

#### EXHIBIT A

# Independent Contractor Services Agreement Statement of Work Form

# STATEMENT OF WORK No. FWW/2013/SOW024 - Extension 1

This Statement of Work Number FWW/2013/SOW024 - Extension 1 is issued pursuant to the Independent Contractor Services Agreement dated as of July 5, 2013 (the "Agreement") between Ajel 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.

# Effective Date of Statement of Work.

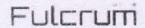
This extension against the initial Statement of Work effective as of July 22, 2013 to September 10, 2013 shall continue until September 30, 2013 or terminated in accordance with the termination provision set forth in section 7 of the Agreement.

## 2. Services to be performed.

- This assignment is "ALM & SONY".
- The scope of the engagement between The Company & Contractor is to assist The Company in developing
  the Company's client's project UI design UX framework; product development etc. (Contractor's
  Resource) who is proficient with UI/UX, HTML/CSS, HTML5 & CSS3, Adobe Suite features skills will
  work with Company's Project Manager & Company's development team to understand functional &
  technical requirements.
- Sameer Jagtap (Contractor's Resource) will report to Company's Project Manager Ravi Pinninty from onsite and Jayant Sanglikar from offshore.
- · Contractor's Resource would need to work from Company's office in Pune during this assignment.
- Contractor's Resource will be provided the environment and projects access in Company's office in Pune.
- · Fulcrum 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 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 F1. 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 Scrum code within the scope of this engagement is delivered by
  Contractor to Company or end of 8 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

- 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.	Comp	pensation
	Meth	Method: [check one]
	$\boxtimes$	Time and Materials Basis:
		Sameer Jagtap
		July 22, 2013 - September 10, 2013
		September 11, 2013 – September 30, 2013
		USD \$ Equivalent of Rs 55,000 / man month inclusive of all expenses
		Fixed Price Basis.
	П	Other Basis

# 4. Invoicing & Payments.

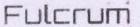
- Contractor shall be paid, in accordance with details mentioned section 3, for each approved Day / Month worked
- Company / Company Representatives at site will approve proportionately the Day / Month of work / services done by Contractor's Resource
- Contractor will submit invoices for payment on a monthly basis at invoices defulcrumww.com.
- Contractor's invoice should have the Contractor's Resource name & the assignment mentioned in the
  invoice. Contractor's invoice shall have attached a copy of the verified & approved time sheets by
  Company Representative. The invoices will not be processed unless the above is adhered to.
- The Company will pay the undisputed invoice amounts in Nett. 45 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 these 8 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 (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:

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By:	TO VE ISH
Name: S. M	ukumanen /os/
Title: CFO	A: VEO D
Date:	

Ajel Ltd. (THE CONTRACTOR)

By: Name: Title: Date: