

EXHIBIT A STATEMENT OF WORK

This statement of work ("SOW") is executed by Life Strategies Human care Private Limited and between **Supplier Ltd and Cognizant Technology Solutions India Pvt. Ltd.** ("COGNIZANT") effective as of Date 20th Sept 2017 and is governed by the terms and conditions of, and shall be attached to the Master Services Agreement (IND_INW_00008710 and Date 26th Oct 2016) between Life Strategies Human care Private Limited and COGNIZANT (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

This SOW supersedes all previous agreements between Supplier and COGNIZANT with regard to the Services under this SOW. Should there be any conflict between the Agreement and this SOW; the terms of the Agreement shall govern.

NOW THEREFORE IT IS HEREBY AGREED as follows:

The Supplier agrees to provide the Services as set out in this Statement of Work.

1. SCOPE OF WORK

Providing Leadership Development training or workshops for Cognizant associates

2. CONTRACT PERIOD

19th Sept 2017 to 19th September 2018

3. DELIVERABLES

In addition to the above scope of services- the trainer would :

- 1) Have discussions with BU leaders and target audience to customize the program in lines with the specific BU needs.
- 2) Update to GLD solution owner on the observations on the overall group and support needed for them
- 3) Be part of governance or status calls with solution owners whenever required

4. DELIVERY LOCATION

Cognizant India

5. SERVICE LEVEL AGREEMENTS / KEY PERFORMANCE INDICATORS

5.1. Faculty Feedback Analysis will be shared with Life Strategies Humancare Private Limited 166 day of the training session, in case of Faculty Feedback less than 6 then credit note to that extent to be issued by training partner. 50% Feedback response rate would be considered for the payment initiation.



Feedback:	Faculty/Instructor Feedback Score	Payment Terms
	<5	NIL (Repeat session)
	Between 5.01 and 5.99	75%
	>=6.00	100%
<p>5.3. In case of faculty feedback between 5.01 & 5.99, training partner to provide credit note to the extent.</p> <p>5.4. Once the new LMS is in use KPIs will be reviewed with implementation of new LMS and feedback mechanism.</p> <p>5.5. Feedback collected by Cognizant would be shared with Life Strategies within 1 week of feedback being received. The responsibility of monitoring and executing the KPI clause as defined in Clause 5 would be with respective GLD take holders.</p>		

6. ASSETS AND AGREEMENTS

6.1 Applications for which access will be required under this SOW ("Application(s)")

NA

Cognizant will provide the Supplier with a licence to operate the following Cognizant Applications for exclusive use in the provision of the Services:

NA

The Supplier shall procure / Cognizant will novate Cognizant licences for the following third party Applications to the Supplier for exclusive use in the provision of the Services:

NA

The Supplier will obtain licences to operate the following third party Applications for exclusive use in the provision of the Services:

NA

The Parties will review the implications of any such addition to the Applications and agree in good faith the impact, if any, on this SOW.

NA

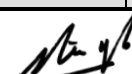

6.2 Cognizant systems and networks to which access is permitted:

NA

7. CHARGES

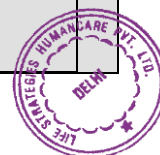
Refer Exhibit X detailing mutually agreed rate card pricing. Amendment should be immediately executed for any changes to the agreed product list including rates and terms.

Sl.no	Product Id	Product Description		Rate	UOM	Delivery terms
1.	Program Design Cost	One time cost for designing the program. Involves discussion with GLD members and		55,000		

		BU stakeholders. Includes MLA associates to attend some sessions that are part of the program.				
2	LEADING THE WAY	Professional Fee for delivery		Rs. 1,10,000	Per workshop (1 consultants X 2 days)	14 participants maximum per batch
		Learning material, Folders, Hand-outs		Rs.150 per copy	(charged per actual number of participants if used)	
		Do-it Now cards		Rs.300 per copy	(charged per actual number of participants if used)	
		Leading your Team book		Rs.450 per copy	(charged per actual number of participants if used)	
3	FACILITATOR CONNECT CALLS	One-to-one Coaching calls		Rs 3000	Per Participant 45 min call each	
4	IMPACT AND INFLUENCE	Professional Fee for delivery		Rs. 1,10,000	Per workshop (1 consultants X 2 days)	12- 14 participants maximum per batch
		Learning material, Folders, Hand-outs		Rs. 150 per copy	(charged per actual number of participants if used)	
		Charisma Effect Book		Rs.429 per copy	(charged per actual number of participants if used)	
5	FACILITATOR CONNECT CALLS	One-to-one Coaching calls,		Rs. 3000	Per participant 45 min call each	
6	FACILITATOR CONNECT CALL- GROUP CALL	Facilitator Group Connect call		Rs.5000 per call	1hr (2 groups of 10 – 12 each)	
7	POWER PRESENCE	Orientation call for participants		Rs. 5000 per session	1 hr	
		Professional Fee for delivery of workshop		Rs. 1,10,000	Per workshop (1 consultants X 2 days)	10 participants maximum per batch
		Learning material, Folders, Hand-outs		Rs. 150 per copy	(charged per actual number of participants if used)	
		Charisma Effect Book		Rs.429 per copy	(charged per actual number of participants if used)	

Signature



8	DRAMATIC SHIFT	Professional Fee for delivery of workshop		Rs. 2,20,000	Per workshop (2 consultants X 2 days)	14 participants maximum per batch split into 2 in cohorts
		Dramatic Shift Book		Rs.400 per copy	(charged per actual number of participants if used)	
		Learning material, Folders, Hand-outs		Rs. 150 per copy	(charged per actual number of participants if used)	
9	BOARD ROOM PRESENCE	Professional Fee for delivery of workshop		Rs. 1,10,000	Per workshop (1 consultants X 2 days)	10 participants maximum per batch
		Learning material, Folders, Hand-outs		Rs. 150 per copy	(charged per actual number of participants if used)	
		Book		Rs.150 - 1500 per copy (to be decided with Hr Stakeholders from below mentioned list)	(charged per actual number of participants if used)	
10	CONNECTING WITH CLIENTS	Professional Fee for delivery of workshop		Rs. 1,10,000	Per workshop (1 consultants X 2 days)	10 participants maximum per batch
		Learning material, Folders, Hand-outs		Rs. 150 per copy	(charged per actual number of participants if used)	
		Connecting with Client Book		Rs. 200 per copy	(charged per actual number of participants if used)	
11	LEARNING AGILITY	Professional Fee for delivery of workshop		Rs. 1,10,000	Per workshop (1 consultants X 2 days)	14 participants maximum per batch
		Learning material, Folders, Hand-outs		Rs. 150 per copy	(charged per actual number of participants if used)	
		Book		Rs.150 - 1500 per copy (to be decided with Hr Stakeholders from below mentioned list)	(charged per actual number of participants if used)	
12	ACE TEAMS	Professional Fee for delivery of workshop		Rs. 1,10,000	Per workshop (1 consultants X 2 days)	25 participants maximum per batch
		Learning material, Folders, Hand-outs		Rs. 150 per copy	(charged per actual number of participants if used)	
		Ace Teams Book		Rs.400 per copy	(charged per actual number of participants if used)	
		Do It Now Cards – Team Impact		Rs 300 per copy	(charged per actual number of	



					participants if used)	
13	STORY TELLING	Professional Fee for delivery of workshop		Rs. 1,10,000	Per workshop (1 consultants X 2 days)	8 participants maximum per batch
		Learning material, Folders, Hand-outs		Rs. 150 per copy	(charged per actual number of participants if used)	
		Perfect Presentation Book		Rs.250 per copy	(charged per actual number of participants if used)	

The below rates for the books will be replaced with the price mentioned in the table above if we wish to provide any of the below mentioned book in any of the customized programs done by us in the year after written approval from cognizant. The books will be procured on a need basis which will be communicated before the program by Cognizant and billing will be supplemented along with the confirmation mail from Cognizant.

<u>S.No</u>	<u>Books Name</u>	<u>Amount</u>
<u>1.</u>	<u>Leading The Way</u>	<u>Rs 1200 per book</u>
<u>2.</u>	<u>Charisma Effect</u>	<u>Rs 429 per book</u>
<u>3.</u>	<u>Leading Your Team</u>	<u>Rs 450 per book</u>
<u>4.</u>	<u>Dramatic Success</u>	<u>Rs 400 per book</u>
<u>5.</u>	<u>Perfect Presentation</u>	<u>Rs 250 per book</u>
<u>6.</u>	<u>Connecting with Clients</u>	<u>Rs 200 per book</u>
<u>7.</u>	<u>Ace Teams</u>	<u>Rs 400 per book</u>
<u>8.</u>	<u>Lighting the Fuse</u>	<u>Rs 200 per book</u>

ADDITIONAL CHARGES:

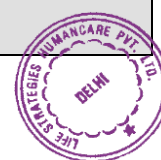
- Life Strategies Humancare Private Limited has agreed the mentioned fee (including all costs and excluding tax) mentioned in the above table.
- Air tickets (Economy class) to be booked by the vendor & get it reimbursed at actuals
- Accommodation to be booked by the vendor, Cognizant can support by introducing the vendor partner in its listed hotels with an expense cap of INR 5000 + tax per day per consultant & same to be reimbursed by vendor at actuals. Any surplus commercials\spend to be taken care by the vendor. The hotels should be minimum 4 star
- Lunch and Dinner to be taken care by the Vendor with a cap of 1200 -/- per meal per consultant (exclusive of taxes) & to be reimbursed on the receipt of actuals. Any surplus needs to be taken care by the vendor.
- All local transport at Cognizant location need to be arranged by the vendor & get it reimbursed with a cap of Rs.2000/- per day on receipt of actuals. Any surplus commercials\spend to be borne by the vendor. In case of airport transfers at base location of consultant, Cognizant can reimburse with a cap of INR 1200 on receipt of actuals.
- Pune – Mumbai road travel can be reimbursed with a cap of INR 2400 one way on receipt of actuals bills.

8. PAYMENT TERMS

Payment would be released within 60 days from the date of receipt of invoice at Cognizant AP office

9. INVOICING INSTRUCTIONS

Refer “Exhibit E”



Service Provider shall submit accurate invoice within seven (7) days from the date of the completion of Services. The parties agree that the Service Provider shall not submit any invoice under any circumstances beyond ninety (90) days from the completion of Services and Cognizant shall not be liable for payment of invoices submitted more than ninety (90) days after the completion of Services.

Refer <http://www.cognizant.com/Procure-to-Pay> for more insights into Cognizant P2P process and policies including Invoice submission guidelines

10. OTHER TERMS & CONDITIONS

TAXES

- a. *Taxes as applicable shall be charged extra.*
- b. *Taxes need to be charged, as prevailing at the time of raising the invoice.*
- c. *For Services, TDS (Withholding Tax) as applicable, as per Indian law would be deducted at source and tax certificate will be issued after the end of the fiscal year.*

ACCEPTANCE CRITERIA:

NA

CHANGE REQUEST PROCESS:

NA

ADDITIONAL FACILITIES IF ANY:

NA

OTHERS:

- The training calendar will be planned at least 3 weeks prior to each program and according to EL program calendar

Cancellation charges applicable (as mentioned below) if either party has to cancel the training program:

- On the day of the Training – 100% of the training cost would be paid by either of the party.
- Between 1st and 15th working day of training- 50% and travel cancellation charge
- 15 working days' prior notice - Cognizant will bear only travel cancellation cost on submission of proofs.

Cancellation cost will be applicable only on training cost.

Life Strategies Humancare Private Limited will bill (Invoice) Cognizant within 3 days from the training completion date.

11. AMENDMENT / TERMINATION OF AGREEMENT

All/ any modification leading to changes in the SOW shall be considered only when accepted mutually in writing by Supplier and Cognizant Procurement by signing amendment to the SOW. The SOW shall be terminated by either party upon written advance notice of 2 months or 60 days.

12. KEY CONTACTS

12.1 SERVICE MANAGER



	Supplier	Cognizant Business
Name	Vineeth Nair	Archana Pramod (256839)
Telephone	7042892447	9884768262
E-Mail	vineeth@maynardleigh.in	archana.pramod@cognizant.com

12.2 ESCALATION POINT

	Supplier	Cognizant Business
Name	Jigyasa Sharma	Srithika TM (110213)
Telephone	9717922445	9940631757
E-Mail	jigyasa@maynardleigh.in	Srithika.ThodurMadapusi@cognizant.com ;

13. COGNIZANT ADDRESS FOR NOTICES

Copy of all notices under this SOW Order shall be sent to Cognizant at the following address

For the attention of:
 Attn: Hari Singh
 Head of India Procurement
 Manyata Embassy Business Park
 Ground Floor, F2 Building
 Hebbal Outer ring road
 Rachenahalli, Bangalore - 560045

With a copy to:
 Attention: General Counsel
 Techno Complex No. 5/535, Old Mahabalipuram Road
 Okkiyam Thoraipakkam, Chennai – 600 097

Procurement Contact for this SOW:
 Name : Eshwar Arunachalam
 Email id: Eshwar.arunachalam@cognizant.com
 Contact number : NA

GLD Contact for this SOW:
 Name : Srithika TM
 Email id: Srithika.ThodurMadapusi@cognizant.com
 Contact number : 99406 31757

This SOW is agreed and accepted by:

Cognizant Technology Solutions India Pvt Ltd.,

Life Strategies Humancare Private Ltd

By: _____

Name: Chandranath Bhatla

Title: Director – Procurement

Date:

By: _____

Name: Steeve Gupta

Title: Director

Date: 13th September 2017



EXHIBIT E
INVOICE SUBMISSION GUIDELINES

1. Invoice should be address to name of the company – Cognizant Technology Solutions India Pvt Ltd [CTS]
2. Invoice should be addressed to office which is the recipient of those supplies or services
3. Invoice should be signed / signed with stamped without any manual correction
4. Separate invoices to be provided for STPI and SEZ though be it for the same company / legal entity. And SEZ to be mentioned in the address line of Buyer / Consignee
5. For activities rendered in SEZ, the invoice(s) should be with exemption of Service Tax / VAT as applicable
6. Invoice should be duly signed and supported with delivery challan with receipt date in case of material receipt, accompanied by BOE/ high sea sale agreement / Installation certificate/Work completion etc as appropriate. Manpower services invoices to be accompanied with all necessary supporting's. Eg. ESI, PF paid receipts etc.
7. Invoice with service tax should contain Service tax registration number of the vendor
8. Invoices should contain proper description of the item supplied / services rendered and the period to which they relate. (period of service "from" "to" date etc to be clear)
9. Invoice must carry a valid project Id to all project related deliveries / services
10. Information on vendors that have either special rate of TDS or exemption certificate, to be provided to finance at the time of vendor registration / along with invoice.
11. To ensure the invoices are accounted and processed in due time, we request you to submit or courier the hard copy of the invoice along with necessary supporting documents to;

AP Finance Team

**Cognizant Technology Solutions India Pvt Ltd,
6th/7th/8th Floor, New No.165, Old No.110,
Menon Eternity Building, St. Mary's Road, India
Alwarpet, Chennai – 600 018, India**

*Refer <http://www.cognizant.com/Procure-to-Pay/PaymentSystem> for detailed Supplier Invoice submission guidelines

Cognizant Technology Solutions India Pvt Ltd.,

Life Strategies Humancare Private Ltd

By: _____
Name: Chandranath Bhatla
Title: Director – Procurement
Date:

By: _____
Name: Steeve Gupta
Title: Director
Date: 13th September 2017

