

EXHIBIT A
Independent Contractor Services Agreement
Statement of Work Form

STATEMENT OF WORK No. SO-10

This Statement of Work Number **SO-10** is issued pursuant to the Independent Contractor Services Agreement dated as of November 18th, 2011 (the "Agreement") between FINE IT Solutions Private 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 May 17th, 2012 and shall continue until June 29th 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 "Link Innovation - SpeisePlan Menu App on Blackberry".
- The scope of the engagement between The Company & Contractor is to assist The Company in developing the Company's client's Blackberry application, working alongside the current Fulcrum Project Manager using agile development methods.
- Contractor's Resources who are proficient with Blackberry OS skills will work with Company's Project Manager & Company's development team to understand functional & technical requirements and implement the requirements as per the specs shared by the Company's Client which is not limited to the out of box functionality but also includes any custom development where ever it is required. Contractor's Resources will report to Company's Project Manager - Ashutosh Chavan (Ashutosh) for total duration of the engagement.
- It is assumed that the Contractor's Resources are technically proficient in the implementation of the Blackberry OS App solutions so there is no special provision included for any R & D activity or POC activity for implementing the features and the requirements.
- The Contractor's Resources also need to take care of the compiling the code as an installable app.
- Whenever the project manager is onsite or not present in the office, the Contractor's Resources will be reporting to the next level resources identified by The Company's Project Manager.
- Contractor's Resources would work from Contractor's Office during this assignment and any other arrangements out of this need to be discussed and approved by the Company's Project Manager.
- Company will provide the licenses needed as per the current code setup to the Contractor.
- Contractor's Resources agrees to perform its services diligently and to use its best efforts to meet the needs and requirements of The Company.
- Contractor's Resources will participate in daily meetings and stand up calls for monitoring the project progress.
- Contractor's Resources 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 covering the scope of work as per the proposal submitted by the Contractor will be submitted to Company's internal team and then to Company's Client. 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 Resources 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 Resources 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 Scrum code within the scope of this engagement is delivered by Contractor to Company or end of 4 weeks of Contractor's engagement with Company on this project as applicable) or Project Go Live whichever is later. 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.

DELIVERABLES

- 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 Resources will need to complete handover formalities (documentation, code-walkthrough, code setup document etc.) on or before release from project.
- Blackberry OS installable App with an Installation Guide

3. Compensation

Method: [check one]

- ☐ Time and Materials Basis.
- ☒ Fixed Price Basis.

Sl. No.	Phase	Deliverables	Percentage	Amount (USD)
1.	Kick-Off	Project plan	10%	492.00
2.	Requirement Understanding	Detailed Scope Understanding Document Design Document Test Case Document	25%	1,230.00
3.	Code Construction	Source code with review logs Executable Unit test log Release notes	50%	2,460.00
4.	Final Inspection and Acceptance	Defect fixing User Manuals and Knowledge Transfer	15%	738.00
Grand Total				4,920.00

- ☐ Other Basis.

4. Invoicing & Payments.

- Contractor shall be paid, in accordance with details mentioned section 3.
- Company / Company Representatives will approve the deliverables against the services performed by Contractor's Resources
- Contractor will submit the invoice for payment once a formal signoff is received from the Company's Project Manager confirming the deliverables and project closure at invoices@fulcrumww.com. Contractor's invoice shall have attached the formal signoff from the Company's Project Manager.
- The Company will pay the undisputed invoice amounts after 30 days of the Company receiving the invoice from the Contractor.

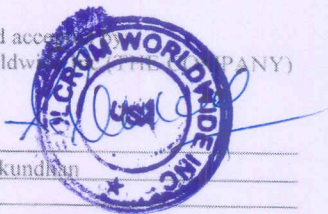
5. Other Information

- 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 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 (at least 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 Worldw (THE COMPANY)

By: _____
Name: S. Mukundhan
Title: CFO
Date: _____



FINE IT Solutions Private Ltd (Contractor)

By: _____
Name: Shardul Kulkarni
Title: Director
Date: 11/3/12