

EXHIBIT A
Independent Contractor Services Agreement
Statement of Work Form

STATEMENT OF WORK No. SO-03

This Statement of Work Number SO-03 is issued pursuant to the Independent Contractor Services Agreement dated as of February 21st, 2012 (the "Agreement") between iVision Software 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 April 24th, 2012 and shall continue until May 11th, 2012 or terminated in accordance with the termination provision set forth in section 7 of the Agreement.

2. Services to be performed.

- **Govind Pimpalkar** (Contractor's resource) will work with Company's Project Manager and UX Professional to understand and develop functional requirements. Govind Pimpalkar will report to Company's Project Manager – Ashutosh Chavan ("Ashutosh")
- In this assignment contractor's resource will need to take up the requirement development, from usability, design applicability, scalability, and extendibility point of view.
- 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) in the Company's Pune / Mumbai office and also at Company's client offices.
- Company won't be providing laptop/workstation to Contractor's resource. He has to always carry a laptop with relevant software installed during this engagement
- During this development Contractor's resource might have to either create a small PoC OR write pseudo logic or create some algorithms which will support to achieve STB time line.
- 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 and Javascript whenever assigned.
- 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
- Contractor's resource will participate in daily status meetings, communicate to offshore-onsite if any issues, suggestions for daily activities.
- 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 FL 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.

DELIVERABLES

- Work on Design (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
- Architecture Diagrams (.VSD) and PowerPoint Slides.
- 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.

- Warranty for a period of 30 days after the acceptance of the deliverables. Available for discussions with Company and client team during Assessment Summary document Review and also during the final Portal Strategy Presentation.

CONFIDENTIALITY

- Going forward any credentials provided by the client, to access remote machine (for either development / understanding or for deployment) should be kept confidential, and return those credentials to Company's Project Manager, misuse of credentials in any manner shall be treated as legal / penalty action.

3. Compensation

Method: [check one]

- ☒ Time and Materials Basis: US \$ 80/- per man day, including taxes and expenses.
- If required Contractor's resource will be provided with shared accommodation in Mumbai by the Company during this assignment.
- ☐ Fixed Price Basis.
- ☐ Other Basis.

4. Invoicing & Payments

- Contractor shall be paid, in accordance with details mentioned section 3, for each approved Day / Week / Month worked
- Company / Company Representatives at site will approve proportionately the Day / Week / Month of work / services done by Contractor's Resources
- Contractor will submit invoices for payment on a monthly basis. Contractor's invoice shall have attached a copy of the verified & approved time sheets.
- Invoices can be submitted via Email to the Company / 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

- A. The Contractor's Tax Identification Number is _____

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

By: [Signature]
Name: S. Mukundhan
Title: CFO
Date: April 23rd, 2012

iVision Software Pvt. Ltd. (Contractor)

By: [Signature]
Name: NACHIKET L.
Title: MANAGER - OPERATIONS.
Date: 11/3/13.

