

Ernst & Young Orenda
Corporate Finance Inc.
Ernst & Young Tower
222 Bay Street, P.O. Box 251
Toronto, Ontario M5K 1J7
Tel: 416 864 1234
Fax: 416 943 3365
ey.com/ca

February 6, 2009

PRIVATE & CONFIDENTIAL

Attn: Mr. John McKimm
Chairman & Chief Executive Officer
Board of Directors
Brainhunter Inc.
2 Sheppard Avenue East, Suite 2000
Toronto, Ontario
Canada M2N 5Y7

*This is Exhibit.....L.....referred to in the
affidavit of.....DENNIS JEWITT.....
sworn before me, this.....1st.....
day of.....December.....20.09.....*
[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS
Natalie Renner

Dear Sirs:

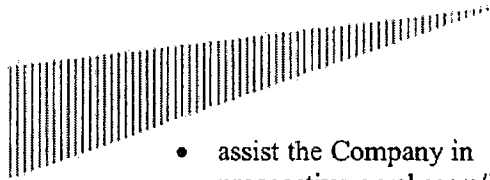
RE: Corporate Finance Advisory Engagement

Ernst & Young Orenda Corporate Finance Inc. ("E&Y Orenda") is pleased to accept this engagement as the financial advisor to Brainhunter Inc. (the "Company") and its Board, on behalf of the shareholders, in connection with the proposed strategic privatization of the Company. This may include the potential private placement of securities to retire a portion or all of the existing indebtedness of the Company and/or the sale of the Company to a strategic or private equity purchaser/investor (the "Transaction").

SCOPE OF ENGAGEMENT

Within the scope of our engagement, acting as your financial advisors, we will work closely with the Company's management team, legal counsel as well as its auditors and tax advisors to:

- review relevant information related to the operations and financial performance of the Company;
- assist the Company with the identification of qualified prospective purchasers/investors, both strategic and financial (as we work through this phase of the process, you agree to promptly discuss with and refer to us any prospective purchasers/investors of which you become aware);
- assist the Company with the preparation of appropriate marketing documents, including a Confidential Information Memorandum or similar document ("CIM", which is targeted for completion by February 27, 2009), designed to allow prospective purchasers/investors to evaluate the investment opportunity;
- distribute the CIM on behalf of the Company to those parties that have signed a Confidentiality Agreement and maintain contact with prospective purchasers/investors to facilitate the involvement of multiple qualified purchasers/investors regarding the Transaction;



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- assist the Company in the evaluation and assessment of written expressions of interest from prospective purchasers/investors;
- establish and maintain a virtual or physical data room to enable prospective purchasers/invetors to complete their due diligence in a controlled environment;
- assist the Company in providing updates to its lenders throughout the process as required;
- assist the Company throughout the due diligence process, comprised of data room visits, meetings between management and prospective purchasers/investors, and responses to due diligence inquiries from prospective purchasers/investors and/or their financing sources;
- assist the Company in its negotiations with qualified prospective purchasers/investors to formalize and execute a letter of intent for the Transaction (with a target date of execution by June 15, 2009) on terms satisfactory to the Company; and
- assist the Company and its legal advisors in its negotiation and documentation of a definitive agreement for the Transaction.

Some of the steps in the foregoing process and the targeted timetable may be altered or omitted based upon various circumstances including market response.

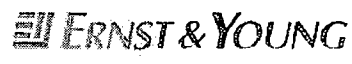
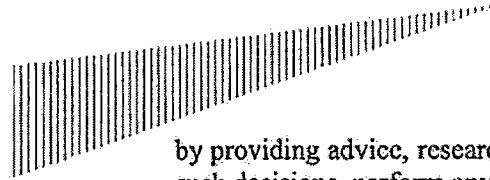
We understand that the Company is seeking to obtain a firm commitment letter for a Transaction by July 31, 2009 that will enable the Company to repay and cancel a portion or all of its indebtedness by September 30, 2009. We will take all commercially reasonable efforts to assist management of the Company to meet with its targeted timetable. The Company acknowledges that certain target deadlines are outside E&Y Orenda's control. We shall not be liable for failures or delays that arise from causes beyond our control, including untimely performance by the Company, its representatives, advisors or agents, untimely or unsatisfactory performance by prospective purchasers/investors and unsatisfactory market response.

The Company shall provide E&Y Orenda with timely and complete access to accurate information, timely responses to information requests, and such management personnel, premises, and professional advisors as are required by E&Y Orenda to perform our engagement. Without limitation, you shall be required to keep E&Y Orenda advised on an up-to-date basis of all developments that may in any way impact on E&Y Orenda's analysis and understanding of the Company's business and its relationship with all of its stakeholders.

E&Y Orenda's role is to assist you by providing advice and experience. You retain complete and final control of all transaction decisions including: (i) approving the transaction strategy; (ii) approving prospective purchasers/investors before they are contacted; (iii) approving specific information being disclosed to prospective purchasers/investors including the CIM; (iv) selecting the best proposal, after our analysis and comparison; (v) preliminary and formal negotiations; (vi) agreeing to an agreement in principle; and (vii) agreeing to the definitive agreement for the Transaction.

You and your management team shall make all management decisions and perform all management functions. E&Y Orenda may advise you in your role of making management decisions or carrying out management functions in connection with this engagement, including





by providing advice, research material or recommendations, but E&Y Orenda will not make any such decisions, perform any such functions or act as an agent/advocate of the Company.

All marketing documents including the CIM will be reviewed and approved by you prior to being finalized or distributed. E&Y Orenda will rely upon the accuracy and completeness of all information supplied by you without assuming any responsibility for independent investigation or verification of the information. You will be asked to sign a letter of representation regarding the content of marketing documents prior to distribution.

All other services rendered by Ernst & Young LLP, including tax advisory services, will be subject to a separate engagement arrangement on terms to be mutually agreed.

COMPENSATION

In consideration of the foregoing, you shall pay to E&Y Orenda monthly Work Fees, a Value-Added Fee, in addition to any applicable True-up Fee, all as defined and outlined below:

(I) Work Fees: During our engagement, you shall pay to E&Y Orenda monthly work fees ("Work Fees") according to the following compensation schedule:

Months 1 to 5	\$35,000 / month (for each of the initial five months)
Month 6	\$50,000 / month (for the sixth month of the engagement)
Months 7 to 8	\$75,000 / month (for each of the two months)

If the project continues beyond the eighth month from the date of this engagement letter (i.e. September 30, 2009), the Work Fees for each successive month shall be, at your option at the beginning of each month, either \$50,000 per month or on an hourly basis based on the following hourly rates:

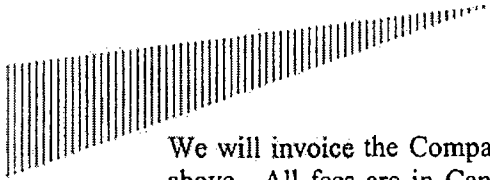
Senior Vice President	\$550 / hour
Vice President	\$450 / hour
Other Staff	\$325 / hour

(II) Value-Added Fee: In addition, upon completion of a Transaction, you shall pay to E&Y Orenda a value-added fee ("Value-Added Fee") of \$225,000.

(III) True-up Fee: In the event that, prior to September 30, 2009, either this engagement is terminated by you or the Transaction is completed, there will be an additional true-up fee ("True-up Fee"). The amount of the True-up Fee will be based upon the month of termination or completion, in accordance with the following rates:

Months 1 to 2	Nil
Months 3 to 5	\$75,000
Month 6	\$50,000
Month 7	\$25,000
Month 8	Nil





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We will invoice the Company every two weeks based on our compensation schedule outlined above. All fees are in Canadian dollars unless otherwise specified. Applicable taxes will be added to all fees.

EXPENSES

You shall reimburse E&Y Orenda for all reasonable expenses incurred in performing its services hereunder. Major direct costs such as travel, meals, accommodation, and other significant expenses will be charged as incurred, subject to the pre-approval of individual direct costs over \$3,000. Other administrative expenses such as long-distance telephone and telecommunication charges, photocopying, delivery, postage and other administrative costs will be covered by a flat charge of \$2,000 per month for the first three (3) months of the engagement.

In addition, a transaction of this nature may benefit from the use of an electronic data room for the timely processing of due diligence. In the event you elect to use an electronic data room, those expenses will be reimbursed to E&Y Orenda.

TERMINATION

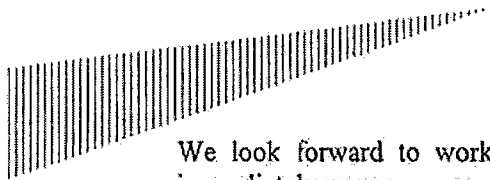
E&Y Orenda's engagement hereunder may be terminated with or without cause by either you or E&Y Orenda upon ten days written notice thereof to the other party, provided, however, that in the event of any termination by you, E&Y Orenda will be entitled to payment of Work Fees earned up to the effective date of such event (on a pro-rata basis for any partial month) as well as any applicable True-up Fee outlined above. In addition, E&Y Orenda will continue to be entitled to payment of the full amount of the Value-Added Fee, if a Transaction is consummated within six (6) months of termination. Any other termination of E&Y Orenda's engagement hereunder shall not affect your obligation to pay fees earned and expenses incurred prior to such termination.

PUBLICATION

Appropriate reference shall be made to E&Y Orenda in any press releases and other media communications regarding the Transaction. Following completion of the Transaction, E&Y Orenda shall have the right to use the Company's name and trade-mark, as well as other public information on the Transaction, in promotional materials such as marketing tombstones.

GENERAL

The accompanying Schedule "A" entitled **Terms and Conditions** is incorporated by reference in, and made part of, this engagement letter and shall govern our respective rights and obligations arising therefrom.



We look forward to working with you on this important engagement and will commence immediately upon your counter-signature of this letter. Please sign one copy of this engagement letter and return it to us.

Yours truly,

ERNST & YOUNG ORENDA CORPORATE FINANCE INC.

David Dunkin
Senior Vice President

AGREED:

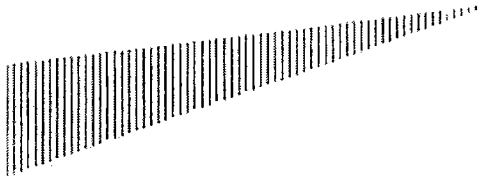
I acknowledge that Audit Committee approval has been obtained for this engagement and I have the authority to bind the Company

Brainhunter Inc.

Signed:

Name: John McKinnon

Title: Chairman / CEO



Schedule "A" Terms and Conditions

Except as otherwise specifically provided in the engagement letter or contract to which these terms and conditions are attached (collectively, the "Agreement") the following additional terms and conditions shall apply. As used herein "E&Y Orenda" refers to Ernst & Young Orenda Corporate Finance Inc. "E&Y Entities" means E&Y Orenda, all members of the global Ernst & Young network, Ernst & Young Global Limited, and any of their respective affiliates (and "E&Y Entity" means any one of them).

1. **Services** - E&Y Orenda shall exercise due professional care and competence in the performance of the services provided pursuant to this Agreement (the "Services").
2. **Unexpected Events** - If changes to the scope or timing of any Services are required because of a change in applicable law or professional standards or events beyond a party's reasonable control, but not involving its fault or negligence (any of which, a "Change"), the parties agree to adjust the fees for, and/or timing of, the Services appropriately and, if necessary, Client will obtain Audit Committee approval of such adjustments. Each party shall be excused from default or delay in the performance of its obligations (other than payment obligations) under this Agreement to the extent caused by a Change.
3. **Client Data & Information** - Client will provide, or cause to be provided, to E&Y Orenda in a timely manner complete and accurate data and information ("Client Data") and access to resources as may be reasonably required by E&Y Orenda to perform the Services. E&Y Orenda may rely upon the Client Data and will not evaluate or have any responsibility to independently verify the accuracy, completeness or sufficiency of any Client Data for any purposes. E&Y Orenda may disclose Client Data to other E&Y Entities for the purpose of rendering the Services. E&Y Orenda may also disclose Client Data to other E&Y Entities for the purposes of fulfilling its professional obligations to manage conflicts of interest and to maintain auditor independence as well as to implement standardized performance recording and documentation systems within the global Ernst & Young network. E&Y Entities or their service providers may store Client Data, which may include personal information, outside of Canada.
4. **Confidentiality** - Subject to the other terms of this Agreement (i) both Client and E&Y Orenda agree that they will take all reasonable steps to maintain the confidentiality of any proprietary or confidential information of the other and (ii) confidential information obtained by E&Y Orenda in the course of this engagement shall only be used to provide Client with professional services. E&Y Orenda shall be responsible for any breach of these confidentiality obligations by its personnel. In the event of a breach or threatened breach of confidentiality for which the harm suffered by a disclosing party may not be compensable by monetary damages alone, the disclosing party shall be entitled to apply for injunctive relief enjoining any breach or threatened breach of confidentiality. For greater certainty "confidential information" as used in this section means all information that is exchanged between the parties other than information which (a) is or becomes part of the public domain, (b) is already in the relevant party's possession, (c) is received from a third party without restrictions, (d) is independently developed without access to the disclosed information, or (e) is required to be disclosed by law or by a regulatory authority or due to E&Y Orenda's professional obligations.
5. **E&Y Orenda Waiver Re: Tax Advice** - Notwithstanding any confidentiality obligations or other restrictions on disclosure contained in this Agreement, with regard to:
 - (a) any oral or written statement or advice related to taxes provided by E&Y Orenda with regard to a person or entity that:
 - (i) has any filing obligation with the US Internal Revenue Service, or

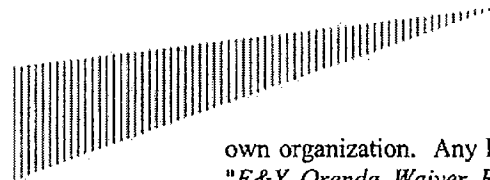


- (ii) qualifies as a US Controlled Foreign Corporation (i.e., a non-US corporation that has US shareholders (US persons that directly or indirectly own 10% or more of the total combined voting power of all of the classes of stock of such non-US corporation) that own in the aggregate more than 50% of the total vote or value of such non-US corporation);
- (b) any oral or written statement or advice regarding US taxes or tax advice related to a transaction that could affect a US tax; or
- (c) where SEC audit independence restrictions apply to the relationship between Client and any E&Y Entity, any oral or written statement or advice to Client as to any potential tax consequences that may result from a transaction or the tax treatment of an item, (together, (a), (b) and (c) referred to as "Tax Advice"),

E&Y Orenda expressly authorizes Client to disclose to any and all persons, without limitation of any kind, any such Tax Advice, including any fact that may be relevant to understanding such Tax Advice, and all materials of any kind (including opinions and other tax analyses) provided to Client in relation to such Tax Advice. However, because the Tax Advice is solely for the benefit of Client and is not to be relied upon by any other person or entity, Client shall inform those to whom it discloses any such information that they may not rely upon any of it for any purpose without E&Y Orenda's prior written consent.

6. **Privacy** - Client confirms to E&Y Orenda that it has obtained any consents that may be required under applicable privacy legislation for any collection, use or disclosure of personal information that is necessary in order for E&Y Orenda to provide the Services. E&Y Orenda shall adhere to applicable privacy legislation when dealing with personal information that was obtained from Client.
7. **Internet Communications** - Unless otherwise agreed with Client, E&Y Orenda and other E&Y Entities may correspond by means of the Internet or other electronic media or provide information to Client in electronic form. There are inherent risks associated with the electronic transmission of information on the Internet or otherwise. E&Y Orenda cannot guarantee the security and integrity of any electronic communications sent or received in relation to this engagement and cannot guarantee that transmissions or other electronic information will be free from infection by viruses or other forms of malicious software.
8. **Billing & Taxes** - Bills including expenses will be rendered on a regular basis as the assignment progresses. Accounts are due when rendered. Interest on overdue accounts is calculated at the rate noted on the invoice commencing 30 days following the date of the invoice. The fees, expenses and other charges payable pursuant to this Agreement do not include taxes or duties. All applicable taxes or duties, whether presently in force or imposed in the future, shall be assumed and paid by Client without deduction from the fees, expenses and charges hereunder.
9. **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to principles of conflicts of law. The parties hereby irrevocably and unconditionally submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario in connection with any dispute, claim or other matter arising out of or relating to this Agreement or the Services.
10. **E&Y Orenda Reports** - E&Y Orenda retains all copyright and other intellectual property rights in everything developed, designed or created by E&Y Orenda either before or during the course of an engagement including systems, methodologies, software, know-how and working papers. E&Y Orenda also retains all copyright and other intellectual property rights in all reports, advice or other communications of any kind provided to Client in any form (written or otherwise) during the course of an engagement ("Reports"), although Client shall have the full right to use any Reports within its

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own organization. Any Reports are provided solely for the purpose of this engagement. Subject to "E&Y Orenda Waiver Re: Tax Advice" above or except as otherwise specifically agreed in the engagement letter or contract to which these terms are attached, no Report (and no portion, summary or abstract thereof) may be disclosed to any third party without E&Y Orenda's prior written consent. E&Y Orenda does not assume any duties or obligations to third parties who may obtain access to any Reports. Any services or procedures to be performed for Client will not be planned or conducted (i) in contemplation of reliance by particular third parties (ii) with respect to any specific transaction contemplated by a third party or (iii) with respect to the interests or requirements of particular third parties. Client may not rely on any draft Report.

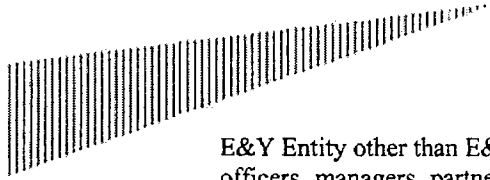
- 11. **Indemnity** - To the fullest extent permitted by law, Client shall indemnify and hold harmless the E&Y Entities and their respective personnel (the "Indemnitees") from and against all (A) claims and causes of action, pending or threatened, of any kind (whether based on contract, tort or otherwise) by third parties, including any affiliate of Client, related to or arising out of the disclosure of any Report (other than Tax Advice contained therein) or any portion, abstract or summary thereof by, through or at the request of Client or the use or reliance on, any Report or Tax Advice or any portion, abstract or summary thereof, by any person or entity that obtains access to it, directly or indirectly, from, through or at the request of Client, and (B) liabilities, losses, damages, costs and expenses (including, without limitation, legal fees and disbursements) suffered or incurred by any of the Indemnitees in connection with any claims or causes of action described in clause (A) above, except as finally determined to have resulted solely from E&Y Orenda's fraud or willful misconduct.

- 12. **Limitation of Liability** - To the fullest extent permitted by law and regardless of whether such liability is based on breach of contract, tort (including negligence), strict liability, failure of essential purpose or otherwise,
 - (a) E&Y Orenda's liability shall be several and not joint and several, solidary or *in solidum* and E&Y Orenda shall only be liable for its proportionate share of any total liability based on degree of fault having regard to the contribution to any loss or damage in question of any other persons responsible and/or liable for such loss and damage;
 - (b) in no event shall either party be liable to the other for any consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill) in connection with the performance of the Services or otherwise under this Agreement, even if the relevant party has been advised of the likelihood of such damages; and
 - (c) in any case the total aggregate liability of E&Y Orenda to Client (and to any affiliate thereof or any other person or entity for or in respect of which any of the Services are provided) arising out of or relating to this Agreement or the Services shall be limited to the total fees paid to E&Y Orenda for the Services. This paragraph shall not limit E&Y Orenda's liability for death, bodily injury or physical damage to tangible property caused by the negligent acts or omissions of E&Y Orenda, and shall not limit E&Y Orenda's liability for loss or damage caused by the fraud or willful misconduct of E&Y Orenda.

For the purposes of this section ("*Limitation of Liability*"), the term E&Y Orenda includes all other E&Y Entities and any subcontractors, members, shareholders, directors, officers, managers, partners or employees of E&Y Orenda or any other E&Y Entity.

- 13. **Global Resources** - E&Y Orenda may use the services of personnel from other E&Y Entities to assist it in providing the Services. E&Y Orenda shall be solely responsible for the performance of the Services and all of the other liabilities and obligations of E&Y Orenda under this Agreement whether or not performed, in whole or part, by E&Y Orenda, any other E&Y Entity, or any subcontractor or personnel of any E&Y Entity. Client and its affiliates or other persons or entities for or in respect of which any of the Services are provided shall have no recourse, and shall bring no claim, against any

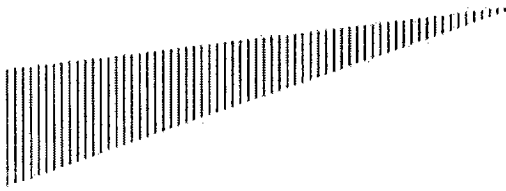




ERNST & YOUNG

E&Y Entity other than E&Y Orenda, or against any subcontractors, members, shareholders, directors, officers, managers, partners or employees of E&Y Orenda or any other E&Y Entity, or any of their respective assets, in connection with the performance of the Services or otherwise under the Agreement. Other E&Y Entities and any subcontractors, members, shareholders, directors, officers, managers, partners or employees of E&Y Orenda or any other E&Y Entity shall have the express benefit of this section and shall have the right to rely on and enforce any of its terms.

- 14. **No Application** - The preceding three sections (*Indemnity, Limitation of Liability and Global Resources*) shall not apply to the extent prohibited by applicable law or regulation (including for these purposes applicable rules and interpretations of the US Securities and Exchange Commission relating to auditor independence and any applicable rules or guidance from a provincial Institute/Order of Chartered Accountants having jurisdiction).
- 15. **Severability** - In the event any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, such provision shall be deemed severed from this Agreement to the extent required and the remainder of this Agreement shall remain in full force and effect.
- 16. **Legal Proceedings** - In the event E&Y Orenda is requested by Client or is required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to the engagement for Client, and provided that E&Y Orenda is not a party to the legal proceedings, Client shall reimburse E&Y Orenda for professional time and expenses, as well as the fees and expenses of counsel, incurred in responding to such requests.
- 17. **Miscellaneous** - E&Y Orenda shall provide all Services as an independent contractor and nothing shall be construed to create a partnership, joint venture or other relationship between E&Y Orenda and Client. Neither party shall have the right, power or authority to obligate or bind the other in any manner. This Agreement shall not be modified except by written agreement signed by the parties. This Agreement may not be assigned in whole or in part by Client without E&Y Orenda's prior written consent, not to be unreasonably withheld. Any terms and provisions of this Agreement that by their nature operate beyond the term or expiry of this Agreement shall survive the termination or expiry of this Agreement, including without limitation those provisions headed *Client Data & Information, Confidentiality, E&Y Orenda Waiver Re: Tax Advice, Indemnity, Limitation of Liability, Global Resources and Legal Proceedings*. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. The provisions of this Agreement shall operate for the benefit of, and may be enforced by, other E&Y Entities and any subcontractors, members, shareholders, directors, officers, managers, partners or employees of E&Y Orenda or any other E&Y Entity. Client represents and warrants to E&Y Orenda that the person signing this Agreement is expressly authorized to execute it on behalf of, and to bind, Client, its affiliates and any other persons or entities for whose benefit any of the Services are provided. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior representations, negotiations and understandings.



Ernst & Young Orenda
Corporate Finance Inc.
Ernst & Young Tower
222 Bay Street, P.O. Box 251
Toronto, Ontario M5K 1J7
Tel: 416 864 1234
Fax: 416 943 3365
ey.com/ca

August 21, 2009

PRIVATE AND CONFIDENTIAL

Attention: Mr. Raj Singh, CEO

Board of Directors
Brainhunter Inc.
2 Sheppard Avenue East, Suite 2000
Toronto, Ontario
Canada, M2N 5Y7

Dear Sirs:

RE: Addendum Agreement to Corporate Finance Advisory Engagement (dated Feb. 6, 2009)

This addendum (the "Addendum Agreement") to the engagement letter (the "Engagement Letter") dated February 6, 2009, between Ernst & Young Orenda Corporate Finance Inc. ("E&Y Orenda") and Brainhunter Inc. (the "Company") and its Board on behalf of the shareholders, incorporates and is deemed to be part of the Engagement Letter. Accordingly, unless expressly stated to the contrary herein, all of the terms and conditions contained in the Engagement Letter govern this Addendum.

Transaction

It is agreed that effective immediately, the definition of the "Transaction" has been revised as follows:

Transaction is defined as one or multiple divestitures by the Company with one or more parties, including (i) the sale of shares or all or substantially all of the assets of some or all of the subsidiaries (or business lines) of the Company or (ii) the sale of the Company or all or substantially all of its assets.

Value-Added Fee

It is agreed that effective immediately, the definition of a "Value-Added Fee" has been revised to include two scenarios as follows:

Scenario I

Upon completion of a single divestiture of the entire Company through the sale of its shares or all or substantially all of its assets, whether the Company remains public or private, you shall pay to E&Y Orenda a value-added fee of \$225,000.

Scenario II

Should the Board decide to divest some or all of the Company's subsidiaries (or business lines) through multiple divestitures, whether through the sale of (a) shares or (b) all or substantially all of the assets of these subsidiaries (or business lines), you shall pay to E&Y Orenda the corresponding value-added fee for each of the Transactions as follows:

Brainhunter (Ottawa) Inc.	\$200,000
Brainhunter Canada Inc. (i.e. IT excluding federal government business)	\$200,000
TrekLogic Inc.	\$180,000
ProTec Employment Services Limited	\$ 75,000
Applicant Tracking System Licensing and Services Business ("ATS")	\$ 45,000



The applicable Value-Added Fee will be payable upon the closing of each of the above Transactions, subject to an overall cap of \$350,000 in cumulative total Value-Added Fees for this engagement.

Engagement Scope under Scenario II

In the event that the Board decides to divest some or all of the Company's subsidiaries (or business lines) through multiple divestitures under Scenario II, we will work closely with the Company's management team, legal counsel and other advisors to assist with these divestitures. The scope of our engagement with respect to these divestitures will be as follows:

- assist the Company in its negotiations with qualified prospective purchasers to formalize and execute a letter of intent for the Transaction(s) on terms satisfactory to the Company;
- assist the Company throughout the confirmatory due diligence process with interested parties after the execution of the LOI(s) for the Transaction(s); and
- assist the Company and its legal advisors in its negotiation and documentation of a definitive agreement for the Transaction(s).

Other Matters

In addition, we understand that the Company is negotiating the refinancing of its outstanding debt with its lenders. As a result, the original timetable contemplated in the Engagement Letter is being extended with new target dates, which will be established in consultation with us.

We look forward to continuing to work with you on this important engagement. Please sign one copy of this Addendum Agreement to the Engagement Letter and return it to us.

Yours truly,

ERNST & YOUNG ORENDA CORPORATE FINANCE INC.

David Dunkin
Senior Vice President

AGREED:

I acknowledge that Audit Committee approval has been obtained for this Addendum Agreement and I have the authority to bind the Company.

Brainhunter Inc.

Signed: Robert Praestice

Name: ROBERT PRAESTICE

Title: CFO



Ernst & Young Orenda
 Corporate Finance Inc.
 Ernst & Young Tower
 222 Bay Street, P.O. Box 251
 Toronto, Ontario M5K 1J7
 Tel: 416 864 1234
 Fax: 416 943 3365
 ey.com/ca

October 13, 2009

PRIVATE AND CONFIDENTIAL

Attention:
 Mr. Dennis Jewitt, Restructuring Advisor
 Mr. Paul Benson, Chair of Special Committee

Board of Directors
 Brainhunter Inc.
 2 Sheppard Avenue East, Suite 2000
 Toronto, Ontario
 Canada, M2N 5Y7

Dear Sirs:

RE: Second Addendum Agreement to Corporate Finance Advisory Engagement (dated Feb. 6, 2009)

This addendum (the "Second Addendum Agreement") to the engagement letter (the "Engagement Letter") dated February 6, 2009 and the Addendum Agreement dated August 21, 2009, between Ernst & Young Orenda Corporate Finance Inc. ("E&Y Orenda") and Brainhunter Inc. (the "Company") and its Board of Directors ("Board") on behalf of the shareholders, incorporates and is deemed to be part of the Engagement Letter. Accordingly, unless expressly stated to the contrary herein, all of the terms and conditions contained in the Engagement Letter govern this Second Addendum.

Scope of the Engagement

E&Y Orenda will continue to act as financial advisor to the Company and its Board in relation to the disposition of all or part of the Company or its assets (the "Services"). We will work closely with the Special Committee of the Board ("Special Committee"), the restructuring advisor to the Company ("Restructuring Advisor"), and in the event of a formal restructuring under the Company Creditors Arrangement Act ("CCAA") the Court-appointed monitor together with the Company's legal counsel and other advisors in providing the Services under this engagement as follows:

- assisting the Special Committee in seeking approval from the Court of the proposed divestiture process;
- advising the Special Committee in its review of the "stalking horse" bid from the CEO of the Company;
- contacting prospective bidders and solicit competitive offers to the "stalking horse" bid following the Court-approved process;
- advising the Special Committee in its evaluation of the various bids as well as its recommendations to the Court and the various stakeholders of the Company;
- facilitating any information requests between prospective bidders and management of the Company as part of the due diligence by prospective bidders;
- providing the Restructuring Advisor, the Court-appointed monitor and the Special Committee with updates of the process to assist in their preparation of any Court reports / filings required; and
- assisting the Special Committee, the monitor and the Company's legal counsel in the negotiation and documentation of a definitive agreement of the Transaction(s).



Compensation

Effective immediately, the Company shall pay E&Y Orenda for the Services based on time spent by the relevant professionals in performing the Services, at the following hourly rates:

Senior Vice President	\$550
Vice President	\$475
Other Staff	\$350

For greater clarity, the Value-Added Fees (as defined in our Engagement Letter and the Addendum Agreement dated August 21, 2009) will no longer be applicable if the Company files for CCAA.

We will provide a detailed report of our time spent for specific Services by individual to the Company on a weekly basis for approval and payment.

Other Matters

We look forward to continuing to work with you on this important engagement. Please sign one copy of this Second Addendum and return it to us.

Yours truly,

ERNST & YOUNG ORENDA CORPORATE FINANCE INC.

David Dunkin
Senior Vice President

cc: Paul Jaggard
Chair of the Audit Committee

AGREED:

I acknowledge that Audit Committee approval has been obtained for this Addendum Agreement and I have the authority to bind the Company.

Brainhunter Inc.
 Signed: Ray Singh
 Name: RAT SINGH
 Title: PRESIDENT & CEO