



INDEPENDENT CONTRACTOR AGREEMENT AND SERVICE PROVIDER TERMS OF SERVICE

This **INDEPENDENT CONTRACTOR AGREEMENT AND SERVICE PROVIDER TERMS OF SERVICE**, entered into as of this date (the "**Agreement**"), is by and between FIXYFIX, INC., a professional corporation ("**FixyFix**"), and you, a Professional Corporation to act as and Independent Contractor Service Provider (the "**Service Provider** or **Independent Contractor**"), together referred to as ("the Parties"), and agreement whereby the Service Provider will provide customers contracted through the FixyFix Platform with certain services as set forth below.

WHEREAS, FixyFix is a is an E-commerce Site functioning as a cyber-platform (the "Platform") for enabling customers (the "Customer") to place service requests (the "Orders") for a wide range of Services ("the Services") performed by third party Services providers ("Services Providers" or "Independent Contractors"), including but not limited to handyman services, plumbing, electrical work, cleaning, and moving help.

WHEREAS, the Service Provider is a professional independent contractor adhering to the upmost standards and regulations of their particular industry with all required paperwork and/or licensing in order and in good standing,

WHEREAS, FixyFix wishes to connect the Service Providers Services to service Customers in the most efficient and convenient manner,

WHEREAS, the Service Provider desires and has the capacity to administer the said Services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

GENERAL TERMS

1. **Entire Agreement.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. As used herein, references to "you" or "Service Provider" or "Independent Contractor" includes you as well as all of your employees, agents, affiliates, subcontractors, anyone doing work on your behalf, doing-business-as names and representatives.
2. **FixyFix Role.** FixyFix is solely a services Platform for connecting Customers with Independent Contractor Services Providers. FixyFix does not provide any services to the Customer, and FixyFix is not a Service Provider. It is up to the Service Provider to decide whether or not to offer services to a customer contacted through the FixyFix Platform, and it is up to the customer to decide whether or not to accept services from any Service Provider contacted through the FixyFix Platform. Any decision by a Service Provider to offer or accept Services once such Service Provider is matched through the FixyFix Platform is a decision made in such Service Providers sole discretion. Each Service Order provided by a Service Provider to a Customer shall constitute a separate agreement between such persons.

Service Providers do not have authority to enter into written or oral, whether implied or express, contracts on behalf of FixyFix. Each Service Provider acknowledges that FixyFix does not, in any way, supervise, direct, or control a Service Providers work or service performed in any manner. FixyFix will not provide any equipment, labor or materials needed for a particular Order.

SERVICE PROVIDER AS INDEPENDENT CONTRACTOR

3. **Independent Contractor.** This Agreement shall not render The Service Provider an employee, partner, agent of, or joint venturer with FixyFix for any purpose. The Service Provider is and will remain an independent contractor in his relationship to FixyFix. FixyFix shall not be responsible for withholding taxes with respect to the Service Provider's compensation hereunder. The Service Provider shall have no claim against FixyFix hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Subject to the terms and conditions of this Agreement, FixyFix hereby engages The Service Provider as an independent contractor to perform the services set forth herein, and the Service Provider hereby accepts such engagement.
4. **FixyFix does not Control.** FixyFix does not control or direct how the Service Provider complete the Orders or fulfill their Services. FixyFix as the Platform is only responsible for providing Service Providers with information in regards to the Order and Services. However, the Service Provider agrees that they will complete their Services under the utmost stringent standards of their industry.
5. **Term of Agreement.** The term of this agreement shall be for one (1) year commencing from the date of this agreement. This agreement will be automatically renewed unless terminated in writing by either party.
6. **Termination:** This Agreement may be terminated for any reason by giving fifteen (15) day notice to that effect to the other party by the notice requirements at the end of this agreement. If Service Provider fails to give timely notice of termination, FixyFix shall withhold their last payment, as ascertained damages and compensation for the breach. In addition, if the Service Provider is convicted of any crime or offense, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, FixyFix at any time may terminate the engagement of the Service Provider immediately and without prior written notice to the Service Provider.

FixyFix, in its sole discretion, reserves the right to suspend the Service Providers rights under this Agreement or terminate this Agreement and Service Provider's membership to the FixyFix Platform immediately if it is determined or suspected by FixyFix, in its sole discretion, that you are misusing or attempting to misuse or circumvent the FixyFix services or system or any customer data, or are using or attempting to use it for any inappropriate, illegal, harmful, or anti-competitive, purposes.

7. **Equipment.** Service Provider is solely responsible for all equipment costs incurred in completion of an Order. Service Provider is responsible for all costs and/or expenses incurred by Service Provider in connection with the performance of Services, and in no event shall FixyFix reimburse, or be required to reimburse, Service Provider for any tools, materials, costs or expenses used in connection with the Services. Service Providers shall furnish and maintain, at Service Provider's own expense, the tools, equipment, supplies, and other materials used to perform the Services.

Service Providers, at Service Provider's sole discretion, shall determine what equipment, supplies, and materials are necessary to perform the Services, and manner, time, and at what price, to purchase or maintain any necessary equipment, supplies, tools, and materials.

8. **Conflicts of Interest; Non-hire Provision.** The Service Provider represents that he is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Service Provider and any third party. During the term of this agreement, the Service Provider shall devote as much of his productive time, energy and abilities to the performance of his duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Service Provider is expressly free to perform services for other parties while performing services for FixyFix. For a period of six months following any termination, the Service Provider shall not, directly or indirectly hire, solicit, or encourage to leave FixyFix's employment, any employee, consultant, or contractor of FixyFix or hire any such employee, consultant, or contractor who has left FixyFix's employment or contractual engagement within one year of such employment or engagement.

It is the parties' intention that Service Provider will use her/his own skill and expertise in the independent exercise of her/his business judgment in the performance of the services governed by this Agreement. FixyFix does not reserve any right to control the manner in which the services are performed. The Service Provider is not restricted from providing his/her services to other parties and is not required to devote any minimum or maximum amount of time to performing services for FixyFix. However, the Service provider may not provide any services to Customers retained through FixyFix without first providing notice and receiving approval from FixyFix.

SERVICE PROVIDER TERMS OF SERVICE

9. **Service Providers Responsibilities:** Service Provider shall retain all responsibility and pay for;
- a. Workers compensation insurance, management, supervision, and all other aspects and requirements of any kind whatsoever related to the performance of this Agreement.
 - b. File and pay for all applicable state, federal, and local income taxes, tax withholding, employment, unemployment, taxes and returns, all of which may be required to file on account of Service Provider, in the performance in the agreement at the time and place specified in applicable federal, state and local laws and regulations and to report and pay when due all such taxes and contributions required to be paid in such forms and returns.
 - c. All operating expenses of any kind whatsoever.
 - d. In those jurisdictions where a license, permit, or certification is required to perform the Services, Service Provider shall maintain and upon request, provide proof to FixyFix of all necessary licenses, permits and/or certifications before Service Provider provides any such Services under this Agreement.
 - e. **Insurance:** Service Provider is required to maintain a general liability insurance policy which names FixyFix as additionally insured. Please see **Appendix A** for additional insurance requirements.
 - f. **Platform Compatible Devices:** Service Provider is required to own and operate, at Service Provider sole expense, a cellular device capable of receiving Order information from the FixyFix Platform. Please see **Appendix B** for device requirements and app instructions.
10. **Compliance and Licensing.** Service Provider agrees that all of their employees are properly and fully licensed, bonded and insured under all applicable laws and trade regulations for any and all Services performed. If Service Provider or Service Provider's employees are operating under a license with special restrictions you agree and represent that you will at all times operate within the guidelines as specified by such restrictions.

Service Provider agrees that they will comply with all applicable laws in providing Services. Service Provider agrees that they will comply with all applicable labor laws including but not limited to the Fair Labor Standards Act, all federally enacted labor laws, all state enacted labor laws, and all locally enacted labor laws.

11. **Furnishing of Documents and Licensing** With respect to all the requirements of the Agreement, the Service Provider agrees to furnish to FixyFix such evidence of compliance with the foregoing as FixyFix shall reasonably request within a twenty-four (24) hour period. Upon signing of this Agreement, Service Provider shall provide a copy of the required insurance policy. Furthermore, Service Provider will cause FixyFix to promptly be added to all applicable insurance policies to be held as an additional insured.
12. **Service Provider Warranties and Representation.** Service Provider represents and warrants to FixyFix that Service Provider is and at all times will remain, properly and fully licensed, bonded and insured, at levels in accordance with this agreement and applicable industry standards, under all applicable laws and trade regulations for any and all Services performed, that Service Provider has the legal right to provide the Services that are contemplated by this Agreement, that Service Provider has the required skill, experience, and qualifications to perform the Services, that Service Provider shall perform the Services in a professional and diligent manner in accordance with utmost stringent industry standards for similar services, and that Service Provider shall perform the Services in accordance with all applicable laws, rules and regulations.

Service Provider agrees to make all reasonable efforts to provide Services as assigned to them by the FixyFix Platform. Furthermore, Service Provider agrees to make all reasonable efforts to complete orders within the timeframes and parameters as provided by the FixyFix Platform.

13. **Responsibility for Safety.** Service Provider shall, at its own expense, be solely responsible for protecting its employees, subcontractors, material suppliers and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Order, Services, or the site which it is been performed and ensuring full compliance with all government safety and OSHA rules and regulations.

Service Provider shall fully comply with all laws, orders, citations, rules, regulations, standards and statutes concerning occupational health and safety, accident prevention, safety equipment and practices, including but to limited to federal and OSHA regulations. Service Provider shall immediately pay all fines or penalties assessed upon Service Provider or Customer relating to the work.

Service Provider shall prohibit and prevent the presence or use of alcohol or drugs by its employees, permitted subcontractors or suppliers at a job location or performance of the work by any persons under the influence of alcohol or drugs

14. **Confidentiality, Privacy, and Non-Solicitation.** Service Provider agrees to keep all Order and Customer information private and confidential. Service Provider agrees that they will not use or disseminate any information attained from an Order or during a Service from a Customer for any reason other than to complete the Service. Furthermore, Service Provider further agrees not to engage in any activity that violates FixyFix's privacy policy, which can be found at <http://fixyfix.com/privacy>.

Service Provider agrees that FixyFix shall have the right to disclose any information it has regarding Service Provider to any authorities requesting information from FixyFix regarding any work or services you have performed. If Service Provider or Customer creates written comments or testimonials about FixyFix service or activities and/or Service Provider's Services, Service Provider agrees that FixyFix shall have sole ownership of any and all intellectual property rights in such comments or testimonials, and that FixyFix may post and publish Service Provider comments or Customer comments or portions thereof at FixyFix sole discretion on our Web Site or in marketing materials including your name and company or agency, and that Service Provider shall not be entitled to any payments associated with our use of the foregoing.

Service Provider authorize FixyFix to use your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names and logos, content including photographs, in the form or format that you supply to us or that you upload to our Web site, for use and posting on our Web Site and for use in marketing materials to be presented to customers in online postings, via emails or otherwise to help promote you or your services, and that you shall not be entitled to any payments associated with our use of the foregoing. Service Provider represent that they have all necessary rights to display any of the logos, service marks, trademarks, and any other content that Service Provider upload to our Web Site, and the use by FixyFix of such content shall not violate any third party's intellectual property rights. If expressly authorized by FixyFix in written notice in advance, you may be authorized during the term of this Agreement to use certain marks of FixyFix as necessary to promote your business. You are expressly prohibited from registering any trademarks or domain names of FixyFix.

Service Provider agrees that it will not, directly or indirectly, for a period of not less than two years following termination of this Agreement, make any offers of employment to any FixyFix employee's and/or contact or solicit or perform any Services for any customer of FixyFix introduced to Service Provider by FixyFix, or of which Service Provider becomes aware through its relationship with FixyFix, without FixyFix's prior written consent in each instance and shall make full payment of all fees to FixyFix that would otherwise have been due under this Agreement.

15. **Compliance with FixyFix Term's and Conditions.** Service Provider agrees that they are familiar with FixyFix's Terms and Conditions, which can be accessed at https://fixyfix.com/terms_and_conditions. Furthermore, Service Provider agrees that they will comply with these Terms and Conditions when providing their Services.
16. **Payment, Compensation, and Penalty's.** All payments for Services rendered, supplies used, and any other Services or products and related taxes will be made on the FixyFix website upon order of Services by the Customer. For the Platform services provided, FixyFix shall charge Service Providers a 20% service fee for Services, plus a 4% processing fee per Order. FixyFix shall disperse payments to Service Providers once a month, after 30 days have passed from the successful completion of an Order. FixyFix shall not disperse payment for any order that was not fully and successfully completed within the timeframes and parameters provided by the FixyFix Platform. FixyFix shall not disperse payment for any Order which has been disputed by a Customer or for any Order that was charged back on a Customer's credit card. FixyFix has no duty or responsibility to resolve disputes between Service Provider and Customers. Service Provider agrees to use good faith efforts at all times to resolve problems and disputes with Customers.

Service Provider agrees not to accept any payments from Customers for any Services rendered or supplies used; and not to contract with Customer or permit the rendering of additional Services not scheduled and paid for through the Platform. In the event Service Provider breaches any of the

foregoing, customer agrees that FixyFix may withhold all payments for all Services provided by the Service Provider and agrees to pay FixyFix a \$1000.00 violation fee.

Service Provider agrees to provide verification of completion of an Order within 12 hours of completing Services for a particular Order. Failure to submit verification of completion of an order may result in withholding or delaying of payment by FixyFix.

17. **Order Assignment.** FixyFix shall choose Service Providers for particular Orders in FixyFix's sole discretion. Nothing in this Agreement shall create an obligation for FixyFix to generate or provide Order's for a particular Service Provider.

ADDITIONAL TERMS

18. **Hold harmless and Indemnification.** Service Provider shall defend, indemnify and hold harmless FixyFix and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising out of or resulting from Services provided by the Service Provider.

The Services that Service Professional provides pursuant this Agreement are fully and entirely Service Providers responsibility. FixyFix is not responsible or liable for the actions or inactions of a Service Provider or other third party in relation to the Services provided by Service Provider. Service Provider understands, therefore, that by using the FixyFix Platform, Service Provider may be introduced to third parties that may be potentially dangerous, and that Service Provider uses the FixyFix Platform at his/her own risk.

19. **Mandatory Arbitration.** In the event that FixyFix and Service Provider are not able to resolve any dispute between them arising out of or concerning this Agreement, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration Services selected by FixyFix, in New York. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to this agreement or any disputes arising as a result of this Agreement, whether directly or indirectly, including Tort claims that are a result of this Agreement. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of this Agreement.

If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the remedy sought. Any demand for arbitration by Service Provider must be delivered to

_____.

20. **CLASS ACTION WAIVER.** Service Provider agrees that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as a class

action and/or collective action, and an arbitrator shall not have any authority to hear or arbitrate any class and/or collective action.

21. **Waiver.** Waiver by either FixyFix or Service Provider of breach of any provision of this Agreement by the other shall not operate or be construed, as a continuing waiver and all other terms and provisions shall remain in full force and effect.
22. **Merger.** This Agreement shall not be terminated by the merger or consolidation of FixyFix into or with any other entity.
23. **Assignment and Successors.** The Service Provider shall not assign any of her rights under this Agreement, or delegate the performance of any of her duties hereunder, without the prior written consent of FixyFix. If such written consent is made by FixyFix, than the Service Provider's heirs, assignees, and/or successors shall be bound by the terms of this Agreement.
24. **Choice of Law.** The laws of the state of New York shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
25. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
26. **Severability and Unenforceability of Provisions.** If any of the provisions of this Agreement, or any portion thereof, is held to be invalid or unenforceable, then the remainder of the Agreement shall nevertheless remain in full force and effect.
27. **Changes to Terms.** The terms and conditions of this Agreement may be amended from time to time by FixyFix in its sole discretion, and shall apply to Service Provider after the applicable amendment are sent to Service Provider as required by this Agreement.
28. **Notices.** Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, by certified mail, return receipt requested, postage prepaid, to the address set forth below. Such communications shall be effective when they are received by the addressee.

To Fixy Fix: 1801 Stillwell Avenue, 2F
Brooklyn, New York 11223

To Service Provider: As Provided upon Completion of Service Provider Intake Form

Appendix A

Appendix B