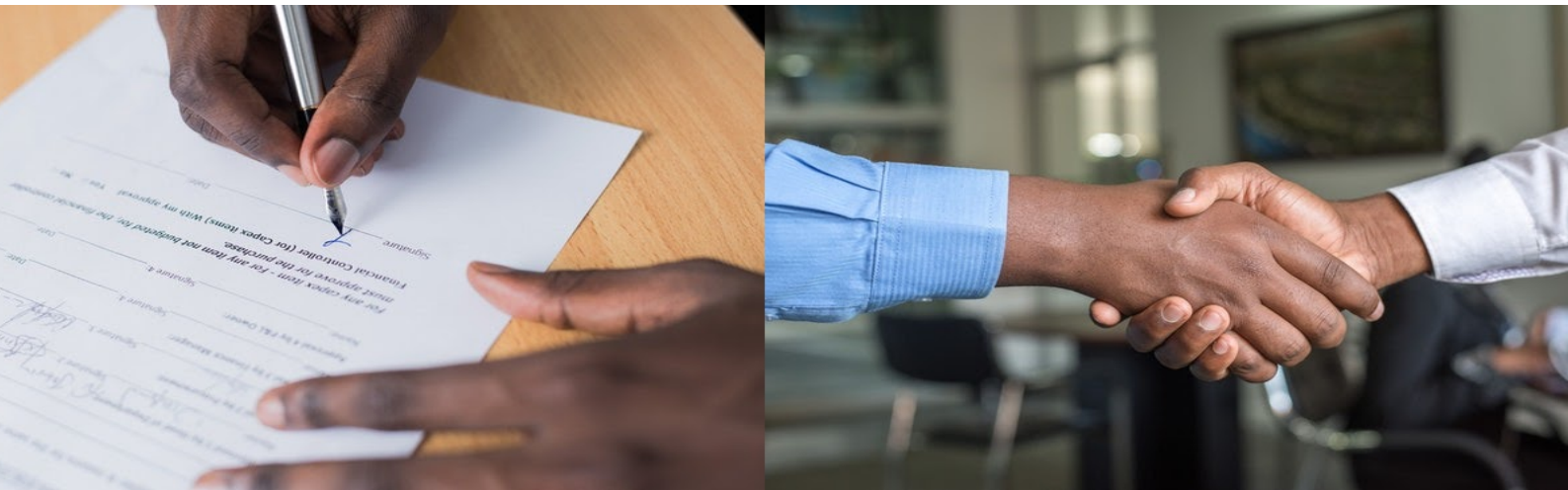




# Cerebro WorkerPool Talent

## SERVICE LEVEL AGREEMENT

Version 1.0 | June, 2020



### OVERVIEW

This document represents the Terms and Conditions (Agreement) between

***Cerebro Smart Working Limited***

(hereinafter referred to as 'Cerebro' or 'Service Provider')

AND

(hereinafter referred to as 'Talent')

on behalf of

(hereinafter referred to as 'Client')

*Cerebro has agreed to engage you, the Talent to provide IT Talent & Service Outsourcing to the Client.*

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The Scope of this Agreement is for the Talent to provide the following service for the Client:

**Service Name:**

**Description:**

**Duration:**

**Date of the Commencement:**

**Amount to be Paid:**

This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

## GOALS AND OBJECTIVES

The purpose of this Agreement is to ensure that all necessary elements are in place to ensure that services are delivered appropriately and efficiently. It will also serve as a means of accountability and be a reference for the description of the service as well as the roles/responsibilities of both Parties.

## SERVICE AGREEMENT

This section highlights the requirements of the Talent as well as Cerebro.

### TALENT'S REQUIREMENTS

- The Talent must ensure that this service is proffered efficiently and with utmost professionalism.
- The Talent will be the sole provider of this service unless otherwise stated and agreed upon by both Parties.
- The Talent shall not engage in any other form of work or employment that may affect the level of delivery of work and time out into the Client's business.
- The Talent shall inform Cerebro of any changes or circumstances that may alter the services being delivered.
- The Talent shall ensure that service is delivered within the stipulated duration of the engagement.
- Talent agrees to provide service to Cerebro and its Client in accordance with the Cerebro WorkerPool Role Guide v1.0. *If you have not accessed and read this document (as well as*

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*other documents mentioned in this Agreement), contact Cerebro Support using details contained in the **Support and Complaint Section** of this Agreement.*

## **CEREBRO'S REQUIREMENT**

- Cerebro will act as liaison between the Talent and the Client.
- Cerebro will provide a portal for the execution of service as well as aid interaction between the Talent and the Client;
  - Client will provide a brief through the portal;
  - Talent will deliver completed work through the portal;
  - Where any issue arises, it shall be raised either through the portal or Cerebro Support as detailed in the **Support and Complaint Section** of this Agreement.
- Cerebro will remit payment to the Talent per the payment terms in the Cerebro WorkerPool Service Guide v1.0.

## **SERVICE MANAGEMENT**

This section covers matters like availability, payment, conditions, legal provisions and support and complaint.

### **AVAILABILITY**

- In the delivery of this service, the Talent will be available from 9am to 6pm on stipulated working days during the week in order to ensure efficient service delivery.
- Talent's project/role specific availability will be in accordance with the Cerebro WorkerPool Service Guide v1.0.

### **PAYMENT**

- The total amount to be paid for this Engagement is stated in the Overview Section of this Agreement.
- Full details regarding payment are provided in the Cerebro WorkerPool Service Guide v1.0.
- Contract Talent shall not be entitled to certain benefits accrued to a full time staff at the Client's organisation including but not limited to health benefits, pensions, paid leave and so on.

### **CONDITIONS**

- Premature termination of the agreement by the Talent must be done with at least 72hours notice with good reason leading to a total forfeiture of payment. Failure to give appropriate notice will also lead to a total forfeiture of payment.

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- Following premature termination, if previous payment has been made to Talent for said engagement, Talent may be required to make refunds. For any dispute or clarification, reach out to Cerebro Support using the details provided in the ***Support and Complaint Section*** of this Agreement.
  - Project must be completed within stipulated duration. If the Project is not completed within the stipulated duration, in accordance with Cerebro WorkerPool Service Guide v1.0 and/or to the satisfaction of the Client, Talent may not receive payment regardless of how much work has been done already.
  - Where the Talent wants to make alterations, additions or amendments (within reason and/or based on professional reason), Talent must obtain written consent. Failure to do so may lead to a termination of contract and Talent will not be entitled to payment.
  - A violation or deviation of any of the terms of this Agreement will be a breach of contract and the contract will be terminated. This may lead to any or all of the following:
    - Forfeiture of payment;
    - Refund of payment already made;
    - Negative ratings and reduction in engagements by Cerebro;
    - Total ban from the Cerebro Workerpool.

## LEGAL PROVISIONS

- ***Arbitration:*** In the event of a dispute arising in the course of business or from this Agreement, such would first be resolved by negotiation then mediation or arbitration. There shall be no recourse to litigation.
- ***Indemnity:*** The Talent shall indemnify Cerebro from any damage/loss that may arise from services being delivered.
- ***Confidentiality:*** Both Cerebro and the Talent shall treat these terms and conditions confidentially as well as all other information provided by both parties. Party that fails to uphold this confidentiality clause shall be deemed to have breached the contract and be held liable.
- ***Force Majeure:*** Neither party is responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed in performing those obligations by an event of force majeure such as (but not limited to) acts of God, war, civil unrest, strikes and epidemics. However, in the event of an occurrence of any of the aforementioned, each party agrees to make good faith effort to perform its obligations as stated in this Agreement.

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## SUPPORT AND COMPLAINT

In a situation whereby the Talent requires support or wants to make a request or complaint, Talent can reach out to Cerebro via [support@cerebro.work](mailto:support@cerebro.work) and such will be attended to and resolved within reasonable time.

## CONCLUSION

### APPROVAL AND SIGNATURE

*(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)*

Approvers	Role	Signed	Approval Date
Cerebro	Service Provider		
	Talent		