STF-7 Non-Disclosure and Finance Agreement

This Non-Disclosure and Finance Agreement ("Agreement") is made and entered into by and between **STAR Neo** / **STAR Translation Services**, having its place of business located at Riverdale House, Main Street, Clonee, Co. Meath, D15 YT3Y, Ireland ("STAR") and the individual or legal entity identified in Part 1 of this Agreement ("Supplier", "You" or "Your").

STAR Neo (company registration number 791073) and **STAR Translation Services** (company registration number 498398), referred to hereinafter as **STAR**, are the trading names of Key Performance Solutions Limited (company reg no: 358439). Please read this document in full.

Completing and returning this form confirms your acceptance of the terms and conditions specified herein and You agree to be bound by this "Non-Disclosure and Finance Agreement", the "STF-21 Remote Work and Security Policy for External Suppliers", "SOP-11 Working with STAR Dublin", and each project order and instruction that You accept. STAR may periodically update these policies to reflect evolving security or operational requirements. We will notify you of any material updates via email. Your continued acceptance of project orders following such notification constitutes your agreement to be bound by the updated versions of these documents.

PART 1: SUPPLIER INFORMATION

1.1. Details

Supplier type:	☐ Individual / sole trader ☐ Company / other legal entity
Full legal name of individual or legal entity:	
Trading name (if different):	
Company registration number (if applicable):	
Address:	
Mobile Number:	
Email Address:	
Tax Details: (VAT Number / Personal Tax number or tax reference number if outside the EU)	
☐ You are already a supplier and want to update current details	

1.2. Payment Method (Select One):

☐ PayPal: (Provide PayPal ID: _____) or ☐ Bank Transfer (Provide details below)

Name on Account:	
Bank Name:	
Bank Address:	
IBAN Number:	
Swift Code or BIC Code:	
Account Number:	
Sort Code (NSC) or routing number:	

Name on Account: Please ensure the "Name on Account" matches exactly the name on the bank account. Latest bank security process may delay payment if they are different**.**

Complete in Full: Include your full bank details and address. Incomplete forms will be returned and will delay payment.

Payment method: You shall only choose 1 payment method. This can be bank transfer, or PayPal.

Payment limit: If You wish to limit the value of payments to you, please let us know. Some suppliers prefer us to pay them only when we owe €1,000 or more to help reduce their bank/PayPal fees.

Bank fees: We do not accept supplier bank fees. Our approach is simple: You pay your fees; we pay our fees. We do not accept intermediary bank charges. We always pay the amount on the invoice in full in the currency invoiced. Bank charges may be applied by your bank and are outside our control.

PART 2: NON-DISCLOSURE AGREEMENT

2.1. Definition and interpretations

"Party" or "Parties" means the signatories to this agreement when referred to respectively, individually, or collectively. "Affiliate" means any company or legal entity under direct or indirect control of the Party. "Confidential Information" means any information such as but not limited to, documents, records, information and data (whether verbal, electronic or written), specifications and information concerning future or proposed products, financial performance and projections, customers, employees, contracts, strategic relationships, marketing plans and business plans, and other information relating to STAR's business, assets, operations or contracts.

2.2. Purpose

The Confidential Information shall be used by the Parties solely for evaluating and undertaking any future business transactions between the Parties.

2.3. Non-Confidential Information

The obligations of this Agreement hereof shall not apply to any Information if it was in the public domain at the time of communication, entered the public domain through no fault of the Parties, was in the receiving Party's possession free of any obligation of confidence prior to disclosure, or was developed by employees or agents of the receiving Party independently.

2.4. Restrictions

The Parties shall not disclose, copy, publish or communicate the Confidential Information to any third Party without the prior written consent of the other Party. In the event either Party is requested or required by a government or court order to disclose any Confidential Information, the Party shall provide the other Party with prompt notice. The Parties shall use best efforts to prevent inadvertent disclosure of the Confidential Information to unauthorized personnel. Upon request by STAR or upon the termination of the negotiations, the Confidential Information, all copies and all notes made from it shall be immediately destroyed by You or returned to STAR.

2.5. No License & No Warranty

Nothing contained in this Agreement shall be construed as granting or conferring to You any rights or license or otherwise, either expressly or by implication, in or to any Confidential Information disclosed by STAR. None of the Confidential Information disclosed by STAR shall constitute any representation, warranty, assurance, guarantee or inducement by STAR to You.

2.6. Limitation of Liability

STAR shall not be liable for any indirect, incidental, special or consequential damage, in connection with or arising from the performance or use of the Product(s) or services provided herein. Furthermore, STAR's total aggregate liability for any direct damages arising under this Agreement shall not exceed the total fees paid or payable by STAR to the Supplier for the specific project giving rise to the claim.

2.7. Current or Future Development

STAR understands that You may currently or in the future be developing information internally or receiving information from other Parties that may be similar to the information received from STAR.

2.8. Relationship

This Agreement shall not be construed as a joint venture, pooling arrangement, partnership, teaming effort, employment contract or agency arrangement.

2.9. Termination & Survival

All Confidential Information disclosed by STAR is governed by this Agreement from the date of signature until STAR terminates the Agreement in writing. The confidentiality obligations continue for five (5) years after termination. Obligations concerning personal data, trade secrets and information subject to longer client or legal requirements continue for as long as required by applicable law or the relevant obligation.

2.10. Injunctive Relief, Prevailing Party & Governing Law

The Parties acknowledge and agree that injunctive relief is appropriate for any breach or threatened breach of this Agreement. In the event of any litigation, the non-prevailing Party shall pay the reasonable attorney's fees and expenses of the prevailing Party. This Agreement shall be construed in accordance with the laws of the Republic of Ireland, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Ireland to settle any dispute or claim arising out of this Agreement.

2.11. Confidentiality and Data Security

By completing this form, You agree to keep all STAR and client information confidential, including but not limited to, the original content, the translation content, the technology and processes used, the end-customer name and project details; that You provide services for STAR, or that You provide services for a STAR Project Manager. This confidentiality is to be maintained through all communication methods including but not limited to voice, written, online portfolios, CVs/resumes, social media (including professional networks such as LinkedIn), references, and testimonials.

You explicitly agree not to list STAR or STAR's end-clients on your LinkedIn profile, personal website, or marketing materials without prior written consent.

Furthermore, You acknowledge and agree to abide by the current controlled versions of STF-21 Remote Work and Security Policy for External Suppliers and SOP-11 Working with STAR Dublin.

If this Agreement, STF-21, SOP-11 or a project order conflict, the project-specific security requirement applies first, followed by this Agreement, STF-21 and then SOP-11.

STAR will notify You of material changes before they apply to new project orders. You confirm that You will permanently and securely destroy all project data at the earliest of STAR's request, termination of the relationship, any client-specific deadline, or three months after project completion, rendering it unrecoverable in accordance with standard industry information security practices (e.g., cryptographic erasure or secure wiping).

If requested, You will provide evidence or formal certification of this destruction upon request at no cost to STAR.

You shall not submit STAR or client content to any external, public, private, locally installed or self-developed AI, machine-translation, large-language-model, transcription, OCR or similar system unless STAR has authorised the specific tool and project use in writing. STAR and client data shall never be used to train, fine-tune, evaluate or improve an AI or MT system. You further agree not to

donate, sell or distribute in any manner, any Translation Memory to any public or private Translation Memory Amalgamator.

2.12. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

2.13. Indemnification

The Supplier shall indemnify and hold STAR harmless from any third-party claims, damages, fines, or costs (including reasonable legal fees) arising from the Supplier's breach of confidentiality, data protection obligations, intellectual property infringement, or failure to meet employment and tax obligations.

2.14. Entire Agreement

This Agreement, including any policies, schedules, or documents expressly incorporated by reference herein, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, representations, or understandings between the Parties relating to such subject matter.

PART 3: SUPPLIER FINANCE POLICY & TERMS

3.1. Invoicing

Create and submit invoices directly via the Supplier Portal, under the "Invoices | To be invoiced". To create invoices via the Portal, You shall complete your Supplier profile. STAR requests that all projects are included in a single Invoice to reduce administration.

3.2. Payment Process

Invoices shall be submitted for approval before the 20th of each month, for payment in the first half of the next month. Invoices submitted later than the 20th may not be paid until the following month. The payment run is normally in the first week of the month. STAR does not accept intermediary bank charges; bank charges may be applied by your bank and are outside our control.

3.3. Payment Exceptions

Should there be any issue with your bank details or other related payment issues; these issues will be dealt with after the pay run as effectively as possible. STAR cannot guarantee a timeframe for resolution of bank-related issues as it is not possible to guarantee resolution time from banks of other payment institutions.

3.4. Duty of Supplier to Provide Invoice

By signing this document, You agree to provide STAR with an invoice for services no later than sixty (60) days following the completion or delivery of your services. STAR shall have no obligation to pay for services unless the supplier invoice is submitted no later than 60 days following the completion of the services.

3.5. Vendor Discount Policy

STAR continuously monitors vendor performance, including but not limited to responsiveness, on-time delivery, and project completeness. STAR may apply fee adjustments (up to 100% of the project value) to reflect the reduced commercial value of the delivered work for reasons including: insufficient overall quality, late deliveries, submitting work of Machine Translation (MT) quality, poor translation style, or failure to follow specific project instructions or Style Guides. The Parties agree that such adjustments represent a genuine pre-estimate of the loss incurred by STAR due to defective performance, and do not constitute a penalty.

3.6. Intellectual Property

Suppliers assign to STAR all intellectual and industrial property rights in all works created in performing of or under this contract including but not limited to all modifications and additions to content in translation memory dictionaries and terminology databases.

3.7. Data Protection & GDPR

Each Party shall comply with applicable data-protection legislation. Where the Supplier processes personal data contained in STAR or client materials, the Supplier shall process that data only for the relevant project, in accordance with STAR's documented instructions and the applicable security requirements. The Supplier shall not appoint a subprocessor or transfer personal data outside the EEA without STAR's prior written authorisation. Where required, the Parties shall enter into a separate data-processing agreement.

3.8. Supplier communications

STAR may use the Supplier's contact details to send communications necessary for managing the supplier relationship, including project, payment, system, security and procedural updates. STAR may also send optional news or promotional communications where legally permitted. The Supplier may opt out of optional communications at any time; this will not prevent STAR from sending operational communications necessary for the business relationship.

PART 4: ADDITIONAL SUPPLIER TERMS

4.1. Project Orders and Performance

Each accepted project order, deadline, specification, style guide and security classification is binding. The Supplier shall promptly report incomplete, corrupt or unsuitable source material and any circumstance that could affect quality, security or delivery. The Supplier shall perform

appropriate quality checks and correct, without additional charge, defects caused by failure to follow the agreed requirements. This warranty is valid for three (3) months following delivery. If the Supplier fails to correct the defects within a reasonable agreed timeframe, STAR reserves the right to remedy the defects internally or via a third party and charge the associated costs to the Supplier.

4.2. Subcontractors and Subprocessors

The Supplier shall not subcontract any part of a project or appoint another processor without STAR's prior written approval. Approved personnel and subcontractors shall be bound in writing by confidentiality, data-protection, security, intellectual-property and quality obligations equivalent to these terms. The Supplier remains fully responsible for their acts and omissions.

4.3. Security Assurance and Change Notification

On reasonable request, the Supplier shall provide evidence of compliance with STF-21 and cooperate with proportionate security or data-protection reviews. The Supplier shall promptly notify STAR of material changes to its ownership, processing locations, subprocessors, security controls or systems that could affect STAR or client data.

4.4. Security incident-response instructions

The Supplier shall notify STAR immediately, and in all cases within twenty-four (24) hours of discovery, of any actual or suspected loss, unauthorised access, disclosure, alteration, malware event or other incident affecting STAR systems or data. The Supplier shall preserve relevant evidence, contain the incident where safe, cooperate with STAR's investigation and provide timely updates and a final written report.

4.5. Cancellation

If STAR cancels a confirmed project order, the Supplier may invoice STAR for work completed up to the time the Supplier was notified of the cancellation.

4.6. Independent Supplier and Insurance

The Supplier acts as an independent contractor and is responsible for its own taxes, social security, and employment obligations. Where the Supplier operates as a corporate entity or translation agency, it shall maintain adequate professional liability insurance. However, individual freelance contractors and small independent suppliers are exempt from the professional liability insurance requirement, unless explicitly mandated in writing prior to a specific, high-risk project.

4.7. Ethical and Legal Compliance

The Supplier shall comply with all applicable local, national, and international laws, regulations, and statutes relevant to the jurisdictions in which they operate. Furthermore, the Supplier shall align its business practices with internationally recognized frameworks—specifically the UN Global Compact, the Universal Declaration of Human Rights, and the International Labour Organization (ILO) Core Conventions. The Supplier must maintain and enforce proportionate controls concerning anti-bribery, corruption, money laundering, fair competition, discrimination, forced labour, child labour, workplace safety, and environmental responsibility.

4.8. Customer Protection

The Supplier agrees not to perform direct or indirect business with STAR's clients during the term of this Agreement and for a period of two (2) years after its termination. The Supplier shall not contact STAR's clients directly during or after a project without prior written permission from STAR. If this provision is violated, the Supplier shall be liable for damages proportionate to the loss of business.

4.9. Force Majeure

Neither Party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, war, strikes, pandemics, or government action.

4.10. Offboarding

When the relationship or a relevant project ends, the Supplier shall stop using STAR accounts and licences, return STAR property, delete or return STAR and client data as instructed, remove local credentials and confirm completion when requested.

SIGNATURES

The Parties have executed this Agreement on the date indicated below:

STAR TRANSLATION SERVICES	SUPPLIER
Signed: _____	Signed:
Name: _____	Name:
Title / capacity: _____	Title / capacity*:
Date: _____	Date:

*Where the Supplier is a legal entity, the signatory confirms that they are authorised to sign this Agreement on its behalf.