interest.

7. Data Security

Each Party shall ensure compliance with the requirements of Article 32 of the GDPR within its area of responsibility.

In particular, the Parties undertake to:

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- protect personal data against unauthorised access,
- maintain appropriate technical and organisational measures,
- limit access permissions to the extent necessary.

8. Personal Data Breaches

Each Party shall inform the other Parties without undue delay of any personal data breaches affecting the joint collaboration.

The Parties shall coordinate any required notifications and communications under Articles 33 and 34 of the GDPR and shall assist each other in fulfilling these obligations.

9. Cooperation with Supervisory Authorities

Enquiries from data protection supervisory authorities shall be forwarded to the other Parties without undue delay.

The Parties shall coordinate their responses and measures to the extent permitted by law.

10. Liability

Liability towards data subjects shall be governed by the statutory provisions, in particular Article 82 of the GDPR.

As between the Parties, each Party shall be liable for infringements caused within its respective area of responsibility.

11. Term

This Agreement shall enter into force upon the commencement of the call for expressions of interest and shall terminate upon completion of the project and expiry of any applicable statutory retention and limitation periods.

16. November 2026

Signé par :
NaTran: Marie Abiven
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For NaTran

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16. November 2026

Signiert von:
NaTran Deutschland: Jan Meier-Glotzbach
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For NaTran Deutschland

13. November 2026

Signiert von:
Stephanie Seybold
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For terranets bw

13. November 2026

Signiert von:
Badenova Netze: Andreas Bayerer
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For Badenova Netze