



Doc B

SAFETY MANAGEMENT SYSTEMS CONSULTANCY SERVICES AGREEMENT

BY AND BETWEEN: **TECH TRADE CORPORATION**, incorporated and registered in Belize with its principal office at Jasmine Court 35^a, Regent Street, Belize City, (hereinafter referred to as "**CONSULTANT**")

AND: **MAGNA INTERNATIONAL CORP.**, incorporated and registered in Saint Kitts and Nevis with registered office at the Main Street, PO Box 556, Charlestown, Nevis (hereinafter referred to as "**MAGNA**"),

Together, MAGNA and CONSULTANT shall hereinafter be referred to as (the "**PARTIES**")

WITNESSETH:

WHEREAS MAGNA is engaged, through an affiliated company, in the execution of works in the Oil and Gas Industry in different countries in Latin America, North America, Africa and Asia ("the Project");

WHEREAS in order to perform services regarding the Project, MAGNA requires the technical support of the CONSULTANT as per the Scope of Services in Appendix A hereto ("the Services");

WHEREAS CONSULTANT has the skills and know-how required for rendering the Services; and

WHEREAS MAGNA and CONSULTANT have agreed upon the terms and conditions, on which CONSULTANT shall render such Services.

NOW, THEREFORE, in consideration of the premises, conditions and covenants herein contained, the Parties have agreed as follows:

1. ANNEXES TO THE AGREEMENT

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The Annexes to this Agreement are: (i) Appendix A – Scope of Services and (ii) Appendix B – Contract Price and Terms of Payment.

2. CONSULTANT'S OBLIGATIONS

2.1 CONSULTANT shall:

- a) render the Services and assign to it such personnel as may be required, including a Project Manager who shall represent CONSULTANT for the purposes of the Services and shall have the authority to direct its performance and coordinate the personnel involved in the performance of the Services;
- b) act as an independent CONSULTANT being responsible for the supervision and control of its own officers, employees, servants and agents; and
- c) perform the Services in accordance with Appendix A hereto.

2.2 In the event that MAGNA requests a change in the scope of Services, the Parties shall prepare an estimate of the cost of such change before proceeding therewith. No such change shall be made without a prior written amendment to this Agreement.

3. MAGNA'S OBLIGATIONS

MAGNA shall:

- a) appoint a Project Manager or any other representative to represent MAGNA, with authority to discuss Services with CONSULTANT and to make decisions promptly when needed, as required and to facilitate the progress of the Services, including the authority to approve proposed actions by CONSULTANT and to approve the detailed drawings and specifications and other data required for the Project;
- b) provide CONSULTANT in a timely manner with pertinent data and information which is available to MAGNA and provide such assistance to CONSULTANT as may be required by it for carrying out the Services; and
- c) pay the entire compensation for the Services in accordance with Appendix B and subject to the terms and conditions of this Agreement.

REMUNERATION

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- 4.1 The total remuneration for the performance of the Services is twenty four million, seven hundred and fifty thousand dollars of the United States of America (US\$ 24,750,000), which shall be payable by MAGNA to CONSULTANT in accordance with the terms of payment specified in this Agreement and in the Appendix B hereto.
- 4.2 MAGNA hereby agrees to pay an initial lump sum of three million dollars of the United States (US\$ 3,000,000) in two instalments, the first payable and due on June 6th, 2011 and the second payable and due on the 20th of June, 2011. From there on, payments shall be made in subsequent monthly instalments, in accordance with Appendix B.
- 4.3 If the payment due date falls on a Saturday, Sunday, or legal holiday officially recognized by the Saint Kitts and Nevis government, the next business day will be the payment date.
- 4.4 All payments with respect to this Agreement shall only be made through direct bank deposit or through bank wire transfer to the following account:
- Bank Julius Baer;
 - Zurich, Switzerland;
 - Swift: BAERCHZZ
 - IBAN: CH17 0851 5030 3512 72001
 - Account: 303.5127
 - Beneficiary: Tech Trade Corporation
 - Beneficiary's address: Jasmine Court 35^a, Regent Street, Belize City, Belize
- 4.5 Any payment owed by MAGNA to CONSULTANT that is not made when due shall bear interest from the date of its default until the effective payment date, at the rate of LIBOR for one hundred and eighty (180) days plus one percent (1%) per annum, calculated on a weekly basis.
- 4.6 LIBOR shall mean the one-month quotation for the London Inter-Bank Offered Rate for U.S. Dollar deposits as published at 11:00 am London time in the REUTERS Screen at the Web, one business day prior to the date when such rate is to be determined.

5. TAXATION

The Parties agree that CONSULTANT's remuneration already includes any and all taxes, fees, duties, levies, imposts and assessments or any charges of like effect which are applicable to CONSULTANT, that are imposed as a result of the performance of the Services and settlement thereof.

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6. EFFECTIVE DATE

This Agreement shall become into effect immediately upon its execution by the Parties (the "Effective Date").

7. INSURANCE

Due to the nature of the Services, CONSULTANT shall carry all needed insurance in accordance with its own internal policies, bearing all risks inherent thereto

8. CONFIDENTIALITY

CONSULTANT shall not divulge or use any confidential data, inventions and designs disclosed to it by MAGNA without its written approval. CONSULTANT shall maintain as Confidential all information, all data and drawings provided to it by MAGNA. Furthermore, due to valuable commercial reasons, each of the Parties agrees to maintain as Confidential the existence of this Agreement and oblige itself not to publicise its existence in any brochure or commercial publication, without the other Party's previous written consent.

9. TITLE

Title to designs, briefs, drawings, specifications and other technical data and/or consulting information produced by CONSULTANT under this Agreement shall vest in MAGNA. Use of such data shall be made exclusively for the purposes of the Project.

10. TERM OF THE AGREEMENT

This Agreement shall be effective from the Effective Date until the last instalment's due date, hereto scheduled as of September 20th, 2012, in accordance to the Appendix B (the "Term"). The Parties can extend the Term by mutual agreement in written form.

11. FORCE MAJEURE

- 11.1 Neither Party shall be in default due to any delay or failure to perform any obligation if such delay or failure arises out of causes beyond its control, including without limitation acts of God, war (declared and

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undeclared), civil commotion, blockades, acts of public enemy, acts of government, labour disputes, embargoes, unusually severe weather, unreliable or insufficient supply of power or other utilities or resources, and unusual transportation delays.

- 11.2 Should a force-majeure event affect the Services, then the Parties shall confer to decide on the necessary action.

12. QUALITY OF SERVICES/RESPONSIBILITY

12.1 CONSULTANT warrants that the Services shall be in accordance with currently accepted professional consulting services standards and practices for services of a similar nature. MAGNA shall review in detail all the information developed by CONSULTANT under this Agreement and, should the Services not be refused totally or partially in writing within thirty (30) days of their payment in accordance with this Agreement, the Services shall be automatically considered as duly approved.

12.2 CONSULTANT shall not be liable for any of MAGNA's direct and/or indirect and/or consequential damages or losses arising out of the Services rendered by CONSULTANT, including but not limited to: re-performance of defective Services, facility or equipment damages, other kind of material damages, loss of anticipated profits, loss of business opportunities, loss by reason of shutdowns, non-operation or increased cost of construction, manufacturing or operation, or for any special, punitive, exemplary, indirect or consequential damages, or else for any costs or materials required for reconstruction or repair, whether any of the above is due to delay, by virtue of strict liability, product liability, breach of contract, tort, negligence or any other cause.

12.3 CONSULTANT's aggregate liability for any and all damages to MAGNA in connection with this Agreement (including in case of termination thereof by MAGNA shall be limited to and shall in no event exceed, twenty percent (20%) of the Remuneration set forth in Section 4.

13. TERMINATION FOR COMPLETION

Once the Services are completed CONSULTANT shall not be liable to MAGNA, its shareholders, directors, officers, employees and/or agents and/or any of its affiliates and/or subcontractors and/or any third party for any direct or indirect damage, indemnity obligation, warranty obligation, or any other obligation directly or indirectly arising out from the Agreement, and MAGNA shall have no claim against CONSULTANT and shall release CONSULTANT from any actual or future liability arising out during the execution of the Agreement or thereafter except for the

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Confidentiality obligations and for all of CONSULTANT's labour obligations to its personnel and subcontractors.

14. DEFAULT/TERMINATION

- 14.1 Should CONSULTANT be in breach of any material provision of this Agreement, MAGNA shall notify CONSULTANT in writing thereof. Should CONSULTANT, within thirty (30) days of the notice, fail to implement or initiate remedial measures and diligently pursue same, MAGNA may by written notice terminate the Agreement.
- 14.2 MAGNA shall have the right to terminate this Agreement for convenience upon a thirty (30) days' written notice to CONSULTANT.
- 14.3 In the event that MAGNA fails to pay CONSULTANT any amount due, CONSULTANT may, within sixty (60) days of any of CONSULTANT's invoices, at its discretion, upon an additional sixty (60) days written notice to MAGNA, discontinue the Services and/or terminate the Agreement unless the outstanding accounts are paid within such sixty (60) day delay.
- 14.4 In case of termination, MAGNA shall pay CONSULTANT for the Services rendered up to the effective date of termination only.

15. NOTICES

All notices under this Agreement shall be in writing. It shall be sufficient in all respects if delivered by hand or sent by registered mail, postage prepaid, addressed to the relevant Party at its address as referred to hereinabove or to such other address as either Party shall have designated by written notice to the other Party.

16. GOVERNING LAW AND ARBITRATION

- 16.1 This Agreement shall in all respects be governed by, and interpreted in accordance with, the laws of England and Wales.
- 16.2 Any dispute that cannot be settled amicably shall be finally solved in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be conducted in English and shall take place in London.

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17. GENERAL PROVISIONS

- 17.1 This Agreement shall inure to the benefit of and be binding upon, the successors and assigns of the Parties.
- 17.2 CONSULTANT shall have the right to assign or subcontract Services to any of its affiliated companies with the previous written approval by MAGNA. Such assignments or subcontracts shall not relieve or affect the responsibility of CONSULTANT under this Agreement.
- 17.3 The invalidity of any portion of this Agreement shall not affect the validity of the remainder of the Agreement unless such remaining portion should thereby be rendered meaningless or impracticable.
- 17.4 No waiver, indulgence or consent to depart from, or violation of any provision of this Agreement by either Party shall be construed as a waiver in respect of future performance or violations, nor of any other rights or obligations of either Party.
- 17.5 This Agreement contains the entire agreement between the Parties and no representation, inducement, promises or agreement not included herein shall be of any force or effect. Article headings appearing herein are included for convenience only and shall not be deemed to be a part of this Agreement.
- 17.6 Except by prior written agreement of the other Party, the Parties shall abstain from hiring one another's employees assigned to the Project during the term of this Agreement and the next six (6) months.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and entered into by their respective officers duly authorized to do so, effective this 2nd of June, 2011.



MAGNA INTERNATIONAL CORP.



TECH TRADE CORPORATION

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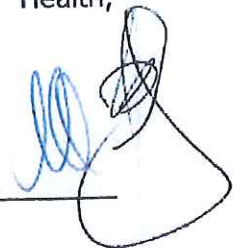
Appendix A – Scope of Work

The Scope of Work of the Services to be rendered by CONSULTANT shall be as follows, and shall be performed in accordance with specific Service Orders to be issued by MAGNA in connection with each worksite:

1. CONSULTANT shall assist MAGNA in doing due diligence of the environmental protection systems on terminals, refineries, gas and oil plants installed in Argentina, United States of America, Japan, Colombia, Paraguay, Uruguay, Chile, Bolivia and Ecuador, abiding by the relevant legal and tax aspects of the Municipalities, States and Countries involved.
2. Whenever the case be, CONSULTANT shall provide MAGNA with opinions to indicate the need of equipment changes and repairs, namely:
 - a) in search of solutions for recycling and destination of oily-solid residues;
 - b) in the technological and business qualifying for global services of industrial maintenance;
 - c) in the development of action plans to achieve international standards in safety and environment impact, observing local legal aspects; and
 - d) in developing programs of excellence in environment management and operational security.
3. CONSULTANT shall advise MAGNA in the definition of risks of oil spills and leakage of oil and gas, and shall check the following documents for each piece of equipment involved, as follows:
 - a) Fixed Platforms: verify the basic flowcharts of process, layout of different levels of platforms, electrical diagrams, flowcharts instrumentation, fire equipment specifications (uptake pumps and fire pumps), water treatment systems and marine dumping, legal requirements versus non-compliance of the projects 'sump caissons'; examine the procedures for shutdown levels 1, 2, 3 and 4 of the platforms that are targeted by MAGNA's risks assessment; and
 - b) Refineries: examine the water treatment systems projects, stage cooling systems, including cooling towers, projects containment basin storage tanks, drainage systems, as well as procedures of SAE and cleaning sludge procedures.

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4. The following Services shall be provided by CONSULTANT in the area of Consultancy on Industrial Installations:
- a. engineering services for the assembling and dismantling of steel structures and equipment;
 - b. engineering services for construction and assembling in civil works, mechanical installation and electrical/instrumentation installations; and
 - c. engineering services for rehabilitation of industrial facilities and specialized equipment.
5. CONSULTANT shall provide MAGNA with Consultancy Services on Environmental Remediation of Affected Areas :
- a. development of Remediation Detailed Design;
 - b. specification of pilot systems for treatment and remediation of affected areas;
 - c. consultancy on the operation and maintenance of pilot systems for the treatment and remediation of areas affected either by hazardous or toxic biological substances;
 - d. consultancy on thermal remainder treatment and final disposition of industrial remainders;
 - e. development of Safety, Environment and Health Management Systems;
 - f. development of quantitative and qualitative risks analysis; and emergency contingency plan review, including support for the implementation of a computerized system;
 - g. planning, execution and evaluation of simulated combat exercises regarding hydrocarbon leakage;
 - h. development of Crisis Communication Design;
 - i. research in Industrial Safety and Occupational Health, Appraisal of Environmental Impact Studies; and
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**SCOPE OF WORK
ENGINEERING SERVICES**

- j. Meteorological and Hydrological Measurements, including but not limited to, other measurements not specified specifically in areas such as safety, environment and health.

The Services shall be rendered mainly in the CONSULTANT'S offices, without prejudice to the need to perform site visits as may from time to time be required by MAGNA.

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Appendix B - Contract Price and Terms of Payment

Payment shall be made in 17 instalments according to the following time table, been the first one to be paid on the 10th of June 2011 and thereon:

Instalment #	Amount Due (US\$)	Due Date
1	1,500,000	06/10/2011
2	1,500,000	06/20/2011
3	1,500,000	07/20/2011
4	1,500,000	08/20/2011
5	1,500,000	09/20/2011
6	1,500,000	10/20/2011
7	1,500,000	11/20/2011
8	1,500,000	12/20/2011
9	1,500,000	01/20/2012
10	1,500,000	02/20/2012
11	1,500,000	03/20/2012
12	1,500,000	04/20/2012
13	1,500,000	05/20/2012
14	1,500,000	06/20/2012
15	1,500,000	07/20/2012
16	1,500,000	08/20/2012
17	750,000	09/20/2012

All payments shall be made in US Dollars, by bank deposit or electronic transfer to CONSULTANT's bank account or accounts as provided herein above or as it shall be instructed in due course.

