

EXHIBIT A
Independent Contractor Services Agreement
Statement of Work Form

STATEMENT OF WORK No. SO-04

This Statement of Work Number **SO-04** is issued pursuant to the Independent Contractor Services Agreement dated as of November 30th, 2011 (the "Agreement") between Astrika Infotech 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 August 25th, 2012 and shall continue until September 5th, 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 a "Nadir Godrej Poems Site – Flip Book Construction" using HTML 5, CSS3 and Java Script.
- Contractor's resource will need to take up the Analysis of the requirements, construction, integration and its deployment in the supported browsers from usability, applicability, scalability, and extendibility perspective. Supported browsers are IE 7, 8, 9, FF14, Chrome 20, Safari on Mac and iPad.
- Contractor's resource will be making arrangements for the development/testing environment and testing devices as needed in their premises.
- Apart from the mockup sent on 12 July 2012 by Company's Representative - Ashutosh Chavan, The high level scope of the work include
- Construction of Flip Book (with browser/device support as mentioned above)
- Integration with Poems web Services
- Video Player (with browser/device support as mentioned above)
- Flip Book would be a book of poems, as the user turns the page he would go to the next page of the poem or the next poem
- Each poem may or may not have a video
- User will also be able to drag the page from left to right
- Performance of Flip Book on page flip should be less than 1 sec
- Page Curve on Flip Book to be as per the mockup shared by Company's Representative - Ashutosh Chavan on 12 July 2012
- Number of poetries on the flip book to be above 150.
- Scope considers integration of Flipbook and Video player in the Poems site being constructed by Company's team
- Product will be delivered completely on 5th September 2012.
- As applicable, Contractor's resource will have to produce few deliverables like - documentation (Design documents, test reports, code review records, software release documents as per Company's desired format), Source code of all deliverables required for deployment and further maintenance.
- PSDs will be provided to Contractor by the Company's team for development.
- On completion of the activity, the same will be submitted to the internal Company Assessment team and then to Company's client. Once the activity is agreed by both the Company team and the Client; then only it will be termed as complete.
- 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

- Source code required for deployment and further maintenance
- Code review records – for modules developed.
- 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.
- Internal review list & test results to be shared.
- Contractor's Resources 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.
- ☒ Fixed Price Basis:-
- USD \$ Equivalent of Rs. 2,00,000/- inclusive of all expenses.
- ☐ 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@fulcrumwww.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 Worldwide Inc (THE COMPANY)

By: _____

Name: S. Mukundhan

Title: CFO

Date: _____

Astrika Infotech Pvt. Ltd. (Contractor)

By: _____

Name: Vaibhav Kanyalkar

Title: M-D

Date: 07 Dec 2012