




Breakwall
FINANCIAL CORP.

October 3rd, 2009

Brainhunter Inc.
2 Sheppard Ave East
Suite 2000
Toronto, Ontario
M2N 5Y7
Attention: The Special Committee of the Board of Directors

This is Exhibit A referred to in the
affidavit of Don McCreesh
sworn before me, this 9th
day of February 2010


A COMMISSIONER OF THE COURT OF JUSTICE,
Province of Ontario, while a Student-at-Law,
Expires May 2, 2011.

Private and Confidential

Dear Sirs:

It has become necessary to revise the engagement letter between Breakwall Financial Corporation ("Breakwall") and Brainhunter Inc. ("Brainhunter" or the "Company") given the likelihood that the Company will file for protection under the Companies Creditors Arrangement Act ("CCAA").

The Special Committee of the Board has asked Breakwall to manage the process, from the Company's perspective, and asked that Breakwall propose an arrangement under which Breakwall will be compensated based on a monthly work fee and an incentive fee tied to the recovery that is achieved for the benefit of the Company's stakeholders.

This contract, should it be approved by the Special Committee and the Company files for protection under CCAA, shall supersede the contract entered into between Breakwall and the Company dated September 18th, 2009 if the contract is approved by the Court.

If the Company seeks protection from its creditors under the Companies' Creditors Arrangement Act or the Bankruptcy and Insolvency Act it will seek to have this agreement approved by the Court and to have all amounts owing hereunder secured by a charge on the assets of the Company ranking in priority to the existing lenders.

Scope of the Engagement under CCAA

Breakwall will:

- Oversee the preparation of the Affidavit in Support of an Initial Order under CCAA;
- Support the Company in stabilizing operations during the initial CCAA period, including customer, supplier, contractor and employee communications;
- Assist the Company in obtaining Debtor in Possession ("DIP") financing;
- Assist the Company in its cash flow management and DIP financing compliance;
- Analyze the options available to the Company;

- Assist in the preparation of updated due diligence materials for prospective purchasers and provide assistance as required for sale process;
- Assist with negotiation of offers for the Company and successful closing of a sale, a refinancing transaction, or approval of a Plan of Arrangement;
- Presents its recommendations to the Special Committee of the Board of Directors. and
- Manage, at the direction of the Special Committee of the Board, the CCAA process subject to the oversight of the Monitor and the approval of the Court

Professional Fees

Work Fee: Breakwall will be entitled to a work fee of \$50,000 per month payable, in advance, commencing at the date the Company decides to file for protection.

Term: Minimum period of two months and the success fee provision to survive termination.

Success Fee: Based on "Transaction Value" from sale, refinancing or reorganization of Company.

CND 000's	Transaction Value	Success Fee
	< \$17,500	NIL
	\$17,501 to \$20,000	1% of Transaction Value
	\$20,001 to \$ 22,500	\$200 plus 2% of \$ exceeding \$20,000
	22,501 to 25,000	\$250 plus 3% of \$ exceeding \$22,500
	> \$25,001	\$325 plus 3.5% of \$ exceeding \$25,000

Transaction Value with respect to a sale that includes the sale of current assets shall be defined as the purchase price for the assets and undertakings of Brainhunter, either in an en bloc transaction, or in multiple transactions for parts of the business, less the amount due to contractors. If current assets as of the date of closing are not included in the purchased assets, there shall be no deduction from Transaction Value for the contractor liability.

The "Transaction Value" with respect to a refinancing (excluding DIP financing) shall equal the amount of the financing obtained.

The "Transaction Value" with respect to a reorganization of the Company shall be defined as the value of the assets as evidenced by the Company's consolidated balance sheet, post reorganization, less any contractor liabilities.

The "Transaction Value" with respect to multiple transactions shall equal the summation of the transaction values calculated with respect to each separate transaction in accordance with the preceding definitions.

To the extent the work fee exceeds \$100,000 at the date of sale, refinancing or reorganization the excess shall be deducted from the success fee otherwise payable. If Breakwall stays involved with the Brainhunter estate (as opposed to the ongoing business) post sale, refinancing or reorganization it shall be entitled to continue to charge the work fee on a monthly basis. This may be required for a period of time to help resolved claim issues and to distribute the proceeds of sale to the creditors in accordance with their legal priorities.

Other

The Company's acceptance of this engagement letter will serve as an irrevocable direction to the lawyers for the financial institutions providing financing or an investor purchasing assets of the Company to withhold and pay to Breakwall upon the first disbursement of funds the above noted completion fee plus any outstanding work fees, contingency fees, expenses and GST related thereto. The Company agrees to execute such further documents or directions as may be required by legal counsel to give effect to the foregoing.

Unless otherwise indicated, all amounts noted herein are payable in Canadian dollars.

This agreement includes Breakwall's Standard Terms and Conditions, as set out in Appendix "A" hereto. This letter contains the entire agreement and understanding and no oral representations have been made by either party that vary or modify any of the terms herein. This letter, upon acceptance by the Company and approval by the Court shall become a binding agreement between the Company and Breakwall to be governed by the laws of Ontario and the federal laws of Canada.

Expenses and Taxes

Breakwall shall charge and the Company shall pay Breakwall for photocopying, faxing, courier, long distance charges, and in-house printing equal to five percent (5.0%) of the work fees up to a maximum of \$5,000.00. All other out-of-pocket expenses shall be reimbursed by the Company as incurred by Breakwall. All or part of the amounts payable under this Agreement may be subject to GST and/or provincial sales tax. Where such taxes are applicable, an additional amount equal to such taxes shall be payable by the Company and/or its Shareholder

If the terms of this engagement letter are acceptable to you, please sign and date the enclosed copy, and return it to my attention.

Yours truly,

Agreed and accepted this 3rd day of October, 2009, with the approval of the Special Committee of the Board of Directors



Dennis Jewitt
President & CEO
Breakwall Financial Corp.



Raj Singh
President & CEO
Brainhunter Inc.

Acknowledged this _____ day of October, 2009

Paul Benson
Chairman of the Special Committee of the Board of Directors
Brainhunter Inc.

Appendix A

Standard Terms and Conditions

Access to Information

The Company agree to co-operate fully with the Breakwall, to provide and make available to the Breakwall, or cause to be provided to Breakwall, all such information, data, advice, agreements and opinions as Breakwall may reasonably request in relation to the Company (the "Information") in order to perform its Services hereunder. In addition, the Company shall use its best efforts to ensure that Breakwall shall have reasonable access to the officers, directors, employees, auditors, and other advisors of the Company as Breakwall reasonably requires in order to complete the Services hereunder.

The Company undertakes to advise Breakwall, on a timely basis, of any change in any material or significant element in any of the Information or other factual material or representations previously furnished or to be furnished to Breakwall hereunder, or of any change in facts or circumstances or new developments affecting or which might reasonably be considered relevant to Breakwall in fulfilling its Service obligation.

In performing our Services hereunder, Breakwall shall be entitled to rely upon and assume, without independent verification, the accuracy and completeness of all Information and data that is available from public sources and of all Information that has been furnished to it by or on behalf of the Company. Further, Breakwall shall have no obligation to verify the accuracy of completeness of any such data and Information or to conduct any appraisal of any assets.

Indemnity

In addition to payment of the Fees and out-of-pocket expenses by the Company, the Company agrees to indemnify and hold harmless Breakwall and its officers, directors, employees and agents, to the full extent lawful from and against any and all claims, damages, actions, losses or expenses (or actions including Company or Shareholder actions in respect thereof) as suffered or incurred (including all reasonable expenses and fees and disbursements of counsel of each indemnified party and other out-of-pocket expenses suffered or incurred in connection with any investigation of and preparation for any such pending or threatened claims and actions and any potential or actual litigation or regulatory investigations or hearings or other proceedings arising there from) related to or arising out of or in connection with the engagement terms herein or any Services rendered by Breakwall, provided that this indemnity shall not apply to any damage, action, loss or expense or portion thereof that results from any action by Breakwall, if such action constitutes bad faith, wilful misconduct or gross negligence on its part.

The foregoing rights of indemnity shall be in addition to any rights that Breakwall or any other indemnified party may have at common law or otherwise. No investigation or failure to investigate by Breakwall or any other indemnified party shall impair the foregoing indemnification of any rights that Breakwall or any other indemnified party may have. Any expiration or termination of the engagement by any party shall not affect the rights of Breakwall and/or any other indemnified party to receive indemnification or at common law.

Limitations of Liability

In any action, claim, loss or damage arising out of Breakwall's performance under this engagement, the Company agree that Breakwall's liability shall be several and not joint and several and the Company may only claim payment from Breakwall's proportionate share of the total liability based on degree of fault. In no event shall Breakwall be liable to the Company whether the claim be in tort, contract or otherwise, for an amount in excess of the Fees received by Breakwall. In no event shall either party be liable to the other whether a claim be in tort, contract or otherwise, for any consequential, punitive, indirect, lost profit or special damages, related to this engagement.

Confidentiality

The Company agree that any reports, recommendations or advice furnished or rendered by Breakwall to the Company in the context of this engagement are provided solely for the confidential use of the Company in connection with the Services provided pursuant to this engagement or any other Services it undertakes on behalf of the Company and may not be referred to, reproduced or summarized in any public document, publication or communication or provided by or on behalf of the Company to any other person without Breakwall's prior written consent which shall not be unreasonably withheld, provided, however, the Company may make such disclosure as may be required by any court or regulatory authority.

Breakwall agrees that it shall keep all Information provided to it, in connection with the Services provided hereunder to the Company in confidence, shall not use such Information for any purpose other than to provide the Services to the Company, described herein, and shall not disclose any Information without the prior written consent of the Company except: (i) the Information which was known to Breakwall on a non-confidential basis prior to the engagement; (ii) Information which is at the time of the disclosure to Breakwall in the public domain or comes thereafter into the public domain other than through any breach of Breakwall of its confidentiality obligations under the engagement; and (iii) to the extent required by applicable law, or any court or regulatory authority, and shall use such Information only in the ordinary course of and solely for the purpose of performing its obligations under the engagement.

Upon the expiration or other termination of the engagement and upon the request of the Company Breakwall shall promptly return all copies of Information in its possession and known to it and in the possession of its affiliates and outside advisors and shall destroy or use its best efforts to cause to be destroyed all copies of any analyses, computations, studies or other documents prepared by or for Breakwall containing or reflecting any Information.

Proprietary Information

This engagement letter contains information that Breakwall considers to be confidential, a trade secret, and/or proprietary in nature. This engagement letter is intended to be strictly confidential and to be used only for the purposes of evaluating its contents as a basis for a contract award. No part of this engagement letter may be disclosed to any third party or reproduced by any means without the prior written consent of Breakwall.

Arbitration

Any disputes between the parties arising out of or related to this engagement shall be resolved by arbitration by a single arbitrator in accordance with the provisions of the Arbitrations Act (Ontario). Any party to a dispute may initiate arbitration by giving ten (10) days notice in writing to the other party to the dispute. During such period, the parties to the dispute shall attempt in good faith to appoint a single arbitrator, failing which a single arbitrator shall be appointed by application to a court of competent authority. The arbitrator so appointed shall be entitled to fix the procedures for the arbitration and shall hear the matter in dispute within thirty (30) days of appointment as arbitrator and render a decision within thirty (30) days of the hearing. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have discretion as to the fixing of costs on disposition of the arbitration.

Use of Advice

Other than as expressly provided in this engagement, the Company acknowledges and agrees that all written and oral opinions, advice, analysis and materials provided by Breakwall in connection with the Services and this engagement are intended solely for the benefit of the Company for the purpose stipulated in this engagement and no opinion, advice or material shall be used for any other purpose whatsoever or reproduced, disseminated, quoted from, or referred to in whole or in part at any time, in any manner or any purpose, without the prior written consent of Breakwall.

Breakwall expressly disclaims any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by it or any authorized reference to Breakwall or this engagement.

Successors and Assigns

This engagement shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

Assignment

This engagement shall not be assigned in whole or in part by Breakwall without the prior written consent of the Company and any assignment made without such consent is void and of no effect.

Amendments

This engagement may not be amended or modified except in writing.