

MUTUAL NON-DISCLOSURE AGREEMENT

This mutual Non-Disclosure Agreement (this “Agreement”) is entered into by and between Nativo LLC (“Company”) and the Contentful entity identified below (“Contentful”) and will become effective as of the date last signed by the parties below (the “Effective Date”).

For their mutual benefit, Contentful and the Company intend to enter into discussions with respect to evaluating a potential business relationship where Contentful would offer its content management platform and related services to the Company (and the Company affiliates, as the case may be) or, if the Company wishes to become a Contentful partner, the Company will consider entering into the Contentful Partnership Program (the “Purpose”). In connection with the Purpose the parties intend to provide and exchange Confidential Information (as defined below). In consideration of the opportunity to receive Confidential Information for the Purpose, the parties agree as follows:

1. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose information relating to the Disclosing Party’s business (including, without limitation, computer programs, technical material, analyses, drawings, compilations, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information), which to the extent previously, presently or subsequently disclosed to the Receiving Party is referred to as “Confidential Information” of the Disclosing Party. Confidential Information also includes any compilations, evaluations, studies, benchmarks, advice, reports or other documentation which contains, reflects, is derived from, is based on, or is generated from any of the above information and the existence or content of the parties’ discussions, evaluations or negotiations in connection with the Purpose. Notwithstanding the foregoing, to be considered Confidential Information (i) the information is or was disclosed in tangible form and is conspicuously marked “Confidential” (or similar designation), (ii) the information is or was disclosed in non-tangible form and identified as confidential at the time of disclosure, or (iii) the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.
2. The Receiving Party hereby agrees (i) to hold the Disclosing Party’s Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential material of similar nature), (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person, except the employees, directors, officers, agents, consultants, sub-contractors, professional advisors of the Receiving Party or its affiliates to whom the disclosure of Confidential Information is strictly necessary to fulfill the Purpose and who are subject to confidentiality undertakings materially similar to those herein (collectively, the “Authorized Persons”), (iii) not to make any use whatsoever at any time of such Confidential Information except for the Purpose, (iv) not to copy (except as strictly needed for the Purpose) or reverse engineer any such Confidential Information, and (v) not to export or reexport any such Confidential Information or product thereof in violation of U.S., EU or other export control laws or regulations. The Receiving Party may make disclosures required by law, court order by a court of competent jurisdiction or by any regulatory authority to which the Receiving Party is subject, provided the Receiving Party (to the extent permitted by law and reasonably practicable) provides the Disclosing Party with a prompt notice of such required disclosure prior to the information being disclosed, uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding.
3. The Disclosing Party agrees that the foregoing obligations shall not apply with respect to any information (save for Confidential Information that qualifies as a trade secret under applicable law) that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any Authorized Persons) generally available to the public, or (ii) was in its legitimate possession or known by it without restriction prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed by or for the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

4. No rights or licenses to intellectual property in Confidential Information is granted by either party under this Agreement, whether express, implied or otherwise. Immediately upon a request by the Disclosing Party at any time the Receiving Party will, at the discretion of the Disclosing Party, turn over to the Disclosing Party or destroy all Confidential Information of the Disclosing Party and all documents or media containing any such Confidential Information and all copies or extracts thereof and upon request of the Disclosing Party provide a written statement confirming such return or destruction. The Receiving Party shall not be deemed to have violated its obligations with respect to destroying Confidential Information to the extent such Confidential Information is located on electronic back-up systems in accordance with the Receiving Party's or its Authorized Persons' standard procedures for backing up data and such back-up data is not easily accessible to the Receiving Party's or its Authorized Persons' employees or officers other than those employees and officers whose duties relate to information technology support (provided that any such recipient will continue to be bound by its obligations of confidentiality hereunder with respect to such data).
5. The Receiving Party understands that nothing herein (i) requires the disclosure of any Confidential Information or (ii) requires the Disclosing Party to proceed with any transaction or relationship.
6. The Parties acknowledge that Confidential Information is provided on an "AS IS" basis. ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE FOR TRADE. The foregoing is without prejudice to a party's fraudulent misrepresentation.
7. This Agreement remains in full force and effect for so long as the parties continue to exchange Confidential Information relating to the Purpose, unless terminated by either party at any time by providing 30-days' prior written notice to the other party, or at any time upon written notice for reason of material breach by the other party. Notwithstanding the foregoing and regardless of whether the Agreement is in effect or terminated, the confidentiality obligations hereunder shall remain in effect for the earlier of (i) three (3) years from the date of disclosure of the Confidential Information, or (ii) until such Confidential Information becomes publicly known or available through no action or inaction of the Receiving Party.
8. General. The Receiving Party acknowledges and agrees that, due to the unique nature of the Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, which breach could result in irreparable harm to the Disclosing Party, and therefore, upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law. If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement supersedes all prior or contemporaneous discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver, amendment or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. Neither party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of its assets or business related to this Agreement. Each party is an independent contractor, and nothing herein will be deemed to create any agency relationship, joint venture or partnership between the parties. This Agreement may be executed in separate counterparts. A signature transmitted by electronic image such as a pdf shall be effective. All notices shall be in writing and delivered by personal delivery, by certified or registered mail, return receipt requested or by a recognized overnight delivery service. Any such notices shall be considered given upon receipt, as confirmed by the delivery confirmation record. Any notice to Contentful shall be sent to Contentful Inc. at the address listed below, Attn: Legal with a copy, which shall not constitute Notice, to legal@contentful.com, or such other address as Contentful specifies in writing. Any notice sent to Company shall be sent to the address specified below. Day to day operational and business messages of either party may be sent by email. This Agreement shall be governed by the laws of the State of Delaware, USA, without regard to the conflicts of law provisions thereof.

All disputes arising out of or relating to the Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts of the State of Delaware, USA, and the parties hereby consent to the personal jurisdiction of these courts. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

ACCEPTED AND AGREED TO BY THE AUTHORIZED REPRESENTATIVE OF EACH PARTY:

Contentful Inc.	Company
Signature: 	Signature: 
Print Name: Steve Sloan	Print Name: Bladimir Arroyo
Title: CEO	Title: COO
Date: 1 October 2021	Date: Jan 7, 2022 19:25 PST
Address for Notices: 1801 California Street, Suite 4600 Denver, CO 80202 Attn: Legal Copy to: legal@contentful.com	Address for Notices: 2803 Philadelphia Pike, Suite B #276. Claymont, Delaw Attn: Bladimir Arroyo

Certificate Of Completion

Envelope Id: 3CC179E22F9242F797E4CA32417074E1

Status: Completed

Subject: Please DocuSign: Powerform Contentful_Inc._Mutual_NDA_(Sales_&_Partnerships) v1Oct2021.docx.pdf

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Sabiha Chunawala

AutoNav: Enabled

Max-Urich-Str. 3

Enveloped Stamping: Enabled

Berlin, Berlin 13355

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

sabiha.chunawala@contentful.com

IP Address: 71.36.215.92

Record Tracking

Status: Original

Holder: Sabiha Chunawala

Location: DocuSign

1/7/2022 3:46:30 PM

sabiha.chunawala@contentful.com

Signer Events

Bladimir Arroyo

bladimir.arroyo@nativo.la

Security Level: In Session

Signature

DocuSigned by:



3FF38EC8456743D...

Timestamp

Sent: 1/7/2022 3:46:32 PM

Viewed: 1/7/2022 7:24:15 PM

Signed: 1/7/2022 7:25:35 PM

Signature Adoption: Drawn on Device

Using IP Address: 190.211.111.205

Electronic Record and Signature Disclosure:

Accepted: 1/7/2022 7:24:15 PM

ID: 4a8fd73f-b003-470a-a88e-72b286167415

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Contracts Management

contracts@contentful.com

a

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 1/7/2022 7:25:36 PM

Kathryn Slunecko

kathryn.slunecko@contentful.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

COPIED

Sent: 1/7/2022 7:25:36 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/7/2022 3:46:32 PM
Certified Delivered	Security Checked	1/7/2022 7:24:15 PM
Signing Complete	Security Checked	1/7/2022 7:25:35 PM
Completed	Security Checked	1/7/2022 7:25:36 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Contentful GmbH/ Contentful Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact [Contentful GmbH/ Contentful Inc.]:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise [Contentful GmbH/ Contentful Inc.] of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at markus.harder@contentful.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. markus.harder@contentful.com.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Contentful GmbH/ Contentful Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to markus.harder@contentful.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number.

To withdraw your consent with [Contentful GmbH/ Contentful Inc.]

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to markus.harder@contentful.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Contentful GmbH/ Contentful Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Contentful GmbH/ Contentful Inc. during the course of my relationship with you.