Exhibit 8.1.1  
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 STORED VALUE CARD  
 DISTRIBUTION AGREEMENT  
  
  
 THIS AGREEMENT is entered into this 19th day of May, 2005, by and  
between Xxxxxx Xxxxxxxxx, Inc. ("MBI"), 0000 00xx Xxxxxx Xxxx, Xxxxx 000,  
Xxxxxxxx, Xxxxxxx 00000, and Virtual Card Services. LLC, ("Distributor"), 0000  
Xxxxxxx Xx. Xxxxx 000, Xxx Xxxxx, XX 00000.  
  
 ARTICLE 1  
 DISTRIBUTORS  
  
 1.1 "Product": MBI Non-Hologram Stored Value Card-ATM Card upgradeable  
by the end user to a Hologram Stored Value Card-ATM Card.  
  
 1.2 "Product Unit": 1 Non-hologram card and 1 Hologram card in a  
non-retail package, (payroll style envelope with Terms and Conditions, card  
carrier and PIN card) to which cash can be added at retail locations, to be  
shipped directly to the consumer, or to the retail business that will sell to  
the consumer.  
  
 1.3 "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.  
  
 1.4 "Manufacturer's Suggested Retail Price" ("MSRP"): The price of the  
Product Units in United States Dollars, as set forth herein. MBI may change the  
MSRP of any Product Unit from time to time. Any change to the MSRP of any  
Product Unit will take effect upon 30 days prior written notice to Distributor.  
  
 1.5 "Distributors "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 two years from the date hereof ("Term"), the exclusive right to distribute  
Products to Distributors database of sub prime consumers ("Consumers") and  
automobile dealerships ("Dealers") in the United States of America, subject to  
the terms and conditions of this Agreement.  
  
 2.2 Distributor shall use its reasonable efforts to achieve maximum  
sales of Products and 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 provide sufficient consumer information in a file  
format agreed to by both parties, or retail store information to allow  
fulfillment of a reasonable order from a Consumer or Dealer in Distributor's  
Retail Network within 24 hours of receipt of the order.  
  
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 ARTICLE 3  
 DISTRIBUTOR RESPONSIBLITIES  
  
 3.1 Develop distribution in motor vehicle dealership locations that  
represent the "Sire Network".  
  
 3.2 Distributor anticipates purchasing at least 100,000 Product Units  
annually throughout the term of this Agreement and any renewal term hereof.  
  
 3.3 Provide Dealers with information regarding the Stored Value Card  
System and set up, training and implementation of the Stored Value Card System.  
  
 3.4 Provide Dealers a purchase or lease program for the hardware  
necessary to implement the Stored Value Card System for Dealers not having  
hardware compatible with the Stored Value Card System.  
  
 3.5 Provide reasonable assistance to MBI in the implementation of the  
necessary products and services to support the Product.  
  
 3.6 Provide advertising materials to the Distributor's Retail Network  
promoting the Product.  
  
 3.7 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.  
  
 3.8 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.  
  
  
 ARTICLE 4  
 MBI REQUIREMENTS  
  
 4.1 Deliver Product Units to Consumers or Dealers as required by  
Distributor and as provided herein.  
  
 4.2 Provide basic telephone support and customer service to end-users  
of the Product. Distributor may request that MBI provide additional technical  
support to Dealers, with pricing of such additional support to be determined by  
MBI based upon the specific nature and time intensity of the support requested.  
  
 4.3 Provide Distributor necessary software tools to load the Stored  
Value Card System on compatible hardware owned or leased by Dealers.  
  
  
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 4.4 Direct customers of Distributor's Retail Network to local  
participating Dealers 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.  
  
 (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 The Price per Product Unit is:  
  
 (a) 1 ATM Card Product Unit: $3.00;  
  
 (b) 1 ATM Card and 1 Hologram Card Product Unit: $5.00;  
  
 (c) 2 ATM Card Product Unit: $3.50.  
  
 The above pricing is based on anticipated purchase of a minimum of  
100,000 units annually. Orders of less than 50,000 units will be priced per  
MBI's standard small order pricing, as adjusted by MBI from time to time.  
  
 5.2 The Manufacturer's Suggested Retail Price (MSRP) of the all  
Product Units will be established and agreed to by both parties. The MSRP for  
the Product Units may be adjusted from time to time as deemed necessary by both  
parties.  
  
 5.3 MBl 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., and shall be invoiced  
upon receipt of the data file with consumer names and addresses. Each Invoice  
shall be due and payable to MBI within thirty days of receipt 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  
l.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 private label  
card developed by the Distributor or new version of the Product offered by MBI,  
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.  
  
 5.7 In the event Distributor desires the assistance of MBI's technical  
personnel in implementation of the Stored Value Card System or any upgrade  
thereto, including the development of any software to increase the Stored Value  
Card System's compatibility with the existing hardware in Distributor's Retail  
Network, such assistance shall be provided pursuant to a separate agreement and  
at pricing to then be determined by MBI.  
  
 ARTICLE 6  
 COMMISSIONS:  
  
 6.1 MBI shall pay the following commissions to Distributor:  
  
 (a) $x.xx out of each load fee collected by MBI from a load of  
cash onto any Product purchased at any Dealer in Distributor's Retail Network.  
  
 (b) $x.xx out of each monthly fee collected by MBI from any  
monthly fee due for any Product Unit purchased from a Dealer in Distributor's  
Retail Network.  
  
 (c) 50% of the net profit of all transaction fees charged to  
Consumers.  
  
 No commissions for any load or transaction fee shall be deemed  
 earned until 100% of the cash load, load fee, or transaction  
 fee has been paid by the Dealers selling the Product load into  
 the Dealer'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.  
  
 6.2 Distributor and Company shall each place $5,000 into a fraud  
reserve account from which funds to recover all fraudulent activity will be  
drawn. The total amount of this account shall be $10,000 for the initial launch  
of the program, and may be adjusted from time to time based on the volume of  
fraudulent activity observed. If Distributor elects to create a private label,  
then Distributor shall not be required to contribute any additional funds to the  
Reserve fund.  
  
 6.2 Commissions shall be paid 30 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 Dealers in Distributor's Retail 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 Dealer in Distributor's Retail Network for  
non-payment of any commission or fee due to the Dealer from sales or service of  
the Product.  
  
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 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. In the event MBI did nor, or does not  
have all the required approvals, and is required to remove from the marketplace  
all material already installed, then MBI shall reimburse Distributor for it's  
total cost of all material Distributor returns to MBI or full cost of having to  
replace material Distributor previously installed in the market place. MBI  
represents to Distributor there are no known copyright, patent, xxxx work,  
trademark or other claims existing or threatened concerning the Products. MBI  
shall indemnify and hold Distributor harmless from and against any claims,  
expenses, losses or damages arising out of or in connection with any copyright,  
patent, xxxx work, trademark or other claim concerning the Products.  
  
 7.2 Distributor shall have no rights to duplicate, translate,  
decompile, reverse engineer, or adapt Products without MBI's prior written  
consent. Notwithstanding the foregoing, Distributor shall not be precluded from  
using or creating similar Products.  
  
 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 shall not attempt to register any of MBI's trademarks,  
company names, or trade names without MBI's written permission.  
  
 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 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 Stared 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.  
  
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 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 Consumers or Dealers. MBI's entire liability and  
Distributor's sole and exclusive remedy, as well as that of any Dealer 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 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  
 COMPLIANCE WITH LAWS  
  
 10.1 Distributor 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 (1) year  
periods after the end of the initial 2 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 termination at any time upon  
thirty (30) days written notice by either party hereto.  
  
 11.3 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;  
  
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 (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.  
  
 11.4 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.  
  
 11.5 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.  
  
 11.6 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.  
  
 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;  
  
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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.  
  
 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.  
  
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 IN WITNESS WHEREOF, MBT and Distributor EACH HAS caused this Agreement  
to be executed on its behalf by its duly authorized officer.  
  
  
VIRTUAL CARD SERVICES, LLC MBI, INC.  
  
/S/ By: /S/  
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5/25/05 As its: CEO  
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 Date: 5/25/05  
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 Distributor  
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 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 As its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
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 EXHIBIT A  
 PROGRAM DESCRIPTION  
  
1. This Distribution Agreement shall be an exclusive agreement between the  
 parties. MBI shall not enter into any other Agreement whereby a  
 distributor shall use mass mail marketing programs to the automotive  
 industry.  
  
2. Distributor shall assist MBI in reporting a consumer use of the  
 Products loaded on the SIRE Network to Equifax Credit Reporting Agency.  
 The Distributor shall set an appropriate monthly fee for this reporting  
 activity, and shall charge the Consumers card each month for the fee.  
 Each party hereto will each receive 50% of the net profit of the  
 consumer fee.  
  
3. Distributor shall capture the consumer name, address, and social  
 security number from each consumer wishing to purchase a Product Unit  
 from the mass mailing marketing program. Distributor shall send a file  
 in a secure manner with this information in. a format agreed to by both  
 parties each day. MBI shall fulfill the consumer orders directly to the  
 consumer via U.S Mail.  
  
4. Each Dealer shall be required to become a load station on the SIRE  
 Network, and shall use an approved hardware device to transmit the  
 name, address, and social security number for each Consumer receiving a  
 Product Unit, prior to giving the Product to the Consumer. If the  
 Consumer is also ordering a Hologram card, this information will be  
 conveyed to MBI in a file format agreed to by both parties so  
 fulfillment of the Hologram Card Product directly to the Consumer can  
 be handled by MBI. Distributor shall provide the name and address of  
 the Dealer with an order for Product Units so MBI can ship Product  
 Units directly to the Dealer.