

FUL RUM

**EXHIBIT A**  
**Independent Contractor Services Agreement**  
**Statement of Work Form**

**STATEMENT OF WORK No. SO-11**

This Statement of Work Number **SO-11** is issued pursuant to the Independent Contractor Services Agreement dated as of Nov 18<sup>th</sup>, 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 June 5<sup>th</sup>, 2012 and shall continue until December 31<sup>st</sup>, 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 "UI Consulting Services"
- Hemant Sethi - Contractor's Resource who is assumed to be proficient with HTML, CSS, JavaScript, JQuery and Flash skills will work with Company's Project Manager & Company's development team to understand functional & technical requirements and implement the requirements from usability, design applicability, scalability, and extendibility point of view as per the specs shared by The Company / Company's client. Contractor's Resource will report to Company's Project Manager - Ashutosh Chavan (Ashutosh) for entire duration of the engagement.
- Contractor's resource will work from Company's Pune office during this assignment. It is also expected that Contractor's resource will travel and work from Company's Mumbai office / Company's Client offices in Mumbai whenever needed.
- Contractor's resource will be provided the environment and projects access wherever required.
- Contractor's resource should follow guideline / coding standard provided to him, before starting any coding activities, there should be very less re-work activities, unless it is change from the Client.
- It is expected that development of assigned activities, should be fully completed considering design review of UI and UX.
- Contractor's resource should work on HTML, CSS, JavaScript, JQuery and Flash skills.
- Company won't be providing laptop / workstation to Contractor's resource so Contractor's resource has to always carry a laptop with relevant licensed software installed during this engagement.
- It is recommended that before starting daily activities fresh wireframes and code from SVN from concerned UX professional should be taken and before end of the day all should be committed to SVN
- 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's resource will participate in daily status meeting, communicate to offshore-on-site if any issues, suggestions for daily activities.
- 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 daily status reports of the work completed against the activity assigned to him by Company's Project Manager & enter the hours spent in either FI, EPM or PTS tool.
- Contractor's resource will have to escalate any issues related to the activity to Company Project Manager in no more than 2 HRS if they will hamper the agreed timeline of the activity
- Contractor's resource will have to follow all the processes set by the Company's Project Manager which are also followed by rest of the assessment team.
- 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). 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**

- Work on HTML (Dreamweaver, Photoshop, Fireworks, Illustrator, other relevant design software also used by Clients)
- Develop code in HTML, CSS and JavaScript complying W3C standards
- Sample code / Pseudo Code / Demonstratable PoC (Proof of Concept), code for some features/ Modules
- As deliverables Contractor's resource will have to produce are – documentation (LLD if required), diagrams & PowerPoint slides (To be or recommended Architecture, Component integrations etc), day to day assigned sprint-wise modular code development.
- 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 \$ 8 / per hour inclusive of all expenses.
- ☐ Fixed Price Basis.
- ☐ Other Basis.

**4. Invoicing & Payments.**

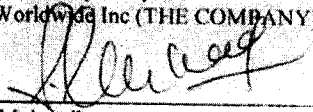
- Contractor shall be paid, in accordance with details mentioned section 3, for each approved Day / Month worked
- Company / Company Representatives at site will approve proportionately the Day / Month of work / services done by Contractor's Resource
- Contractor will submit invoices for payment on a monthly basis at [invoices@fulcrumwww.com](mailto:invoices@fulcrumwww.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.

**5. Other Information**

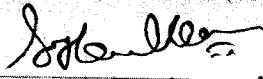
- This SOW may be terminated by The Company at any time by giving 2 weeks written notice to Contractor, or immediately for cause, including but not limited to a violation of one of the covenants of the Agreement.
- Contractor & Contractor Resource undertakes to ensure a level of security appropriate 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 planned or unplanned leave during the course of this assignment (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 (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 Worldwide Inc (THE COMPANY)

By:   
Name: S. Mukundhan  
Title: CFO  
Date: \_\_\_\_\_

FINE IT Solutions Private Ltd (Contractor)

By:   
Name: Shantul Kulkarni  
Title: Director  
Date: \_\_\_\_\_