



AGREEMENT FOR ENGINEERING SERVICE

THIS AGREEMENT is made as of _____, 2005 between _____ ("hereafter referred as Customer") and **PROTON ENGINEERING SERVICES PVT LTD.** ("hereafter referred as Proton") of 31/663, S A Road, Vytilla, Cochin, Kerala, INDIA.

- 1. Services.** Proton agrees to perform for Customer the services listed in the Schedule "A", hereto (the "Services"). It is specifically recorded that Proton is not by virtue of this agreement engaged in as the employ of Customer.
- 2. Fees.** Customer agrees to pay Proton for the Services the fees set out in Schedule "B" hereto together with all taxes of any kind whether of federal or provincial level ("fees").
- 3. Billing.** Invoicing under this agreement will be based on an hourly rate basis or Seat Licensing Model. Hourly rate billing under this contract is subject to a minimum invoicing of One Hundred (100) hours per month till the validity of this contract.
- 4. Payment.** Proton shall submit to Customer invoices for the fees which shall be due and payable by Customer to Proton within Fifteen (15) days from the date of mailing or delivery to Customer of such invoices.
- 5. Duration.** This agreement is valid for a period of ----- from date of signing or covering required engineering services set out in Schedule "A" for customer's project -----.
- 6. Copyright and Patents.** Except as may otherwise be specifically agreed to in writing by Customer and Proton, all copyright and patent rights with respect to all materials generated and developed during the performance of the Services shall vest exclusively in the Customer. Customer is free to use and employ such materials within customer's business.
- 7. Staff.** Both Customer and Proton agree that during the term of this agreement, and for a period of six (6) months following termination thereof, neither of them, nor any other partnership, corporation or other entity in which they hold an interest, either directly or indirectly, will, except with the other party's prior written approval, solicit or offer employment to any of the other party's employees or staff.
- 8. Confidentiality.** Proton acknowledge that during our service we have to handle documents containing trade secrets and valuable confidential information of our Customers. We agree to keep the information strictly confidential and to take all reasonable steps to prevent disclosure of the information to any third person.
- 9. Unforeseen.** If circumstances that have not been determined in the agreement may arise during the execution of the agreement, parties will attempt to come to a solution compliant with the intension of the agreement and which will secure the mutual interest to a maximum, within the limits of reason and justice.



10. Liability. The Services will be provided by Proton in a proper and workmanlike manner by suitably qualified personnel. Notwithstanding the foregoing, Proton gives no undertakings or warranties with respect to the Services, whether written, oral or implied, including without limitation, undertakings or warranties of fitness or for purpose of merchantability. In no event shall Proton be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Proton in advance or could have been reasonably foreseen by Proton, and in the event that this exclusion of liabilities held to be unenforceable then the parties agree that the liability of Proton to Customer for all damages of whatsoever nature suffered by Customer as a result shall be limited to One Hundred British Pounds (GBP.100.00) as agreed liquidated damages and not as a penalty.

11. Termination. This agreement can be terminated with Thirty (30) business days written notice being provided by either party to the other party. The agreement can also be terminated through ending the contract, if either party, after valid notice of default, is responsible for the lack of realizing essential obligations from the agreement. In such case termination needs to be announced by registered post, and no legal intervention is required.

12. Governing Law. This contract shall be governed by the laws under Indian Contracts Act, and or any law applicable in India. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date above.

For Customer:
Per: _____

For Proton:
Per: _____



SCHEDULE 'A' – SERVICES

Drafting and Detailing (DND): Our team of experts assists in the entire design and manufacturing process, which includes sketching, preparation of general arrangements, shop drawings, isometric drawings, 3D modeling, preparation of manufacturing drawings and preparation of DXF files for CAM machines.

Drafting and design services for standard products (DDS): Our team of engineers will be able to assist you in the entire design process right from proposal to manufacturing of your standard engineering products for different projects with different sizes and specifications.

3D Modeling (3DM): Proton team provides 3D CAD modeling services for simple components to complex sub-assemblies and detailed assemblies through Solid modeling, Surface modeling and Assembly modeling.

Preparation of piping isometric drawings (PID): Our team of engineers with in-depth knowledge of plant and pipeline design can develop piping isometric drawings from general arrangement drawings.

Conversion of raster image to vector files (CRV): We provide the conservation of raster images of engineering drawings into vector images files of AutoCAD / Microstation as per client specification.

Drawing conversation to AutoCAD (MAD): We also provide services for conversion of manual drawings to AutoCAD / Microstation. We can redraw your hand drawings on set of layers, line types and colors as specified.

Preparation of DXF files (DXF): We prepare DXF files required for CAM machines to cut sheet components as per product manufacturing detail.

Preparation of shop drawings (SD): We prepare shop drawings for GRC cladding, Aluminum composite panel cladding, Gypsum board partition and ceiling works as per client design and specifications.

Preparation of production drawings (PD): We prepare production drawings for GRC, Aluminum composite panel and GRC decorative items as per client design and specifications.

Preparation of steel structure drawings (SSD): We prepare the steel structure drawings as per client design sketches, calculations and specifications.

As-built drawings (ABD): We prepare as-built drawings by updating your construction drawing with as-built sketches provided by the contractor.



SCHEDULE B - FEES

Sr No	Description of service	Cost code	Hourly rate	Seat License rate
1	Drafting and Detailing	DND	GBP 10 / hr	GBP 1500 / month
2	Drafting and design services for standard products	DDS	GBP 10 / hr	GBP 1500 / month
3	3D Modeling	3DM	GBP 12 / hr	GBP 1800 / month
4	Preparation of piping isometric drawings	PID	GBP 12 / hr	GBP 1800 / month
5	Conversion of raster image to vector files	CRV	GBP 10 / hr	GBP 1500 / month
6	Drawing conversation to AutoCAD	MAD	GBP 10 / hr	GBP 1500 / month
7	Preparation of DXF files	DXF	GBP 10 / hr	GBP 1500 / month
8	Preparation of shop drawings	SD	GBP 10 / hr	GBP 1500 / month
9	Preparation of production drawings	PD	GBP 10 / hr	GBP 1500 / month
10	Preparation of steel structure drawings	SSD	GBP 10 / hr	GBP 1500 / month
11	As-built drawings	ABD	GBP 10 / hr	GBP 1500 / month

Terms and conditions:

1. Hourly rate contracts are subject to a minimum invoicing of 100 hours per month.
2. All prices are in British Pounds.
3. Invoicing for the services will be done on a monthly basis.
4. Payment terms are Net 15 days from date of invoice.