

FINANCING AND SERVICES AGREEMENT

THIS FINANCING AND SERVICES AGREEMENT (this "**Agreement**") made effective as of the 31st day of July, 2013 (the "**Effective Date**"),

BETWEEN:

NEUROMAMA, LTD. ("Neuromama")
Kusocinskiego 3
Torun, Poland
87-100

AND:

GLOBAL MEDIA & INTERNET COMPANY ("Global Media")
941 Orange Avenue, Suite 444
Coronado, California 92118

WHEREAS:

- A. Neuromama is a publicly held company and is the developer of various projects, including but not limited to, an Internet Platform with neural-technology based search engine and the Eurasia Live Entertainment Hotel Casino Mega Resort in Las Vegas.
- B. Neuromama wishes to borrow certain monies and receive certain services from Global Media and Global Media wishes to lend certain monies and provide certain services to Neuromama.
- C. The parties have entered into this Agreement to set forth the terms and conditions of such agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **Value of Cash and Services to be Provided.** Neuromama and Global Media agree that Global Media shall lend to Neuromama and provide Neuromama with services valued at US \$2,000,000 (Two Million United States Dollars) (the "**Loan and Services**").
- 2. **Services to be Provided.** Global Media will provide various services to Neuromama in the area of development and implementation of certain online systems, sourcing of products, development of marketing strategies, branding and product placement, and other services.
- 3. **Cash and Services Previously Provided.** Global Media and Neuromama agree that US \$369,936.00 of cash and services have been previously provided to Neuromama by Global Media up until July 31, 2013. The cash and services previously provided have been memorialized in 7 promissory notes that Alexander Vikoulov issued in favor of Global Media dated from June 21, 2013 to July 31, 2013, and attached as Exhibit "A" to this Agreement (the "**Promissory Notes**"). Global Media and Neuromama agree to cancel the Promissory Notes in accordance with this Agreement.

4. **Balance Payable.** The balance of the US \$1,630,064.00 in Loan and Services that Global Media must provide to Neuromama must be provided by December 1, 2013.
5. **Shares to be Issued.** If Global Media provides all US \$2 million of the Loan and Services on or before December 1, 2013, then Neuromama will issued 2,000,000 shares of its common stock to Global Media, or its assigns. If the entire US \$2 million of the Loan and Services is not provided on or before December 1, 2013, there no shares are due or owed to Global Media.
6. **Interest and Due Date.** Neuromama agrees to repay any cash advanced to it by Global Media pursuant to this Agreement at 3% simple interest due and payable on December 1, 2015, in one lump sum payment of principal and interest.
7. **Ongoing Services.** Neuromama has agreed to pay US \$150,000.00 per month to Global Media starting December 1, 2013 for regular maintenance and upgrade services to its search engine, e-Mail service and NeuroBrowser, among other services.
8. **Representations and Warranties.**
 - a. Representations and Warranties of Neuromama. Neuromama represents and warrants that (i) Neuromama has full power and authority to enter into this Agreement and will be bound by and perform its obligations under this Agreement; (ii) this Agreement, when signed and delivered by Neuromama, will be duly and validly executed and delivered and will be the valid and binding obligation of Neuromama, enforceable against Neuromama, in accordance with its terms.
 - b. Representations and Warranties of Global Media. Global Media represents and warrants that (i) Global Media has full power and authority to enter into this Agreement and will be bound by and perform its obligations under this Agreement; (ii) this Agreement, when signed and delivered by Global Media, will be duly and validly executed and delivered and will be the valid and binding obligation of Global Media, enforceable against Global Media, in accordance with its terms.
9. **Entire Agreement.** This Agreement and any schedules or exhibits hereto constitute the entire agreement of Neuromama and Global Media with respect to the subject matter hereof and supersede any prior or contemporaneous agreements (whether written or oral) between the parties with respect to the subject matter contained herein. This Agreement may be amended or modified only by a writing signed by each party hereto.
10. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Nevada, without reference to any choice of law principles.
11. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been validly served, given or delivered five days after deposit in the United States mails, by certified mail with return receipt requested and postage prepaid, when delivered personally, one day delivered to any overnight courier, or when transmitted by facsimile transmission and upon confirmation of receipt and addressed to the party as noted above.

12. **Amendments or Waiver.** This Agreement may be changed, waived, discharged or terminated only by a writing signed by the Parties. No delay or omission by any Party in exercising any right with respect hereto shall operate as waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.
13. **Severability.** To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
14. **Binding Effect.** All of the terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the respective heirs, successors and assigns of the Parties.
15. **Execution of Counterparts.** This Agreement may be executed in counter parts, which when so executed shall constitute one and same agreement or direction.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year above set forth.

NEUROMAMA, LTD.

Per: 

Igor Wesclovsky, President & C.E.O.

GLOBAL MEDIA & INTERNET COMPANY

Per: 

Michael Musick, President & C.E.O.

EXHIBIT "A"

PROMISSORY NOTE

Date: 6/21/2013

Amount: \$80,795

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Alexander Vikoulov ("Payor") for myself individually promise to pay to Global Media & Internet Company ("Payee"), at 1810 E Sahara, Las Vegas, NV 89104, or at such other place as a Payee may designate, the sum of \$80,795 plus interest at the rate of 10% per annum commencing on January 1, 2014 payable in full in the event a long term agreement between Neuromama, Ltd and Global Media & Internet Corporation is not agreed to.

If the payor fails to make payment as provided, then payee shall provide written notice to Payor who shall have ten (10) days from the date of such notice to cure the default.

The obligation to pay money hereunder shall be secured by this promissory note.

This promissory note will be canceled and the loan amount will become part of a long-term loan agreement currently under consideration between Neuromama, Ltd and Global Media & Internet Company.

This promissory note is payable in lawful money of the United States of America. Should any action be commenced to enforce the terms hereof, such shall be by arbitration before a single arbitrator in Las Vegas, Nevada, pursuant to the rules of the American Arbitration Association. The prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred.

(Payor)



Alexander Vikoulov

(Payee)



Global Internet & Media Corporation

PROMISSORY NOTE

Date: 6/28/2013

Amount: \$73,240

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Alexander Vikoulov ("Payor") for myself individually promise to pay to Global Media & Internet Company ("Payee"), at 1810 E Sahara, Las Vegas, NV 89104, or at such other place as a Payee may designate, the sum of \$73,240 plus interest at the rate of 10% per annum commencing on January 1, 2014 payable in full in the event a long term agreement between Neuromama, Ltd and Global Media & Internet Corporation is not agreed to.

If the payor fails to make payment as provided, then payee shall provide written notice to Payor who shall have ten (10) days from the date of such notice to cure the default.

The obligation to pay money hereunder shall be secured by this promissory note.

This promissory note will be canceled and the loan amount will become part of a long-term loan agreement currently under consideration between Neuromama, Ltd and Global Media & Internet Company.

This promissory note is payable in lawful money of the United States of America. Should any action be commenced to enforce the terms hereof, such shall be by arbitration before a single arbitrator in Las Vegas, Nevada, pursuant to the rules of the American Arbitration Association. The prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred.

(Payor) 
Alexander Vikoulov

(Payee) 
Global Internet & Media Corporation

PROMISSORY NOTE

Date: 7/5/2013

Amount: \$24,251

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Alexander Vikoulov ("Payor") for myself individually promise to pay to Global Media & Internet Company ("Payee"), at 1810 E Sahara, Las Vegas, NV 89104, or at such other place as a Payee may designate, the sum of \$24,251 plus interest at the rate of 10% per annum commencing on January 1, 2014 payable in full in the event a long term agreement between Neuromama, Ltd and Global Media & Internet Corporation is not agreed to.

If the payor fails to make payment as provided, then payee shall provide written notice to Payor who shall have ten (10) days from the date of such notice to cure the default.

The obligation to pay money hereunder shall be secured by this promissory note.

This promissory note will be canceled and the loan amount will become part of a long-term loan agreement currently under consideration between Neuromama, Ltd and Global Media & Internet Company.

This promissory note is payable in lawful money of the United States of America. Should any action be commenced to enforce the terms hereof, such shall be by arbitration before a single arbitrator in Las Vegas, Nevada, pursuant to the rules of the American Arbitration Association. The prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred.

(Payor)



Alexander Vikoulov

(Payee)



Global Internet & Media Corporation

PROMISSORY NOTE

Date: 7/12/2013

Amount: \$26,762

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Alexander Vikoulov ("Payor") for myself individually promise to pay to Global Media & Internet Company ("Payee") , at 1810 E Sahara, Las Vegas, NV 89104, or at such other place as a Payee may designate, the sum of \$26,762 plus interest at the rate of 10% per annum commencing on January 1, 2014 payable in full in the event a long term agreement between Neuromama, Ltd and Global Media & Internet Corporation is not agreed to.

If the payor fails to make payment as provided, then payee shall provide written notice to Payor who shall have ten (10) days from the date of such notice to cure the default.

The obligation to pay money hereunder shall be secured by this promissory note.

This promissory note will be canceled and the loan amount will become part of a long-term loan agreement currently under consideration between Neuromama, Ltd and Global Media & Internet Company.

This promissory note is payable in lawful money of the United States of America. Should any action be commenced to enforce the terms hereof, such shall be by arbitration before a single arbitrator in Las Vegas, Nevada , pursuant to the rules of the American Arbitration Association. The prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred.

(Payor) 

Alexander Vikoulov

(Payee) 

Global Internet & Media Corporation

PROMISSORY NOTE

Date: 7/19/2013

Amount: \$42,195

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Alexander Vikoulov ("Payor") for myself individually promise to pay to Global Media & Internet Company ("Payee"), at 1810 E Sahara, Las Vegas, NV 89104, or at such other place as a Payee may designate, the sum of \$42,195 plus interest at the rate of 10% per annum commencing on January 1, 2014 payable in full in the event a long term agreement between Neuromama, Ltd and Global Media & Internet Corporation is not agreed to.

If the payor fails to make payment as provided, then payee shall provide written notice to Payor who shall have ten (10) days from the date of such notice to cure the default.

The obligation to pay money hereunder shall be secured by this promissory note.

This promissory note will be canceled and the loan amount will become part of a long-term loan agreement currently under consideration between Neuromama, Ltd and Global Media & Internet Company.

This promissory note is payable in lawful money of the United States of America. Should any action be commenced to enforce the terms hereof, such shall be by arbitration before a single arbitrator in Las Vegas, Nevada, pursuant to the rules of the American Arbitration Association. The prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred.

(Payor)



Alexander Vikoulov

(Payee)



Global Internet & Media Corporation

PROMISSORY NOTE

Date: 7/26/2013

Amount: \$63,908

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Alexander Vikoulov ("Payor") for myself individually promise to pay to Global Media & Internet Company ("Payee") , at 1810 E Sahara, Las Vegas, NV 89104, or at such other place as a Payee may designate, the sum of ~~\$63,908~~ plus interest at the rate of 10% per annum commencing on January 1, 2014 payable in full in the event a long term agreement between Neuromama, Ltd and Global Media & Internet Corporation is not agreed to.

If the payor fails to make payment as provided, then payee shall provide written notice to Payor who shall have ten (10) days from the date of such notice to cure the default.

The obligation to pay money hereunder shall be secured by this promissory note.

This promissory note will be canceled and the loan amount will become part of a long-term loan agreement currently under consideration between Neuromama, Ltd and Global Media & Internet Company.

This promissory note is payable in lawful money of the United States of America. Should any action be commenced to enforce the terms hereof, such shall be by arbitration before a single arbitrator in Las Vegas, Nevada , pursuant to the rules of the American Arbitration Association. The prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred.

(Payor)



Alexander Vikoulov

(Payee)



Global Internet & Media Corporation

PROMISSORY NOTE

Date: 7/31/2013

Amount: \$58,785

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Alexander Vikoulov ("Payor") for myself individually promise to pay to Global Media & Internet Company ("Payee"), at 1810 E Sahara, Las Vegas, NV 89104, or at such other place as a Payee may designate, the sum of \$58,785 plus interest at the rate of 10% per annum commencing on January 1, 2014 payable in full in the event a long term agreement between Neuromama, Ltd and Global Media & Internet Corporation is not agreed to

If the payor fails to make payment as provided, then payee shall provide written notice to Payor who shall have ten (10) days from the date of such notice to cure the default.

The obligation to pay money hereunder shall be secured by this promissory note.

This promissory note will be canceled and the loan amount will become part of a long-term loan agreement currently under consideration between Neuromama, Ltd and Global Media & Internet Company.

This promissory note is payable in lawful money of the United States of America. Should any action be commenced to enforce the terms hereof, such shall be by arbitration before a single arbitrator in Las Vegas, Nevada, pursuant to the rules of the American Arbitration Association. The prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred.

(Payor)



Alexander Vikoulov

(Payee)



Global Internet & Media Corporation