conicore

Conicore Ltd · company no. 17404495
71-75 Shelton Street, Covent Garden, London, WC2H 9JQ
Email: info@conicore.io · conicore.io
Registered in England & Wales · ICO registration CSN1643190

Signal-Leads Confidentiality and Non-Disclosure Agreement

Version 1.1

How to accept this agreement (either way counts as signing):

1. Reply to the email it came with with the words **I agree**, and give your full name, job title, organisation and Companies House company number; or
2. Complete the request form at https://www.conicore.io/signal-leads-access; or
3. Sign and date the signature box on the last page and return it to info@conicore.io.

Parties

This agreement is between Conicore Ltd, a company registered in England and Wales with company number 17404495, whose registered office is at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ ("Conicore"), and the person and the organisation named in the signature section below (together, the "Recipient"). Where the person signs for an organisation, the organisation and the person are both bound.

1. Purpose

The Recipient wishes to look at, evaluate and possibly use Signal-Leads, Conicore's lead-generation platform (the "Purpose"). Conicore will give the Recipient access to Signal-Leads, including any demonstration or sample board, only if the Recipient accepts this agreement. That access, and any further information Conicore chooses to share, is given in return for the Recipient's promises in this agreement.

2. What is confidential

"Confidential Information" means all information, in any form and by any means, that Conicore or anyone acting for Conicore has disclosed or made available to the Recipient, or that the Recipient has seen, whether before or after the date of this agreement. It includes information shared in person, by telephone or video call, by email, by LinkedIn or any other messaging service, on any website, in any PDF, presentation, spreadsheet, export, letter or other document, and on any Signal-Leads board, demonstration board or sample board. It includes in particular:

(a) methodology: how leads are found, selected, matched, scored, ranked, timed and classified, the signals used, and every rule, threshold, window, weighting and test applied;

(b) data: the leads, lists, contact details, records and compilations, and the way public records are selected, combined, interpreted and arranged;

(c) sources and process: which sources are used, how they are combined, and the tools, code, workflows and automations behind the platform;

(d) design: the platform's interface, layout, look and feel, screens, boards, features, filters, workflows, wording, documentation and guides;

(e) commercial information: prices, terms, clients, partners, plans and know-how; and

(f) anything marked or described as confidential, or that a reasonable person would understand to be confidential.

Some of the underlying records (for example Companies House, planning and licensing registers) are public. Conicore's selection, combination, interpretation and arrangement of them are not, and are Confidential Information.

3. Information already shared

This agreement covers all Confidential Information disclosed from the very first contact between the Recipient and Conicore, however and whenever it happened, as if this agreement had been in force at that time.

4. The Recipient's promises

The Recipient shall:

(a) keep the Confidential Information secret and use it only for the Purpose;

(b) not disclose it to anyone, except to its own employees who need it for the Purpose and who are bound by duties of confidence no less strict than these; the Recipient is responsible for anything they do;

(c) not copy, record, photograph, screenshot, download, export or scrape any part of the platform or its data, except through the platform's own export functions and only for the Purpose;

(d) not reverse engineer, decompile or try to work out the methodology, sources, code or design;

(e) not use any Confidential Information to build, improve, advise on or help anyone else to build any product or service that competes with Signal-Leads, or that uses the same or a substantially similar method, combination of data or design;

(f) not share its access link, log-in details or access with anyone; access is personal;

(g) for 24 months after its last access, not use any Confidential Information to approach Conicore's clients, partners or suppliers in order to bypass Conicore; and

(h) tell Conicore promptly in writing of any actual or suspected unauthorised use or disclosure.

5. Exceptions

Clause 4 does not apply to information that the Recipient can show, by written records, (a) is or becomes public other than through a breach of this agreement, (b) was lawfully in its possession before its first contact with Conicore and not under any duty of confidence, or (c) was lawfully received from a third party who was free to disclose it. That a single record is public does not make Conicore's selection, combination or interpretation of records public.

The Recipient may disclose Confidential Information to the extent required by law, a court or a regulator, provided it gives Conicore as much prior notice as the law allows and discloses no more than is required.

6. Ownership

All rights in the Confidential Information and in Signal-Leads, including copyright, database rights, design rights, know-how and trade secrets, belong to and remain with Conicore. Nothing in this agreement gives the Recipient any licence or right other than to view the Confidential Information for the Purpose. Conicore may freely use any feedback or suggestion the Recipient gives.

7. Return and deletion

When Conicore asks, or when the Recipient's access ends, the Recipient shall stop using the Confidential Information, delete or destroy every copy it holds, and confirm in writing that it has done so.

8. How long it lasts

The Recipient's obligations apply from its first contact with Conicore and continue for five years after its last access to Signal-Leads. For trade secrets, including the methodology and scoring, they continue for as long as the information remains a trade secret.

9. If the agreement is broken

The Recipient accepts that money alone may not be enough to put right a breach, and that Conicore may seek an injunction or other court order to stop or prevent one, in addition to damages and any other remedy, including an account of profits. The Recipient is liable for any loss caused by a breach by it or by anyone it shared information with.

10. No further commitment

Neither party has to enter into any further agreement. Conicore may give, limit or withdraw access at any time.

11. Other agreements

This agreement sits alongside any client, broker or other agreement between the Recipient and Conicore. Where two of them cover the same point, the one that protects Conicore's information more strictly applies.

12. Signing electronically

The Recipient agrees that any of the following is its signature, and binds it as if it had signed by hand: (a) ticking the boxes and typing its full name on Conicore's online request form; (b) replying to an email from Conicore that attaches this agreement with the words "I agree", giving its full name, job title, organisation and Companies House company number; or (c) signing a copy of this agreement. Conicore keeps a record of the details given, the date and time, and, for the online form, the IP address, the browser, and the version and fingerprint of this text, as evidence of acceptance.

The person signing confirms that they have authority to bind the organisation named. If they do not, they agree to be bound personally.

13. General

This agreement is the whole agreement between the parties about its subject. If any part of it is found unenforceable, the rest continues. A delay in enforcing a right is not a waiver of it. Conicore may issue an updated version for future access; the obligations in any version already accepted continue. This agreement and any dispute about it are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Signature

Full name
Job title
Organisation
Company number (Companies House)
Signature
Date

Contact Conicore

Conicore Ltd (company no. 17404495)
71-75 Shelton Street, Covent Garden, London, WC2H 9JQ
Email: info@conicore.io
conicore.io

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