

FUL RUM

EXHIBIT A
Independent Contractor Services Agreement
Statement of Work Form

STATEMENT OF WORK No. SO-07

This Statement of Work Number **SO-07** 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 April 28th, 2012 and shall continue until September 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 "Unit4 - Python Product Development".
- The scope of the engagement between The Company & Contractor is to assist The Company in developing the Company's client's product on Python, working alongside the current Fulcrum Python development team using agile development methods.
- Chaitanya Daphal & Prasad Lonari (Contractor's Resources) who are assumed to be proficient with Python 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 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 - Rushikesh Vanarse (Rushikesh) for total duration of the engagement.
- Whenever the Company's Project Manager is onsite or not present in the office, the Contractor's Resource will be reporting to the next level resources identified by the Company's Project Manager.
- Contractor's Resource would work from Company's office premises and any other arrangements out of this need to be discussed and approved by The Company's Project Manager.
- It is assumed that the Contractor's Resource are technically proficient in the implementation of Python so there is no special provision included for any R & D activity or POC activity for implementing the features and the requirements.
- 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 be provided the environment and projects access in Company's office.
- Company will provide the licenses needed as per the current code setup.
- The Contractor Resources need to take care of the deployment of the code developed in the development, test and production environments.
- 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 Engagement/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 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 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 EE, EPIM or PFS 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.
- Contractor will provide crash course training to Company's team on advanced Python.
- 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 4 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

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 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.

Chaitanya Daphal – April 28th 2012 to September 28th 2012

- Cost Estimate: \$ 80 man day (\$ 10 per hour)

Prasad Lonari – April 28th 2012 to September 28th 2012

- Cost Estimate: \$ 80 man day (\$ 10 per hour)

☐ 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@fulcrumway.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. Invoices will include the following information:
 - Name of Contractor's Resources
 - Appropriate month indicated
 - Days worked during invoice period
 - Amount Owed

5.

Other Information

- This SOW may be terminated by The Company at any time by giving 2 weeks written notice to Contractor (except the starting week), or immediately for cause, including but not limited to a violation of one of the covenants of the Agreement.
- Contractor & Contractor Resources 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 Resources 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 Resources (except only those works or designs originated, conceived, written or made by the Contractor's Resources 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 Resources 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 Resources 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 Resources including copies, note extracts, etc. of any kind are to be returned to Company
- In case of any planned or unplanned leave during the entire duration of this assignment 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 on boarding 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.
- Each party shall for the duration of this Statement Of Work comply with the provisions of the UK Data Protection Act 1998 (including the Data Protection Principles set out in that Act) and any similar or analogous laws, regulatory requirements or codes of practice governing the use, storage or transmission of personal data and shall not permit anything to be done which might cause or otherwise result in a breach by either party of the same.

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

By: [Signature]
Name: S. Mukundhan
Title: CFO
Date: _____

FINE IT Solutions Private Ltd (Contractor)

By: [Signature]
Name: Shardul Kulkarni
Title: Director
Date: _____