



Clutch Guarantee participation agreement

Last Updated Aug 4, 2026

CLUTCH GUARANTEE — SERVICE PROVIDER PARTICIPATION AGREEMENT

[Addendum to Service Provider's Agreement with Clutch.co]

This Clutch Guarantee - Service Provider Participation Agreement Addendum (the "Addendum") is entered into between Clutch Co LLC. ("Clutch" "we," "us," or "our") and the service provider agreeing to these terms and/or identified in the applicable account ("Service Provider," "you," or "your"), and supplements the Clutch Terms of Service located at <https://clutch.co/terms>, or other such governing master services agreement entered into by Clutch and the Service Provider, where applicable (the "Underlying Agreement"). This Addendum governs your participation in the Clutch Guarantee Program.

1. Participation & "Clutch Guaranteed" Status

By opting into the Clutch Guarantee Program (the "Program"), the Service Provider agrees to offer and honor the Clutch Guarantee, as defined herein, and to comply with the following terms and conditions with respect to all services engagements entered into with Buyers during Service Provider's participation in the Program. For purposes of this Addendum, the "Clutch Guarantee" means the 14-day satisfaction guarantee offered by participating Service Providers through the Program, as set forth in the Clutch Guarantee Clause, pursuant to which a Buyer may cancel an engagement during the applicable Guarantee Period and receive a refund in accordance with the terms of the Clutch Guarantee Clause and this Addendum. The Service Provider acknowledges that this badge is a trust signal surfaced to both human buyers and AI agents.

Participation in the Program is contingent upon the Service Provider satisfying the eligibility requirements established by Clutch, as updated from time to time in Clutch's sole discretion, including but not limited to the following:

- Maintaining active Verification status at the level designated by Clutch for Program participation;
- Compliance with all applicable Clutch policies and Program requirements communicated by Clutch from time to time.

Clutch may suspend, revoke or modify a Service Provider's eligibility for the Program at any time in its sole discretion.

2. Clutch Disclaimer

Service Provider acknowledges that Clutch is not a party to the underlying services agreement between Service Provider and a Buyer. Clutch is the facilitator of the Clutch platform only, does not provide the underlying professional services, guarantee service outcomes, or assume contractual liability for engagements between Service Providers and Buyers.

3. The 14-Day Guarantee Period

The "Guarantee Period" begins on the Project Start Date and expires at 11:59 PM Eastern Time on the fourteenth (14th) calendar day thereafter. The "Project Start Date" shall be the date of the initial project kickoff meeting as documented in writing between the Service Provider and the Buyer. If no project kickoff meeting is scheduled or conducted, the Project Start Date shall be the date agreed to by the parties in writing for the Service Provider to commence performance of the services. If neither a

project kickoff meeting nor a written project start date exists, the Project Start Date shall default to the date of execution of the Service Provider's contract with the Buyer.

Service Provider agrees to maintain written records sufficient to establish the Project Start Date (e.g., meeting invitations, emails, calendar invites, executed agreements).

4. Contractual Obligation to Buyers

The Service Provider agrees to include the flow-down terms applicable to the Clutch Guarantee Program (the "Clutch Guarantee Clause"), as provided by Clutch, in all services agreements, statements of work, engagement letters, and other agreements governing services engagements entered into with Buyers during Service Provider's participation in the Program. Participation in the Program constitutes Service Provider's agreement to offer and honor the Guarantee Program with respect to all such engagements. Notwithstanding any failure by Service Provider to include the required Guarantee Clause in a particular agreement with a Buyer, Service Provider shall remain obligated to honor the Guarantee Program with respect to such engagement and may not deny applicability of the Guarantee Program based on omission of the Clutch Guarantee Clause.

Clutch may revise or update the Guarantee Clause from time to time. Following notice from Clutch, Service Provider shall (i) incorporate the then-current version of the Guarantee Clause into all new services agreements and other engagement documents entered into after the effective date of such revision, and (ii) update its standard forms, templates, and contract documentation used for future engagements within thirty (30) days following such notice. Service Provider shall use commercially reasonable efforts to incorporate the updated Guarantee Clause into existing customer agreements governing future services where amendment is reasonably practical.

Failure to include and enforce the required clause language shall constitute a material breach of this Agreement. Service Provider shall not materially modify, narrow, disclaim or conflict with the required Clutch Guarantee Clause without Clutch's prior written consent.

5. Clutch Guarantee Dispute Resolution Framework

This Section applies solely to disputes concerning the applicability, administration, or enforcement of the Clutch Guarantee. Disputes relating to service quality, project performance, deliverables, contract interpretation, reviews, ratings, or other matters arising from the underlying relationship between the Buyer and Service Provider are outside the scope of this Section and shall be resolved in accordance with the Underlying Agreement.

The Service Provider agrees that any such disputes arising from the Clutch Guarantee between Service Provider and a Buyer shall follow this process:

(a) Informal Dispute Resolution. The parties shall first attempt to resolve the dispute directly between themselves. The parties may voluntarily participate in informal dispute resolution discussions or mediation. Any such discussion or mediation shall be conducted in good faith and shall commence within ten (10) business days of written notice of the dispute.

(b) Binding Arbitration. If mediation does not resolve the dispute within fifteen (15) calendar days, either party may submit the dispute to binding arbitration administered by New Era ADR, Inc. Such dispute may be submitted to the New Era portal located at <http://app.neweraadr.com/>. Arbitration shall conclude within thirty (30) calendar days of filing. The Service Provider shall bear all arbitration fees and administrative costs. The arbitrator's decision shall be final and binding.

For the avoidance of doubt, Clutch does not mediate, arbitrate, adjudicate, investigate, or otherwise resolve disputes relating to service quality, project performance, deliverables, contract interpretation,

payment disputes unrelated to the Clutch Guarantee, reviews, ratings, or any other matter arising from the underlying relationship between the Buyer and Service Provider. In its sole discretion and at a Buyer's request, Clutch may provide administrative assistance in connection with arbitration arising under the Clutch Guarantee, including facilitating initiation of an arbitration proceeding or submitting an arbitration filing authorized by the Buyer. Any such assistance shall not cause Clutch to become a party to the dispute or arbitration proceeding, constitute representation of either party, or alter the parties' respective rights or obligations under the applicable agreements.

Furthermore, and for the avoidance of doubt, nothing in this Section shall limit Clutch's right to suspend or remove a Service Provider from the Clutch platform pending resolution of any dispute.

6. Refund Trigger & Financial Obligations

If a Buyer submits a written cancellation request to the Service Provider at any time during the Guarantee Period, the following obligations apply:

(a) Immediate Reimbursement. The Service Provider shall issue a refund equal to one hundred percent (100%) of all Guaranteed Fees within fifteen (15) business days of receipt of the cancellation request. "Guaranteed Fees" means all fees paid by Buyer to Service Provider on or before the expiration of the Guarantee Period in connection with the project subject to the Clutch Guarantee, including any upfront or initial project fees, but excluding third-party costs incurred at Buyer's direction and any fees payable by Buyer to Service Provider under separate agreements. The Buyer is not required to provide a reason for cancellation. Service Provider shall not condition, delay, reduce, offset or withhold the refund based on work performed, partial completion, intellectual property disputes or any other claim arising during the Guarantee Period.

(b) Refund Obligation. The refund obligation is solely between the Service Provider and the Buyer. Clutch bears no financial responsibility for any refund issued under the Clutch Guarantee.

Notwithstanding anything to the contrary herein, Clutch reserves the right, but not the obligation, to reimburse a Buyer in exceptional circumstances where Clutch determines, in its sole discretion, that such action is necessary, for example, to protect platform integrity, user trust, or Clutch's reputation. Any such reimbursement shall be entirely discretionary and shall not create any ongoing obligation, expectation, or precedent.

If Clutch issues such a reimbursement to a Buyer, then in addition to any other remedies available to Clutch:

- Service Provider will immediately reimburse Clutch for any amounts advanced or paid by Clutch to a Buyer relating to Service Provider's obligations under the Clutch Guarantee, including any administrative costs, collection expenses and reasonable attorneys' fees;
- Service Provider will be immediately removed from the Program; and
- Service Provider will not be eligible for reinstatement to the Program unless and until all outstanding reimbursement obligations have been satisfied in full, as determined by Clutch in its sole discretion.

7. Buyer Fraud or Abuse

The Clutch Guarantee is intended to support good-faith business negotiations only. Clutch reserves the right to suspend or limit access to the Program in cases involving fraud, unlawful conduct, or repeated abusive cancellation practices.

8. Reporting Obligations

In the event of an escalated issue or dispute relating to the Program, Service Provider will promptly provide to Clutch records, communications, agreements, invoices, payment records and other information reasonably requested by Clutch. Clutch's receipt or review of such information shall not cause Clutch to become a party to such dispute or assume responsibility for resolving, adjudicating, investigating or guaranteeing the underlying services or contractual relationship.

9. Consequences of Non-Compliance

If the Service Provider fails to issue a refund within the required timeframe, Clutch reserves the right to, at its sole discretion:

- (a)** Immediately suspend the Service Provider's "Verified" and "Clutch Guaranteed" status until the obligation is fulfilled;
- (b)** Support the Buyer in pursuing dispute resolution against the Service Provider, including facilitation of mediation and referral to binding arbitration. The Service Provider agrees to bear all arbitration fees and administrative costs in such proceedings;
- (c)** Recover from Service Provider any amounts advanced or paid by Clutch to a Buyer in connection with the Service Provider's failure to honor its refund obligations; and/or
- (d)** Take any other action(s) reasonably necessary to enforce the Service Provider's obligations under the Program, protect Buyers, preserve marketplace integrity, or protect Clutch's reputation, including suspension or termination of Service Provider's participation in the Program or other enforcement actions permitted under the Underlying Agreement between Clutch and Service Provider.

10. Disputes between Clutch and Service Provider

Notwithstanding Section 5, any dispute between Clutch and Service Provider arising under this Addendum shall be governed by the dispute resolution procedures set forth in the Underlying Agreement between Clutch and Service Provider.

11. Data Integrity & Agentic Transparency

The Service Provider acknowledges that their performance under the Clutch Guarantee — including refund rates, resolution speed, and compliance history — may be utilized as a ranking signal for LLMs and AI agents querying the Clutch platform. Consistent compliance strengthens the Service Provider's trust score and visibility; repeated refunds or non-compliance may negatively impact ranking and may affect continued eligibility. Service Provider hereby authorizes Clutch to collect, analyze, process and display such data for trust, ranking, fraud prevention, compliance and platform integrity purposes.

12. Termination of Program Participation

Service Provider may suspend or terminate its participation in the Program at any time by updating the account settings in Service Provider's Vendor Dashboard. Termination does not affect obligations under any Guarantee Period that has already commenced prior to the effective date of termination.

Clutch may immediately terminate Service Provider's participation in the Program upon any material breach of this Addendum, any failure to honor a refund obligation, any loss of eligibility status, or any conduct that Clutch reasonably determines may harm platform integrity, Buyer trust, or Clutch's reputation.

13. Effect of Termination of Program Participation

Upon the effective date of termination or suspension of Service Provider's participation in the Program, whether initiated by Clutch or the Service Provider, Service Provider shall immediately

cease representing that it participates in the Program or offers the Clutch Guarantee, and shall discontinue all use of the "Clutch Guaranteed" badge and any references to the Clutch Guarantee in its website, marketing materials, proposals, sales materials, client communications, and other public-facing or promotional materials.

Service Provider shall not include the Clutch Guarantee Clause in any new services agreements, statements of work, engagement letters, or other agreements entered into after the effective date of such termination or suspension. Within thirty (30) days following effective date of such termination or suspension, Service Provider shall remove or update any templates, standard forms, and marketing materials to eliminate references to the Clutch Guarantee, except to the extent necessary to perform obligations with respect to engagements entered into prior to such termination or suspension.

14. Updates to the Terms

Clutch reserves the right to change or update the terms of this Addendum from time to time at our sole discretion. We reserve the right, at our discretion, to change, modify, add, or remove portions of this Addendum any time by posting the amended Addendum here with an updated "Last Updated" date above. Please review these terms frequently for any changes. If the changes are non-material, or administrative in nature, such changes shall become effective upon notice to Service Provider, which may be provided through the Vendor Dashboard, email, or other reasonable means. If the changes include material changes that affect your rights or obligations under the Program, we will notify you of the changes by reasonable means, which could include notification through your Vendor Dashboard or via email, and you must affirmatively accept the updated Addendum through the Vendor Dashboard as a condition of continued participation in the Program. If you do not agree to the updated Addendum, you may not participate in the Program, provided that the terms of this Addendum will continue to govern any engagements entered into prior to the effective date of such updated Addendum.

Terms accepted by Qurban Ali on Aug 18, 2026, 12:57pm