

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "**Agreement**"), effective as of the date of last signature hereto (the "**Effective Date**"), is entered into by and between **GEOTAB INC.**, an Ontario corporation, having its principal place of business at 2440 Winston Park Drive, Oakville, Ontario L6H 7V2 Canada (the "**Disclosing Party**") and the entity identified in the signature blocks at the end of this Agreement (the "**Recipient**", and together with the Disclosing Party, the "**Parties**", and each a "**Party**").

CONTEXT:

- A. In connection with the facilitation of discussions, negotiations, and potential business collaboration between the Parties (the "**Purpose**"), the Recipient desires to receive Confidential Information from the Disclosing Party;
- B. The Disclosing Party desires to disclose such Confidential information to the Recipient, subject to the terms and conditions of this Agreement; and
- C. The Disclosing Party wishes to protect and preserve the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) "**Confidential Information**" means all information, data, documents, agreements, files and other materials regarding or concerning the Disclosing Party or its affiliates, whether disclosed orally or disclosed or stored in written, electronic or other form or media, which is disclosed or otherwise furnished by the Disclosing Party or its Representatives before, on or after the date hereof, including all analyses, notes, compilations, reports, forecasts, studies, samples, statistics, summaries, interpretations and other documents prepared by or for the Recipient or its Representatives which contain or otherwise reflect or are generated from such information, data, documents, agreements, files or other materials, whether or not marked, designated or otherwise identified as "confidential". The term "Confidential Information" as used herein shall not include information that:

(i) is or becomes generally available to and known by the public (other than as a result of its disclosure directly or indirectly by the Recipient or its Representatives in violation of this Agreement);

(ii) is or becomes available to the Recipient from a source other than the Disclosing Party or its Representatives, provided that such source, to the best of the Recipient's knowledge after reasonable inquiry, was not and is not bound by a confidentiality agreement regarding the Disclosing Party or its affiliates, or otherwise prohibited from disclosing such information by a legal, contractual or fiduciary obligation;

(iii) was already known by or in the possession of the Recipient as established by documentary evidence, prior

to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement;

(iv) has been independently developed by the Recipient as established by documentary evidence, without violating any of its obligations under this agreement/use of or reference to, in whole or in part, the Confidential Information.

(b) "**Person**" means any individual, partnership (whether general, limited or limited liability), corporation, association, trust or other entity.

(c) "**Personal Information**" means information that:

(i) relates to an individual person; and

(ii) identifies or can be used to identify, locate or contact that individual alone or when combined with other personal or identifying information that is or can be associated with that specific individual.

(d) "**Representatives**" means, as to any Person, such Person's affiliates, and its and their respective directors, officers, employees, general partners, shareholders, agents and consultants (including lawyers, financial advisors and accountants).

Other terms not specifically defined in this Section 1 shall have the meanings given to them elsewhere in this Agreement.

2. Recipient's Obligations. The Recipient shall:

(a) keep the Confidential Information strictly confidential and protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own

Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, or otherwise in any manner to the Disclosing Party's detriment, including without limitation, to reverse engineer, disassemble, decompile or design around the Disclosing Party's proprietary services, products and/or confidential intellectual property;

(c) without the prior written consent of the Disclosing Party, not disclose or permit its Representatives to disclose any Confidential Information to any Person except:

(i) if required by law or regulation, rule or valid court order or pursuant to any requirement, request or process of any legal or, regulatory, supervisory or governmental authority, but only in accordance with Section 5; or

(ii) to its Representatives, to the extent necessary to permit such Representatives who need to know the Confidential Information to assist the Recipient in relation to the Purpose and for no other purpose provided, the Recipient shall:

(A) inform the Recipient's Representatives of the confidential nature of the Confidential Information;

(B) be responsible for any breach of this Agreement by any of its Representatives;

(C) use reasonable controls to prevent unauthorized use or disclosure of the Confidential Information (but in any event no less than the degree of care and control that the Recipient uses to protect its own confidential information of similar importance);

(D) promptly notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information of which the Recipient has become aware; and

(E) fully cooperate with the Disclosing Party in any effort undertaken by the Disclosing Party to enforce its rights related to any such unauthorized disclosure.

3. Further Confidentiality Obligations. Except for such disclosure as is necessary not to be in violation of any applicable law, regulation, rule or valid court order or pursuant to any requirement, request or process of any legal or regulatory, governmental or supervisory authority (in which case the disclosure must be made in accordance with 5), the Recipient shall not, and shall not permit any of its Representatives to, without the prior written consent of the Disclosing Party, disclose to any Person:

(a) the fact that the Confidential Information has been made available to it or any of its Representatives or that it or any of its Representatives has received or inspected any portion of the Confidential Information;

(b) the existence or contents of this Agreement;

(c) the fact that investigations, discussions or negotiations are taking or have taken place concerning the Confidential Information or the Purpose, including the status thereof; or

(d) any terms, conditions or other matters or arrangements relating to the Confidential Information or the Purpose;

(collectively, the "**Purpose Information**").

4. No Representations or Warranties by Disclosing Party. The Recipient understands and agrees that neither the Disclosing Party nor any of its Representatives:

(a) has made or makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information; or

(b) shall have any liability to the Recipient or its Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

5. Disclosure Required. If, in the written opinion of the Recipient's counsel, the Recipient or any of its Representatives is required to disclose any Confidential Information or Purpose Information, by law or regulation, rule or valid court order or pursuant to any requirement, request or process of any legal or regulatory, governmental or supervisory authority, the Recipient shall:

(a) to the extent legally permitted, give the Disclosing Party prompt prior written notice of such requirement, request or process so that the Disclosing Party may seek, at its sole cost and expense, an appropriate protective order or other remedy; and

(b) cooperate with and provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure and to obtain such protective order or other remedy.

If, after providing such notice and cooperation as required herein, such protective order or other remedy is not obtained, the Recipient (or such Representative to whom such requirement or request is directed) will furnish only that portion of the Confidential Information or Purpose Information which, on the written advice of the Recipient's counsel, is legally required to be disclosed and, upon the

Disclosing Party's request, use its best efforts to preserve the privileged nature or confidentiality of the Confidential Information or Purpose Information and obtain assurances that confidential treatment will be accorded the Confidential Information or Purpose Information so disclosed.

6. Recipient's Representations and Warranties. The Recipient represents and warrants that:

(a) it will comply, and will require its Representatives to comply, with all applicable federal and provincial data protection and privacy laws and regulations in the maintenance, disclosure and use of all Personal Information contained in any Confidential Information that is disclosed to the Recipient or its Representatives hereunder;

(b) the performance of its obligations herein does not and will not violate any other contract or obligation to which the Recipient is a party, including covenants not to compete and confidentiality agreements; and

(c) it has implemented and will continue to maintain sufficient information security protocols to secure and protect the confidentiality of all Confidential Information in the Recipient's or its Representatives' possession or control.

7. Return or Destruction of Confidential Information. Upon the expiration or termination of this Agreement, or at any time upon the Disclosing Party's written request, the Recipient and its Representatives shall promptly, and in any event no later than five (5) days after the request, return or destroy all Confidential Information (including all copies, reports, analyses, extracts, notes or other reproductions created using the Confidential Information) to the Disclosing Party and if destroyed, certify in writing to the Disclosing Party within such time frame that such Confidential Information (including any Confidential Information held electronically) has been destroyed. Notwithstanding the return or destruction of the Confidential Information, the Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder.

8. Remedies. The Recipient acknowledges and agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement by the Recipient or its Representatives and that in addition to all other remedies it may be entitled to (which the Disclosing Party does not waive by the exercise of any rights under this Section), the Disclosing Party shall be entitled without proof of actual damages to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach without the requirement for the securing or posting of any bond or

other security by the Disclosing Party. The Recipient further agrees that it will not oppose the granting of such relief on the basis that the Disclosing Party has an adequate remedy at law and that it will pay any costs, fees and expenses, including legal fees, that the Disclosing Party may incur in enforcing this Agreement.

9. Indemnification. The Recipient shall defend, indemnify and hold harmless the Disclosing Party, its affiliates and their respective shareholders, officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from a breach of any representation, warranty or obligation set forth in this Agreement by the Recipient or any of its Representatives.

10. Term and Termination. This term of this Agreement shall commence on the Effective Date and terminate on that date which is two (2) years after the Effective Date. Notwithstanding anything to the contrary herein, each Party's rights and obligations under this Agreement shall survive the expiration or termination of this Agreement for a period of three years from the date of such expiration or termination, even after the return or destruction of the Confidential Information by the Recipient.

11. No Transfer of Rights, Title or Interest. The Disclosing Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, licence or other transfer of any such right, title or interest whatsoever to the Recipient or any of its Representatives. The Recipient specifically acknowledges and agrees that the Confidential Information is and shall remain the exclusive property of the Disclosing Party and that it has no right, title or interest in or to the Confidential Information.

12. No Other Obligations. The Parties agree that:

(a) this Agreement does not require or compel the Disclosing Party to disclose any Confidential Information to the Recipient; and

(b) either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.

13. No Announcements. Neither Party shall issue or approve any news release, press release, public notice or

any other public announcement concerning this Agreement, the Purpose or the contemplated transaction without the prior written consent of the other Party.

14. Governing Law. This Agreement shall be governed by the laws of the province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the province of Ontario for any actions or proceedings arising out of or relating to the enforcement of this Agreement.

15. Entire Agreement. This Agreement sets forth the entire agreement between the Parties regarding the Confidential Information and all other subject matters set forth herein, and supersedes all prior and contemporaneous negotiations, understandings, representations and warranties and agreements between the Parties (both written and oral) with respect to such subject matters. No provision of this Agreement may be amended, modified, waived or changed unless made in writing and signed by the Parties.

16. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the non-assigning Party. Any purported assignment without such consent shall be null and void and unenforceable. No assignment shall relieve the assigning Party of any of its obligations hereunder.

18. Waivers. No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different nature, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

20. Successors and Assigns. This Agreement enures to the benefit of the Disclosing Party and its affiliates, subsidiaries and parent companies and each of their respective successors and permitted assigns and is binding upon the Recipient and its successors and permitted assigns.

21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

22. Counterparts. This Agreement may be executed in any number of counterparts and by each Party on separate counterparts. Each counterpart is an original and all counterparts taken together constitute one and the same instrument. A counterpart may be delivered by email attachment (of a PDF document) or other electronic means, which shall be as effective as hand delivery of the original executed counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

GEOTAB INC.

Authorized Signing Officer

Name:

Date:

PARTNER FULL LEGAL NAME:	
JURISDICTION OF INCORPORATION/FORMATION:	
REGISTERED OFFICE ADDRESS:	

Authorized Signing Officer

Name:

Date: