



Work Order

Work Order Number	eZest-MSA/Zero Footprint/2014-WO-2.0
Date	26 th June 2014
Customer	Zero Footprint Pty Ltd.
Supplier	e-Zest Solutions Ltd.
MSA Reference	Zero Footprint/MSA/2014/1.0 and 17 th June 2014

This Work Order ("WO") is agreed to as by Zero Footprint Pty Ltd. (hereinafter referred as Zero Footprint or Customer or client) and e-Zest Solutions Ltd. (e-Zest Ltd. Or e-Zest or Supplier) having (Corporate Identification number as: U72100PN2000PLC144013) pursuant to the Agreement between Customer and Supplier specified below, into which this Work Order ('WO') is incorporated.

This WO details terms and conditions and other requirements to be met by the Supplier and the Customer, with respect to the parties' services and obligations. To the extent that the terms of this WO and the Agreement conflict, the parties expressly agree that the terms of the WO control and govern the parties' obligations

This WO is for meeting the .net resource requirement of Zero Footprint.



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Project Details

Customer Name And Project Name	Zero Footprint Pty Ltd .Net resource requirement	
Type	Time & Material	
Contact [Person, Address, Telephone, etc.]	Supplier	Customer
	Mr. Devendra Deshmukh Address: e-Zest Solutions Ltd. IT 3 Bldg, 154/6 NTPL-SEZ, Rajiv Gandhi Infotech Park Phase -1 Hinjewadi Pune - 411057. INDIA Contact: Shailesh Kulkarni COO Shailesh.kulkarni@e-zest.in +91 9822245024	Christopher Kerr Address: 5/85 Grange Rd Toorak Melbourne, Australia Contact: Christopher Kerr Director Christopher.kerr@zerofootprint.coc.au +61 (0) 412 877 954
Duration	Date From: 30 th June 2014	Date To: Tentative 3 months
Estimated Effort	Time & Material In this model invoice is created and sent monthly, based on timesheets of the actual number of team members working in that month. Team size can be increased or decreased based on business priorities.	
Brief Description of the Project	The team member will be involved in entire product lifecycle activities including bug fixing, enhancements etc.	



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Scope of Work

e-Zest team member will be involved in analyzing, architecting, system designing, developing, testing, and deploying the application to meet the specific requirement .

1. Skill Set

- C#/VB.NET (.NET 3.5 and up)
- WPF (Windows Presentation Framework)
- ASP.NET
- RESTful APIs
- JSON and JSON.NET
- SQL Server 2008 and up (TSQL)
- LINQ

2. Team Size

- Based on the current scope of activities and volume of work, we are engaging one team member for executing this phase. The team size can be increased or decreased based on Zero Footprint business priorities.

3. Work Hours

- The team member will typically work 5 days per week and 8 hours per day of the week (Monday to Friday)
- Team member will log the work hours in form of timesheets
- Customer will have the option of increasing the team size to effectively manage increase in volume of applications by providing reasonable notice
- Customer has the option of increasing the scope of services provided by this team, on a mutually agreed date in the future
- India time overlap for offshore work will be mutually determined during the course of this assignment

4. Communication

- Team Member will communicate with Customer over emails, chat and telephone



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5. Reporting and Escalation

- There is an escalation path provided to Customer by e-Zest to highlight any issues or to make any special requests. Escalation path is provided below –

India: Team Member > COO, PES SBU (Shailesh Kulkarni) > VP, PES SBU (Satish Chavan)

6. Joint Reviews

A joint review between the Supplier and the Customer will be carried out on a need basis. Supplier will maintain the minutes of such joint review meetings. Supplier will ensure that the Customer is kept informed on the progress of the project on a weekly basis via Customer Status Reports, daily / weekly conference calls, email and chat.

7. Intellectual Property

All deliverables like documents produced during the execution of any Work Orders and source code is the intellectual property of Zero Footprint pty ltd.

8. Resource Management

e-Zest will provide replacement options to Customer to replace team members if they have resigned from the services of e-Zest. e-Zest will also endeavor to provide an overlap period of at least 1 week to facilitate transfer of knowledge and continuity of service.

9. Changes to Work Order (WO)

Any changes to this WO will be in the form of WO Amendment form duly signed by both parties

10. Location of Services

Offshore Location: e-Zest Offshore Development Centre, Pune, India

11. Team Composition, Monthly Rates for Offshore Location

Sr. No.	Role	Location	Monthly Rate (USD)
1	Sr. Software Developer	Pune	2300
2	iOS Developer	Pune	2880



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Note: The above pricing is fixed for a month. The number of hours the resource will work can be equal to or less than 160 hours (8 hours per day). Any additional hour will be charged at the rate of USD 15/hour for Sr. Software developer.

12. Commercial Terms and Billing

- The resources will be completely allocated to Customer and will be logged in for a minimum of 8 hours every working day during the course of this assignment.
- The resources will be responsible for logging the time they work in the Customer system so we can track hours spent on the project. SUPPLIER will generate invoices on basis of detailed time sheets. Although the minimum monthly billing for single resource will be USD 2300 for maximum 160 hours in a month
- Team member may apply for 2 paid leaves in a month. In case the team member doesn't take two leaves in a month, team member may pursue that accumulated leave in next month. In such scenarios, billing amount will be adjusted accordingly based on actual working days in that month.
- Any holidays, in a month is not billable
- Any medical and personal leave beyond 2 working days is not billable and will be considered as unpaid leave
- Two week's estimated billing will be payable as advance at the time of signing this contract. This will be treated as a deposit and will be adjusted at the end of the contract period against the last Invoice for the month. If a deposit has been received for resources that have been carried forward from a previous Work Order, the same will be carried forward to this Work Order.
- Other than advance payment, the subsequent invoices will be sent at the end of every month for subsequent payments. Delayed payments, if any, shall incur an interest at the rate of 1.5% per month. Specific payment instructions will be provided in the respective invoices.

13. Tentative Duration

The tentative duration is 3 Months. The proposed duration can be increased depending on client requirements and project scope. The extension of the project duration will be mutually agreed by both the parties.



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14. Deliverables

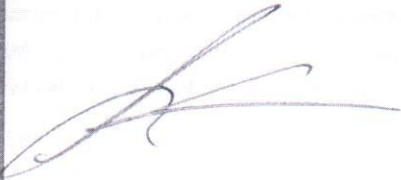

The deliverables in this context will include:

- Any documents like specifications, Architecture Documents, DB designs, UML Designs, deployment diagrams as required by Zero Footprint
- Working Application
- Source Code
- Release Note

15. Payment Mode:

All payment should be made in Telex (Wire Transfer) / Check /DD in favour of "e-Zest Solutions Ltd." Client will pay invoices raised within 7 days from the date of invoice. Delayed payments, if any, shall incur an interest at the rate of 1.5% per month. Specific payment instructions will be provided in the respective invoices.

16. Authorization

	For Zero Footprint Pty Ltd, Australia	For e-Zest Solutions Ltd., India
Signature		
Name & Designation	Mr. Christopher Kerr Director	Mr. Devendra Deshmukh CEO and Founder
Place	Toorak, Australia	Pune
Date	26 th June 2014	26 th June 2014