

EXHIBIT A
Independent Contractor Services Agreement
Statement of Work Form

STATEMENT OF WORK No. SO-01

This Statement of Work Number SO-01 is issued pursuant to the Independent Contractor Services Agreement dated as of February 20th, 2012 (the "Agreement") between PinWheel Technology Pvt. Ltd. ("Contractor"), and Fulcrum Worldwide Inc ("THE COMPANY"). This Statement of Work issued under the Agreement hereby incorporates the terms and conditions of the Agreement.

1. Effective Date of Statement of Work.

This Statement of Work is effective as of October 08th, 2012 and shall continue until December 28th, 2012 or terminated in accordance with the termination provision set forth in section 7 of the Agreement.

2. Services to be performed.

- This assignment is for "LifeNexus – POC".
- The scope of the engagement between the Company & Contractor is to assist the Company in doing POCs for few technical requirements laid down by the Company's client which include following:
 - Focusing in low level programming and elements such as Java Card, Applets and Communication Protocols will support the implementation of the POC.
 - Basically the same of POC #1, but with additional skills of integrating Applet with JavaScript for client side integration.
 - Will support the Software Architect implementing the POC and also with insightful information regarding the integration process.
 - Developing, Proof of concepts, managing code per concept, validating proper functioning.
- Sumit Das (Contractor's Resource) who is assumed to be proficient with Java skills (Based on telephonic discussion) will work with Company's Project Manager / team & Company's Technical architect to understand functional & technical requirements.
- Contractor's Resource will report to Company's Project Manager – Eduardo Dias ("Eduardo") from Onsite and Akash Sharma ("Akash") from Offshore
- Contractor's Resource would need to work from Company's Client's office in Mumbai / Pune during this assignment.
- Contractor's Resource will be provided the environment and projects access in Fulcrum offices. Company will provide the licenses needed as per the current code setup.
- Contractor's Resource agrees to perform its services diligently and to use its best efforts to meet the needs and requirements of The Company.
- Contractor's Resource will participate in daily meetings and stand up calls for monitoring the project progress.
- Contractor's Resource will have to escalate any issues related to the activity to Company's Project Manager in no more than 2 HRS if they will hamper the agreed timeline of the activity.
- All the deliverables from Contractor's Resource covering the scope of work will be submitted to Company's internal team. Once the deliverables are signed off by both Company's team and Company's Client; then only it will be termed as complete.
- Contractor's Resource will have to send regular status reports of the work completed against the activity assigned to them by Company's Project Manager & enter the hours spent in either FL EPM or PTS tool.
- Contractor's Resource will have to follow all the processes set by Project Manager which are also followed by rest of the team.
- The essential coding standards, check list review mechanism, peer review etc is expected to be followed up by the Contractor to ensure quality code delivery.
- In case of defects observed during code review and testing phases (integration, UAT), the contractor team is required to fix the defects on priority to ensure no schedule slippage. The additional time spent on fixing the defects will not qualify for overtime charges or any additional cost at this time.
- Contractor will provide warranty for a period of 30 days from the date of project completion (Project Completion being the date when last activity within the scope of this engagement is delivered by Contractor to Company or end of 12 weeks of Contractor's engagement with Company on this project as applicable). This warranty will be applicable only for the defects within the agreed functional scope. The warranty does not cover Change Request (CR) discovery after code implementation and future scalability, which are not covered in the original scope agreed between Company and Contractor.



- Contractor will provide crash course training to Contractor Resources on Agile / Sprints / Scrum.

DELIVERABLES

- Working POC code for all assigned models.
- Unit tested, reviewed Code to cover the requirements mentioned above Or discussed during scrum calls. Unit Test results are mandatory.
- Design document (if any) describing changes done to the existing code. This will be needed after the code development is completed. This will need to be updated if there are any changes done as part of the bug fixing.
- Contractor's Resource will need to complete handover formalities (documentation, code-walkthrough, code setup document etc.) on or before release from project.

3. Compensation

Method: *[check one]*

☒ Time and Materials Basis.

- USD \$ Equivalent of Rs. 65,000 / man month inclusive of all expenses, while working from Company's Mumbai Office.
- USD \$ Equivalent of Rs. 75,000 / man month inclusive of all expenses, while working from Company's Pune Office.

☐ Fixed Price Basis.

☐ Other Basis.

4. Invoicing & Payments.

- Contractor shall be paid, in accordance with details mentioned section 3, for each approved Day / Month worked.
- Company / Company Representatives at site will approve proportionately the Day / Month of work / services done by Contractor's Resource.
- Contractor will submit invoices for payment on a monthly basis at invoices@fulcrumww.com. Contractor's invoice shall have attached a copy of the verified & approved time sheets by Company Representative.
- The Company will pay the undisputed invoice amounts after 30 days of the Company receiving the invoice from the Contractor.

Other Information

- This SOW may be terminated by The Company at any time by giving 2 weeks written notice to Contractor, or immediately for cause, including but not limited to a violation of one of the covenants of the Agreement.
- Contractor & Contractor Resource undertakes to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from any unauthorized or unlawful processing or accidental loss, destruction of or damage to any such personal data and shall comply with any of Company's instructions in relation to the collection, processing and disposal of any personal data.
- The Contractor's Resource hereby assigns to the Company by way of future assignment all copyright, design right and other proprietary rights (if any) for the full terms thereof throughout the world in respect of all copyright works and designs originated, conceived, written or made by the Contractor's Resource (except only those works or designs originated, conceived, written or made by the Contractor's Resource wholly outside their working time which are wholly unconnected with their appointment) during the period of their appointment by the Client.
- Contractor realizes Company may disclose to Contractor's Resource confidential information related to the business processes, apparatus, products, researches, research programs or any and all other information considered proprietary in nature. In consideration of the terms of the Agreement, Contractor agrees that any confidential information, including but not limited to, written embodiment thereof, is the property of



Company and is to be held by Contractor's Resource in trust solely for Company's benefit and shall not be used or disclosed to others either during or after termination of the agreement.

- Confidential Information includes, without limitation, confidential or secret information relating to the Company's customers, suppliers, business ideas, business methods, prices, marketing initiatives, development plans, computer systems and software, know-how or other matters connected with the services provided by the Company recorded or stored in whatever form, including but not limited to lists, databases, floppy disks, and mobile telephone records. Also, materials deemed to contain confidential information that is in the possession of Contractor's Resource including copies, note extracts, etc. of any kind are to be returned to Company.
- In case of any planned or unplanned leave during these 12 weeks (or till completion of this assignment – whichever is earlier) the contractor would provide a back-up resource to The Company within 24 hours. This is to ensure that there is no slippage of deliverables and schedule.
- In case of any leaves to be availed by contractor, a written/e-mail confirmation from Company / Company Rep is required. Working over weekend or staying late would either compensate the activities or tasks, which remain incomplete on such day. This is to avoid any schedule slippage. This option will be considered only in case of delayed onboarding of replacement resource, which is discussed and agreed by The Company & The Contractor). And such compensatory activity will not be charged back by Contractor to The Company.
- The knowledge transfer during such instances would be Contractor's responsibility and no additional charge will be applicable against the same.
- The Contractor resource is required to keep the Company project manager updated about any project related activity, leaves (atleast 2 weeks in advance in case of any planned leave).
- The Contractor/ Contractor Representative and Company/Company Rep will have weekly touch point to review contractor resource performance, improvements, issues/challenges to ensure further benefit to project.

Agreed to and accepted by:
Fulcrum Worldwide Inc (THE COMPANY)

By: _____

Name: S. Mukundhan

Title: CFO

Date: 5th Oct 2012



PinWheel Technology Pvt. Ltd. (Contractor)

By: _____

Name: Manish Bharucha

Title: Director / Operations

Date: 5th Oct 2012

