

EXHIBIT A
Independent Contractor Services Agreement
Statement of Work Form

STATEMENT OF WORK No. SO-12

This Statement of Work Number **SO-12** 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 **August 27th 2012** and shall continue until **November 30th 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 "Stroz Interactive app development".
- The scope of the engagement between The Company & Contractor is to assist The Company in developing the Company's client's iPhone App using Titanium, working in close coordination with Fulcrum development team using agile development methods. Refer below for scope of modules covered for outsourcing of same.
- Development of Native app for iPhone catering to following features / functionality -
 - Splash screen showing Stroz Logo with Caption
 - Branding -
 - Download Branding information based on Client user information
 - Splash screen showing Client Logo with Caption (iPhone only)
 - Login screen
 - Sign in (Online / Offline)
 - Remember Me
 - Forgot Password
 - Disable once the user is deactivated or client de-activated
 - Welcome Screen based on user login
 - Policy selection (Dynamic) with Carousel effect
 - Category Selection (Dynamic) with Carousel effect
 - Multi-level Interactive Question & response (Dynamic) based on Client / Country / Department / Title /
 - Pre-approval form Dynamic based on Category
 - Dynamic screen based on Category
 - Thank You
 - Country Selection
 - Default Country selected on iPhone based on GPS location
 - Allow user to change the Country
 - Currency Conversion
 - Show equivalent currency based on selected Currency
 - Initial conversion is based on Country selection either based on GPS location or overridden
 - User to have option to override currency for different country
 - Conversion should be available in offline mode
 - Message Center with Notification
 - Response - Parse Email client to show Responses related to Interactive application
 - Reminders - Parse Email client to show Reminders related to Interactive application
 - Resources - Parse Email client to show Resources related to Interactive application
 - Help Me for Policy / Category / Multi-level Question and Response
 - Data Synchronization
 - Dynamic data downloading based on configuration done by Application Admin and storing information locally so that the app continues to work in online / offline mode
 - Notification
 - Capture notification for message received and allow user to open the application through Notification
 - Application should be scalable for Multi-lingual Support
 - Navigation
 - User should be allowed to navigate Back & Forth the screens visited on the app
 - Tracing User Navigation
 - Capture application usage in terms of

- aScreens visited
- Policy, country, category, question/options selections
- Approval messages sent, including the compliance manager email id
- Date and Time of the action
- Capture all the mails received (response, resource and reminder)
- Contractor's Resources who are proficient with Titanium development 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 would work from Contractors office in Pune during this assignment and periodically update Company's Project Manager about the project development status. A close coordination is required to be done between the Contractor's Project Manager & Fulcrum Dev team. Company's team shall provide the necessary Services to be consumed by the iPhone App on a Public IP to the Contractor.
- This assignment may require Contractor's Resources to travel to U.S.A. for a state of new requirements & deployment if any. No separate charges shall apply for the same.
- Delivery time lines commitment to be met. This may require availability at late working hrs.
- iPhone Device will be shared only during final build & deployment at customer end.
- No Performance Issues shall be tolerated.
- Contractor would ensure that at least 1 resource is deployed in Company's premises during QA / UAT testing
- Contractor resources would be available at Company's premises as and when required for Requirements / Technical discussion.
- Contractor resource would share weekly Status report by Friday EOD. Weekly management meeting would be scheduled to discuss report and highlight risks / issues (if any)
- App should work in online / offline mode
- Deploy application in Fulcrum environment for testing
- Deploy application in Client environment for UAT and Production environment
- Developer License for app to be shared by The Contractor.
- Copyright of source code will be borne by Company's Client.
- Internal review list & test results to be shared by Contractor with the Company.
- 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.
- It is assumed that the contractors are technically proficient in the implementation of the iPhone App solutions so there is no special provision included for any R & D activity or POC activity for implementing the features and the requirements.
- All the deliverables from Contractor's Resources 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 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

- Detail Design document for the application development. 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.
- Unit tested, reviewed Code to cover the requirements mentioned above or discussed during scrum calls. Unit Test results are mandatory.
- 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.

DELIVERABLES SCHEDULE

Release	Milestone Date	Comments
Stage 1 Release (iPhone Development completion)	21-Sep-12	Pre approval form needs to be static in Stage 1

iPhone + Admin Integration QA Testing	24-Sep-12	
iPhone + Admin - UAT Testing	10-Oct-12	
Stage 2 Release (pending iPhone features)	02-Nov-12	iPhone features <ul style="list-style-type: none"> • Dynamic Pre-approval form • Tracing User Navigation
iPhone + Admin Integration Testing	05-Nov-12	

1. **Compensation**

Method: [check one]

- ☐ Time and Materials Basis.
☒ Fixed Price Basis:

Sl No.	Phase	Deliverables	Percentage	Amount (USD)
1	Kick-Off	Project plan	12%	1,650.00
2	Requirement Understanding	Detailed Scope Understanding Document	31%	4,125.00
		Design Document		
		Test Case Document		
3	Code Construction	Source code with review logs	42%	5,700.00
		Executables		
		Unit test log		
		Release notes		
4	Final Inspection and Acceptance	Defect fixing	15%	2,025.00
		User Manuals and		
		Knowledge Transfer		
		Grand Total		13,500.00
USD Thirteen thousand five hundred only				

☐ Other Basis.

2. **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@fulcrumww.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.

3. **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 (atleast 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. _____

Title: CFO

Date: _____



FINE IT Solutions Private Ltd (Contractor)

By: _____

Name: _____

Title: _____

Date: _____

