EXHIBIT 14.13  
  
  
 STORED VALUE CARD  
 DISTRIBUTION AGREEMENT  
  
  
 THIS AGREEMENT is entered into this 22 day of October, 2004, by and  
between Xxxxxx Beaumont, Inc. ("MBI"), 0000 Xxxxxxxxx Xxxxx, Xxxxx 000,  
Xxxxxxxx, Xxxxxxx 00000, and Urban Networks Inc. ("Distributor"), 0000 Xxxxxxxx  
Xxxxxxxxx, Xxxxx 000, Xxx Xxxxxxx, Xxxxxxxxxx 00000.  
  
 ARTICLE 1  
 DISTRIBUTORS  
  
 1.1 "Consumer" means the end use purchaser of a Product Unit.  
  
 1.2 "Product": MBI Branded Visa/Master Card Hologram Stored Value Card  
  
 1.3 "Product Application" shall mean a paper application form to be  
filled out and mailed by the Consumer to MBI.  
  
 1.4 "Product Unit": 1 signature based Product.  
  
 1.5 "Stored Value Card System": A tool allowing retail locations to  
sell, activate and perform Patriot Act compliance for issuers of the Product and  
to Load value on the Product.  
  
 1.6 "Manufacturer's Suggested Retail Price" ("MSRP"): The price of the  
Product Units in United States Dollars, as set forth herein.  
  
 1.7 "Distributor's Network": Distributor's publications and other media  
outlets by which Distributor will promote the Product and through which  
Distributor will distribute Product Applications to Consumers.  
  
 1.8 "MBI Distribution Network": MBI has developed a network of  
distributors of MBI products, each of whom is bound by a Distribution Agreement  
to provide MBI products to networks of retailers controlled by the distributors.  
  
  
 ARTICLE 2  
 GRANT OF DISTRIBUTORSHIP  
  
 2.1 MBI hereby grants Distributor and Distributor accepts for a term of  
one year from the date hereof ("Term"), right to distribute Products in the  
United States of America, subject to the terms and conditions of this Agreement.  
  
 2.2 Distributor shall use its best efforts to achieve maximum sales of  
products and to establish an adequate Distribution Network, consistent with good  
business ethics and in a manner that will reflect favorably on MBI and on the  
goodwill and reputation of MBI.  
  
 ARTICLE 3  
 DISTRIBUTOR REQUIREMENTS  
  
 3.1 Distributor shall place sufficient advertisement of the Product in  
its Distribution Network, to the extent approved by MBI, and shall make  
available Product Application to Consumers learning of  
  
  
  
  
the Product through Distributor's Network. Distributor shall use various  
marketing methods to drive Consumers to submit Product Applications.  
  
 3.2 Provide reasonable assistance to NMI in the implementation of the  
necessary products and services to support the Product.  
  
 3.3 Provide advertising materials to the Distributor's Network  
promoting the Product.  
  
 3.4 Establish specifications for a launch plan for distribution of the  
Product Application and inform MBI of the identity of Distributor's team leader  
responsible for the launch of the distribution plan.  
  
 3.5 Distributor agrees that neither Distributor nor Distributor's  
Network will telemarket the product  
  
 3.6 Urban Networks will provide a strip ad in the Urban Network  
Magazine promoting the MBI stored value Visa/Master card that will run for a  
minimum of 4 months beginning with the November 2004 issue.  
  
 3.7 Promotion of the MBI stored value Visa/Master card on the Urban  
Networks web site xxx.xxxxxxxxxxxxxx.xxx  
  
 3.8 Inclusion in the Urban Networks bi monthly newsletter for a total  
of 5 million emails over the course of the promotion.  
  
 3.9 Urban Networks will do a announcement of our promotional venture in  
the Urban Networks magazine (October issue)  
  
 ARTICLE 4  
 MBI REQUIREMENTS  
  
 4.1 Deliver Product Units to Consumers upon receipt of a completed  
Product Application which has been approved by the issuing bank and upon payment  
as provided herein.  
  
 4.2 Upon receipt of payment from a Consumer, remit to Distributor a sum  
equal to the amount received from the Consumer.  
  
 4.3 Provide basic telephone support and customer service to end-users  
of the Product. Distributor may request that MBI provide additional technical  
support to its Distribution Network, with pricing of such additional support to  
be determined by MBI based upon the specific nature and time intensity of the  
support requested.  
  
 4.4 Create a network of retailers utilizing the Stored Value Card  
System so that Consumers can load cash onto the Product.  
  
 4.5 MBI will pay Urban Networks an advance payment of 52000.00 draw  
against the $12.00 Urban Networks commission.  
  
 ARTICLE 5  
 ORDERS AND PRICING:  
  
 5.1 The Manufacturer's Suggested Retail Price (MSRP) shall be $29.95.  
  
 5.2 The Price per Product Unit is:  
  
  
 2  
  
  
  
 (a) 1 Card Product Unit: $xx.xx, including delivery to the  
Consumer.  
  
 (b) MBI will collect the $xx.xx from the end user and process  
the application. Upon completion MBI will deduct $xx.xx and forward the balance  
($xx.xx) to Urban as outlined in Article 6,  
  
 (c) MBI will withhold commission from the sale of the first  
167 cards to recover the cost of the advance payment an amount not to exceed  
$2000.00,  
  
 5.3 MBI will use its best efforts to fill Product orders as quickly as  
possible following receipt by MBI of the written order (fax or e-mail shall  
constitute a written order).  
  
 5.4 Each amount payable to MBI hereunder shall be paid in full, with no  
deductions or offsets, and remitted in United States Dollars by check, money  
order or deposit in such account at such financial institution as MBI shall from  
time to time designate. Delinquent payments shall bear interest at the rate of  
1.5% per month of the delinquent amount until paid, or the maximum interest rate  
permitted by law, whichever is less.  
  
 5.5 In the event that any Product is superseded by a new version of the  
Product, MBI shall give Distributor notice of such new version. Distributor may  
obtain the new version of said Product on a Product Unit per Product Unit basis  
by returning unsold Product Units of the superseded Product within thirty (30)  
days of such notice from M13I. Upon return of unsold units, together with an  
order for the new version of said superseded Product, MBI shall ship the  
requested number of Product Units, subject to the provisions of this Article,  
and provided that Distributor shall bear the costs of shipping and handling,  
together with any difference between the Price for the superseded Product Unit  
and the Product Unit Price for the new version of the Product.  
  
 ARTICLE 6  
 COMMISSIONS:  
  
 6.1 MBI shall pay the following commissions to Distributor:  
  
 (a) $xx.xx from the sales of each MBI branded Visa/Master  
hologram card  
  
 6.2 All Commissions shall be paid within 45 days following the end of  
the month in which such commissions were earned. MBI shall provide Distributor  
with a monthly reconciliation of commissions earned and paid, or more  
frequently, if reasonably requested by Distributor.  
  
 6.3 Distributor shall be responsible for any commissions or other  
payments to Distributor's Network and MBI shall have no responsibility for such  
payments. Distributor shall indemnify and hold harmless MBI against any claim,  
cause of action, liability or judgment, including attorney's fees, arising from  
any number of Distributor's Network for non-payment of any commission or fee due  
to the retailer from sales or service of the Product.  
  
 ARTICLE 7  
 INTELLECTUAL PROPERTY RIGHTS  
  
 7.1 MBI represents to Distributor that it owns or has a license to all  
of the material contained in the Products and that, to the best of MBI's  
knowledge, said Products do not infringe upon any copyright, patent, xxxx work,  
trademark or other proprietary right of any third party and that MBI has full  
authority to enter into this Agreement. Distributor represents that Distributor  
has the unencumbered right  
  
  
 3  
  
  
  
to utilize the images, trademarks and artwork printed on the Product (the  
"Image") and to affix the Image to the Product, and to sublicense the Image for  
the purposes set forth herein.  
  
 7.2 Distributor hereby grants MBI a limited sublicense to apply the  
Image to the Product solely for sale by Distributor through Distributor's  
Network as set forth herein.  
  
 7.3 Distributor shall have no rights to duplicate, translate,  
decompile, reverse engineer, or adapt Products without MBI's prior written  
consent.  
  
 7.4 Distributor shall promptly notify MBI of any unauthorized third  
party duplication, distribution, or use of Products which comes to the attention  
of Distributor and shall provide MBI with whatever reasonable assistance is  
necessary to stop such activities.  
  
 7.5 Distributor shall not attempt to register any of MBI's trademarks,  
company names, or trade names without MBI's written permission, nor shall  
Distributor attempt to develop any products which contain the "look and feel" of  
any Products, or of the Stored Value Card System.  
  
 7.6 Distributor shall indemnify and hold harmless MBI against any and  
all claim, judgment, lien, penalty, loss, damage or other cost, including MBI's  
reasonable attorney's fees in defending such action, related to or arising from  
any claim or controversy regarding Distributor or MBI's right to utilize the  
Image on the Product.  
  
  
 4  
  
  
  
 ARTICLE 8  
 CONFIDENTIALITY  
  
 8.1 Distributor, on behalf of itself and its employees, shall take all  
reasonable steps to safeguard the Products distributed by it from any  
unauthorized use, duplication, sublicensing, or distribution.  
  
 8.2 Distributor shall further, on behalf of itself and its employees,  
retain all Confidential Information furnished by MBI in strictest confidence and  
shall not publish or disclose such Confidential Information at any time during  
the term of this Agreement or after its termination.  
  
 ARTICLE 9  
 LIMITED WARRANTIES  
  
 9.1 MBI does not warrant that the functions contained in Products will  
meet the requirements of any Consumer or that Products are error-free. However,  
NMI does warrant that Products will operate substantially in accordance with the  
user documentation. NMI shall further make reasonable efforts to correct any  
significant reproducible error in Products or in the Stored Value Card System  
for which NMI receives written notice promptly after such error comes to the  
attention of Distributor, provided such error relates to the proper functioning  
of Products and has not been caused by negligence on the part of Distributor or  
any third party, hardware malfunction, or other causes external to the Products  
or the Stored Value Card System.  
  
 9.2 MBI warrants that Products are free from defects in materials and  
workmanship under normal use for a period of ninety (90) days from the date of  
delivery by Distributor to the retailer. MBI's entire liability and  
Distributor's sole and exclusive remedy, as well as that of any retailer and  
Consumer, shall be replacement without charge of any Product Unit which proves  
defective within the ninety (90) day period.  
  
 9.3 The warranties set forth in paragraphs 9.1 and 9.2 of this Article  
9 shall also apply to any new versions of Products which Distributor distributes  
in accordance with the terms and conditions of this Agreement.  
  
 9.4 THE WARRANTIES CONTAINED IN PARAGRAPHS 9.1, 9.2 AND 9.3 OF THIS  
ARTICLE 9 ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED,  
INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A  
PARTICULAR PURPOSE. IN NO EVENT SHALL NMI BE LIABLE FOR DAMAGES, DIRECT OR  
INDIRECT, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY DISTRIBUTOR,  
ANY RETAILER, CONSUMER OR OTHER THIRD PARTY ARISING FROM BREACH OF WARRANTY OR  
BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL GROUND OF ACTION.  
  
 9.5 Distributor shall indemnify and hold MBI harmless from and against  
any claims, expenses, losses or damages arising out of or in connection with  
Distributor's distribution of Products.  
  
 ARTICLE 10  
 MBI DISTRIBUTOR NETWORK EXCLUSIVITY  
  
 10.1 MBI may introduce Distributor to members of the MBI Distributor  
Network to enable Distributor to sell Product directly to other MBI  
distributors.  
  
  
 5  
  
  
  
 10.2 In the event NMI introduces Distributor to members of the NMI  
Distributor Network, Distributor agrees it will not sell, attempt to sell,  
distribute or otherwise market any stored value card, including, but not limited  
to, debit cards, credit cards, ATM cards or telephone cards, to or through any  
member of the MBI Distributor Network or directly to or through any retailer for  
whom any MBI Distributor Network member serves as a distributor of stored value  
cards, except as provided herein or with the express written consent of MBI.  
  
 10.3 In addition to monetary damages or any other damages available at  
law, MBI shall be entitled to seek equitable relief, including injunction, to  
enforce the provisions of this article. In the event of such equitable  
enforcement, Distributor hereby waives any requirement that MBI post any bond or  
other collateral which would otherwise be required by any court in equity to  
permit entrance of equitable relief.  
  
 10.4 In any attempt to enforce the terms of this Article, the  
prevailing party shall be entitled to, and the losing party shall pay, the  
prevailing party's reasonable attorney's fees and costs.  
  
 10.5 The provisions of this article shall survive the termination of  
this Agreement for a period of 5 years.  
  
 ARTICLE 11  
 COMPLIANCE WITH LAWS  
  
 11.1 Distributor shall assure compliance with all applicable federal  
and state laws and regulations governing its operations.  
  
 ARTICLE 12  
 RENEWAL OF AGREEMENT AND TERMINATION  
  
 12.1 This Agreement shall be automatically renewed for one (1) year  
periods after the end of each one year term, unless either party gives written  
notice of non-renewal to the other at least 30 days prior to the end of their  
current term.  
  
 12.2 This Agreement shall be subject to termination at any time upon  
thirty (30) days written notice by either party hereto.  
  
 12.3 This Agreement shall be subject to immediate termination for good  
cause, at the election of MBI, by written notice to Distributor at any time in  
the event of any one or more of the following:  
  
 (a) Any illegal, unfair or deceptive business practices or  
unethical conduct whatsoever by Distributor, whether or not related to Products;  
  
 (b) A receiver, liquidator, trustee or like official is  
appointed for Distributor or any substantial portion of its property or if  
Distributor shall have filed or consented to any petition in bankruptcy or other  
insolvency proceedings or shall have made any assignment for the benefit of  
creditors;  
  
 (c) The nonpayment, within fifteen (15) days past the due  
date, of any financial obligation due from Distributor pursuant to Article 5  
hereof; or  
  
 (d) Any default by Distributor in the due observance or  
performance of any term or condition of this Agreement, other than that as  
specified in subparagraph (b), and such default shall have  
  
  
 6  
  
  
  
continued for a period of thirty (30) days after written notice specifying the  
same shall have been given by MBI to Distributor.  
  
 12.4 Termination shall not extinguish any of Distributor's obligations  
under this Agreement which by their terms continue after the date of  
termination, including, but not limited to, the confidentiality obligations  
under Article 8 above.  
  
 12.5 Termination shall not entitle Distributor to any compensation by  
NMI on any grounds whatsoever, including, but not limited to, lost profits, loss  
of goodwill, and consequential, direct, indirect, punitive or exemplary damages.  
  
 12.6 For a period of six (6) months after termination, Distributor  
shall have the right to sell off existing stock of Product for which full  
payment has been made.  
  
 ARTICLE 13  
 MISCELLANEOUS  
  
 13.1 SEVERABILITY. If any provision or portion of this Agreement shall  
become invalid or unenforceable for any reason, there shall be deemed to be made  
such minor changes in such provision or portion as are necessary to make it  
valid or enforceable. The invalidity or unenforceability of any provision or  
portion hereof shall not affect the validity or enforceability of the other  
provisions or portions hereof.  
  
 13.2 ENTIRE AGREEMENT. This Agreement, together with the attached  
schedules, contains the entire agreement between the parties with respect to the  
subject matter contained herein and supersedes any and all prior understandings  
or agreements between the parties, whether oral or in writing. Any warranty,  
representation, promise, or condition not incorporated herein shall not be  
binding upon either party. No modification, renewal, extension, or waiver of  
this Agreement or any of its provisions shall be binding unless made in writing  
and signed by the parties hereto.  
  
 13.3 INDEPENDENCE OF PARTIES. Nothing in this Agreement shall be  
construed as creating a partnership or joint venture between the parties or  
making Distributor an agent or employee of MBI. In all of its operations  
hereunder, Distributor shall be an independent contractor, shall conduct its  
business at its own cost and expense, and shall have no authority to make any  
representation or warranty on behalf of MBI.  
  
 13.4 GOVERNING LAW. This Agreement has been negotiated and prepared  
and will be performed in the United States, and the validity, construction and  
enforcement of, and the remedies under, this Agreement shall be governed in  
accordance with the laws of the United States and the state of Florida (except  
any choice of law provisions of United States and Florida law shall not apply if  
the law of a state or jurisdiction other than Florida would apply thereby),  
except as to copyright and trademark matters which shall be governed by the laws  
of the United States and any applicable international conventions.  
  
 13.5 VENUE. Venue of any action brought to interpret or enforce this  
agreement shall lie exclusively in the County of Sarasota, Florida, if the  
action is brought in the courts of the State of Florida; and if brought in the  
courts of the United States of America, in the Middle District of Florida, Tampa  
Division.  
  
 13.6 WAIVER. Failure or delay on the part of MBI or Distributor to  
exercise any right, power or privilege hereunder shall not operate as a waiver  
thereof, now shall any single or partial exercise of any right, power or  
privilege preclude any other or further exercise thereof.  
  
  
 7  
  
  
  
 13.7 NOTICES. All notices, requests, demands, or other communications  
which are required or may be given under this Agreement shall be in writing in  
the English language and shall be deemed to have been duly delivered if sent by  
first class registered or certified airmail, or by telex, facsimile or other  
electronic transmission (confirmed by first class registered or certified mail)  
and properly addressed to the appropriate party at the address set forth above,  
until changed by notice in writing by either party hereto to the other party. If  
sent by airmail, notice shall be effective fourteen (14) days from the date of  
deposit with the post office. If sent by electronic transmission, notice shall  
be effective one day after transmission.  
  
 13.8 ASSIGNMENT. This Agreement and all of the provisions hereof shall  
be binding upon and inure to the benefit of the parties hereto and their  
respective successors and permitted assigns, but neither this Agreement nor any  
of the rights, interests, or obligations hereunder shall be assigned by any  
party hereto without the prior written consent of the other party, nor is this  
Agreement intended to confer upon any other person except the parties hereto any  
rights or remedies hereunder.  
  
 13.9 ATTORNEY'S FEES. In any arbitration or litigation brought under  
this Agreement or relating to any alleged breach of this Agreement, the  
prevailing party shall be entitled to recover, in addition to all damages  
suffered, its reasonable attorney's fees and costs.  
  
  
  
 (The remainder of this page intentionally left blank.)  
  
  
 8  
  
  
  
 IN WITNESS WHEREOF, MBI and Distributor each has caused this Agreement  
to be executed on its behalf by its duly authorized officer.  
  
 XXXXXX BEAUMONT, INC.  
  
  
 BY: /S/  
 --------------------------------  
 AS ITS: VICE PRESIDENT  
 ----------------------------  
 DATE: 10-22-04  
 ------------------------------  
  
  
  
 URBAN NETWORKS, INC.  
  
  
 BY: /S/ XXXXXX XXXXXXX  
 --------------------------------  
 AS ITS: DIR. OF BUSINESS DEV.  
 ----------------------------  
 DATE: 10-22-04  
 ------------------------------  
  
  
 9  
  
  
  
 IN WITNESS WHEREOF, MBI and Distributor each has caused this Agreement  
to be executed on its behalf by its duly authorized officer.  
  
 XXXXXX BEAUMONT, INC.  
  
  
 BY: /S/  
 --------------------------------  
 AS ITS: VICE PRESIDENT  
 ----------------------------  
 DATE: 10-22-04  
 ------------------------------  
  
  
  
 URBAN NETWORKS, INC.  
  
  
 BY: /S/  
 --------------------------------  
 AS ITS: PUBLISHER/CEO  
 ----------------------------  
 DATE: 10-22-04  
 ------------------------------  
  
  
 10