

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

CUSTOM BRANDED NETWORKS, INC.

(Exact name of Registrant as specified in its charter)

NEVADA
(State or other jurisdiction of
incorporation or organization)

91-1975651
(IRS Employer
Identification No.)

821 E. 29TH
NORTH VANCOUVER, B.C. V7K 1B6
(Address of Principal Executive Offices, including ZIP Code)

CONSULTING AGREEMENTS
(Full title of the plan)

GARY R. HENRIE
10616 EAGLE NEST STREET
LAS VEGAS, NEVADA 89141
(Name and address of agent for service)

(702) 616-3093
(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
<S> ..001 par value	<C> 1,500,000	<C> \$ 0.019(1)	<C> \$ 285,300.00	<C> \$ 33.54
Totals	1,500,000		\$ 285,300.00	\$ 33.54

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(1) This calculation is made solely for the purposes of determining the registration fee pursuant to the provisions of Rule 457(c) under the Securities Act of 1933, as amended, and is calculated on the basis of the last sale of the common stock reported on the OTC Bulletin Board as of January 26, 2005, a date within five business days prior to the filing of this registration statement.

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PROSPECTUS

CUSTOM BRANDED NETWORKS, INC.

1,500,000 Shares Of Common Stock

This prospectus relates to the offer and sale by Custom Branded Networks, Inc., a Nevada corporation ("Company"), of shares of its \$.001 par value per share common stock to certain and outside consultants (the "Consultants") pursuant to the Consulting Agreements for Consultants (the "Agreements"). Pursuant to the Agreements, in payment for services rendered, the Company is registering hereunder and then issuing to the Consultants, 1,500,000 shares of common stock.

The common stock is not subject to any restriction on transferability, except with respect to resale restrictions applicable to shares of our common stock that are delivered to Consultants that are deemed to be our affiliates. Recipients of shares other than persons who are "affiliates" of Company within the meaning of the Securities Act of 1933 (the "Act") may sell all or part of the shares in any way permitted by law, including sales in the over-the-counter market at prices prevailing at the time of such sale. An affiliate is summarily, any director, executive officer or controlling shareholder of the Company or any one of its subsidiaries. An "affiliate" of Company is subject to Section 16(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). If a Consultant who is not now an "affiliate" becomes an "affiliate" in the future, he/she would then be subject to Section 16(b) of the Exchange Act. The common stock is traded on the OTC Bulletin Board under the symbol "IFPG."

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE
SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION
PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY
REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is January 27, 2005

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This prospectus is part of a registration statement which was filed and became effective under the Securities Act of 1933, as amended (the "Securities Act"), and does not contain all of the information set forth in the registration statement, certain portions of which have been omitted pursuant to the rules and regulations promulgated by the U.S. Securities and Exchange Commission (the "Commission") under the Securities Act. The statements in this prospectus as to the contents of any contracts or other documents filed as an exhibit to either the registration statement or other filings by the Company with the Commission are qualified in their entirety by the reference thereto.

A copy of any document or part thereof incorporated by reference in this prospectus but not delivered herewith will be furnished without charge upon written or oral request. Requests should be addressed to: Paul G. Carter, chief executive officer, 821 E. 29th, North Vancouver, B.C. V7K 1B6. The Company's telephone number is (604) 904-6949.

Company is subject to the reporting requirements of the Exchange Act and in accordance therewith files reports and other information with the Commission. These reports, as well as the proxy statements, information statements and other information filed by the Company under the Exchange Act may be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W. Washington D.C. 20549.

No person has been authorized to give any information or to make any representation, other than those contained in this prospectus, and, if given or made, such other information or representation must not be relied upon as having been authorized by the Company. This prospectus does not constitute an offer or a solicitation by anyone in any state in which such is not authorized or in which the person making such is not qualified or to any person to whom it is unlawful to make an offer or solicitation.

Neither the delivery of this prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has not been a change in the affairs of the Company since the date hereof.

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PART 1
INFORMATION REQUIRED IN THE SECTION 10(A)
PROSPECTUS

ITEM 1. AGREEMENTS INFORMATION.

THE COMPANY

The Company has its principal executive offices at 821 E. 29th, North Vancouver, B.C. V7K 1B6. The Company's telephone number is (604) 904-6949.

PURPOSE

The Company will issue common stock to certain consultants pursuant to consulting agreements entered into between these consultants and the Company which have been approved by the Board of Directors of the Company. The Agreements are intended to provide a method whereby the Company may be stimulated by the personal involvement of the Consultants in our future prosperity, thereby advancing the interests of the Company, and all of our shareholders. A copy of the Agreements has been filed as an exhibit to this registration statement.

COMMON STOCK

The Board has authorized the issuance of up to 1,500,000 shares of the common stock to the persons covered by the Agreements upon effectiveness of this registration statement.

THE CONSULTANTS

The Company relies on a variety of outside or independent consultants for a variety of services from time to time. In exchange for consulting services that benefit us, we anticipate entering into agreements whereby our Consultants agree to provide their expertise and advice to the Company for the purposes set forth in their consulting agreements and we intend to compensate them for their services under the terms of the Agreements by delivering shares of our common stock to them in lieu of cash compensation.

NO RESTRICTIONS ON TRANSFER

The Consultants will become the record and beneficial owners of the shares of common stock upon issuance and delivery and are entitled to all of the rights of ownership, including the right to vote any shares awarded and to receive ordinary cash dividends on the common stock.

TAX TREATMENT TO THE CONSULTANTS

The common stock is not qualified under Section 401(a) of the Internal Revenue Code. The Consultants, therefore, will be required for federal income tax purposes to recognize compensation during the taxable year of issuance unless the shares are subject to a substantial risk of forfeiture.

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Accordingly, absent

a specific contractual provision to the contrary, the Consultants will receive compensation taxable at ordinary rates equal to the fair market value of the shares on the date of receipt since there will be no substantial risk of forfeiture or other restrictions on transfer. The Consultants are urged to consult each of their tax advisors on this matter. Further, if any recipient is an "affiliate," Section 16(b) of the Exchange Act is applicable and will affect the issue of taxation.

TAX TREATMENT TO THE COMPANY

The amount of income recognized by any recipient hereunder in accordance with the foregoing discussion will be a tax deductible expense by the Company for federal income tax purposes in the taxable year of the Company during which the recipient recognizes income.

RESTRICTIONS ON REALES

In the event that an affiliate of the Company acquires shares of common stock hereunder, the affiliate will be subject to Section 16(b) of the Exchange Act. Further, in the event that any affiliate acquiring shares hereunder has sold or sells any shares of common stock in the six months preceding or following the receipt of shares hereunder, any so called "profit," as computed under Section 16(b) of the Exchange Act, would be required to be disgorged from the recipient to the Company. Services rendered have been recognized as valid consideration for the "purchase" of shares in connection with the "profit" computation under Section 16(b) of the Exchange Act. The Company has agreed that for the purpose of any "profit" computation under Section 16(b) of the Exchange Act, the price paid for the common stock issued to affiliates is equal to the value of services rendered. Shares of common stock acquired hereunder by persons

other than affiliates are not subject to Section 16(b) of the Exchange Act.

ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION

Not Applicable.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed with the Securities and Exchange Commission (the "Commission") by Custom Branded Networks, Inc., a Nevada corporation, are incorporated herein by reference:

(a) The Company's latest Annual Report on Form 10-KSB for the year ended June 30, 2004, filed with the Securities and Exchange Commission on October 13, 2004;

(b) The reports of the Company filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") since the fiscal year ended June 30, 2004;

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(c) All other documents filed by the Company after the date of this Registration Statement pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to this Registration Statement which de-registers all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing such documents.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Gary R. Henrie, Esq., of the law office of Gary R. Henrie, Attorney at Law, has provided legal services and advice to the Company in connection with a variety of corporate and securities matters, including the registrant's compliance with the periodic reporting requirements of the Securities Exchange Act of 1934, and advice on a variety of matters. His entire relationship with us has been as legal counsel, and there are no arrangements or understandings which would in any way cause him to be deemed an affiliate of the Company.

ITEM 6. INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS;
INSURANCE.

Section 78.7502 of the Nevada Revised Statutes provides:

Discretionary and mandatory indemnification of officers, directors, employees and agents: General provisions.

1. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

2. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to

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procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of

the corporation, or is serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections 1 and 2, or in defense of any claim, issue or matter therein, the corporation shall indemnify him against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

The foregoing indemnification provisions are broad enough to encompass certain liabilities of directors and officers of Company under the Securities and Exchange Act of 1933.

INSOFAR AS INDEMNIFICATION FOR LIABILITIES OCCURRING PURSUANT TO THE PROVISIONS OF THE SECURITIES ACT OF 1933 MAY BE PERMITTED AS TO DIRECTORS, OFFICERS, OR PERSONS CONTROLLING THE COMPANY PURSUANT TO THE FOREGOING PROVISIONS, THE COMPANY HAS BEEN INFORMED THAT IN THE OPINION OF THE SECURITIES AND EXCHANGE COMMISSION, SUCH INDEMNIFICATION IS AGAINST PUBLIC POLICY AS EXPRESSED IN THAT ACT AND, THEREFORE, IS UNENFORCEABLE.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

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ITEM 8. EXHIBITS.

(a) The following exhibits are filed as part of this registration statement pursuant to Item 601 of the Regulation S-K and are specifically incorporated herein by this reference:

Exhibit No.	Title
5.1	Legal opinion of Gary R. Henrie, Esq.
10.1	Consulting Agreement (Walter Doyle)
10.2	Consulting Agreement (Sanjeev Pamnani)
10.3	Consulting Agreement (Seth Shaw)
23.1	Consent of Gary R. Henrie, Esq. (Exhibit 5.1)
23.2	Consent of Morgan & Company, Independent Chartered Accountants

ITEM 9. UNDERTAKINGS.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to:

(i) include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represents a fundamental change in the information set forth in the registration statement;

(iii) include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement.

Provided, however, that paragraphs (1)(i) and (1)(ii) shall not apply if the information required to be included in a post-effective amendment by those paragraphs is incorporated by reference from periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability pursuant to the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the

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securities offered therein, and the offering of such securities offered at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) To deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X is not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

(5) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of registrant pursuant to the foregoing provisions, or otherwise, registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by registrant of expenses incurred or paid by a director, officer or controlling person of registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of registrant's annual report pursuant to Section 13(a) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned thereunto duly

authorized in North Vancouver, B.C. on this 27th day of January, 2005.

CUSTOM BRANDED NETWORKS, INC.
(Registrant)

/s/ Paul G. Carter

Paul G. Carter
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

SIGNATURES	TITLE	DATE
/s/ Paul G. Carter		
_____ Paul G. Carter	Principal Executive Officer	January 24, 2005
	Principal Financial Officer	
	Principal Accounting Officer	
	Director	

INDEX TO EXHIBITS

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Gary R. Henrie Attorney at Law

1688 E. 1460 N.
Logan, Utah 84341

Telephone: (702) 616-3093
Facsimile: (435) 753-1775
E-mail: grhlaw@comcast.net

January 26, 2005

Board of Directors
Custom Branded Internet, Inc.
821 E. 29th
North Vancouver, B.C. V7K 1B6

Re: 1,500,000 Shares Common Stock \$.001 Par Value
Form S-8 Registration Statement

Ladies and Gentlemen:

As special securities counsel for Custom Branded Networks, Inc., a Nevada corporation (the "Company"), you have requested my opinion in connection with the preparation and filing with the United States Securities and Exchange Commission of a Registration Statement on Form S-8 (the "Registration Statement") registering 1,500,000 shares of the Company's common stock, \$.001 par value per share, for issuance pursuant to certain Consulting Agreements (the "Agreements?"), which are attached to the Registration Statement as exhibits. The contents of the Registration Statement, with exhibits thereto, are hereby incorporated by reference.

I have examined such records and documents and made such examination of law as I have deemed relevant in connection with this opinion. Based on the foregoing, and subject to the caveat identified below, I am of the opinion that the 1,500,000 shares covered by said Registration Statement, when issued in accordance with the terms of the Agreements and the Prospectus forming a part of the Registration Statement, will be legally issued, fully-paid and non-assessable. Moreover, my opinion is limited to the due issuance of such shares covered by the Registration Statement and the Agreements that are issued for services deemed to be permissible pursuant to SEC Release No. 33-7647 (February 25, 1999).

I hereby consent to the filing of this opinion as an exhibit to the above-referenced Registration Statement.

Sincerely,

/s/ Gary R. Henrie
Gary R. Henrie

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is entered into and effective as of the 24th day of January, 2005 by and between Walter Doyle (the "Consultant"), and CUSTOM BRANDED NETWORKS, INC., a Nevada corporation ("CBNK").

RECITALS

A. CBNK desires to engage the services of the Consultant with respect to the business development of CBNK.

B. The Consultant desires to provide such services to CBNK as a contractor pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree as follows:

AGREEMENT

1. Term of Agreement. This Agreement shall be for a term of three months and shall be renewable for three month terms as agreed to between the parties.

2. Duties of Consultant. During the term of this Agreement, Consultant shall provide business consulting services to CBNK as directed by the board of directors of CBNK from time to time. Consultant's services shall include research into prospective business venues that may be beneficial to the Company, seeking out such business opportunities and the making of introductions and any and all other business consultations on matters that may be of intrinsic value to the Company in developing and promoting the business enterprises of the Company.

3. Devotion to Duty. Consultant agrees to devote such time as is reasonable on an "as needed" basis with respect to the consulting services. Consultant is free to represent or perform services for other clients, provided it does not interfere with the duties contained in this Agreement.

4. Compensation. In consideration of entering into this Agreement, CBNK shall issue to Consultant a total of 550,000 shares of CBNK's common stock which shares are fully paid upon the execution hereof and the binding of the Consultant to the obligations herein. CBNK agrees that prior to being issued the shares will be registered on Form S-8 with the Securities and Exchange Commission and will therefore be unrestricted shares in the hands of the Consultant.

5. Nondisclosure of Information. Consultant agrees that it will not at any time, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation, in any manner whatsoever, any information of any kind, nature or description concerning any matters affecting or relating to the business of CBNK.

6. Assignment of Agreement. Due to the personal nature of the services to be rendered by the Consultant, this Agreement may not be assigned by the Consultant without the prior written consent of CBNK.

7. Prohibited Activities. Consulting services provided under this agreement shall not include:

- - services in connection with the offer or sale of securities in a capital-raising transaction;
- - services that directly or indirectly promote or maintain a market for the securities of CBNK including without limitation the dissemination of information that reasonably may be expected to sustain or raise or otherwise influence the price of the securities;
- - services providing investor relations or shareholder communications;
- - consultation on mergers that take a private company public;
- - consultation in connection with financing that involves any securities issuance, whether equity or debt.

8. Co-operation of Parties. The parties further agree that they will do all things necessary to accomplish and facilitate the purpose of this Agreement and that they will sign and execute any and all documents necessary to bring about and perfect the purposes of this Agreement.

9. Interpretation of Agreement. The parties agree that should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing such provisions or any part of or the entire Agreement in favor of or against any party herein, but rather by construing the terms of this Agreement fairly and reasonably in accordance with their generally accepted meaning.

10. Modification of Agreement. This Agreement may be amended or modified in any way and at any time by an instrument in writing, signed by each of the parties hereto, stating the manner in which it is amended or modified. Any such writing amending or modifying of this Agreement shall be attached to and kept with this Agreement.

11. Legal Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of the Agreement, the successful or prevailing party shall be entitled to recover reasonable legal fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

12. Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the parties hereto with respect to the matters herein set forth, and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and cancelled by this Agreement.

13. Counterparts. This Agreement may be signed in one or more counterparts.

14. Facsimile Transmission Signatures. A signature received pursuant to a facsimile transmission shall be sufficient to bind a party to this Agreement.

15. Recitals. The recitals set forth in the forepart of this document are incorporated herein by this reference and are made a part hereof as though fully set forth herein.

DATED effective this 24th day of January, 2005.

CUSTOM BRANDED NETWORKS, INC. Consultant

/s/ Paul G. Carter

/s/ Walter Doyle

Paul G. Carter, President

Walter Doyle

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is entered into and effective as of the 24th day of January, 2005 by and between Sanjeev Pamnani (the "Consultant"), and CUSTOM BRANDED NETWORKS, INC., a Nevada corporation ("CBNK").

RECITALS

A. CBNK desires to engage the services of the Consultant with respect to the business development of CBNK.

B. The Consultant desires to provide such services to CBNK as a contractor pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree as follows:

AGREEMENT

1. Term of Agreement. This Agreement shall be for a term of three months and shall be renewable for three month terms as agreed to between the parties.

2. Duties of Consultant. During the term of this Agreement, Consultant shall provide business consulting services to CBNK as directed by the board of directors of CBNK from time to time. Consultant's services shall include research into prospective business venues that may be beneficial to the Company, seeking out such business opportunities and the making of introductions and any and all other business consultations on matters that may be of intrinsic value to the Company in developing and promoting the business enterprises of the Company.

3. Devotion to Duty. Consultant agrees to devote such time as is reasonable on an "as needed" basis with respect to the consulting services. Consultant is free to represent or perform services for other clients, provided it does not interfere with the duties contained in this Agreement.

4. Compensation. In consideration of entering into this Agreement, CBNK shall issue to Consultant a total of 550,000 shares of CBNK's common stock which shares are fully paid upon the execution hereof and the binding of the Consultant to the obligations herein. CBNK agrees that prior to being issued the shares will be registered on Form S-8 with the Securities and Exchange Commission and will therefore be unrestricted shares in the hands of the Consultant.

5. Nondisclosure of Information. Consultant agrees that it will not at any time, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation, in any manner whatsoever, any information of any kind, nature or description concerning any matters affecting or relating to the business of CBNK.

6. Assignment of Agreement. Due to the personal nature of the services to be rendered by the Consultant, this Agreement may not be assigned by the Consultant without the prior written consent of CBNK.

7. Prohibited Activities. Consulting services provided under this agreement shall not include:

- - services in connection with the offer or sale of securities in a capital-raising transaction;
- - services that directly or indirectly promote or maintain a market for the securities of CBNK including without limitation the dissemination of information that reasonably may be expected to sustain or raise or otherwise influence the price of the securities;
- - services providing investor relations or shareholder communications;
- - consultation on mergers that take a private company public;
- - consultation in connection with financing that involves any securities issuance, whether equity or debt.

8. Co-operation of Parties. The parties further agree that they will do all things necessary to accomplish and facilitate the purpose of this Agreement and that they will sign and execute any and all documents necessary to bring about and perfect the purposes of this Agreement.

9. Interpretation of Agreement. The parties agree that should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing such provisions or any part of or the entire Agreement in favor of or against any party herein, but rather by construing the terms of this Agreement fairly and reasonably in accordance with their generally accepted meaning.

10. Modification of Agreement. This Agreement may be amended or modified in any way and at any time by an instrument in writing, signed by each of

the parties hereto, stating the manner in which it is amended or modified. Any such writing amending or modifying of this Agreement shall be attached to and kept with this Agreement.

11. Legal Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of the Agreement, the successful or prevailing party shall be entitled to recover reasonable legal fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

12. Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the parties hereto with respect to the matters herein set forth, and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and cancelled by this Agreement.

13. Counterparts. This Agreement may be signed in one or more counterparts.

14. Facsimile Transmission Signatures. A signature received pursuant to a facsimile transmission shall be sufficient to bind a party to this Agreement.

15. Recitals. The recitals set forth in the forepart of this document are incorporated herein by this reference and are made a part hereof as though fully set forth herein.

DATED effective this 24th day of January, 2005.

CUSTOM BRANDED NETWORKS, INC. Consultant

/s/ Paul G. Carter

/s/ Sanjeev Pamnani

Paul G. Carter, President

Sanjeev Pamnani

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is entered into and effective as of the 24th day of January, 2005 by and between Seth Shaw (the "Consultant"), and CUSTOM BRANDED NETWORKS, INC., a Nevada corporation ("CBNK").

RECITALS

A. CBNK desires to engage the services of the Consultant with respect to the business development of CBNK.

B. The Consultant desires to provide such services to CBNK as a contractor pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree as follows:

AGREEMENT

1. Term of Agreement. This Agreement shall be for a term of three months and shall be renewable for three month terms as agreed to between the parties.

2. Duties of Consultant. During the term of this Agreement, Consultant shall provide business consulting services to CBNK as directed by the board of directors of CBNK from time to time. Consultant's services shall include research into prospective business venues that may be beneficial to the Company, seeking out such business opportunities and the making of introductions and any and all other business consultations on matters that may be of intrinsic value to the Company in developing and promoting the business enterprises of the Company.

3. Devotion to Duty. Consultant agrees to devote such time as is reasonable on an "as needed" basis with respect to the consulting services. Consultant is free to represent or perform services for other clients, provided it does not interfere with the duties contained in this Agreement.

4. Compensation. In consideration of entering into this Agreement, CBNK shall issue to Consultant a total of 400,000 shares of CBNK's common stock which shares are fully paid upon the execution hereof and the binding of the Consultant to the obligations herein. CBNK agrees that prior to being issued the shares will be registered on Form S-8 with the Securities and Exchange Commission and will therefore be unrestricted shares in the hands of the Consultant.

5. Nondisclosure of Information. Consultant agrees that it will not at any time, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation, in any manner whatsoever, any information of any kind, nature or description concerning any matters affecting or relating to the business of CBNK.

6. Assignment of Agreement. Due to the personal nature of the services to be rendered by the Consultant, this Agreement may not be assigned by the Consultant without the prior written consent of CBNK.

7. Prohibited Activities. Consulting services provided under this agreement shall not include:

- - services in connection with the offer or sale of securities in a capital-raising transaction;
- - services that directly or indirectly promote or maintain a market for the securities of CBNK including without limitation the dissemination of information that reasonably may be expected to sustain or raise or otherwise influence the price of the securities;
- - services providing investor relations or shareholder communications;
- - consultation on mergers that take a private company public;
- - consultation in connection with financing that involves any securities issuance, whether equity or debt.

8. Co-operation of Parties. The parties further agree that they will do all things necessary to accomplish and facilitate the purpose of this Agreement and that they will sign and execute any and all documents necessary to bring about and perfect the purposes of this Agreement.

9. Interpretation of Agreement. The parties agree that should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing such provisions or any part of or the entire Agreement in favor of or against any party herein, but rather by construing the terms of this Agreement fairly and reasonably in accordance with their generally accepted meaning.

10. Modification of Agreement. This Agreement may be amended or modified in any way and at any time by an instrument in writing, signed by each of the parties hereto, stating the manner in which it is amended or modified. Any

such writing amending or modifying of this Agreement shall be attached to and kept with this Agreement.

11. Legal Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of the Agreement, the successful or prevailing party shall be entitled to recover reasonable legal fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

12. Entire Agreement. This Agreement constitutes the entire Agreement and understanding of the parties hereto with respect to the matters herein set forth, and all prior negotiations, writings and understandings relating to the subject matter of this Agreement are merged herein and are superseded and cancelled by this Agreement.

13. Counterparts. This Agreement may be signed in one or more counterparts.

14. Facsimile Transmission Signatures. A signature received pursuant to a facsimile transmission shall be sufficient to bind a party to this Agreement.

15. Recitals. The recitals set forth in the forepart of this document are incorporated herein by this reference and are made a part hereof as though fully set forth herein.

DATED effective this 24th day of January, 2005.

CUSTOM BRANDED NETWORKS, INC. Consultant

/s/ Paul G. Carter

/s/ Seth Shaw

Paul G. Carter, President

Seth Shaw

Morgan
& Company
CHARTERED ACCOUNTANTS

INDEPENDENT AUDITORS' CONSENT

We consent to incorporation by reference in this Registration Statement on Form S-8 of Custom Branded Networks, Inc. (an exploration stage company) of our report, dated September 27, 2004, relating to the consolidated balance sheets of Custom Branded Networks, Inc. (an exploration stage company) as of June 30, 2004 and 2003, and the related consolidated statements of operations, stockholders' deficiency and cash flows for each of the years ending June 30, 2004 and June 30, 2003, and for the period from inception, June 28, 1999, to June 30, 2004, which report appears in the Annual Report on Form 10-KSB of Custom Branded Networks, Inc. (an exploration stage company) for the year ended June 30, 2004.

Vancouver, Canada

"Morgan & Company"

October 18, 2004

Chartered Accountants

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