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To: Mr. Ricardo H. Kozak

From: Patrick Ravary

Fax: 55-41-263-3712

Pages: 5 Including this one

Tel: 55-41-9968-7579

Date: September 2, 2003

Re: Agreement

CC:

Urgent For Review Please Comment Please Reply Please Recycle

Dear Mr. Kozak,

Please find attached the executed CIT-PROJEPRO agreement with SO2Safe changes. As requested, two original copies have been mailed to you.

Best Regards,,

Patrick Ravary

AGENCY AGREEMENT

This AGENCY AGREEMENT ("AGREEMENT") between Cansolv Technologies Inc. ("CTI") and PROJEPRO-Projetos de Processamento Ltda (PROJEPRO) is made and entered into this 26th day of June 2003 (EFFECTIVE DATE):

* Background

CTI is a company that owns, develops and licenses chemical process technology, particularly in the area of sulfur dioxide removal from gas streams, SO₂ utilization and conversion to other products, and flue gas scrubbing in general in order to remove pollutants. CTI has commercialized two such technologies named CANSOLV[®] SO₂ Scrubbing System Technology and SO₂Safe[™] System Technology (TECHNOLOGY). CTI also deals in the sale of specialized equipment required by its licensees, as well as the supply of absorbent chemicals and byproduct disposal services to them. Conversely, CTI does not intend to provide detailed engineering, procurement or construction (EPC) services, but works in cooperation with engineering company licensees or alliance partners.

PROJEPRO is an independent chemical engineering firm based in Brazil which wishes to offer commercially the TECHNOLOGY

CTI recognizes the benefits of complementing its capabilities with PROJEPRO's marketing capabilities and specific geographic experience

2. Scope of the AGREEMENT

This AGREEMENT shall grant PROJEPRO the exclusive rights to offer the TECHNOLOGY for Petroleum Refinery and Petrochemical projects in Brazil. The Exclusivity would only come into effect if an end user executes a license agreement with CTI for the TECHNOLOGY in Brazil within 12 months of the EFFECTIVE DATE of this AGREEMENT. Furthermore, the Exclusivity would be granted for only a period of two (2) years from the date of execution of the license agreement.

If during this period of two (2) years, another license agreement with CTI is executed for the TECHNOLOGY in Brazil, the period of exclusivity would be extended for a period of two (2) years from the date of the latest license agreement execution.

After five (5) license agreements have been executed with CTI for the TECHNOLOGY in Brazil, the period of exclusivity will be extended for three (3) years from the date of the fifth license agreement execution.

In fields of application other than Petroleum Refineries, a time-limited exclusivity would be granted for a specific project on a case by case basis. Once a client and specific

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project has been identified by PROJEPRO, CTT would confirm that exclusivity can be granted for this specific project for a defined period of time.

The TECHNOLOGY is applicable to several markets including, but not limited to:

- Flue Gas SO₂ removal: use of high sulfur fuels, industrial boilers, utility boilers, cat cracker flue gas.
- Sulfur recovery units: Claus plant tail gas cleanup, unit capacity expansion, trouble free processing of sour water stripper gas or hydrocarbon rich streams.
- Refinery FCC & Coker gas cleanup
- Sulphuric Acid Plant tail gas and debottlenecking.
- Geographic area of application: BRAZIL.

3. Scope of Supply

The minimum scope of supply for CTT would be Process Design Package (PDP), Heat Stable Salt Removal Equipment, Technology License and Solvent

The amount charged for the Technology License fee is dependent on the volumetric flow of gas and amount of SO₂ treated. CTT uses a formula incorporating these two parameters in order to calculate the Technology License fee for a specific application.

4. Pursuit of Inquiries

It is understood that CTT is presently conducting business in the areas covered by this AGREEMENT with other parties who may be competitors of the PROJEPRO. This AGREEMENT is not intended to limit the normal business activities of the two Parties; but rather it is intended to develop an effective team of PROJEPRO and CTT for the joint pursuit of projects utilizing the TECHNOLOGY

By entering into this agreement, PROJEPRO agrees to promote no other regenerable SO₂ recovery process than the Cansolv® SO₂ Scrubbing System Technology in Brazil.

In the event that a potential customer is identified by PROJEPRO and the customer requests information about the technology and its applications in any of the fields of the application covered by this AGREEMENT, PROJEPRO is obliged to immediately disclose the inquiry to CTT

PROJEPRO agrees to submit a summarized Reports of Call to CTT, within sixty (60) days of contacting prospective customers, giving the following information:

- The companies approached

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- The names of people approached
- The content of the discussions.

5. Coverage of Expenses

CTI and PROJEPRO shall each cover their own costs for the pursuit of contacts, marketing and administrative overheads. No expenses shall be paid to PROJEPRO.

6. Term and Termination

Unless terminated by either party by giving sixty (60) days notice in writing to the other Party, this AGREEMENT shall remain in effect for a period of two years unless extended thereafter by the Parties in writing. The expiration or termination of this AGREEMENT shall have no effect upon the rights or interests of the Parties accrued under this AGREEMENT prior to the date of its termination.

7. Indemnification

PROJEPRO shall indemnify and hold CTI harmless from any damages, claims, liabilities, actions, suits, judgements, losses, costs and expenses relating to the PROJEPRO's activities in conjunction with this AGREEMENT.

8. No Authority to Bind

Neither Party shall be authorized to assume or create any obligations on behalf of the other Party without their express consent. It is expressly understood and agreed that this AGREEMENT shall not constitute, create, or otherwise recognize the existence of a joint venture, partnership, or other formal business entity of any kind between the Parties, and that the rights and obligations of the Parties shall be limited to those expressly set in this AGREEMENT.

The content of this agreement shall not be disclosed by either party to third parties without the written consent of the other party. Affiliates, related companies, agents, consultants and shareholders are not third parties with respect to application of this paragraph. This obligation shall continue for a period of five years after termination of this Agreement.

9. Applicable Law

This AGREEMENT shall be governed by and construed in accordance with the laws of the Brazil applicable therein. In the case of a dispute, the Parties agree to have recourse to arbitration for settling the dispute. All disputes submitted to arbitration, will be submitted to the ARBITAC from Curitiba in Parana State-Brazil.

10. Language

At the request of both Parties, this AGREEMENT has been drafted in the English language.

Agreed and accepted

PROJEPRO

Cansolv Technologies Inc.

By: [Signature]
RICARDO HENRIQUE KOZAK

By: [Signature]

Title: DIRECTOR / TECHNICAL MANAGER
CART. N.º 1527-D / CRBA-PR

Title: PRÉSIDENT

Date: AUGUST 18, 2003

Date: AUGUST 18, 2003

Place: CURITIBA - PR - BRAZIL

Place: MONTREAL