

Referral Terms

Standard terms for people who refer companies, datasets and RL environments to Grepped. Effective 13 October 2026.

These terms are between Grepped AI, Inc., a Delaware corporation ("Grepped", "we", "us"), and any person who refers an owner of data to us (a "Referrer", "you"). By submitting a referral through referrals.grepped.ai, or in any other way we accept, you agree to these terms.

Referral fee	10% of the Owner Payment, capped at US\$100,000 per deal
When a referral counts	When the owner completes the full intake form through your referral link
Credit window	12 months from our confirmation, including renewals signed in that time
Payment	When the owner is paid, and no later than 30 days after the Lab pays us
Governing law	State of Delaware

1. DEFINITIONS

- 1.1 **"Owner"** means a company or person that holds data, a dataset or an RL environment and may license it through Grepped.
- 1.2 **"Lab"** means a developer of artificial intelligence models, or other buyer, that licenses data through Grepped.
- 1.3 **"Deal"** means a written agreement under which an Owner licenses or sells data to a Lab through Grepped.
- 1.4 **"Owner Payment"** means the amount Grepped pays the Owner for a Deal, excluding sales tax and VAT, and less any refund.

2. MAKING A REFERRAL

- 2.1 You refer an Owner through referrals.grepped.ai, which gives you a referral link for that Owner, or by another method we confirm in writing.
- 2.2 A referral is complete when the Owner completes the full intake form through your link. A name or a list of names, without contact with the Owner, is not a referral.
- 2.3 Before referring an Owner, you tell them that you are introducing them to Grepped and that you may be paid for the introduction.

- 2.4 We confirm or decline each completed referral by email within two business days. We may decline an Owner that was already in contact with us: one that completed the form on its own, was referred by someone whose credit is still running, or was in written discussion with us in the previous six months. On request, we will tell you the date and source of that earlier contact.
- 2.5 Where two people refer the same Owner, the first completed referral takes priority, as shown by our timestamped records.

3. REFERRAL FEE

- 3.1 For each Deal that a referred Owner signs during its credit window, Grepped pays you **10% of the Owner Payment, capped at US\$100,000 per Deal**.
- 3.2 The credit window runs for 12 months from our confirmation under clause 2.4. A Deal signed within three months after the window ends, and substantially negotiated during it, is treated as signed within it.
- 3.3 A renewal or extension signed during the credit window is a new Deal and earns the fee in full. Renewals signed after the window has ended earn no fee.
- 3.4 The fee is paid from Grepped's share and never reduces the amount paid to the Owner. We pay one referral fee per Deal.
- 3.5 **Team leads.** Where you bring another Referrer to Grepped and they are linked to you in our records, we also pay you 2% of each referral fee we pay them under clause 3.1, for 12 months from their first confirmed referral. This is paid on top of their fee and never reduces their fee or the amount paid to the Owner.
- 3.6 No fee is payable on an Owner that you own, work for or control, as that Owner is paid as the seller. No fee is payable to anyone employed by a Lab on Deals with that Lab.
- 3.7 These standard terms apply to every Referrer until they have referred an Owner that closes a Deal. After that, we may agree different terms in writing.

4. PAYMENT

- 4.1 We pay the fee when the Owner is paid, and no later than 30 days after we receive each payment from the Lab for the Deal. Where a Lab pays in instalments, you are paid your share of each instalment as it is received.
- 4.2 No fee is owed on money a Lab has not paid. If we refund a Lab, you repay the matching fee, or we deduct it from later fees.
- 4.3 Each payment comes with a statement showing the Deal, the Owner Payment and the fee. The Lab's name may be withheld where our contract with the Lab requires it.
- 4.4 Payments are made in US dollars by bank transfer or Wise to an account in your name. Referrers in any country may be paid, except in countries subject to comprehensive US, UK or EU sanctions, or persons named on a sanctions list. You are responsible for your own taxes and will provide any tax form we reasonably require, such as a W-9 or W-8BEN, before the first payment.

5. CONDUCT

- 5.1 You may use the Grepped name, send cold email and run advertising. Paid advertisements and public posts that name Grepped are sent to us for approval before use.

- 5.2 You will not name any Lab, promise any Owner a sale, price or timeline, or tell any audience how much they will earn.
- 5.3 You will not receive, hold or forward any Owner's data. Data passes directly from the Owner to Grepped.
- 5.4 You will comply with the anti-spam and marketing laws that apply to your outreach, including CAN-SPAM, and will not present yourself as Grepped's employee or agent.
- 5.5 While these terms apply and for 12 months after they end, you will not arrange or assist the sale or licence of a referred Owner's data other than through Grepped.

6. CONFIDENTIALITY

- 6.1 You keep Grepped's non-public information confidential, including Lab identities, prices, Deal terms and Owner data, while these terms apply and for three years after they end.

7. ENDING AND CHANGES

- 7.1 Either party may end these terms by giving 30 days' notice by email.
- 7.2 After they end, fees continue to be paid on referred Owners for the rest of their credit window, unless you have breached clause 5 in relation to that Owner.
- 7.3 We may update these terms by publishing a new version. A change never reduces a fee on a referral we have already confirmed.

8. GENERAL

- 8.1 You are an independent contractor. Nothing in these terms creates employment, partnership or agency.
- 8.2 If Grepped transfers its business to another company, it may transfer these terms to that company by notice to you. Earned fees and credits carry over.
- 8.3 These terms, together with any separate written agreement we sign with you, are the entire agreement between us on their subject. Where a signed agreement differs, the signed agreement applies.
- 8.4 These terms are governed by the laws of the State of Delaware, without regard to its conflict of laws rules, and the courts of Delaware have exclusive jurisdiction over any dispute arising from them.

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