EXHIBIT 8.1.1.  
  
 STORED VALUE CARD  
 DISTRIBUTION AGREEMENT  
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 THIS AGREEMENT is entered into this 26th day of November, 2004, by and  
between Xxxxxx Beaumont, Inc. ("MBI"), 0000 Xxxxxxxxx Xxxxx, Xxxxx 000,  
Xxxxxxxx, Xxxxxxx 00000, and \_\_\_\_\_\_\_\_\_\_\_\_, ("Distributor"),  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_, California.  
  
 ARTICLE 1  
 DISTRIBUTORS  
  
 1.1 "Product": Echex Private labeled Non-Hologram Stored Value Card-ATM  
Card, or  
  
 1.2 Echex Private label Hologram Stored Value Card-ATM Card.  
  
 1.3 "Product Unit": 1 card "J Hook" package containing PIN based  
non-hologram stored value card to which cash can be added at retail locations.  
Retail packaging to include a "Take One" application for a 1 card hologram card  
upgrade.  
  
 1.4 "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.  
  
  
 1.5 "Distributor's Retail Network": Retailers of Product Units bound by  
a distribution agreement with Distributor and selling to the end user of the  
Product.  
  
 ARTICLE 2  
 GRANT OF DISTRIBUTORSHIP  
  
 2.1 MBI hereby grants Distributor and Distributor accepts for a term of  
three year from the date hereof ("Term"), the non-exclusive 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 appears to establish an adequate retail network, consistent with  
good business ethics and in a manner that will reflect favorably on MBI and on  
the goodwill and reputation of MBI.  
  
 2.3 Distributor will maintain sufficient Product inventory to allow  
fulfillment of any reasonable order from a retailer in Distributor's Retail  
Network within 24 hours of receipt of the order.  
  
 ARTICLE 3  
 DISTRIBUTOR REQUIREMENTS  
  
 3.1 Launch no less than 10,000 point of sale retail locations. Each  
retail location shall be required to execute the Xxxxxx Beaumont Stored Value  
Card System Service Agreement and abide by the terms set forth in the Agreement.  
This Service Agreement Shall allow the retail location to become part of the  
Xxxxxx Beaumont Stored Value Card System, permitting the retailer to participate  
in a "risk pool" of funds established to cover the potential loss of consumer  
load funds. This shall also provide for an "instant load" of consumer funds to  
their Pre- Paid Product.  
  
  
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 3.2 Purchase at least 25,000 Product Units within 30 days of the date  
of association approval and an additional 200,000 Product Units annually  
throughout the Term and any renewal terms hereof.  
  
 3.3 Provide retailers with information regarding the Stored Value Card  
System and with set up, training and implementation of the Stored Value Card  
System at Distributor's cost.  
  
 3.4 Provide reasonable assistance to MBI in the implementation of the  
necessary products and services to support the Product.  
  
 3.5 Provide advertising materials to the Distributor's Retail Network  
promoting the Product.  
  
 3.6 Establish specifications for a launch plan for distribution of the  
Product and inform MBI of the identity of Distributor's team leader responsible  
for the launch of the distribution plan and the implementation of the Stored  
Value Card System throughout Distributor's Retail Network.  
  
 3.7 Distributor acknowledges that implementation of the Stored Value  
Card System throughout Distributor's Retail Network will require significant  
involvement by Distributor's technical personnel. To implement the Stored Value  
Card System Distributor shall:  
  
 (a) Define and implement a plan for the trial testing and  
loading of the Product, including a timeline and anticipated dates of  
implementation.  
  
 (b) Provide appropriate information to all Distributors sales  
agents and independent representatives sufficient for the sales agents and  
independent representatives to market the Product.  
  
 3.8 The Card Association and Issuing Bank will require that the  
Distributor become an ISO. Distributor will provide all requested documentation  
for the due-diligence process. Distributor shall be responsible for the Fraud  
Reserve Account to be deposited at the request of the Issuing Bank.  
  
 ARTICLE 4  
 MBI REQUIREMENTS  
  
 4.1 Deliver Product Units to Distributor as required by Distributor and  
as provided herein. Xxxxxx Beaumont will grant the Distributor exclusive rights  
to distribute the product as defined in attachment A of this agreement, to a  
list of customers and territories to be provided in writing by Distributor, as  
an addendum or attachment to the contract within 30 days of the effective date  
of the contract. The Distributor acknowledges that Xxxxxx Beaumont has existing  
customers who market similar products to a similar demographic, and to that  
extent can not grant exclusivity to the distributor for those customers or  
territories.  
  
 4.2 Provide basic telephone support and customer service 24/7 365 to  
end-users of the Product. Distributor may request that MBI provide additional  
technical support to retailers, with pricing of such additional support to be  
determined by MBI based upon the specific nature and time intensity of the  
support requested. Retailer support will be available M-F from 9am to 6pm EST.  
  
 4.3 Provide Distributor necessary software tools to load the Stored  
Value Card System on compatible hardware owned or leased by the retailer.  
  
  
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 4.4 Direct customers of Distributor's Retail Network to local  
participating retailers in Distributor's Retail Network.  
  
 4.5 Provide Distributor with up to five days of training for  
Distributor's sales staff on set up and implementation of the Stored Value Card  
System. Training will consist of:  
  
 (a) Providing 5 Product Units to Distributor for training and  
testing purposes.  
  
 (b) Work with Distributor's staff during the Product launch  
and Stored Value Card System implementation to assist Distributor's staff in  
gaining an adequate understanding of the Product and the Stored Value Card  
System.  
  
 a. Upon test completion of the generic Stored Value Visa/Master  
 Card ATM assure that it is functioning as intended, the design  
 of the Echex' Private Label Stored Value Visa/Master ATM Card  
 product will to go for approval. The approval process takes  
 approximately 6 to 12 weeks.  
  
 b. Distributor to provide design and development input for all  
 card, and marketing collateral art work. All collateral must  
 be submitted for approval by the licensing Card Association  
 prior. No marketing collateral may be used to market, sell or  
 promote Product without approval of the Card Association.  
  
 c. Provide training in the areas of transaction, reporting and  
 other operating procedures.  
  
 4.6 Upon the completion of training, MBI shall test the Product as  
purchased through a Distributor's Retail Network retailer to ensure proper  
functioning of the Stored Value Card System as implemented in Distributor's  
Retail Network.  
  
 ARTICLE 5  
 ORDERS AND PRICING:  
  
 5.1 Pricing will be dependant on Product and Card program, and will be  
defined in Exhibit A of this Agreement.  
  
 Pricing is based on a minimum order of 25,000 units. Orders of less  
than 10,000 units will be priced per MBI's standard small order pricing, as  
adjusted by MBI from time to time. All orders will require a non refundable  
deposit equal to 25% of the purchase price as listed on the purchase order.  
  
 5.2 As this is a private label product MSRP will be set by Echex.  
  
 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 All shipments of Product will by F.O.B. Origin and shall be  
invoiced upon shipment. Each Invoice shall be due and payable to MBI within 30  
days of the date of the invoice.  
  
 5.5 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.  
  
  
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 5.6 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 MBI. 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:  
  
 6.2 No Commission for any load fee shall be deemed earned until 100% of  
the cash load and load fee have been paid by the retailer selling the Product  
load into the retailer's MBI service account and such funds have been swept into  
an account owned and controlled by MBI (the "MBI Sweep"). MBI will not activate  
any load on any Product until such time as the MBI Sweep has occurred.  
  
 6.3 Commissions shall be paid within 15 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.  
  
 6.4 Distributor shall be responsible for any commissions or other  
payments to sales personnel in Distributors company, or Independent Sales  
Organizations used by Distributor to place Product Units in the retail channel,  
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 retailer in Distributor's  
Retail Network for non-payment of any commission or fee due to the retailer from  
sales or service of the Product. MBI Shall provide reporting necessary for  
Distributor to gather sales information regarding Product Unit sales so that  
Distributor can calculate commission payments.  
  
 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.  
  
 7.2 Distributor shall have no rights to duplicate, translate,  
decompile, reverse engineer, or adapt Products without MBI's prior written  
consent.  
  
 7.3 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.  
  
 7.4 Distributor and MBI shall not attempt to register any of there  
trademarks, company names, or trade names without written permission, nor shall  
Distributor or MBI attempt to develop any products which contain the "look and  
feel" of any Products, or of the Stored Value Card System.  
  
  
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 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 and MBI 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 end user or that Products are error-free. However,  
MBI does warrant that Products will operate substantially in accordance with the  
user documentation. MBI shall further make reasonable efforts to correct any  
significant reproducible error in Products or in the Stored Value Card System  
for which MBI 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  
in 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 end  
user, 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 MBI BE LIABLE FOR DAMAGES, DIRECT OR  
INDIRECT, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY DISTRIBUTOR,  
ANY RETAILER, END USER OR OTHER THIRD PARTY ARISING FROM BREACH OF WARRANTY OR  
BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL GROUND OF ACTION.  
  
 9.5 Distributor and MBI shall indemnify and hold each other harmless  
from and against any claims, expenses, losses or damages arising out of or in  
connection with Distributor's distribution of Products.  
  
  
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 ARTICLE 10  
 COMPLIANCE WITH LAWS  
  
 10.1 Distributor and MBI shall assure compliance with all applicable  
federal and state laws and regulations governing its operations.  
  
 ARTICLE 11  
 RENEWAL OF AGREEMENT AND TERMINATION  
  
 11.1 This Agreement shall be automatically renewed for one (3) year  
periods after the end of each three 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.  
  
 11.2 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 continued for a  
period of thirty (30) days after written notice specifying the same shall have  
been given by MBI to Distributor.  
  
 11.3 Termination shall not extinguish any of Distributor's or MBI'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.  
  
 11.4 Termination shall not entitle Distributor to any compensation by  
MBI on any grounds whatsoever, including, but not limited to, lost profits, loss  
of goodwill, and consequential, direct, indirect, punitive or exemplary damages.  
  
 11.5 For a period of six (6) months after termination, Distributor  
shall have the right to sell off existing stock of Products for which full  
payment has been made.  
  
  
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 ARTICLE 12  
 MISCELLANEOUS  
  
 12.1 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.  
  
 12.2 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.  
  
 12.3 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.  
  
 12.4 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.  
  
 12.5 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.  
  
 12.6 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.  
  
 12.7 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.  
  
 12.8 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.  
  
  
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 12.9 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.  
  
  
 IN WITNESS WHEREOF, MBI and Distributor each has caused this Agreement  
to be executed on its behalf by its duly authorized officer.  
  
  
 MBI, INC.  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 As its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
 ECHEX, INC.  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 As its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
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 EXHIBIT A  
  
1. Card Program Definition and detail. Terms of purchase outlined in  
 Article 5 of the Agreement.  
  
 a. Retail Debit Card  
  
 i. Single Debit card product with pre paid upgrade  
 Hologram Certificate and includes bin fee, plastic,  
 card printing and embossing, ID verification (  
 Patriot act compliance) dose not include retail  
 packaging, card carriers, T& C information or any  
 other literature as required by the distributor.  
  
 b. Hologram Stored Value Card Payroll Card, 2 card set  
  
Pricing and transaction fees do not apply to a payroll card product. This will  
be covered in an addendum to this contract  
  
MBI and the distributor will to the best of there ability negotiate volume  
discounts on all transaction fees where applicable with the bank and its  
processor.  
  
  
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