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NORD KIDS

NON-DISCLOSURE AGREEMENT (NDA)

unilateral protection of Nord Kids information, designs, documentation and know-how

Document version

1.0

Date of preparation

13 July 2026

Effective date

as of the date of publication on the Platform

Disclosing Party

NORD KIDS sp. z o.o.

Address / NIP / KRS or CEIDG

ul. Świeradowska 47, 02-662 Warszawa · NIP: 5214148814 · KRS:
0001217860

Receiving Party

Customer / prospective partner / contractor indicated in the form or in the acceptance record

Purpose of disclosure

Evaluation, commencement or performance of B2B cooperation with Nord Kids

Document No. 4 in the Nord Kids B2B platform implementation package

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INTERPRETATIVE PRINCIPLE

The NDA protects information and the manner of its use. It does not replace the registration of industrial designs, trademark protection, licences for photographs or the evidentiary safeguarding of designs. It should operate as part of a broader package of Nord Kids documents.

INSTRUCTIONS FOR USE OF THE DOCUMENT

1. The Agreement may be applied before the handover of price lists, prototypes, drawings, technical files, photographs not yet placed on the market, plans for new products or other sensitive materials.
2. In the platform relationship, the Agreement should be made available in its full wording before acceptance, in a version that can be downloaded and saved. The system should record the document version, the date and time, the identifier of the company and of the user, the wording of the declaration and the technical data necessary to demonstrate acceptance.
3. A simple ticking of a checkbox must not be referred to as a "qualified electronic signature". Platform acceptance is intended to serve the conclusion of the Agreement and the recording of the declaration of intent; a qualified electronic signature is a separate mechanism.
4. Where a disclosure is of particularly high value, e.g. complete production documentation, a handwritten signature or a qualified electronic signature may be required, and individual markings may be applied to the files handed over.

RECOMMENDED MODEL

NDA accepted before the first access to the confidential part of the platform + acceptance register + automatic marking of downloaded files with the customer's identifier + limitation of user permissions + periodic reminder of confidentiality.

NON-DISCLOSURE AGREEMENT (NDA)

§ 1. Parties, conclusion and nature of the Agreement

1. The Agreement is concluded between NORD KIDS spółka z ograniczoną odpowiedzialnością, with its registered office in Warsaw (ul. Świeradowska

47, 02-662 Warszawa), NIP 5214148814, KRS 0001217860, hereinafter referred to as "Nord Kids" or the "Disclosing Party", and the entrepreneur indicated in the registration form, order, electronic acceptance record or the signature section of the Agreement, hereinafter referred to as the "Receiving Party".

2. The Agreement is unilateral in nature: it protects Confidential Information disclosed by Nord Kids. If the parties wish to have mutual protection, they should use a separate bilateral variant.

3. The Agreement may be concluded by: (a) accepting it on the B2B Platform in accordance with § 26, (b) exchanging documents signed by the parties, (c) affixing qualified electronic signatures to the document, or (d) any other manner enabling the content of the declarations and the persons making them to be established, provided that the law does not require a specific form.

4. The person accepting the Agreement on behalf of the Receiving Party declares that they are authorised to represent it or have been duly empowered to conclude the Agreement.

5. If the Agreement is concluded before an account is created on the Platform, the Receiving Party shall provide at least the full company name, legal form, address, business identification number, the first name and surname of the acting person and their business e-mail address.

§ 2. Purpose of the disclosure of information

1. Nord Kids may disclose Confidential Information solely for the purpose of evaluating the possibility of cooperation, preparing an offer, concluding or performing agreements, selling original Nord Kids products, providing technical support or performing other activities agreed with Nord Kids (the "Permitted Purpose").

2. The Receiving Party shall use Confidential Information solely to the extent objectively necessary for the achievement of the Permitted Purpose.

3. Any extension of the purpose of use requires the prior consent of Nord Kids in documentary form, unless the parties have stipulated a stricter form.

§ 3. Definitions

1. "Confidential Information" means the information specified in § 4, irrespective of the medium, format or manner of recording and of whether it has been marked as confidential, provided that its confidential nature follows from its content, the circumstances of its disclosure or the professional nature of the parties' relationship.

2. "Documentation" means in particular drawings, sketches, plans, CAD and 3D models, STEP, STP, DWG, DXF, STL, OBJ, 3MF and PDF files,

specifications, bills of materials, instructions, production files, templates, measurement data and working versions.

3. "Know-How" means non-public technical, technological, structural, material, organisational, production, quality, logistics and commercial knowledge of Nord Kids, including compilations of information which have economic value.

4. "Materials" means documents, files, messages, photographs, recordings, samples, prototypes, parts, pattern books, pre-launch products and other objects containing Confidential Information or enabling conclusions to be drawn about it.

5. "Representatives" means the employees, members of governing bodies, associates, professional advisers and subcontractors of the Receiving Party who must obtain access to Confidential Information within the scope of the Permitted Purpose.

6. "Platform" means the Nord Kids B2B platform and the accounts, repositories and material-sharing functions connected with it.

§ 4. Scope of Confidential Information

1. Confidential Information includes in particular technical, technological, organisational, commercial or other information having economic value which is not generally known or readily accessible to persons ordinarily dealing with this kind of information and in respect of which Nord Kids takes reasonable steps to maintain confidentiality.

2. The protection covers in particular:

- product designs, Documentation, dimensions, tolerances, structural solutions, joints, details and mechanisms;
- prototypes, samples, pattern books, tests, test results, quality requirements and control processes;
- technologies, sequence of operations, machine settings, tools, tooling, sources of materials and finishing methods;
- price lists, discounts, margins, calculations, costs, trade credit limits, forecasts, volumes and individual terms of cooperation;
- data of suppliers, subcontractors, partners, customers and business contacts, provided that their disclosure is lawful;
- launch plans, pre-launch products, sales strategies, schedules, information on production capacity and stock levels;
- passwords, tokens, protected links, account configurations, methods of securing the Platform and information about incidents;

- the content of negotiations, requests for quotations and the parties' arrangements, as well as the very fact that confidential talks are being held, if Nord Kids so indicates.

3. Confidential Information also includes studies, notes, analyses, compilations and conclusions prepared by the Receiving Party or its Representatives, if they reproduce, contain or disclose Nord Kids information.

4. The absence of a "confidential" marking does not deprive information of protection where a reasonable professional recipient should recognise its confidential nature. Marking materials nevertheless remains a recommended evidentiary measure.

§ 5. Exclusions from confidentiality and burden of proof

1. The obligations under the Agreement do not apply to information in respect of which the Receiving Party demonstrates by credible documents that it:

- was lawfully publicly available before its disclosure by Nord Kids;
- became publicly available without a breach of the Agreement by the Receiving Party or its Representatives;
- was lawfully known to the Receiving Party before its disclosure by Nord Kids and was not subject to a confidentiality obligation;
- was lawfully obtained from a third party entitled to disclose it without a confidentiality obligation;
- was independently developed without the use of Nord Kids Confidential Information.

2. The public disclosure of individual elements does not deprive of protection their non-public compilation, the manner of their combination, their parameters or their economic context.

3. The burden of demonstrating that a ground for exclusion exists rests with the Receiving Party to the extent permitted by law.

§ 6. Authorised Persons and liability of the Receiving Party

1. The Receiving Party may disclose Confidential Information only to Representatives who: (a) need to know it within the scope of the Permitted Purpose, (b) have been informed of the confidential nature of the information, and (c) are bound by a protection obligation at least equivalent to the obligations arising from the Agreement.

2. The Receiving Party shall limit the scope of disclosure to each Representative to the minimum necessary for the performance of their tasks.

3. The Receiving Party is liable for the acts and omissions of its Representatives relating to Confidential Information as for its own acts and omissions, subject to mandatory provisions of law.

4. Making information available to a manufacturer, production facility, design office, photographer, agency, marketplace operator or any other entity going beyond the ordinary servicing of the Permitted Purpose requires the prior consent of Nord Kids in documentary form.

§ 7. Permitted manner of use

1. The Receiving Party shall not use Confidential Information for its own production, competitive, design, research or training purposes, or for the benefit of a third party, outside the Permitted Purpose.

2. Without the prior consent of Nord Kids, the Receiving Party shall in particular not:

- copy Materials beyond the number necessary for the Permitted Purpose;
- remove markings, watermarks, metadata or identifiers assigned to the customer;
- publish Confidential Information on the Internet, in social media, messaging applications, marketplaces or public repositories;
- use Confidential Information as input data for public or shared generative artificial intelligence systems, automatic analysis tools, model training or services whose terms permit further use of the data by the provider;
- combine Confidential Information with the resources of another manufacturer in order to create a competing product or offer.

3. The prohibition concerning IT tools does not cover solutions approved by Nord Kids or implemented in a closed environment of the Receiving Party with appropriate safeguards, if the use is necessary for the Permitted Purpose.

§ 8. Prohibition on organising production outside Nord Kids

1. The Receiving Party may not use Confidential Information, Documentation, samples or pre-launch products to organise, prepare, price, test or commission the production of Nord Kids products, or of products based on Nord Kids solutions, with another manufacturer.

2. In particular, it is prohibited to hand over materials to third parties for the purpose of obtaining a quotation, making a copy, developing a substitute, creating a modified version or launching one's own production.

3. The prohibition does not restrict the Receiving Party's right to acquire or develop products developed independently, without the use of Nord Kids Confidential Information, or to use the knowledge and experience constituting its general professional qualifications.

4. If the Receiving Party wishes to commission a third party to carry out a technical activity relating to an original Nord Kids product, it shall, before handing over any materials, obtain the consent of Nord Kids specifying the recipient, scope, purpose and period of access.

§ 9. Designs, samples, prototypes and reverse engineering

1. Samples, prototypes, pre-production units, pattern books and products handed over solely for evaluation may not be copied, 3D-scanned, disassembled, measured for the purpose of reproduction, subjected to material analysis or used to prepare production Documentation without the consent of Nord Kids.

2. The restriction referred to in paragraph 1 is a contractual limitation of the Receiving Party's right to obtain information from objects lawfully in its possession, to the extent permitted by mandatory provisions of law.

3. An ordinary examination necessary to make a purchasing decision or to sell an original Nord Kids product does not constitute a breach, provided that it does not lead to the reproduction of the solution, the documentation or the production process.

4. At the request of Nord Kids, the Receiving Party shall return the sample or prototype in a non-deteriorated condition, taking into account normal wear and tear resulting from the agreed tests.

§ 10. Security measures

1. The Receiving Party shall apply at least the same level of care as it applies to the protection of its own information of comparable importance, but no lower than the reasonable level required of a professional entrepreneur.

2. The Receiving Party shall implement in particular, in a manner adequate to the risk:

- individual user accounts, strong passwords and – where available – multi-factor authentication;
- role-based access restriction and the "need to know" principle;
- system updates, protection against malicious software and encryption of portable devices;

- a prohibition on the use of private e-mail accounts and unapproved storage media for transmitting Documentation;
- secure destruction of printouts and storage media and control of backup copies;
- a procedure for withdrawing access from persons who have ceased to perform tasks related to the Permitted Purpose.

3. Nord Kids may communicate additional reasonable security requirements for particularly sensitive materials. Before obtaining access, the Receiving Party shall confirm its ability to meet them.

§ 11. Electronic files and cloud services

1. The Receiving Party may store Confidential Information in cloud services only where the service provides appropriate safeguards, access control, the ability to delete data and terms which do not entitle the provider to use the content for its own purposes.
2. Links to files should be restricted to users indicated by name, have an expiry date and, in the case of materials of elevated risk, require additional authentication.
3. Files may not be placed in public folders, code repositories, open project boards or systems indexed by search engines.
4. The Receiving Party shall retain the metadata and identifiers enabling the origin of a file to be established. It shall not circumvent technical safeguards or download limits.

§ 12. Confidentiality incident

1. The Receiving Party shall promptly, and no later than within 24 hours of its detection, notify Nord Kids of any actual or probable unauthorised access to, loss, disclosure, copying or use of Confidential Information.
2. The notification should, to the extent of the information available, indicate: the type of information, the time and circumstances of the incident, the persons or systems affected by the incident, the actions taken to mitigate the consequences and the Receiving Party's contact point.
3. The Receiving Party shall secure evidence, restrict further access, recover the disclosed materials where possible and cooperate with Nord Kids in remedial actions.
4. Reporting an incident does not in itself constitute an admission of liability, but a failure to provide timely information may increase the extent of the damage and be taken into account when assessing the performance of the Agreement.

§ 13. Disclosure required by law

1. If the Receiving Party is legally obliged to disclose Confidential Information to an authority, a court or another entitled person, it shall disclose only the scope strictly required by law.
2. Unless prohibited by law, the Receiving Party shall inform Nord Kids of the demand in advance and without delay, provide a copy of it and enable Nord Kids to take lawful actions aimed at limiting the disclosure or obtaining confidentiality protection.
3. The Receiving Party shall indicate to the recipient of the information its confidential nature and shall request the application of the available protective measures.
4. The provisions of the Agreement do not restrict a legally protected report of a breach of the law or a disclosure made in order to protect a legitimate interest protected by law, to the extent resulting from mandatory provisions of law.

§ 14. Return, deletion and archival copies

1. At the request of Nord Kids, upon the completion of the Permitted Purpose or upon the termination of the cooperation, the Receiving Party shall, within 7 business days: (a) return the physical Materials, (b) delete the electronic copies remaining under its control, and (c) cease using the Confidential Information.
2. Upon request, the Receiving Party shall submit a confirmation of the performance of these obligations, indicating the responsible person and the date of completion of the activities.
3. The Receiving Party may retain a single archival copy only where this is necessary to comply with a legal obligation, to defend against claims or for the operation of automatic backup copies whose selective deletion is technically disproportionate.
4. The archival copy may not be used operationally, shall remain secured and shall be subject to confidentiality obligations until it is deleted in accordance with the adopted retention period.

§ 15. Intellectual property rights and absence of licence

1. All rights to Confidential Information, Documentation, designs, materials and objects remain with Nord Kids or the relevant rightholder. The Agreement does not transfer intellectual property rights or ownership of the objects handed over, unless the parties expressly agree otherwise.
2. The disclosure of information does not constitute a licence, a consent to production, a design filing, the registration of a designation, the creation of

derivative works or the use of marketing materials beyond the scope specified in a separate agreement or licence.

3. The Receiving Party shall not file, in its own name or through third parties, applications for intellectual property rights based on Nord Kids Confidential Information.

4. Comments, suggestions and test results provided by the Receiving Party do not automatically transfer rights to Nord Kids. If the parties wish to use a result requiring a transfer of rights, they shall conclude a separate provision.

§ 16. Personal data

1. Each party processes the data of contact persons and representatives in accordance with the applicable data protection legislation and its own information obligation.

2. The data of the acceptance register, including online identifiers, should be limited to the scope necessary for security, the performance of the Agreement and the demonstration of its conclusion, and stored for a period justified by those purposes and by the limitation periods for claims.

3. The Agreement does not entitle the Receiving Party to receive Nord Kids personal data databases. Any such disclosure requires a separate legal basis and, where needed, a data processing agreement.

§ 17. Term of the Agreement

1. The Agreement is effective from the moment of its conclusion and remains in force throughout the entire period of the parties' talks and cooperation.

2. The obligations concerning Confidential Information other than trade secrets remain in force for 5 years from the date of the last disclosure of the given information or from the end of the cooperation – whichever event occurs later.

3. With respect to information meeting the criteria of a trade secret, the obligations continue for as long as the information retains that character, unless the loss of confidentiality occurred as a result of a breach of the Agreement.

4. The provisions concerning intellectual property rights, liability, dispute resolution and archival copies remain effective, to the extent resulting from their purpose, also after the termination of the Agreement.

§ 18. Liability and contractual penalty

1. The Receiving Party is liable for damage resulting from the non-performance or improper performance of the obligations specified in the Agreement on the principles arising from the governing law.
2. For each separate material breach of the obligations arising from § 6–§ 15, the Receiving Party shall pay Nord Kids a contractual penalty in the amount of PLN 50,000.00 (fifty thousand Polish zloty).
3. A material breach is deemed to include in particular: the unauthorised disclosure of Confidential Information to a third party; its use to organise production outside Nord Kids; the handover of Documentation to another manufacturer; the making of a copy or of reproduction documentation for production purposes; the publication of pre-launch materials; or the failure to take reasonable actions after the detection of an incident.
4. A single event, resulting from the same act and concerning the same recipient of the information, constitutes a single breach, even if it covers multiple files or elements. The further deliberate continuation of the breach after the expiry of the deadline indicated in a demand may constitute a separate breach.
5. Payment of the contractual penalty does not exclude Nord Kids' right to claim damages exceeding its amount, if the damage is higher, provided that such a stipulation is permissible under the governing law.
6. The contractual penalty is not stipulated for a delay in the payment of a monetary obligation.

§ 19. Claims and remedies

1. In the event of a breach, Nord Kids may, depending on the circumstances, demand the cessation of the act, the removal of its effects, the return or destruction of materials, the surrender of benefits, compensation for damage, the securing of claims and the application of other remedies provided for by law.
2. The Receiving Party acknowledges that the unauthorised disclosure of a design, documentation or pre-launch information may cause damage that is difficult to reverse and cannot always be fully remedied by a monetary payment.
3. The use of one remedy does not exclude other rights, unless mandatory provisions of law provide otherwise.

§ 20. No obligation to conclude a further agreement

1. The conclusion of the NDA does not oblige Nord Kids to disclose specific information, to conclude a sales agreement, to grant exclusivity, to grant a discount or to continue negotiations.

2. Either party may terminate the talks, subject to the obligations concerning information already disclosed.

3. Information provided in the course of preliminary talks may be indicative in nature. Binding product parameters, prices and deadlines result from a confirmed order or a separate agreement.

§ 21. Assignment, subcontractors and legal successors

1. The Receiving Party may not transfer its rights or obligations under the Agreement without the prior consent of Nord Kids in documentary form, with the exception of legal succession covering the entire enterprise, provided that the successor assumes the confidentiality obligations and is not a direct competitor of Nord Kids.

2. The use of a subcontractor does not release the Receiving Party from liability and is permissible only to the extent consistent with § 6.

3. The Receiving Party shall inform Nord Kids of a planned transformation, merger or disposal of its business if this may lead to the takeover of Confidential Information by a competing entity, provided that such an obligation is permissible under the law and capable of being performed.

§ 22. Notices

1. Notices connected with the Agreement may be given in documentary form to the e-mail addresses indicated by the parties, via the Platform or in writing to the registered office address.

2. A notice concerning a confidentiality incident should be addressed to: biuro@nordkids.pl and, if available, via the designated function of the Platform.

3. A change of contact details is effective upon informing the other party and does not constitute an amendment to the Agreement.

§ 23. Amendments and form of legal acts

1. An amendment to the Agreement requires documentary form, unless the parties have stipulated in the individual record the written or electronic form under pain of nullity.

2. The consent of Nord Kids to a disclosure, additional use, the making of a copy, a handover to a subcontractor or a derogation from the production prohibition requires at least documentary form and should unambiguously indicate the scope, the recipient, the purpose and the period of validity.

3. Silence, a failure to respond to a message, prior tolerance of a breach or a one-off waiver of the enforcement of a provision do not constitute a permanent amendment to the Agreement or a waiver of rights.

§ 24. Governing law and disputes

1. The Agreement is governed by Polish law, to the exclusion of conflict-of-law rules pointing to another law, to the extent permitted by mandatory provisions of law.
2. The parties shall first attempt to resolve the dispute amicably within 30 days of the service of a written or documentary demand describing the dispute.
3. After the ineffective expiry of that period, the dispute shall be heard by the court having territorial jurisdiction over the registered office of Nord Kids, if such a stipulation is effective between the given parties.

§ 25. Final provisions

1. The Agreement, together with the acceptance record and the expressly indicated annexes, constitutes the entirety of the arrangements concerning confidentiality within the scope covered by it. In the event of a conflict with a later individual agreement, precedence is given to the provision expressly indicated as replacing the NDA.
2. The invalidity or ineffectiveness of one provision does not affect the remaining ones. The parties shall replace it with a solution that is lawful and as close as possible to the economic purpose.
3. The headings serve solely to organise the content. The singular includes the plural and vice versa, unless the context indicates otherwise.
4. The Agreement has been drawn up in the Polish language. If other language versions are drawn up, the Polish version shall prevail.

§ 26. Electronic acceptance and signing

1. In the platform variant, the Agreement is concluded when an authorised user of the Receiving Party: (a) receives access to the full wording of the Agreement, (b) confirms the company details and the authorisation, (c) ticks a separate checkbox that is not pre-ticked by default, and (d) selects a button unambiguously indicating the conclusion of the NDA.
2. Recommended wording of the checkbox: "I have read the Nord Kids Non-Disclosure Agreement (NDA) v1.0, I act on behalf of the indicated entrepreneur and I accept the Agreement, including the restriction of the use of designs and documentation exclusively to cooperation with Nord Kids."
3. Before acceptance, the user should be able to download a durable copy of the document. After acceptance, the system shall send a confirmation to the verified e-mail address and make the document available in the account.

4. The system shall store at least: the identifier of the company and of the user, the wording of the declaration, the version and cryptographic hash of the document, the date and time, the account verification method, the e-mail address, the result of the acceptance and the adequate technical data and event logs.

5. Technical data, including the IP address, should be collected and stored in accordance with the principles of lawfulness, transparency, minimisation, security and storage limitation.

6. The platform variant is not presented as a qualified signature. If, for a specific disclosure, Nord Kids requires a form equivalent to the written form, the document should be signed by hand or with a qualified electronic signature.

ANNEX NO. 1 – CATALOGUE OF CONFIDENTIAL INFORMATION

The catalogue is illustrative in nature and serves to communicate unambiguously which categories Nord Kids treats as protected.

Category

Examples

Recommended level

Designs and construction

Drawings, CAD/3D, STEP/STL/DWG/DXF, dimensions, tolerances, details, prototypes

High

Production

Technologies, tools, parameters, sequence of operations, quality control, output

High

Pre-launch products

Photographs, names, visualisations, samples, launch schedules

High

Commerce

Price lists, discounts, margins, limits, forecasts, individual terms

Medium / high

Supply chain

Suppliers, subcontractors, sources of materials, stock levels and deadlines

Medium / high

Systems and security

Accounts, links, tokens, configurations, logs, incidents

High

Strategy

Development plans, markets, budgets, campaigns, non-public results

Medium / high

MARKING OF MATERIALS

Recommended file naming scheme: NK_[customer ID]_[design]_[version]_[date]_CONFIDENTIAL. Sensitive files should contain a visible or invisible identifier assigned to the recipient, provided that this is proportionate and lawful.

ANNEX NO. 2 – IMPLEMENTATION OF THE NDA ON THE PLATFORM

A. Acceptance screen

- Title: "Nord Kids Non-Disclosure Agreement (NDA) – acceptance required".
- Visible version number, effective date and a "Download PDF / DOCX" link.
- Full wording available before the checkbox; the checkbox must not be pre-ticked by default.
- A company confirmation field and a declaration of authorisation to act on its behalf.
- Button: "I ACCEPT AND CONCLUDE THE NDA".
- Alternative: "I do not accept" with information as to which functions will remain unavailable.

B. When the NDA is required

- before the first access to individual prices, designs or pre-launch materials;
- before downloading technical documentation, prototypes or production files;
- again after a material change to the wording of the NDA;
- for existing customers – upon the first login after the launch of the version, with confidential functions blocked until acceptance.

C. Evidence register

Field

Requirement

Document

Name, version, effective date, hash / identifier of the immutable content

Party

Company ID, name, NIP / identifier, account ID

Person

First name and surname, e-mail, role / basis of authorisation

Event

Date, time with time zone, result, exact wording of the checkbox and the button label

Technical

Session identifier and adequate logs; IP only to the extent justified and described in the privacy policy

Proof of delivery

Confirmation e-mail and a copy of the document available in the account

Immutability

No editing of an existing record; correction only by means of a new audit entry

D. Message for existing customers

PROPOSED MESSAGE

"We have introduced a Non-Disclosure Agreement covering Nord Kids designs, documentation, price lists and other non-public materials. In order to continue using the confidential functions of the platform and to place new orders on B2B terms, please read the NDA and accept it. Until acceptance, you may only access functions that do not require the disclosure of confidential information."

E. Acceptance tests for the contractor

- It is not possible to accept the document without opening or being provided with a link to its full wording.
- After a version change, the previous wording and all earlier acceptances remain available to the administrator.
- An attempt to download a protected file without a current acceptance results in a block and a clear message.
- The confirmation contains the correct version, date, company details and a link to the copy.
- The administrator can export a report of a specific acceptance without the possibility of modifying the source data; the deletion of an operational account does not automatically delete the acceptance register before the expiry of the established retention period.

ANNEX NO. 3 – TRADITIONAL / QUALIFIED SIGNATURE VARIANT

The following section should be used where the NDA is not concluded solely by platform acceptance or where Nord Kids requires a stronger identification mechanism.

Disclosing Party

NORD KIDS sp. z o.o.

Receiving Party

[FULL COMPANY NAME OF THE RECEIVING PARTY]

Person representing the Receiving Party

[FIRST NAME, SURNAME, POSITION, BASIS OF AUTHORISATION]

Date of conclusion

[TO BE COMPLETED]

Manner of signing

☐ handwritten signature ☐ qualified electronic signature ☐ other agreed method

Document identifier

NDA-NK-v1.0-[NUMBER / HASH]

NORD KIDS / DISCLOSING PARTY

first name and surname / position / date / signature

RECEIVING PARTY

first name and surname / position / date / signature

BASIS OF PREPARATION AND LEGAL NOTES

The information below does not form part of the contractual obligations. It is intended for the person implementing the system.

1. The Civil Code (Kodeks cywilny) permits a declaration of intent to be expressed by any conduct revealing it sufficiently, including electronically. Documentary form requires a document allowing its content to be read and the possibility of establishing the person making the declaration. The electronic form equivalent to the written form requires a qualified electronic signature.
2. The eIDAS Regulation provides that an electronic signature shall not be denied legal effect or evidentiary value solely because it is in electronic form; at the same time, equivalence to a handwritten signature is granted to a qualified electronic signature.
3. The Act on Combating Unfair Competition (Ustawa o zwalczaniu nieuczciwej konkurencji) protects information having economic value which is not generally known or readily accessible, provided that the rightholder has taken, with due diligence, steps to maintain its confidentiality. The NDA should therefore be supported by genuine organisational and technical safeguards.
4. In accordance with the principles of the GDPR, the data of the acceptance register should be adequate to the purpose, limited to the necessary scope, secured and stored for no longer than is justified by the purpose and by legal obligations.

Official sources used in the preparation

Civil Code (Kodeks cywilny) – consolidated text, Dz.U. 2024 item 1061:
<https://eli.gov.pl/api/acts/DU/2024/1061/text.pdf>

Act on Combating Unfair Competition (Ustawa o zwalczaniu nieuczciwej konkurencji) – consolidated text, Dz.U. 2022 item 1233:
<https://eli.gov.pl/api/acts/DU/2022/1233/text.html>

eIDAS Regulation (EU) No 910/2014 – consolidated text: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:02014R0910-20241018>

Regulation (EU) 2016/679 (GDPR): <https://eur-lex.europa.eu/legal-content/PL/TXT/HTML/?uri=CELEX:02016R0679-20160504>

WARNING

This draft does not constitute individual legal advice or a guarantee of effectiveness in a specific dispute. Its effectiveness depends on the parties' details, the authorisation of the accepting person, the manner of implementation, the proportionality of the provisions, the evidence and the specific facts of the case.