



**RwE GROWTH PARTNERS, INC.**

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December 12, 2013

***Confidential and Privileged: Not for Circulation***

**NEUROMANA, LTD.**

1810 E. Sahara Ave., Suite 100  
Las Vegas, Nevada 89104

**Attention: Director(s)**

Dear Sir(s)/Madam(s):

**Re: Appraisal and Valuation Report**

You have requested that RwE Growth Partners, Inc. (“RwE”) to present you with our Engagement Letter for the preparation of an Appraisal and Valuation Report (the “Report”) for Neuromana, Ltd. (“Neuromana” or the “Company”) of Los Vegas, Nevada and your accountants regarding determining the fair market value and fair value of certain assets and all related intellectual property related to acquisition of certain entertainment assets and intellectual property as at: October 31, 2013; collectively, these assets are referred to as the “Acquired Neuromana IP”.

*We understand from you that, “NeuroMama, our mission is to create a unique search experience by delivering high quality Neural Technology. Our sophisticated Search technology powers our suite of products – a web search engine, mobile app, social platform, Finance center, Kids Zone, and much more. NeuroMama.com is the only Web search engine engineered and powered exclusively by 21st Century Neural technology. NeuroMama.com was launched in July 2013 and was developed by our international team of computer engineers, mathematicians, neural programming experts, statistical analysts, and artificial intelligence researchers for more than three years.”*

You have advised us that as part of the Acquired Neuromana IP transaction there is a requirement to independently determine the fair market value or the fair value of the Acquired Neuromana IP.

Given this, you have asked RwE to provide an independent assessment and report as to the fair market value and fair value of the Acquired Neuromana IP as at a current date.

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Given all of the above, you have requested the Report in order to have a completely independent opinion as to the value of the Acquired Neuromana IP that can be relied on by and for your accountants, auditors and for U.S. regulatory and reporting bodies.

### **Engagement**

In preparing the Report it will be necessary to determine the fair market value and fair value of the Acquired Neuromana IP as at a recent date for which financial information is available.

For the purposes of our Report, fair market value and fair value are defined as the highest price available in an open and unrestricted market between informed prudent parties under no compulsion to act and acting at arm's length, expressed in terms of money or money's worth.

In conducting this assignment, sufficient information and due diligence investigations regarding the background of the Company, history related to the Acquired Neuromana IP, the management, the business and operations, products and services, proprietary features, future plans, the industry and markets, marketing plans, competition, the financial plan, and major risk factors must be comprehensively researched, reviewed, and analyzed.

This information and our assessments of these areas will be incorporated into the Report for submission to you.

### **Scope of the Report**

In carrying out this assignment, we will:

- (1) Review all available material agreements involving the Acquired Neuromana IP and/or the Company and other parties along with financial statements prepared by its auditors, accountants, advisors and management.
- (2) We will review in detail all financial information and projections of the Company and/or the Acquired Neuromana IP.
- (3) Research, review, and evaluate information available on the Company and the Acquired Neuromana IP, including product sales background, the operations, facilities, products, customers, contractual arrangements, historical financial information.
- (4) We will prepare the Report, collecting all information and accesses all records.
- (5) We will examine all historical and current strengths, competitor advantages, major clients, markets historically served, etc.
- (6) Review any and all materials that are collected.
- (7) Conduct research into the markets traditionally served by the Acquired Neuromana IP and competitors, examine all markets, customers, the competition, and so on, where appropriate.



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- (8) Review all historical and current financial projections of the Acquired Neuromana IP in order to assess the reasonableness of the financial plan in relation to corporate business objectives.
- (9) Interview the Company's management to gain insight into the Acquired Neuromana IP and the business and to assess and evaluate their business operations and plans.
- (10) Prepare the Report suitable for the purposes of the Company, its advisors, and U.S. reporting and regulatory bodies and for use by your legal counsel, and for all of your professional advisors, and for financial reporting purposes for the Company and your auditors and accountants.

You understand that we will need access to all of the Acquired Neuromana IP and the Company's documents, materials, facilities and personnel in order to perform our services and agree to fulfill all such requests in a timely manner and cooperate fully.

You further understand and agree that delays in providing data or information may result in a delay of the completion date of the Report. We agree to perform our services in a professional and objective manner.

You understand that we do not guarantee the results of any analysis which we may undertake, but only agree that any reports or analysis shall represent our professional opinion based on the data given to or compiled by us. If we find, in the course of our due diligence, that there is sufficient evidence upon which to base a Report, we will immediately inform you.

### **Use of the Report**

The Report in draft will be prepared for your internal purposes only.

The final Report may be submitted and relied upon by the Company and your auditors and to U.S. regulatory and reporting bodies and to any accountants' financial reporting requirements.

As we will be relying extensively on information, materials, and representations provided to us by you and your associated representatives, we will require that you confirm to us in writing that you have reviewed the Report in detail and that the information and representations contained in the Report is accurate, correct, and complete and that there are no material omissions of information that would affect the disclosures contained in the Report.

You are advised that an Appraisal and Valuation Report (which involves a review of available data and relevant factors) is considered a partial diligence review and requires access to all relevant information and we rely on your being accurate and truthful to us in the Report.

RwE and its principal Richard W. Evans, its employees, consultants and representatives will not assume any responsibility or liability for losses incurred by you, the Company or any related transaction entities, any partners, either team of directors, officers or management, existing or



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potential investors, existing parties who have relied on the Report or any other parties as a result of the circulation, publication, reproduction, or the use of the Report or their use contrary to the provisions of this Engagement Letter.

RwE's assessments and conclusions will be based on the information that has been made available to it.

RwE reserves the right to review all information and calculations included or referred to in the Report and, if it considers it necessary, to revise part and/or its entire Report in light of any information which becomes known to RwE during or after the date of the Report.

RwE as well as all of its principals, partner, staff or associates' total liability for any errors, omissions or negligent acts, whether they are in contract or in tort or in breach of fiduciary duty or otherwise, arising from any professional services performed or not performed by RwE, its principals, partner, any of its directors, officers, shareholders or employees, shall be limited to the fees charged and paid for the Report.

No claim shall be brought against any of the above parties, in contract or in tort, more than two years after the date of either of the Report.

**Non-Disclosure**

RwE understands and acknowledges that the Company treats and maintains as confidential, proprietary, and/or trade secret, among other things, its ideas, data, plans, intellectual property, marketing plans, advertising plans, business acquisition and expansion plans, contact and customer lists and information, costs, margins, pricing, strategies, financial information and computer programs and documentation (collectively the "Confidential Information").

Accordingly, with respect to such Confidential Information, upon its receipt of the same, RwE agrees to:

- (i) maintain and keep secret the Confidential Information disclosed or otherwise made available to RwE under this document and agrees that RwE will not disclose any Confidential Information disclosed or otherwise made available to it to any third-parties (other than to RwE's legal counsel or other advisors provided any such advisors have been informed of and acknowledge their obligation to be bound by the terms of this document, or as may be required by law);
- (ii) RwE will not use any of the Confidential Information on behalf of itself or any third-parties; and
- (iii) RwE will only use the Confidential Information for the purpose of reviewing the Company's assets and advising it with respect to the same, and for no other reason or purpose whatsoever.



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RwE understands, acknowledges, and agrees that RwE will immediately return and surrender to the Company within five (5) days any and all Confidential Information upon it and/or your request at any time hereafter. After returning such Confidential Information to the Company, to the extent any Confidential Information is stored or saved on a computer, hard drive, tape drive, diskette, or any other storage medium, RwE shall immediately delete any and all data on such media containing any Confidential Information.

**Professional Fees**

The professional fees for the preparation of a Report will be C\$7,000, and this fee will include any and all out-of pocket disbursements such as long distance telephone charges, courier services, and so on. We will charge you the Canadian GST tax of 5% of our fee on completion of the work.

The retainer C\$7,000 is required to commence the Report and related work and analysis. The GST tax is due and payable upon the completion and issuance to you of the final Report, or 30 days, whichever comes first. Should you wish to not finalize the Report, the final payment shall be due at the time that a final complete draft is prepared.

In the event that there are any material changes in the affairs of the engagement that require significant revisions and updating of the Report or subsequent to its submission to you, additional fees for such work will be discussed with you and agreed upon at that time.

Any events or circumstances that occur after the date of the Report which may affect the information in the Report, and any revisions that may be required to the Report after the date of submission to you due to changes in the engagement or changes in the business will be considered a separate engagement and billed accordingly.

Our policy is to charge interest at 1.5% per month, compounded monthly, for any amounts that are outstanding 15 days past the date of our invoices.

If for any reason we are instructed by you to cease work on the Report all professional fees (based on the amount of time expended) and expenses incurred to that date, will become immediately due and payable. The retainer is non-refundable.

Neither our professional fees nor payment thereof, are contingent upon the successful completion of any possible or proposed or other transactions, or transactions or activities by you.

You have advised and assured us that you have no other engagements or existing obligations with any other firms/entities that this engagement or engagement letter would conflict with, including with the Company – who you have advised is not aware of RwE doing this work.

Any legal disputes or legal action against RwE, as a result of the Report, or any other matter, is agreed by you or any related parties to be settled only in a Canadian court of law.



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**Timing**

We understand that you are seeking to get the Report completed as soon as possible from commencement of the engagement. We will work with you to meet the stated deadlines and get a final Report issued as soon as possible. The timing of the final Report is also based on the receipt of timely/accurate information from you and your advisors.

**Acceptance**

Please have a duly authorized officer or director of the Company sign the enclosed copy of this letter and please e-mail it to [richard.william.evans@gmail.com](mailto:richard.william.evans@gmail.com) as confirmation of our Engagement. Also, please remit the payment of C\$7,000 to RWE Growth Partners, Inc. via wire transfer (instructions attached) as the sign we should commence the work. Should you wish to discuss any aspect of this Engagement Letter the undersigned can be contacted at your convenience at (604) 649-9073.

Yours very truly,

Valid till: December 16, 2013

**RWE GROWTH PARTNERS, INC.**



Richard W. Evans, MBA, CBV, ASA  
Chartered Business Valuator, Canadian Institute of Chartered Business Valuators  
Accredited Senior Appraiser, American Society of Appraisers  
Principal

AGREED TO AND ACCEPTED BY

**NEUROMANA, LTD.**

This 13 day of December of 2013

  
Signature

Igor Weselovsky  
President/CEO of NeuroMama, Ltd.



**RwE GROWTH PARTNERS, INC.**