



Directorii Limited Guarantee Terms and Conditions

www.Directorii.com

16650 Bass Lake Rd, Suite 102, Maple Grove, MN, 55311

952-356-5833 | Guarantee@Directorii.com

- 1. Parties.** Directorii LLC, a Minnesota limited liability company ("Directorii") and each person who enters into a written agreement with a Directorii contractor for services at their property and provides payment to a Directorii contractor pursuant to that written agreement ("Payor").
- 2. Directorii Contractor Definition.** "Directorii Contractor" shall include any contracting business or sole proprietor identified on any Directorii.com webpage as a Directorii "Contractor" for any service.
- 3. Payor Obligations and Responsibilities.**
 - (i) Payor must obtain a user account with Directorii via www.Directorii.com within 30 days of entering into a written agreement with the Directorii Contractor ("Payor-Contractor Agreement"). Payor's failure to obtain a user account within 30 days shall void all coverage under this Agreement.
 - (ii) Payor must enter into a Payor-Contractor Agreement that (a) is signed by the contractor and Payor, (b) identifies the contractor by the exact business name listed on Directorii's website as the contractor, (c) identifies the scope of work to be performed ("the Work") and (d) identifies the full price agreed for the work identified on the agreement ("Contract Sum"). It is the responsibility of the Payor to Verify that a contractor claiming to be a Directorii Contractor is in fact the contractor and that said contractor is listed on the Directorii.com website at the time Payor enters into any written agreement subject to this agreement. This requirement is for Payor's protection and to assist the verification requirement below. Failure by Payor to comply with the requirements of this paragraph 3(ii) shall void all coverage under this agreement.
 - (iii) Payor only becomes eligible for the Guarantee coverage under paragraph 4(ii)-(iv) only if Payor, within 30 days after Payor signs Payor's Payor-Contractor Agreement, registers its Payor-Contractor Agreement with Directorii in one of the following two ways. First, registration may be accomplished by following the instructions provided at www.Directorii.com until Payor receives confirmation of the registration through Payor's user account portal at www.Directorii.com or via email. Second, registration may be accomplished by emailing a copy of the executed Payor-Contractor Agreement to guarantee@directorii.com and identifying your full name, address, the phone number associated with your Directorii user account and the Contractor's name in the body of your email. Payor is encouraged to work with a Directorii Contractor to register the Guarantee on Payor's behalf immediately after Payor enters into the Payor-Contractor Agreement and before payment is made.
- 4. Coverage.** Subject to the Payor's compliance with the requirements listed in paragraph 3 above, Directorii will indemnify Payor, as "indemnify" is defined in paragraph 7 below, if any of the following triggering events is demonstrated by Payor to have occurred:
 - (i) Fraud and Limited Business Failure. Directorii Contractor is demonstrated to have shut down its business, either formally or via abandonment, within one year of the date Payor entered into the Payor-Contractor Agreement or the date of Payor's last payment to the Directorii Contractor, whichever is earlier, and prior to the completion of the work authorized by the Payor-Contractor Agreement, and Payor properly submits a claim within the same time period in compliance with this Agreement.
 - (ii) Code and Manufacturer's Noncompliance. Directorii Contractor is demonstrated to have performed services and/or installed products in non-compliance with Payor's applicable building code or in non-compliance with a product manufacturer's specifications, as long as a claim is submitted within five years of the date Payor entered into the Payor-Contractor Agreement in compliance with this Agreement.
 - (iii) Workmanship. Directorii Contractor is demonstrated to have negligently performed contracted service for Payor, as reasonably determined by industry standards. This workmanship guarantee excludes otherwise covered damage caused by unusual weather conditions such as but not inclusive of, ice or snow dams, strong winds in excess of 50 miles per hour, hail and damage caused by snow or ice removal efforts. Directorii shall not be obligated to provide such coverage until and unless Payor evidences that Payor has fully complied with Directorii Contractor's workmanship warranty, should such exist. This workmanship coverage shall apply as long as a claim is submitted within five years of the date Payor entered into the Payor-Contractor Agreement in compliance with this Agreement.
 - (iv) Product Defects. Applicable product manufacturer of products installed by Directorii Contractor fails to comply with the terms of the warranty issued to Payor. Directorii shall not be obligated to provide coverage until and unless Payor properly submits a claim to the manufacturer alleging the applicable defect and seeking coverage thereunder, and the earlier of the following two scenarios occur: (i) manufacturer wrongfully denies Payor's claim as Directorii determines based on its own independent investigation and industry standards or (ii) sixty (60) days elapse since Payor submitted the claim to the manufacturer and manufacturer has failed to issue a determination regarding coverage. To receive coverage under this product defect guarantee, Payor must agree to assign Directorii all rights and interests in Payor's claim or enter into a power of attorney agreement allowing Directorii to engage the applicable manufacturer as Payor's attorney and agree that any sum recovered shall be remitted to Directorii for the services provided herein.
- 5. Coverage Exemptions.** This Guarantee Agreement is not intended and does not cover (a) cosmetic issues, (b) clean up problems, (c) disputes regarding insurance scope, payments or deductible issues, or (d) customer service issues such as tardiness, rudeness, response time or similar items.

(Terms and Conditions continued on following page)



Directorii Limited Guarantee Terms and Conditions

www.Directorii.com

16650 Bass Lake Rd, Suite 102, Maple Grove, MN, 55311

952-356-5833 | Guarantee@Directorii.com

(Continued from previous page)

- 6. Claim Process.** A Claim under this Guarantee must be submitted via the Directorii website. Upon receipt of Directorii will investigate for purposes of adjusting the claim for payment as defined in Par. 7 below. Payor understands that Payor's agreement to be interviewed and make him or her available for interview within a reasonable time period is a precondition to coverage being adjusted and any payment issued by Directorii. Payor understands that Payor is also obligated to fully cooperate with Directorii during the claim process and provide all information in Payor's possession or control as requested by Directorii and in a timely manner. Directorii shall adjust and provide its coverage conclusions, via email or text or communication through Payor's user portal, to Payor within 30 days of a valid claim submission, unless Directorii provides Payor with notice via email or text or communication through Payor's user portal that an additional investigation period is required.
- 7. Indemnification Coverage.** As used in paragraph 4 above, "indemnify" shall mean Directorii's choice of the following actions: (a) if minimal or no work under the Payor-Contractor Agreement has been performed, Directorii shall (i) provide Payor with a monetary payment totaling the sum Payor paid contractor in compliance with the Payor-Contractor Agreement, or (ii) arrange for a different Directorii Contractor of Directorii's choosing to complete all remaining work for the original Contract Sum within 60 days of the Date Directorii confirmed coverage for the claim. Under option (a)(ii), Directorii shall pay the subsequent Directorii Contractor the monetary sum Payor previously paid the Directorii Contractor under the Payor-Contractor Agreement, and Payor shall enter into a new Payor-Contractor Agreement with the subsequent Directorii Contractor for the remaining work authorized by the original Payor-Contractor Agreement and agree to pay said Directorii Contractor the Contract Sum less the sum Payor originally paid the previous Directorii Contractor, upon completion of the work, and this Guarantee shall continue to apply without re-registration to the subsequent Directorii Contractor, (b) if substantial work has been performed, defined as more than \$5,000 of services performed, Directorii shall act as defined herein under option (a)(ii) of this paragraph except the sum Directorii shall be obligated to pay the subsequent Directorii Contractor shall be situationally negotiated between Directorii and said Directorii Contractor, (c) for valid claims under coverages identified by paragraph 4(ii)-(iv), Directorii shall arrange for a different Directorii Contractor to complete any repair services necessary to remedy the applicable defects covered by said coverages. For all actions taken under option (c) of this paragraph, if Payor authorizes Directorii to proceed with causing coverage work hereunder, Payor agrees that it shall pay Directorii the difference between the sum Payor paid the Contractor and the Contract Sum, as applicable, including Directorii's incurred cost related to any necessary services required for the Work but not originally contained with the scope defined by the Payor Contractor Agreement.
- 8. Change Orders.** If Payor's Work or Contract Sum changes in compliance with a Payor Contractor Agreement and such is agreed to in writing by Contractor and Payor, Payor may register the change in either of the same means identified in paragraph 3 to secure an increase in coverage under this agreement commensurate with the new scope of work or contract sum. Registration must be accomplished within 30 days of either the written agreement reflecting the change or from when Payor makes any additional payment to Contractor associated with any change, whichever date is earlier. The adjustment to the coverage amount can be requested within 1 year after the registration of the initial Guarantee.
- 9. Limits of Directorii's Obligations.** Directorii's indemnification obligation regarding valid claims for the coverage identified in Paragraph 4(i) shall be limited to the lesser of the sum Payor paid the Directorii Contractor or \$25,000, except if Payor performs all obligations contained in Paragraph 3(ii) and 3(iii) whereby the limitation shall be the lesser of the sum Payor paid the Directorii Contractor or \$250,000. Directorii's indemnification obligations regarding valid claims for the coverage identified in Paragraph 4(ii) shall be limited to the lesser of the sum Payor paid the Directorii Contractor or the sum Payor is entitled to under the applicable product warranty. Directorii's indemnification obligations regarding valid claims for the coverage identified in Paragraph 4(iii)-(iv) shall not exceed the lesser of the sum Payor paid the Directorii Contractor or \$250,000. Notwithstanding the foregoing, Directorii's indemnification limitation shall be the lesser the sum Payor paid the Directorii Contractor or \$20,000 if Payor refuses to authorize Directorii action consistent with this Agreement, or take any action, including entering into a written agreement with any subsequent Directorii Contractor as applicable, that Directorii deems necessary for purposes of its arranging work to be performed in furtherance of Directorii's obligations hereunder.
- 10. Release and Assignment.** Upon receipt of Directorii's payment pursuant to Paragraph 7, option (a)(i), Payor agrees that Directorii shall be released from all claims and liability relating to any action of the Directorii Contractor or Directorii and that all Payor's rights via the Payor-Contractor Agreement shall be assigned to Directorii.
- 11. Miscellaneous.** Payor understands that the adjudication of any dispute involving Payor's claim shall be brought in the courts of Minnesota, and that by submitting a claim to Directorii, Payor agrees to the personal jurisdiction of Minnesota's courts.
- 12. Successors and Assigns.** Payor's rights in this Agreement obtained through shall inure to the benefit of Payor's heirs and assigns if (a) assignee/heir creates a user account at www.Directorii.com and re-registers the transferred Payor-Contractor Agreement under his or her name and user account within 30 days of acquiring Payor's rights, including providing Directorii all documentation necessary to evidence the assign/bequeathal and (b) assignee/heir is a fee owner of the property improved by the services performed under the applicable Payor-Contractor Agreement at the time registration is complete pursuant to 12(a).

Dmitry Lipinskiy
CEO Directorii LLC