

NETWORK CARRIAGE AGREEMENT FOR NEUROZONE TV

AGREEMENT, made as of November 28, 2013 (the "Effective Date"), by and between NEUROMAMA LTD, a Nevada Corporation with offices at 182/1 Krasniy Prospekt, Suite # 704, Novosibirsk, Russia 630049, with offices at ("Nero"), and Otto & Grim S.A. de C.V. ("Otto"), with offices at Pedro Sainz De Barranda #139, Col Los Cipreses, Delegacion Coyoacan, Mexico DF, CP 04830.

ARTICLE 1 - DELIVERY, RECEPTION, SATELLITE AND DISTRIBUTION OF THE NETWORK PROGRAM SERVICES

Section 1.1 Delivery, Nero will deliver the programming to the Master Control via Hard Drives, FTP or will be inserted directly into the Master Control when produced in the Mexico City Studios.

Section 1.2 Transmission of Network Program Service.

(a) Otto shall provide UPLINK services by means of any industry-recognized, standard technology for the high quality transmission of content (including domestic communications satellite or dedicated fiber optic landline).

(b) From time to time, Nero may have the need for live programming to air on the Network Program Service of which Otto shall charge only "pass through" fees as its designated uplink facility charges it.

Section 1.3 Satellite and transmission license, Otto will facilitate Nero the negotiation of the Satellite Segment with the Satellite provider Satmex. NeuroZone TV will be distributed on Satmex 8. Otto will extend its current transmission license for the Uplink of Neurozone TV.

Section 1.4 Reception by Distributors. Otto shall Distribute the Network Program Service from the Transmission Points to Affiliate Systems or Distributors by means of one or more communications satellites, FTP or point to point transmission.

Section 1.5 Network Program Service to be Distributed Intact. All decisions with respect to the programming and other content to be included within the Network Program Service shall be in Neros sole discretion. Otto shall Distribute the Network Program Service in full as originated in the Master Control and during the time periods provided therefore in the then applicable program schedule, including all content of all programs and commercial announcements or other content included in the Network Program Service and the copyright notices and credits related to such content, without any additions, insertions, alterations or deletions of any kind.

Section 1.6 Transfer of Affiliate System or Distributor. In the event of any transfer of Control or change in ownership of an Affiliate System or Distributor by merger,

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consolidation, sale of shares or assets or otherwise, Nero shall use commercially reasonable efforts to cause the new owner or transferee of such Affiliate System or Distributor to continue the carriage of the Network Program Service pursuant to an affiliation agreement with Otto.

ARTICLE 2 - SERVICES PROVIDED BY OTTO

Section 2.1 Affiliate Sales and Affiliate Distribution Services.

- (a) Otto shall negotiate and execute carriage agreements with one or more Affiliate Systems or Distributors for the Distribution of the Network Program Service by such Affiliate Systems or Distributors, and shall Distribute the Network Program Service to such Affiliate Systems or Distributors in accordance with the terms of this Agreement and such carriage agreement. In so doing, Otto shall act as an independent contractor and shall have no authority to bind or commit Nero in any way unless the parties have agreed in writing to a particular commitment. In connection with negotiating and executing such carriage agreements, Otto shall:
- (i) market the Network Program Service to potential systems, including by traveling to corporate or regional offices and making sales presentations and other contacts;
 - (ii) provide personnel with legal and business expertise to negotiate carriage agreements; and
 - (iii) implement, and assist each Affiliate System or Distributor to implement, a master carriage agreement on the local system or corporate level.

The Parties shall cooperate in good faith to effectuate the Distribution of the Network Program Service on each Affiliate System or Distributor, including by way of illustration and not limitation, development of marketing and sales materials and distribution strategies as requested by Otto. Without limiting the foregoing, Otto shall make prompt and ongoing disclosure to Nero of the existence and status of negotiations by Otto with any third party to effect the Distribution of the Network Program Service. Nero will respond promptly to Otto reasonable requests with respect to any material terms and provisions related to Affiliate System or Distributor agreements and related term sheets.

Section 2.2 Master Services. The following technical services to be provided by Otto for the benefit of Nero twenty four (24) hours a day, seven (7) days a week during the Term,

- i. origination services, including (A) inserting bar codes and such other material as may be necessary to permit the network program service to be used with the server automation system (the "SAS"); (B) revising the program logs as may be necessary in accordance with NERO's instructions; (C) organizing and integrating the components of the network program service in accordance with the scheduling instructions provided in the program logs to create the program feed; (D) loading the SAS in accordance with the program logs; and (E) providing appropriate space to store playback tapes of the network program service;

ARTICLE 3 - FEES AND REPORTS

Section 3.1 Service Fee.

(a) Nero shall pay to Otto, in consideration for the Transport and Distribution of the Network Program Service, the monthly fee of \$15,000 USD, including Satellite Segment. The Service Fee shall be payable in advance on the first business day of each calendar month for which the Service Fee is payable.

Section 3.2 Nero Tec TV License Fee. The parties agree to work together to formulate a license fee structure related to Otto's NeuroZone TV Distribution prior to its sales services.

Section 3.3 Late Payments. Any payment not made by either Party on or before the date such payment is due under this Agreement shall accrue interest at the rate of one percent (15%) per month, compounded daily, until such payment is paid to the other Party in full.

Section 3.4 Reports. Otto shall, on a monthly basis and within fifteen (15) days of receiving such information from any Affiliate System, report to Nero, in writing, the total numbers of Subscribers of such Affiliate System or Distributor (on a system-by-system basis and MSO-by-MSO basis) for such month receiving the Network Program Service pursuant to any direct agreements between Otto and said Affiliate System, and such other information as may be requested by Nero. Nero shall have the right to audit Otto's books as to verify the accuracy of reporting.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Nero. Nero represents and warrants to Otto that:

(a) (i) Nero has the authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) this Agreement has been executed and delivered by a duly authorized representative of Nero; and (iii) this Agreement constitutes a binding obligation of Nero, enforceable against Nero in accordance with its terms, except as such enforcement may be limited by equitable principles or the rules affecting creditors rights.

(b) To the best of Nero's knowledge, the Network Program Service, including each program provided therein and the content thereof will not infringe the copyright, trademark, patent or other intellectual property right of any other person, and the transmission of the Network Program Service, including each program provided therein and the content thereof, by Otto and each Affiliate System or Distributor will not infringe any intellectual property right of any other Person and will not violate Any applicable Law.

(c) Nero has or will have, and only to the extent applicable if at all, through-to-the-viewer music performance licenses.

Section 4.2 Representations and Warranties of Otto. Otto represents and warrants to Nero that (a) Otto has the authority to enter into this Agreement and to perform all of its obligations hereunder; (b) this Agreement has been executed and delivered by a duly authorized representative of Otto; (c) this Agreement constitutes a binding obligation of Otto, enforceable against Otto in accordance with its terms; and the Distribution by Otto of the Network Program Service, including each program provided therein and the content thereof, will not infringe the patent or other intellectual property or other right of any other Person, and the transmission of the Network Program Service, including each program provided therein and the content thereof, by Otto and each Affiliate System or Distributor will not infringe any intellectual property right of any other Person and will not violate any Applicable Law; and (d) to the best of its knowledge, has not, and will not, enter into any third party agreements during the Term that would infringe on the intellectual property rights of Nero or the contractual rights of Nero pursuant to this Agreement. Otto will use its best efforts to distribute the Network Program Service so as to maximize the number of Subscribers thereto in the Territory.

ARTICLE 5 - INDEMNIFICATION

Section 5.1 Indemnification.

(a) Each Party hereto agrees to indemnify and hold harmless the other Party and its Affiliates and each of their respective shareholders, officers, directors, employees and agents from and against any and all Damages arising out of, connected with or related to any breach of any of such Party's representations or warranties in this Agreement or the breach or non-performance of any covenant or obligation to be performed by such Party hereunder.

(b) Otto agrees to indemnify, defend, and hold Nero and its Affiliates and each of their respective shareholders, officers, directors, employees and agents harmless from and against any and all Damages incurred in connection with (i) any claim against Nero arising out of Otto's use of promotional or advertising material (other than material supplied to Otto by Nero or created by Otto and approved by Nero); (ii) any claim by any Affiliate System, Subscriber, or other Person arising out of Otto Distribution of the Network Program Service and the assessment of any and all sales, use, excise, income, franchise, corporate, and similar taxes (including any fees payable to local or state authorities) and other charges which are or may be imposed upon or assessed against Otto or any Affiliate System or Distributor and which are based upon or measured by revenues derived by Otto from the exploitation of the rights granted to Otto pursuant to this Agreement, including any tax or charge based upon any goods or services furnished to Otto by Nero, which goods and services are then passed on to the Subscribers; and (iv) any claims arising from the breach of this Agreement, including without limitation any claims arising out of Otto unauthorized addition to or deletion from any of the content of the Network Program Service.

5.2 Indemnification Procedures. Each Party entitled to indemnification under this Article 7 (the "**Indemnified Party**") shall give notice to the Party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has actual knowledge of any claims as to which indemnity may be sought. Within a reasonable time after receipt by the Indemnifying Party of such notice, the Indemnifying Party shall notify the

Indemnified Party in writing that it: (a) disputes the right to indemnification as set forth or estimated in such notice; (b) agrees to pay the amount specified in such notice; or (c) elects to defend the claim giving rise to such indemnification right or to prosecute the same against any other Person. If the Indemnifying Party assumes the defense or prosecution of any such claim or litigation, it shall take all steps necessary in the defense, prosecution or settlement of such claim or litigation and shall hold such Indemnified Party harmless from and against all Damages caused by or arising out of any settlement thereof approved by the Indemnifying Party or any judgment in connection therewith. The failure of an Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Article 7 unless such failure to give notice shall materially adversely affect the Indemnifying Party in the defense of any such claims or any such litigation. Counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, and all fees and expenses of counsel shall be approved by the Indemnified Party (which approval shall not unreasonably be withheld), and the Indemnified Party may participate in such defense through its own counsel at its own cost and expense. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the prior written approval of the Indemnified Party (which shall not unreasonably be withheld), consent to entry of any judgment or enter into any settlement other than a judgment or settlement where the sole relief awarded is money damages to be paid in full by the Indemnifying Party and which includes as an unconditional term thereof the giving by the claimant or plaintiff of a release from all liability in respect to such claim or litigation to the Indemnified Party.

Section 5.3 Collection of Amounts Due. If either Party engages the services of collection agencies or independent legal counsel to collect past due fees owed by the other Party under this Agreement, it shall be entitled to full reimbursement from the other Party for all reasonable out-of-pocket costs incurred in any such successful collection efforts, including, but not limited to, collection agency fees, court costs, attorneys fees and costs of enforcing any judgment.

Section 5.4 No Liability for Consequential Damages. Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other for any indirect, incidental, consequential, reliance or special damages suffered by the other party, as the case may be (including damages for harm to business, lost revenues, lost savings or lost profits suffered by such Party), whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive, and regardless of whether the possibility that such damages could result was known.

ARTICLE 6 - TERM; TERMINATION

Section 6.1 Term. The term of this Agreement shall commence on the date of this Agreement and, unless earlier terminated in accordance with the provisions hereof, end on the fifth (5th) anniversary of the Launch Date, and shall automatically renew for an additional two (2) year term unless either Party notifies the other Party not to so renew the term no later than sixty (60) days prior to the expiration of the initial five (5) year term (the initial term and the renewal term, if any, the “**Term**”).

Section 6.2 Termination by Either Party. This Agreement may be terminated at any time by (a) agreement in writing of the Parties hereto; (b) either Party hereto if the other Party is in material breach of any covenant under this Agreement and such breach is not cured within thirty (30) days after written notice thereof, provided that the Party seeking to terminate this Agreement is not in material breach of any covenant or obligation under this Agreement; or (c) either Party if the other Party suffers or permits the appointment of a receiver for its business or assets, becomes subject to involuntary proceedings under any bankruptcy or insolvency law (which proceedings remain undismissed for thirty (30) days), or is wound up or liquidated.

Section 6.3 Termination by Otto Otto in addition to whatever other remedies it may have, may elect to terminate this Agreement and be relieved of any further liabilities and obligations hereunder may terminate this agreement immediately if (i) Nero causes Otto to breach any Affiliate System or Distributor Agreement for which the provision being breached is known by Nero or (ii) Nero announces its intent to discontinue or discontinues its television operation of the Network Program Service. Otto also retains the right to suspend its performance under the Agreement, including the right to unilaterally terminate the Agreement, if Nero fails to make any payment pursuant to this Agreement.

Section 6.4 Termination by Nero.

(a) Nero, in addition to whatever other remedies it may have, may elect to terminate this Agreement and be relieved of any further liabilities and obligations hereunder (except as otherwise provided herein) if Otto or any successor thereof or to the business of Otto permanently discontinues all of its operations.

Section 6.5 Changes in Applicable Law. Any provision hereof which is in conflict with applicable laws as of the date hereof, is hereby amended to conform to and comply with such laws to the maximum and fullest extent permitted there under. If, as a result of such law, conflict, and/or required amendment thereto, any term, obligation, right, condition, or provision thereof is held invalid, inoperative, void, or unenforceable, herein the “Offensive Provision”, the remaining provisions hereof shall (i) remain in full force; (ii) in no way be altered, affected, impaired, invalidated, or otherwise changed by the Offensive Provision; and (iii) be interpreted, construed, and applied as though the Offensive Provision was not in the first instance contained herein.

Section 6.6 Effect of Termination. Upon any termination pursuant to this Article 8, or upon the expiration of the Term of this Agreement, the following shall occur:

(a) In the event this agreement is terminated or expires on a day that is not the last day of the calendar month, the final month’s Service Fee paid by Nero pursuant to Section 5.1 shall be prorated, based in each case on a thirty (30) day month and any excess amounts shall be refunded to Nero by Otto.

ARTICLE 7 - MISCELLANEOUS

Section 7.1 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and their successors and assigns permitted under this Agreement, and no provisions of this Agreement shall be deemed to confer upon any other Person any remedy, claim, liability, reimbursement, cause of action or other right.

Section 7.2 Arbitration. Any controversy, claim or other dispute (“Controversy”) arising out of this Agreement or relating to the subject matter hereof shall be decided by arbitration in accordance with the commercial arbitration rules of the International Arbitration Association unless the parties agree otherwise in writing, provided that the foregoing arbitration obligation does not apply to any Controversy arising from or relating to Nero’s breach of Section 3.1. The award rendered by the arbitrator shall be final and binding on all parties, and judgment may be entered thereon in any court having jurisdiction thereof. The arbitration shall be held in Palm Beach County, Florida.

(a) Section 7.3 Confidentiality. Each Party agrees to maintain the Confidential Information of the other Party in confidence and not to use the Confidential Information of the other Party other than in connection with the performance of its obligations or the exercise or enforcement of its rights hereunder. Without limiting the generality of the foregoing, each Party shall make reasonable efforts to keep, file and store such Confidential Information, together with any notes or other material incorporating or relating to the Confidential Information, in a manner consistent with its confidential nature and to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that its directors, officers and employees do not disclose or use the Confidential Information of the other Party, directly or indirectly, for any purpose other than the purpose of this Agreement. Notwithstanding the foregoing, any Party may disclose Confidential Information required to be disclosed by any Requirements of Law or any rule or regulation of any Governmental Authority; *provided, however*, that the Party making such disclosure shall (i) use its best efforts to limit such disclosure, and (ii) in any event, make such disclosure only to the extent so required.

Section 7.4 Communications.

(a) All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (i) on the date of delivery when delivered by hand, (ii) on the date of transmission when sent by facsimile transmission during normal business hours with telephone confirmation of receipt, (iii) one (1) day after dispatch when sent by a reputable courier service that maintains records of receipt or (iv) five (5) days after dispatch when sent by first class or airmail letter; *provided, however*, that, in any such case, such communication is addressed provided in the immediately following paragraph (b).

(b) All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be addressed as follows:

if to Otto, to:

or to such other address as Otto may designate in a written notice to Nero, and

if to Nero to:

or at such other address as Nero may designate in a written notice to Otto.

Section 7.5 Binding Effect, Successors and Assigns, Entire Agreement. Except as expressly provided in this Agreement, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any Person (including creditors, shareholders and Affiliates of Otto or Nero) other than Otto and Nero any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, all of which shall be for the sole and exclusive benefit of Otto and Nero. Except as expressly provided herein, this Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of Otto and Nero and their respective successors, heirs, executors, legal representatives and permitted assigns; *provided, however,* that, except as otherwise specifically permitted or contemplated by this Agreement, neither this Agreement nor any of the rights, interests or obligations of either Otto or Nero hereunder shall be assigned or delegated without the prior written consent of the other. This Agreement sets forth the entire agreement and understanding between Otto and Nero as to the subject matter hereof and thereof and merges and supersedes all prior discussions and agreements.

Section 7.6 Severability. If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

OTTO & GRIM S.A. DE C.V.

By: _____
Name:

Neuromama LTD

By:  _____
Name: Igor Weselovsky