



By signing below, I acknowledge and agree to the following, on behalf of myself and any company I may represent:

- 1) In connection with my visit, Niantic, Inc., for itself and its subsidiaries and affiliates ("Niantic"), may disclose, and I may see, hear, or otherwise have access to, certain information that Niantic considers confidential and/or proprietary ("Confidential Information"). Confidential Information may be oral or written.
- 2) In consideration of being admitted to Niantic's facilities and/or having discussions with Niantic, I agree to hold in the strictest confidence any Confidential Information I obtain. I will not disclose any Confidential Information to any third parties without Niantic's prior written approval. I will use the Confidential Information only for the purpose associated with my visit and in direct furtherance of a business relationship with Niantic, and not in any manner detrimental to Niantic. I will take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information and will notify Niantic promptly if there is any unauthorized use or disclosure.
- 3) Unless instructed to do so by Niantic personnel, I will not: (a) enter any employee-only areas without a Niantic escort at all times or (b) remove any document, equipment or other materials from Niantic's premises. I will not photograph, copy or otherwise record any information to which I may have access during my visit, except that upon receipt of explicit permission from Niantic personnel and in their presence, I may photograph visitor-permitted office areas without any visible Confidential Information.
- 4) This agreement imposes no obligation upon me or my company with respect to Confidential Information that (a) was known to me without restriction before receipt from Niantic, as evidenced by my files and records in existence before the time of disclosure; (b) is or becomes publicly available without breach of this agreement; or (c) I rightfully receive from a third party without a duty of confidentiality. I may disclose Confidential Information when compelled to do so by law, solely to the extent necessary to comply with law, if I provide Niantic reasonable prior notice (unless a court orders that Niantic not be given notice).
- 5) Upon Niantic's written request, I will promptly return all Confidential Information in my or my company's possession or under our control, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.
- 6) Nothing in this agreement grants me or my company any rights, by license or otherwise, in or to any Confidential Information or intellectual property. All Confidential Information remains the property of Niantic or its licensors.
- 7) I understand that Niantic makes no representation or warranty, express or implied, as to the accuracy or completeness of Confidential Information or its freedom from defects of any kind,

including freedom from any patent, copyright, or trademark infringement. Niantic has no liability to me or my company resulting from our use of Confidential Information.

8) This agreement imposes no obligation on Niantic to provide Confidential Information, to proceed with any business opportunity, or to purchase, sell, license, transfer or otherwise make use of any technology, services or products. Unless Niantic enters into a separate mutual non-disclosure agreement, Niantic does not wish to receive any confidential information from me or my company, and Niantic assumes no obligation, either express or implied, for any information disclosed by me.

9) Any breach of this agreement may cause irreparable harm to Niantic, the extent of which would be difficult to ascertain. Accordingly, Niantic is entitled to seek injunctive relief as well as all other legal remedies that may be available if my company or I breach this agreement.

10) This agreement will remain in effect until such time as all Confidential Information I obtain hereunder becomes publicly known and made generally available through no action or inaction of me or my company. This agreement is binding on me, my company, my heirs, executors, administrators and assigns and inures to the benefit of Niantic, its successors and assigns. Neither I nor my company may assign this agreement without Niantic's prior written consent.

11) Except to the extent I, or my company, and Niantic have a separate written agreement with confidentiality provisions, this agreement constitutes the entire understanding between Niantic and me with respect to its subject matter and supersedes all earlier representations and understandings, whether oral or written. Any amendments must be in writing. Failure to enforce any provisions of this agreement will not constitute a waiver.

12) This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement will be San Francisco County, California.

I have carefully read this agreement, and I fully understand and agree to its terms on behalf of myself and my company:

Niantic



SIGNATURE

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Luis Angel Soberanis-Pacheco

NAME

Mar 11, 2025

DATE