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NORD KIDS

TERMS OF COMMERCIAL COOPERATION

with clauses on confidentiality and the protection of Nord Kids designs, know-how and materials

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Nord Kids entity

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RULE OF INTERPRETATION

These Terms supplement the B2B Platform Terms and Conditions. The detailed Marketing Materials Licence will constitute a separate document. If a separate Non-Disclosure Agreement (NDA) or an individual commercial agreement has been signed, the more specific provisions shall prevail to the extent that they expressly govern a given matter.

NORD KIDS TERMS OF COMMERCIAL COOPERATION

These Terms of Commercial Cooperation (the "Terms") are entered into by and between:

1) NORD KIDS spółka z ograniczoną odpowiedzialnością, conducting business under the Nord Kids brand, with its registered office/address at: ul. Świeradowska 47, 02-662 Warszawa, NIP: 5214148814, KRS: 0001217860, e-mail: biuro@nordkids.pl, hereinafter "Nord Kids"; and

2) the business operator registered on the B2B Platform or entering into a commercial agreement with Nord Kids, whose details have been provided

upon registration, in an order or in an individual agreement, hereinafter the "Client".

Nord Kids and the Client are hereinafter jointly referred to as the "Parties" and each individually as a "Party".

CHAPTER I. GENERAL PROVISIONS AND DEFINITIONS

§ 1. Subject Matter and Scope of the Terms

1. The Terms govern the principles of ongoing or recurring B2B cooperation between Nord Kids, as the designer and manufacturer of products, and the Client, as a professional purchaser, distributor, reseller, agent, interior designer or other business partner.
2. The Terms cover in particular the protection of confidential information and trade secrets, Designs and Documentation, the rules for the use of the brand and materials, the prohibition on organising production outside Nord Kids using Nord Kids resources, the rules for verifying the origin of products, and the consequences of breaches.
3. The Terms apply to access to the Platform, negotiations, offers, orders, deliveries, presentations, resale, materials provided prior to the conclusion of an order, and contacts after the end of cooperation, to the extent indicated in the individual provisions.
4. The Terms are intended exclusively for business operators. If mandatory provisions of law grant a specific Client particular protection, the provisions of the Terms shall apply subject to such protection.

§ 2. Relationship with Other Documents

1. The following also form an integral part of the cooperation model: the B2B Platform Terms and Conditions, the Licence for the use of photographs and marketing materials, the Privacy Policy, the relevant order confirmation, and individual commercial arrangements.
2. In the event of a conflict, the following shall take precedence: (a) an individual agreement signed or accepted by both Parties; (b) the confirmation of a specific order – with respect to its parameters; (c) a separate Non-Disclosure Agreement (NDA) – with respect to confidentiality; (d) these Terms; (e) the Platform Terms and Conditions.
3. The absence of a reference to the Terms in an individual order does not exclude their application, provided that the Client has previously accepted the current version and the Terms have not been expressly excluded in documentary form.

4. The Client's general terms of purchase or other standard terms shall not bind Nord Kids unless Nord Kids expressly accepts them at least in documentary form.

§ 3. Definitions

1. Documentation – all technical and workshop drawings, instructions, material sheets, bills of components, diagrams, dimensions, tolerances, CAD/CAM, DWG, DXF, STEP, STP, STL, 3MF, OBJ and PDF files, parametric models, production files, mock-ups, prototypes and parts thereof.

2. Confidential Information – information specified in § 8, irrespective of the form of its recording, its marking and the channel of its transmission.

3. Client – a business operator acting in its own name or through a duly authorised person, who applies for access to the Platform, negotiates with or cooperates with Nord Kids.

4. Know-How – non-public technical, technological, structural, material, organisational, production, logistics and commercial knowledge of Nord Kids having actual or potential economic value.

5. Marketing Materials – photographs, videos, animations, visualisations, renders, graphics, texts, descriptions, instructions, catalogues, banners, social media files and other content intended for the presentation of the Products.

6. Authorised Person – an employee, associate, adviser or subcontractor of the Client who needs to know specific information in order to perform the cooperation and who is bound by a confidentiality obligation at least equivalent to the Terms.

7. Platform – the Nord Kids B2B service available at [Nordkids-b2b.com](https://nordkids-b2b.com) or its successor.

8. Nord Kids Product – a product designed and manufactured by Nord Kids and supplied by Nord Kids or by an entity acting on its express instruction; the term also includes approved variants, sets and accessories.

9. Design – any concept, sketch, form, appearance, structural or functional solution, arrangement of elements, decoration, colour variant, prototype or product development created by Nord Kids.

10. Territory – the area in which the Client is entitled to sell in accordance with individual arrangements or, where no such area has been indicated, the area for which Nord Kids has accepted deliveries.

11. Serious Breach – an act specified in § 35(2), in particular relating to unlawful production, transfer of the Documentation, breach of confidentiality, impersonating the manufacturer, or using the materials to sell products of third-party origin.

§ 4. Representations of the Parties

1. The Client represents that it acts as a business operator and that the person accepting the Terms is authorised to enter into obligations on the Client's behalf.
2. The Client represents that the information provided upon registration and in the course of cooperation is true, complete and up to date.
3. Nord Kids represents that it independently designs and manufactures the Nord Kids Products, subject to the use of subcontractors or component suppliers in accordance with its own organisation of production.
4. Nothing in the Terms establishes a partnership, franchise, agency, employment relationship or exclusivity, unless the Parties conclude a separate arrangement.

CHAPTER II. PRINCIPLES AND STANDARDS OF COOPERATION

§ 5. Professional and Loyal Nature of Cooperation

1. The Parties undertake to cooperate with the due diligence required in professional dealings and to provide each other with the information necessary for the proper performance of the agreed activities.
2. The Client may not use access to the Platform, the offer, samples or contacts obtained through Nord Kids for the purpose of knowingly infringing Nord Kids' rights, circumventing the agreed cooperation model or misleading customers.
3. The Client retains the freedom to conduct its own business and to purchase products from other manufacturers. The restrictions contained in the Terms relate exclusively to the use of rights, materials, Designs, Documentation, Know-How, designations and relationships obtained from Nord Kids.
4. Nord Kids may determine individual discounts, limits, access to collections, territories, sales channels or display conditions. Such arrangements require confirmation at least in documentary form.

§ 6. Standard of Presentation and Sales

1. The Client shall present the Nord Kids Products fairly and in accordance with the current technical and commercial information provided by Nord Kids.
2. The Client shall not attribute to the Products any properties, certificates, safety parameters, deadlines or warranties that Nord Kids has not confirmed.

3. The Client shall ensure that the Nord Kids Products are distinguished from products of other manufacturers, so that the customer is not misled as to the manufacturer, origin, quality or authorisation of the offer.

4. The Client shall not use the designations "official", "authorised", "exclusive", "manufacturer" or similar in relation to its relationship with Nord Kids without Nord Kids' prior consent in documentary form.

§ 7. Responsibility for Personnel and Cooperating Entities

1. The Client may disclose Confidential Information only to Authorised Persons and only to the extent necessary for the performance of the cooperation.

2. The Client shall inform the Authorised Persons of the confidential nature of the information and shall ensure that they are bound by obligations at least equivalent to the Terms.

3. The Client shall be liable to Nord Kids for the acts and omissions of the Authorised Persons to whom it has disclosed information or materials, as for its own acts and omissions, to the extent permitted by law.

4. The transfer of materials to a marketing agency, design studio, IT specialist, marketplace operator or other contractor does not confer on such entity any rights broader than the rights of the Client.

CHAPTER III. CONFIDENTIALITY AND TRADE SECRETS

§ 8. Scope of Confidential Information

1. Confidential Information means all non-public information disclosed to the Client by Nord Kids before or after acceptance of the Terms, irrespective of whether it has been marked as "confidential".

2. Confidential Information includes in particular: Designs and Documentation; production technologies and organisation; bills of materials; joining and assembly methods; tolerances; prototypes and samples; launch plans; test results; data on suppliers, subcontractors and costs; B2B price lists, discounts and margins; forecasts, volumes and production capacities; logistics rules; customer data; the content of non-public discussions and offers; passwords, links and Platform resources.

3. A compilation of information which may individually be public shall also be deemed Confidential Information if its selection, arrangement, combination or the conclusions drawn from it have economic value and are not generally available.

4. The fact that negotiations are being conducted, that a new collection is being prepared or that a prototype is being tested is confidential if Nord Kids has not made it public.

§ 9. Confidentiality Obligations

1. The Client shall use the Confidential Information exclusively to assess, commence and conduct the permitted cooperation with Nord Kids.
2. The Client shall not disclose, publish, sell, license, copy to an excessive extent or make available the Confidential Information to third parties without Nord Kids' prior consent.
3. The Client shall apply at least such protective measures as it applies to its own information of similar importance, and in any event no less than reasonable organisational and technical measures.
4. The Client shall not place non-public Documentation or Nord Kids files in public repositories, publicly accessible cloud services, file-sharing services, model libraries, social media or systems without access control.
5. The Client shall not use the Confidential Information as input data for publicly available generative artificial intelligence tools or services whose terms allow the service provider to use the data to train, develop or make available models, unless Nord Kids grants its consent in documentary form.

§ 10. Exclusions from Confidentiality

1. The confidentiality obligations shall not apply to information in respect of which the Client demonstrates that it: (a) was lawfully publicly available without breach of the Terms; (b) was lawfully in the Client's possession prior to disclosure by Nord Kids; (c) was lawfully received from a third party not bound by a confidentiality obligation; or (d) was independently developed without the use of the Confidential Information.
2. The burden of documenting the grounds for exclusion rests with the Client, without prejudice to mandatory rules of evidence.
3. Information does not cease to be confidential solely because parts of it are public, if its arrangement, application or economic significance remains non-public.

§ 11. Disclosure Required by Law

1. If disclosure of Confidential Information is required by a final and binding ruling, a decision of an authority or a mandatory provision of law, the Client shall – to the extent permitted by law – promptly inform Nord Kids prior to the disclosure.
2. The Client shall limit the disclosure to the minimum required scope and shall take the available steps to preserve confidentiality.

3. These provisions do not restrict the legally protected reporting of breaches of law or other cases in which a restriction on disclosure would be impermissible.

§ 12. Confidentiality Incident

1. The Client shall promptly, and no later than within 48 hours of discovery, notify Nord Kids of any loss, mistaken transmission, unauthorised access, publication or suspected use of Confidential Information.

2. The notification should describe the known circumstances, the scope of the information, the persons or systems affected by the incident, and the measures taken to mitigate its consequences.

3. The Client shall cooperate in securing the materials, changing access rights, removing publications and identifying the source of the incident, with due regard for the law and the Client's own trade secrets.

§ 13. Return, Deletion and Further Retention

1. Upon Nord Kids' request or after the end of cooperation, the Client shall return or permanently delete the Confidential Information and Documentation whose further possession is not necessary for the performance of a legal obligation, settlements, the defence of claims or the servicing of Products sold.

2. Upon a justified request, the Client shall confirm the performance of this obligation in documentary form.

3. Automatic backup copies may be retained until overwritten in the ordinary technical cycle, provided that they are not actively used and remain protected.

§ 14. Confidentiality Period

1. The confidentiality obligation applies throughout the entire period of negotiations and cooperation and for 5 years after its termination.

2. With respect to information constituting a trade secret, the obligation continues for as long as the information retains such character, unless the Parties expressly agree on a shorter period consistent with the law.

3. The expiry of the Terms does not confer any right to use the Documentation, Know-How, Designs or other protected resources.

CHAPTER IV. DESIGNS, DOCUMENTATION AND INTELLECTUAL PROPERTY RIGHTS

§ 15. Nord Kids' Rights

1. Nord Kids retains all rights vested in it to the Designs, Documentation, Products, photographs, videos, texts, designations, databases, names, trademarks and Know-How.
2. The protection covers copyright, rights in designs, marks and databases, trade secrets, claims arising from unfair competition and other rights – to the extent applicable to the given resource.
3. The provision of any material, sample, Product, file or access to the Platform does not transfer any intellectual property rights to the Client and does not constitute consent to production, reproduction, registration or the granting of sub-licences.
4. The absence of the © or ™ symbol, a watermark or a confidentiality notice does not constitute a waiver of rights.

§ 16. Electronic Documentation and Media

1. The protection covers Documentation provided via the Platform, e-mail, instant messaging, cloud services, network drives, WeTransfer or similar services, USB media, printouts, photographs, recordings, presentations, online meetings or physical samples.
2. The Client shall not remove metadata, markings, version numbers, author information or file security features without Nord Kids' consent.
3. The Client shall not convert the Documentation into other formats in order to circumvent restrictions, carry out production or make it available to a third party.
4. Permitted working copies must be limited to the number necessary for the permitted purpose and shall be subject to the same safeguards as the original.

§ 17. Samples, Prototypes and Pre-Launch Products

1. Samples, prototypes, test variants and pre-launch Products may be used exclusively for the purpose indicated by Nord Kids.
2. Without Nord Kids' consent, the Client shall not publish photographs, dimensions, parameters or prices thereof, or information on the planned launch.
3. Nord Kids may demand the return of a sample or prototype within a specified reasonable period. If the transfer was made for consideration and the Parties have not agreed on an obligation to return, such a demand requires a separate arrangement.

§ 18. No Right to Register Rights

1. The Client shall not file, in its own name or through third parties, applications for trademarks, designs, domains, social media account names or other designations identical or confusingly similar to Nord Kids' designations.
2. The Client shall not file as its own any Designs which it received from Nord Kids or which it developed using Confidential Information.
3. If, despite the prohibition, such a filing is made, the Client shall – irrespective of any other claims – upon Nord Kids' request take the steps necessary to withdraw the filing or transfer the rights, provided such transfer is consistent with the law.

§ 19. Reporting Infringements by Third Parties

1. The Client shall inform Nord Kids of any observed offers or activities of third parties which manifestly impersonate Nord Kids or use the Marketing Materials to sell products of third-party origin.
2. The Client is not obliged to conduct investigations or to bear the costs of protecting Nord Kids' rights, unless separately agreed.
3. Nord Kids shall independently decide on the manner and scope of enforcing its rights.

CHAPTER V. PROHIBITION ON COPYING AND ORGANISING PRODUCTION OUTSIDE NORD KIDS

§ 20. Prohibition on Using Resources for Production

1. The Client may not, without Nord Kids' prior consent, use the Designs, Documentation, Know-How, samples, prototypes, non-public technical photographs or information obtained from Nord Kids to manufacture products itself or to commission their production from another entity.
2. The prohibition covers the production of whole products, parts, structural elements, accessories and variants, if the process or the result is to a material extent based on Nord Kids' protected resources.
3. The prohibition also covers the transfer of dimensions, files, samples, measurement photographs or instructions to a third party for the purpose of preparing a quotation, prototype or production.
4. Nord Kids' consent must specify at least the product, purpose, contractor, territory, period and scope of use. The absence of a response from Nord Kids does not constitute consent.

§ 21. Prohibition on Reproduction and Reverse Engineering

1. To the extent permitted by law, the Client shall not carry out structural measurements, 3D scanning, CAD modelling, disassembly, destructive testing or other analyses of a Product, if the purpose or foreseeable effect thereof is the reproduction of the Design, Documentation or production process, or the organisation of production outside Nord Kids.

2. The prohibition does not cover ordinary assembly, maintenance, safe use, performance of warranty obligations or analyses required by law, provided that the results are not used for copying or unauthorised production.

3. The Client shall not create or commission 3D models, moulds, templates, cutting dies, tooling or machine programs serving the reproduction of a Product with the use of Nord Kids resources.

§ 22. Similar Products and Independent Development

1. The Terms do not establish a general non-compete obligation or a prohibition on the sale of products with a similar function, provided that such products have been lawfully and independently developed without the use of Nord Kids resources and do not infringe Nord Kids' rights.

2. However, it shall be deemed a breach to create a product presented as independent where its solutions, appearance or documentation have to a material extent been derived from Nord Kids' Designs, Documentation, samples or Confidential Information.

3. In the event of a dispute, Nord Kids and the Client may compare development dates, design documents and sources of materials, with due regard for the trade secrets of each Party.

§ 23. Prohibition on Circumventing Production Relationships

1. The Client shall not use data identifying Nord Kids' subcontractors, suppliers, engineers or other production partners, obtained solely through the cooperation, for the purpose of commissioning them to produce the Products or products developed with the use of Nord Kids resources.

2. The prohibition does not cover entities with which the Client cooperated prior to disclosure by Nord Kids or which are generally known and were engaged independently, provided that Nord Kids' Designs, Documentation and Know-How are not used.

3. The prohibition applies for the duration of the cooperation and for 3 years after its termination with respect to the specific production relationships disclosed to the Client as non-public.

§ 24. White Label, Private Label and Modifications

1. The sale of a Nord Kids Product under the Client's brand, the removal of the manufacturer's designations, a change of packaging, a permanent

modification of the structure or the commissioning of an individual version requires a prior separate arrangement.

2. Consent to a single white label project or modification does not constitute general consent and does not transfer any rights to the Design.

3. The Client may not present a modified Product as an original Nord Kids Product without Nord Kids' approval, if the modification may affect the safety, conformity or parameters of the product or the manufacturer's liability.

CHAPTER VI. BRAND, SALES AND MARKETING MATERIALS

§ 25. Nord Kids Designations

1. The Client may use the Nord Kids name and designations exclusively for the fair identification and sale of original Products, to the extent arising from the Terms and the separate Licence.

2. The Client shall not alter the logo, combine it with its own designation in a manner suggesting a joint enterprise, or use it in the name of its business, domain, account, shop or campaign without consent.

3. The Client may not suggest that it is the manufacturer, the owner of the Design or an entity authorised to grant further licences.

§ 26. Origin of the Products Offered

1. The Client may offer as a Nord Kids Product only goods purchased from Nord Kids or originating from a channel indicated by Nord Kids.

2. The Client shall not mix products of different manufacturers within a single product listing, variant, EAN code, marketplace offer or advertisement in a manner preventing the customer from identifying the origin.

3. If the Client sells both Nord Kids Products and similar products of other manufacturers, their offers, photographs, descriptions and designations must be clearly separated.

§ 27. Marketing Materials – Basic Principle

1. The Marketing Materials may be used exclusively for the promotion and sale of original Nord Kids Products, on the conditions set out in detail in the separate Licence.

2. It is prohibited to use Nord Kids photographs, videos, visualisations, descriptions or catalogues to offer, pre-sell, advertise or compare a product which has not been manufactured and supplied by Nord Kids.

3. The Client shall not provide the Marketing Materials to another manufacturer or agency for the purpose of preparing a copy of a product, an imitation of a photograph or material for a product of third-party origin.

4. Upon expiry of the right of use, the Client shall delete the Materials in accordance with the Licence and § 42.

§ 28. Online Channels and Marketplaces

1. The Client is responsible for ensuring that the content of offers in its online shop, marketplace services, price-comparison sites, social media, product advertisements and catalogues is up to date and consistent with the origin of the goods.

2. The Client shall not attach products of other manufacturers to existing offers, product listings, photographs, codes or reviews relating to Nord Kids Products.

3. The Client shall not use the names of Nord Kids models as names of its own or third-party products, unless describing an original Nord Kids Product.

4. If a sales platform automatically merges the offers of different sellers, the Client shall take the reasonable steps available in the system to avoid a misleading merger.

§ 29. Communication with Customers and Reputation

1. The Client shall not disseminate untrue or misleading information about Nord Kids, the Products, their safety, availability, warranty conditions or origin.

2. This provision does not restrict the right to express a fair opinion, submit a complaint, warn of a genuine risk or exercise rights provided for by law.

3. The Client shall inform Nord Kids, without undue delay, of any serious signals concerning the safety of the Products, incidents or demands of authorities relating to the Products.

CHAPTER VII. VERIFICATION OF COMPLIANCE WITH THE TERMS

§ 30. Monitoring of Publicly Available Offers

1. Nord Kids may analyse publicly available offers, advertisements, social media, marketplaces, catalogues and other public channels to the extent necessary to protect the brand, the Designs and the origin of the Products.

2. Such monitoring does not constitute permanent supervision of the Client and does not entitle Nord Kids to access the Client's private systems, correspondence or premises without a separate legal basis or consent.

3. Nord Kids may record public content in the form of screenshots, printouts, recordings of the page view or reports, in compliance with data protection rules.

§ 31. Test Purchase

1. Nord Kids may purchase a product offered publicly by the Client, including through an employee, attorney, law firm, specialised company or other person acting on Nord Kids' instruction.

2. A test purchase may be made without disclosing its purpose, provided that it is carried out in accordance with the law and the ordinary rules of sale applicable at the Client.

3. A product acquired through a test purchase may be photographed, measured, compared or examined by an expert to the extent needed to establish its origin, its conformity with the offer or an infringement of rights.

4. The mere fact of a test purchase does not determine that a breach has occurred. Conclusions should follow from the entirety of the material.

§ 32. Request for Explanations and Documents of Origin

1. In the event of specific and justified doubts, Nord Kids may call upon the Client to explain the origin of a product offered as a Nord Kids Product.

2. The Client shall, within a reasonable period, present documents enabling verification of the origin, in particular the order number, the purchase invoice from Nord Kids, the delivery document, the batch designation or commercial correspondence.

3. The Client may anonymise data irrelevant to the verification, including resale prices, end-customer data and other trade secrets, provided that after anonymisation the document still confirms the origin.

4. Nord Kids shall use the documents received exclusively to clarify the matter, protect its rights and perform its legal obligations.

§ 33. Verification of Materials and Samples

1. Nord Kids may ask the Client to send photographs of the product, its designations, packaging or batch numbers. An obligation to send a physical sample arises only where the Parties agree on the costs, the method of securing the sample and its return.

2. Nord Kids is not entitled, on the basis of the Terms alone, to enter the Client's registered office, warehouse or plant without the Client's consent or an appropriate legal basis.

3. Verification should be proportionate to the suspicion and conducted in a manner limiting disruption to the Client's business.

§ 34. Preservation of Evidence

1. Evidence may include public offers, correspondence, order confirmations, version and acceptance records, photographs, the product from a test purchase, an expert opinion, metadata and a record of the actions taken.

2. Nord Kids should store the material in a manner making it possible to demonstrate its date, source, integrity and the persons having access.

3. These provisions do not alter the statutory rules on the admissibility and assessment of evidence by a court or authority.

CHAPTER VIII. BREACHES, PROTECTIVE MEASURES AND CONTRACTUAL PENALTIES

§ 35. Categories of Breaches

1. A breach is any non-performance or improper performance of an obligation arising from the Terms.

2. A Serious Breach is, in particular: (a) commissioning production with the use of a Nord Kids Design, Documentation or Know-How; (b) transferring production materials to a third party; (c) disclosing a material trade secret; (d) using the Marketing Materials to sell a product of third-party origin; (e) impersonating the manufacturer; (f) filing for rights to a Nord Kids Design or designation; (g) knowingly misleading customers as to the origin of a product.

3. Repeated breaches of lesser gravity may be treated as a Serious Breach if the Client fails to remedy them despite a demand to do so.

§ 36. Clarification Proceedings

1. Save in urgent cases, Nord Kids shall provide the Client with a description of the suspicion and set a deadline for explanations, as a rule no shorter than 5 business days.

2. In an urgent case, in particular where disclosure of the Documentation, publication of misleading offers or unauthorised production is ongoing, Nord Kids may first secure its interests by suspending access, revoking the licence or demanding immediate cessation.

3. The Client may present evidence, point out an error, remedy the breach and propose remedial measures.

4. The initiation of clarification proceedings does not constitute a waiver of claims and does not oblige Nord Kids to disclose information the disclosure of which could hinder the protection of its rights.

§ 37. Protective and Remedial Measures

1. Depending on the gravity and urgency of the matter, Nord Kids may: issue a warning; demand cessation; demand the removal of offers or materials; revoke the licence; suspend the Account; withhold new orders or deliveries to the extent permitted by law; terminate the cooperation; demand the return or deletion of the Documentation; and pursue penalties, damages and other claims.

2. The Client shall remedy the breach within the period indicated in the demand, appropriate to the nature of the matter. For public offers and Marketing Materials, the standard period is 3 business days, unless urgency justifies a shorter period.

3. If removal from an external platform depends on its operator, the Client shall, within the set period, provide evidence of having submitted an effective removal request and shall repeat its efforts until the removal is effected.

§ 38. Contractual Penalties

1. For each separate Serious Breach of non-monetary obligations concerning confidentiality, the transfer of the Documentation, the use of a Design or Know-How for production, the commissioning of production from another entity, or the circumvention of a production relationship, the Client shall pay Nord Kids a contractual penalty of PLN 50,000.

2. For each separate use of Nord Kids Marketing Materials for the public offering or advertising of a product not originating from Nord Kids, the Client shall pay a contractual penalty of PLN 10,000 per separate offer, campaign or publication, provided that multiple technical displays of the same unaltered publication constitute a single breach.

3. In the event of failure to perform the obligation to remove a public offer or material after the expiry of the deadline set in the demand, the Client shall additionally pay PLN 1,000 per day, for each commenced day of delay, capped at PLN 30,000 in respect of a given demand.

4. If a single event simultaneously breaches several obligations, Nord Kids may charge the single highest penalty applicable to that event, unless the actions constitute separate acts or relate to different materials, products, customers or periods.

5. Nord Kids may claim damages exceeding the amount of the penalties charged on general principles, if the loss is higher.

6. Payment of a penalty does not legalise the breach, does not grant a licence and does not release the Client from the obligation to cease the conduct and remove its effects.

§ 39. Liability and Costs

1. Each Party shall be liable for loss caused by the non-performance or improper performance of its obligations in accordance with the principles arising from the law and the agreed contracts.

2. The Client shall cover the justified and documented costs of remedial actions directly caused by a culpable breach of the Terms, to the extent permitted by law.

3. Nord Kids shall not be liable for the Client's business decisions taken solely on the basis of forecasts, pre-launch materials or indicative information, unless otherwise expressly confirmed.

4. No limitation of liability shall apply to loss caused intentionally or to other cases in which such a limitation would be impermissible.

§ 40. No Waiver of Rights

1. The absence of an immediate reaction to a breach, the commencement of discussions or the setting of an additional deadline does not constitute a waiver of rights.

2. A settlement, consent to an exception or waiver of a penalty in one case does not constitute a binding practice in other cases.

CHAPTER IX. DURATION AND TERMINATION OF COOPERATION

§ 41. Term

1. The Terms apply from their acceptance by the Client or from the date indicated in an individual arrangement.

2. The Terms apply for the duration of the Account, of negotiations or of cooperation, and after its termination with respect to those provisions which, by their nature, are intended to continue in effect.

§ 42. Ordinary Termination

1. Either Party may terminate the cooperation with prospective effect in documentary form, subject to the individually agreed notice period or,

where none has been agreed, with effect upon the performance of accepted orders and the settlement of obligations.

2. The closure of the Account on the Platform does not automatically cancel orders already confirmed, unless the Parties or the law provide otherwise.

3. Nord Kids may refuse new orders after receiving a notice of termination.

§ 43. Termination with Immediate Effect

1. Nord Kids may terminate the cooperation with immediate effect in the event of a Serious Breach, a loss of trust justified by specific actions of the Client, a refusal to remedy a breach, the provision of false data, insolvency affecting the performance of the cooperation, or a serious threat to the brand or the safety of the Products.

2. The Client may terminate the cooperation with immediate effect if Nord Kids grossly breaches material obligations and fails to remedy the breach within a reasonable period after being called upon to do so, unless the breach is irremediable.

3. Termination is effected by e-mail, a message on the Platform or another statement in documentary form.

§ 44. Effects of Termination

1. Upon termination of the cooperation, the Client shall cease presenting itself as a current partner of Nord Kids and cease exercising the rights that were limited to the period of cooperation.

2. The Client shall delete the Marketing Materials within the period specified in the Licence, taking into account any agreed sell-off period for original stock.

3. The Client shall return or delete the Documentation and Confidential Information in accordance with § 13.

4. The provisions on confidentiality, intellectual property rights, the prohibition on production with the use of Nord Kids resources, penalties, liability and dispute resolution shall remain in force to the extent arising from their content.

CHAPTER X. ELECTRONIC ACCEPTANCE, VERSIONS AND EXISTING CLIENTS

§ 45. Manner of Making Available

1. Prior to acceptance, the Client shall be given the opportunity to read the Terms and to download or save their content in a format enabling subsequent reproduction.

2. The Terms should be available at a permanent Platform address and marked with a version number and effective date.
3. The acceptance checkbox may not be pre-ticked by default. Acceptance must require active action by the user.

§ 46. Making the Declaration

1. The Client accepts the Terms by ticking the appropriate checkbox and using the confirmation button on the Platform, or in another agreed manner enabling the content of the declaration and the person making it to be recorded.
2. Acceptance constitutes a declaration made in electronic form and recorded in the system. It is not a qualified electronic signature, unless a separate qualified signature mechanism has been applied.
3. If the law requires a specific form for a given act, acceptance on the Platform does not replace that form.

§ 47. Acceptance Register

1. The system should record at least: the user and company identifier, the version number, the date and time, the content or cryptographic hash of the accepted file, the method of acceptance, the IP address – if necessary and consistent with the privacy policy – and the technical event identifier.
2. Nord Kids shall retain the history of accepted versions for the period necessary for the performance of contracts, the defence of claims, settlements and the fulfilment of legal obligations.
3. The Client may receive confirmation of acceptance by e-mail or download it from the Account.

§ 48. Amendment of the Terms

1. Nord Kids may amend the Terms for a valid reason, in particular due to a change in the law, the cooperation model, Platform functionality, the manner of protecting rights, sales channels or security rules, or the need to remove ambiguities.
2. A new version shall not have retroactive effect with respect to completed events. The version accepted in accordance with the Platform mechanism shall apply to new orders, continued access to materials and future activities.
3. An amendment requiring renewed acceptance shall block the functions indicated in § 49 until the declaration is made.

4. Purely editorial changes which do not worsen the Client's position may be communicated without requiring renewed acceptance, provided that the system retains the version history.

§ 49. Existing Clients and Transitional Provisions

1. A Client holding an Account prior to the entry into force of version 1.0 shall receive information about the new Terms by e-mail and/or upon logging in.
2. Before placing the first new order, downloading new Marketing Materials or gaining access to new collections, the Client must actively accept the Terms.
3. Until acceptance, the Client may have access to the data necessary to handle earlier orders and settlements, but the system should block the placing of new orders, the downloading of protected materials and access to new commercial offers.
4. Failure to accept does not constitute a breach. It means resignation from future use of the functions requiring the new Terms.
5. Orders confirmed prior to the entry into force of the new Terms shall be performed on the terms in force at the time of their confirmation, unless the Parties jointly decide otherwise.

CHAPTER XI. GOVERNING LAW AND FINAL PROVISIONS

§ 50. Form of Communication

1. Operational statements, demands, consents and information may be communicated in documentary form, in particular by e-mail or via the Platform, unless the Terms, an agreement or the law require a specific form.
2. The Client shall keep up to date the e-mail address of the person authorised to receive material correspondence.
3. A change of contact details is effective vis-à-vis the other Party from the time it is communicated.

§ 51. Governing Law

1. The Terms and the cooperation shall be governed by Polish law, subject to the mandatory provisions applicable to the given relationship.
2. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

§ 52. Disputes

1. The Parties shall first attempt to resolve any dispute through negotiations conducted by decision-makers, for at least 14 days from receipt of a written description of the dispute, unless urgency requires the securing of a claim.
2. Disputes shall be resolved by the court having jurisdiction over the registered office of Nord Kids, to the extent such an arrangement is permissible and unless the Parties decide otherwise.
3. This provision does not restrict the right to apply for interim relief, a prohibition on publication, the preservation of evidence or another urgent protective measure.

§ 53. Severability and Interpretation

1. The invalidity or ineffectiveness of any provision shall not affect the remaining provisions. The Parties shall replace it with a solution consistent with the law and as close as possible to the economic purpose.
2. Headings serve organisational purposes and do not limit the content of the provisions.
3. The phrase "in particular" denotes an open-ended catalogue.
4. Ambiguities should not be interpreted as granting a broader licence or consent than that expressly granted.

§ 54. Entry into Force

1. The Terms enter into force on the date of their publication on the B2B Platform.
2. Version: 1.0.
3. Nord Kids shall publish the effective date and archive the version made available to the Client.

ANNEX NO. 1. CATALOGUE OF PROTECTED INFORMATION AND MATERIALS

This catalogue is illustrative in nature and serves the platform contractor, administrators and Clients in identifying resources requiring special protection.

1. Designs and Product

- sketches and moodboards

- visualisations and renders
- dimensions and proportions
- structural solutions
- prototypes and samples
- pre-launch variants
- working names and launch schedule

2. Digital Documentation

- CAD/CAM, DWG, DXF, STEP/STP
- STL, 3MF, OBJ and other 3D models
- technical PDFs
- parts lists and BOMs
- machine files and production settings
- measurement photographs and instructional videos

3. Production and Suppliers

- technologies and process sequences
- tolerances and quality control
- suppliers of materials and components
- subcontractors and terms of cooperation
- production costs, capacities and lead times

4. Commerce and Strategy

- B2B price lists and discounts
- margins and credit terms
- customer data and sales plans
- territorial and channel strategies
- campaign results and development plans

5. Marketing Materials

- product and arrangement photographs
- videos and animations
- descriptions, instructions and catalogues
- graphics, banners and social media materials
- source files and unused shots

ANNEX NO. 2. DECLARATIONS AND ACCEPTANCE CHECKBOXES

TECHNICAL REQUIREMENT

The checkboxes must be unticked by default. For each document, an "Open / download PDF" link and the version number must be made available.

☐ I have read the Nord Kids Terms of Commercial Cooperation, version 1.0, and I accept their content.

☐ I confirm that I act as a business operator and that I am authorised to make this declaration on behalf of the company indicated on the Account.

☐ I undertake to protect the non-public designs, documentation, know-how and commercial information of Nord Kids.

☐ I confirm that, without Nord Kids' consent, I will not use Nord Kids designs, documentation, samples or know-how to organise production at other entities.

☐ I acknowledge that Nord Kids marketing materials may be used exclusively in accordance with the separate Licence and for the sale of original Nord Kids Products.

Recommended Button

"I ACCEPT AND CONTINUE"

Confirmation After Acceptance

The system should display and send the following message: "Thank you. We have recorded your acceptance of the document: Nord Kids Terms of Commercial Cooperation, version 1.0, on [DATE] at [TIME]. You can download the document from the Documents tab."

ANNEX NO. 3. NOTICE TO EXISTING CLIENTS

Notice on the Platform

WE HAVE UPDATED THE TERMS OF COOPERATION

Nord Kids is introducing new Terms of Commercial Cooperation, which organise the rules for the protection of designs, documentation, know-how, marketing materials and product origin. The new Terms apply to future use of the Platform, new orders and new materials.

To continue placing orders and downloading materials, please read the document and accept it below. Failure to accept will not result in any charges, but will restrict the functions intended for active B2B partners.

Buttons: "OPEN DOCUMENT" | "I ACCEPT AND CONTINUE" | "LOG OUT"

E-mail Message

Subject: Important update to the Nord Kids B2B terms of cooperation

Dear Sir or Madam, we are introducing a new version of the Nord Kids Terms of Commercial Cooperation. The document organises the rules on confidentiality, the protection of designs and documentation, the use of materials and the verification of product origin. At your next login, we will ask you to read the document and actively accept it. Until then, you will retain access to information concerning your existing orders, whereas placing new orders and downloading new materials will require acceptance. The new Terms do not retroactively change the rules applicable to orders already confirmed. The Nord Kids Team

ANNEX NO. 4. INTERNAL PROCEDURE IN THE EVENT OF A SUSPECTED BREACH

STATUS OF THIS ANNEX

This part is an internal instruction for Nord Kids and the system contractor. It does not need to be displayed to Clients as part of the Terms.

1. Registration of the signal: Record the date, the reporting person, the channel, the URL, the client number, the product description and the type of suspicion.
2. Preservation of public content: Take full date-stamped screenshots, save HTML/PDF, record the navigation path to the offer and retain the source files.
3. Verification of the client's status: Verify the accepted document versions, order history, licence, delivery dates and batch numbers.

4. Decision on a test purchase: Determine the product, the channel, the purchasing person, the payment method, the delivery address and the receipt protocol.
5. Inspection: Document the sealed packaging, labels, product, dimensions and differences; in a significant case, engage an expert.
6. Legal and business assessment: Distinguish an offer error from a deliberate breach. Check the rights to the specific Design and the evidence of confidentiality.
7. Demand for explanations: Send a description of the allegations, the evidence to the necessary extent, the deadline and the required actions.
8. Interim measure: In an urgent case, suspend the downloading of materials or new orders; retain access to data on earlier orders where needed.
9. Final decision: Close the case, conclude a settlement, revoke the licence, charge a penalty, terminate the cooperation or refer the matter to a lawyer.
10. Archiving: Retain the full report, files, correspondence, the decision and the closing date in accordance with the data retention policy.

LEGAL NOTE AND STATUTORY SOURCES

This document is based on the general constructs of Polish civil law and intellectual property protection. Its ultimate effectiveness depends on the circumstances, the manner of conclusion, the evidence, the proportionality of the provisions and the rights vested in Nord Kids to the specific design or material.

The Civil Code (Kodeks cywilny): in particular the provisions on standard contract terms, documentary and electronic form, contractual liability and contractual penalties; the current consolidated text and subsequent amendments should be taken into account prior to publication.

The Act on Combating Unfair Competition (Ustawa o zwalczaniu nieuczciwej konkurencji): in particular the regulations on trade secrets, misleading designation of goods, imitation and civil claims.

The Act on Copyright and Related Rights (Ustawa o prawie autorskim i prawach pokrewnych): in particular the rules on the protection of works, licences and the express specification of fields of exploitation.

The Industrial Property Law (Prawo własności przemysłowej) and EU design law: with respect to registered or unregistered marks and designs – depending on the specific filings and the market.

The eIDAS Regulation: with respect to the effects of electronic signatures; a simple checkbox acceptance may constitute evidence of a declaration but is

not automatically a qualified signature equivalent to a handwritten signature.

The GDPR (RODO): with respect to the data recorded upon acceptance, monitoring, test purchases and the retention of evidence.

TEMPLATE ACCEPTANCE RECORD

Document

Nord Kids Terms of Commercial Cooperation

Version

1.0

Company identifier

[SYSTEM]

User identifier

[SYSTEM]

Date and time

[SYSTEM – time zone]

IP address / technical identifier

[SYSTEM – in accordance with the privacy policy]

File / content hash

[SYSTEM]

Content of the declaration

I accept the Nord Kids Terms of Commercial Cooperation, version 1.0.