**Services Contract**

This Services Contract (“Agreement”) shall set forth the terms and conditions of the Service Contract between Client and Service Provider. For any definitions to any emphasized words, please refer to the HandyBoy Terms of Service.

**• Services.**

Service Provider agrees to perform the Assignments in a professional and workmanlike manner and shall timely perform any work required and deliver any agreed upon work for any Assignments contracted.

**• Agency.**

Assignments performed for Clients found through the HandyBoy Platform must be performed by the Service Provider represented, unless otherwise agreed to between the parties.

**• Client Payments and Billing.**

Client shall pay the agreed upon amount for the services rendered to HandyBoy. All such payments and billing will be subject to the HandyBoy Terms of Service.

**• Termination of a Service Contract.**

Once the Assignment has been confirmed by the Service Provider through the HandyBoy Platform, neither party will be able to terminate the contract. However, any payment due and owing will be billed according to the HandyBoy Terms of Service.

**• Worker classification.**

Client assumes all liability for proper classification of Service Providers as independent contractors or employees based on applicable legal guidelines. This Agreement does not create a partnership or agency relationship between Client and Service Provider. Service Provider does not have authority to enter into written or oral - whether implied or express - contracts on behalf of Client. Service Provider acknowledges that HandyBoy does not, in any way, supervise, direct, or control Service Provider's work or Services performed in any manner. HandyBoy does not set Service Provider's work hours and location of work, nor is HandyBoy involved in determining Service Provider’s compensation. HandyBoy will not provide Service Provider with training or any equipment, labor or materials needed for a particular Contract. HandyBoy will not deduct any amount for withholding, unemployment, Social Security, or other taxes as it would in the case of an employee. Client and Service Provider will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority, in any nation, with respect to Service Provider's performance of Services. Client and Service Provider agree to indemnify, hold harmless and defend HandyBoy from any and all claims arising out of or related to their Service Contract, including but not limited to claims that Service Provider was misclassified as an independent contractor, any liabilities arising from a determination by a court, arbitrator, government agency or other body that Service Provider was misclassified (including, but not limited to, taxes, penalties, interest and attorney's fees), any claim that HandyBoy was an employer or joint employer of Service Provider, as well as claims under any employment-related laws, such as those relating to employment termination, employment discrimination, harassment or retaliation, as well as any claims for overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits.

**• Third Party Beneficiary**

HandyBoy is hereby named as a third party beneficiary of each Service Contract entered into between Service Provider and Client**.**

**• Side Agreements**

Clients and Service Providers may enter into any supplemental or other written agreement that they deem appropriate (e.g., confidentiality agreement, work for hire agreement, assignment of rights, etc.). The terms and conditions of this Service Agreement and the HandyBoy Terms of Service, however, will govern and supersede any term or condition in a side agreement that purports to expand HandyBoy’s obligations or restrict HandyBoy’s rights under this Agreement or the Terms of Service.

**• Entire Agreement.**

The terms and conditions set forth in this Agreement and any additional or different terms expressly agreed to in writing by Client and Service Provider shall constitute the entire agreement and understanding of Client and Service Provider with respect to each Service Contract and shall cancel and supersede any other prior or contemporaneous discussions, agreements, representations, warranties, and/or other communications between them.

Last Updated: October 31, 2014