MUTUAL NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

Freight invoice audit and recovery review

This Agreement is made on _____ (the "Effective Date") between Apex Flow Technology Ltd. ("Apex"), a company registered in England and Wales, operating Swift Freight Audit (swiftfreightaudit.com); and _____ (the "Company"), registered at _____. Each a "Party".

1. Purpose
The Parties intend to share confidential information solely to evaluate, audit and benchmark carrier freight invoices, contracted rate baselines, accessorial schedules and billing-discrepancy recovery opportunities (the "Purpose").

2. Confidential Information
All non-public commercial, operational or technical information disclosed by either Party in any form, including: (a) for the Company — freight contracts, tender schedules, carrier rate cards, fuel-surcharge baselines, billing statements, EDI records and raw or redacted carrier invoices; (b) for Apex — audit methodology, discrepancy-detection logic, benchmark metrics, recovery models and proprietary software.

3. Redaction and data minimisation
The Company may redact end-customer identities, consignees, driver identifiers and any personal data before disclosure. Apex requires only shipment identifiers, dates, carrier service codes, contracted tariff rules and monetary line items to fulfil the Purpose.

4. Obligations
Each Party shall: (a) hold the other Party's Confidential Information in strict confidence with no less than reasonable care; (b) restrict access to employees, directors and professional advisers who need it for the Purpose and are bound by equivalent confidentiality terms; (c) not disclose it to any third party, including carriers, competitors or other clients, without prior written consent; (d) use it only for the Purpose.

5. Exclusions
Information that (a) is or becomes public other than through breach of this Agreement; (b) was lawfully known to the recipient without restriction before disclosure; (c) is independently developed without reference to it; or (d) must be disclosed by law or a regulator, subject to prompt prior written notice where lawful.

6. Term, return and destruction
Obligations continue for two (2) years from the Effective Date. On written request each Party shall promptly delete or destroy the other's Confidential Information, retaining only copies strictly required by law or accounting obligations. No licence or other right is granted by disclosure.

7. Governing law
This Agreement is governed by the laws of England and Wales, and the English courts have exclusive jurisdiction.

Signed by the duly authorised representatives of the Parties on the Effective Date.

For: APEX FLOW TECHNOLOGY LTD.

Signature: Richard Romero
Name: Richard Romero
Title: Managing Director
Date: 1 October 2026

For: [COMPANY NAME]

Signature: _____
Name: _____
Title: _____
Date: _____