

Fleetio Customer Advisory Board Non-Disclosure Agreement

This Customer Advisory Board Non-Disclosure Agreement (the "Agreement") is entered into by and between Rarestep, Inc., dba Fleetio ("Fleetio") and _____ ("Receiving Party") and is effective _____, 2024. The parties agree to enter into a confidential relationship with respect to preventing the unauthorized disclosure of certain proprietary and confidential information (the "Confidential Information"), as defined below.

1. Product and Customer Service Offerings. Fleetio is in the business of providing fleet maintenance management software and provides its customers with customer service offerings (collectively referred to as the "Products"). Receiving Party has agreed to serve as a member ("Member") of Fleetio's Customer Advisory Board to assist Fleetio in improving the Products. When serving as a Member, the disclosure of Confidential Information (as defined below) to Receiving Party may be necessary. 2. Definition of "Confidential Information." "Confidential Information" shall include all information or material related to the Products that has or could have commercial value or other utility in the business which Fleetio is engaged and which is not known by all of its customers or other members of the general public. Confidential Information does not include information that is (a) publicly known at the time of disclosure under this Agreement or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party prior to the time of disclosure by Fleetio; or (c) otherwise learned by the Receiving Party through legitimate means other than from the Fleetio or anyone connected with the Fleetio.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strict confidence for the sole and exclusive benefit of the Fleetio. Receiving Party shall carefully restrict access to any such Confidential Information to persons bound by this Agreement, only on a need-to-know basis. The Receiving Party shall not, without prior written approval of the Fleetio, use for the Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Fleetio, any of the Confidential Information. The Receiving Party shall return to Fleetio any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Fleetio.

4. General Provisions.

(a) Injunctive Relief. Any misappropriation of Confidential Information in violation of this Agreement may cause Fleetio irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Fleetio shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Fleetio deems appropriate without the posting of bond or other security. This right of Fleetio is to be in addition to the remedies otherwise available to Fleetio.

(f) Attorney Fees and Expenses. In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(g) Governing Law and Venue. This Agreement shall be governed in accordance with the laws of the State of Alabama. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Birmingham, AL in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise. (i)

Successors & Assigns. This Agreement shall bind each party's heirs, successors and assigns. Neither may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. However, no consent is required for an assignment or transfer that occurs as part of a merger, or transfer of all or substantially all of the assets or voting securities of a party. Any assignment or transfer in violation of this section shall be void.

Fleetio: Receiving Party:

By: _____ By: _____

Name: Marguerite Bui [Name of Member]

Title: Associate General Counsel

Date: _____