

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 Chapter)

Nevada 91-1975651

(State of Incorporation) (I.R.S. Employer
Identification No.)

821 E. 29th, North Vancouver, British Columbia, Canada V7K 1B6
Telephone: (604) 904-6946

(Address and Telephone Number of Principal Executive Offices)

CONSULTING AGREEMENTS

(Full Title of the Plan)

Cane O'Neill Taylor, LLC, 2300 W. Sahara Ave., Suite 500, Las Vegas, NV 89102
Telephone: (702) 312-6255

(Name, Address and Telephone Number of Agent for Service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share (1)	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee

Common Stock	4,500,000	\$0.01		
\$0.001 par value	Shares	Per Share	\$45,000	\$4.14
=====				

- (1) The Proposed Maximum Offering Price Per Share is calculated in accordance with Rule 457(h) of the Securities Act of 1933, as amended, based upon the last sale reported by the OTC Bulletin Board on January 7, 2003. These amounts are calculated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) (1) under Securities Act of 1933, as amended.

Copies to:
Michael A. Cane
Cane O'Neill Taylor, LLC
2300 W. Sahara Ave., Suite 500
Las Vegas, Nevada 89102
(702) 312-6255

PART I

INFORMATION REQUIRED IN SECTION 10(A) PROSPECTUS

Item 1. Plan Information.*

Item 2. Registrant Information and Employee Plan Annual Information.*

- * Information required by Part I to be contained in Section 10(a) prospectus is omitted from the Registration Statement in accordance with Rule 428 under the Securities Act of 1933, and Note to Part I of Form S-8.

PART II

Item 3. Incorporation of Documents by Reference.

The following documents filed by Custom Branded Networks, Inc. (the "Company"), with the Securities and Exchange Commission are incorporated by reference into this Registration Statement:

- (1) The Company's Annual Report on Form 10-KSB filed with the Securities and Exchange Commission on October 15, 2002;
- (2) The Company's Quarterly Report on Form 10-QSB filed with the Securities and Exchange Commission on November 14, 2002;
- (3) The Company's Schedule 14F-1 filed with the Securities and Exchange Commission on December 18, 2002;
- (4) All other reports filed by the Company pursuant to Sections 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the audited financial statements in the Annual Report on Form 10-KSB filed with the Securities and Exchange Commission on October 15, 2002;
- (5) The description of the Company's Common Stock which is contained in the Company's registration statement on Form 10-SB filed with the Securities and Exchange Commission on December 17, 1999.

All reports and other documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which de-registers all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part of this Registration Statement from the date of the filing of such reports and documents.

Any statement contained in an Incorporated Document shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed Incorporated Document modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

The securities to be offered are registered under Section 12 of the Exchange Act.

1

Item 5. Interests of Named Experts and Counsel.

No expert or counsel named in this prospectus as having prepared or certified any part of it or as having given an opinion upon the validity of the securities being registered or upon other legal matters in connection with the registration or offering of the common stock was employed on a contingency basis, or had, or is to receive, in connection with the offering, a substantial interest, direct or indirect, in the Company or any of its parents or subsidiaries. Nor was any such person connected with the Company or any of its parents or subsidiaries as a promoter, managing or principal underwriter, voting trustee, director, officer, or employee.

Cane O'Neill Taylor, LLC, independent legal counsel to the Company, has provided an opinion regarding the due authorization and valid issuance of the shares of Common Stock.

Item 6. Indemnification of Directors and Officers.

The officers and directors of the Company are indemnified as provided by the Nevada Revised Statutes (the "NRS") and the Bylaws of the Company.

Unless specifically limited by a corporation's articles of incorporation, the NRS automatically provides directors with immunity from monetary liabilities. The Company's Articles of Incorporation do not contain any such limiting language. Excepted from that immunity are:

- (a) a willful failure to deal fairly with the corporation or its shareholders in connection with a matter in which the director has a material conflict of interest;
- (b) a violation of criminal law unless the director had reasonable cause to believe that his or her conduct was lawful or no reasonable cause to

believe that his or her conduct was unlawful;

(c) a transaction from which the director derived an improper personal profit; and

(d) willful misconduct.

The Articles of Incorporation of the Company state as follows:

The corporation shall indemnify, to the full extent and in the manner permitted under the laws of Nevada and any other applicable laws, any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he is or was a director or officer of this corporation or served any other enterprise as a director or officer at the request of this corporation; such right of indemnification shall also be applicable to the executors, administrators and other similar legal representative of any such director or officer. The provisions of this Section shall be deemed to be a contract between the corporation and each director and officer who serves in such capacity at any time while this Section is in effect, and any repeal or modification of this Section shall not affect any rights or obligations then existing with respect to any state of facts then existing or any action, suit or proceeding brought based in whole or in part upon any such state of facts. The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which any director or officer or his legal representative may be entitled apart from the provisions of this Section.

The By-laws of the Company state as follows:

The corporation shall indemnify, to the full extent and in the manner permitted under the laws of Nevada and any other applicable laws, any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he is or was a director or officer of this corporation or served any other enterprise as a director or officer at the request of this corporation; such right of indemnification shall also be applicable to the executors, administrators and other similar legal representative of any such director or officer. The provisions of this Section shall be deemed to be a contract between the corporation and each director and officer who serves in such capacity at any time while this Section is in effect, and any repeal or modification of this Section shall not affect any rights or obligations then existing with respect to any state of facts then existing or any action, suit or proceeding brought based in whole or in part upon any such

2

state of facts. The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which any director or officer or his legal representative may be entitled apart from the provisions of this Section. The following provisions shall govern indemnification under this Section:

Each person indemnified by the corporation must promptly after receipt of written notice of any demand or claim or the commencement of any action, suit or proceeding within the corporation's indemnification obligation shall immediately notify the corporation in writing.

The corporation shall have the right, by notifying the party who asserts a claim for indemnification within thirty (30) days after the corporation's receipt of the notice of the claim or demand, to assume the entire control of the defense, compromise, or settlement of the action, suit or proceeding, including employment of counsel of the corporation's choice. The party who asserts the right to indemnification under this Section shall have the right to participate, at such party's expense and with counsel of such party's choice, in the defense, compromise, or settlement of the matter.

The corporation's indemnification obligations shall be binding on the corporation and its successors and assigns and shall enure to the benefit of and, where applicable, shall be binding on each party entitled to indemnification and his or her successors and assigns. The corporation may prospectively amend, modify or revoke the provisions of this Section concerning indemnification.

Each party entitled to indemnification under this Section expressly and unconditionally waives, in connection with any suit, action or proceeding brought by such party concerning indemnification under this Section, any and every right such person may have to: (a) injunctive relief; (b) a trial by jury; (c) interpose any counterclaim; and (d) have such suit, action or proceeding consolidated with any other or separate suit, action or proceeding. Nothing in this Section shall prevent or prohibit the corporation from instituting or maintaining a separate action against any party who asserts a claim for indemnification under this Section.

This indemnity provision and the rights and obligations of the parties under this Section shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Nevada applicable to the interpretation, construction and enforcement of indemnities (without giving effect to Nevada's principles of conflicts of law).

Each party who asserts a claim for indemnification under this Section irrevocably submits to the jurisdiction of and venue in of any Nevada state court or United States District Court sitting in Washoe County, Nevada, over any suit, action or proceeding arising from or relating to indemnification under this Section, and agrees that any suit, action or proceeding concerning or relating to a claim for indemnification under this Section shall be commenced and maintained in such courts. Each such party agrees and consents that, in addition to any other methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding may be made by certified or registered mail, return receipt requested, directed to such person at his or her respective address, and such service shall be complete five (5) days after mailing.

Item 7. Exemption from Registration Claimed.

Not applicable.

3

Item 8. Exhibits.

Exhibit Number	Description of Document
- - - - -	- - - - -

5.1	Opinion of Cane O'Neill Taylor, LLC, independent legal counsel, regarding the due authorization and valid issuance of the shares of Common Stock, with consent to use.
10.1	Consulting Agreement with Jason Hofman
10.2	Consulting Agreement with Raymond Hofman
10.3	Consulting Agreement with Lucia Azevedo
23.1	Consent of Morgan & Company, Chartered Accountants

Item 9. Undertakings.

The Company hereby undertakes:

- (a) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration:
 - (1) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
 - (2) To 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, represent a fundamental change in the information set forth in the Registration Statement; and
 - (3) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided however, that that paragraphs (a) (1) and (2) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Company pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference herein.

- (b) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment 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.
- (c) To remove from registration by means of post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (2) The Company hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Company's annual report pursuant to Section 13(a) or 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 the time shall be deemed to be the initial bona fide offering thereof.

(3) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by the director, officer

4

or controlling person of the Company 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, the Company will, unless in the opinion of the counsel the matter has been settled by controlling precedent, submit to the appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant, Custom Branded Networks, Inc., certifies that it has reasonable grounds to believe that it meets all of the requirements for filing a Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Vancouver, Province of British Columbia, on January 8, 2003.

Custom Branded Networks, Inc.

By: /s/ Paul G. Carter

Paul G. Carter
Principal Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following person in the capacities and on the date indicated.

Signature	Title	Date
	Principal Executive Officer	
	Principal Accounting Officer	
/s/ Paul G. Carter	Principal Financial Officer	
_____ Paul G. Carter	Sole Director	January 8, 2003

5

Cane O'Neill Taylor, LLC

Affiliated with O'Neill Ritchie Taylor Law Corporation
of Vancouver, British Columbia, Canada

Michael A. Cane*	Stephen F.X. O'Neill **	Gary R. Henrie+
Leslie L. Kapusianyk**	Michael H. Taylor***	Christine Beaman

Telephone: (702) 312-6255
Facsimile: (702) 312-6249
E-mail: telelaw@msn.com

2300 West Sahara Avenue
Suite 500, Box 18
Las Vegas, NV 89102

January 9, 2003

Custom Branded Networks, Inc.
821 E. 29th
North Vancouver, B.C., Canada V7K 1B6

Attention: Paul G. Carter, President

Re: Custom Branded Networks, Inc.'s Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel for Custom Branded Networks, Inc., a Nevada corporation (the "Company"), in connection with the preparation of the registration statement on Form S-8 (the "Registration Statement") filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Act"), relating to the offering of certain shares of the Company's common stock issued through its Consulting Agreements (the "Agreements"). This opinion is being furnished pursuant to Item 601(b)(5) of Regulation S-K under the Act.

In rendering the opinion set forth below, we have reviewed: (a) the Registration Statement and the exhibits thereto; (b) the Company's Articles of Incorporation; (c) the Company's Bylaws; (d) certain records of the Company's corporate proceedings as reflected in its minute books; and (e) such statutes, records and other documents as we have deemed relevant. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and conformity with the originals of all documents submitted to us as copies thereof. In addition, we have made such other examinations of law and fact, as we have deemed relevant in order to form a basis for the opinion hereinafter expressed.

Members of our firm are admitted to the practice of law in the State of Nevada and we express no opinion as to the laws of any other jurisdiction. Based upon and subject to the foregoing, we are of the opinion that under Nevada law, when (i) the Registration Statement becomes effective, (ii) the Shares are issued pursuant to the terms of the consulting agreements, and (iii) certificates representing the Shares are duly executed, countersigned, registered and delivered, the Shares will be duly authorized, validly issued, fully paid and non-assessable.

Very truly yours,

CANE O'NEILL TAYLOR, LLC

/s/ Gary R. Henrie

Gary R. Henrie

*Licensed Nevada, California, Washington and Hawaii State Bars; **British Columbia Bar only;

***Nevada and British Columbia Bars; +Nevada and Utah Bars; ++California Bar only

Custom Branded Network, Inc.
January 9, 2003
Page 2

We hereby consent to the use of this opinion as an Exhibit to the Registration Statement and to all references to this Firm under the caption "Interests of Named Experts and Counsel" in the Registration Statement.

Very truly yours,

CANE O'NEILL TAYLOR, LLC

/s/ Gary R. Henrie

Gary R. Henrie

CONSULTING AGREEMENT

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is entered into and effective as of January 6, 2003 by and between Jason Hofman, of 1292 W 39th Ave, Vancouver B.C. Canada V6M 1T1 (the "Consultant"), and Custom Branded Networks, Inc., a Nevada corporation, a Corporation ("Custom Branded").

1. RECITAL

This Agreement is entered into with reference to and in contemplation of the following facts, circumstances and representations:

- 1.1 Custom Branded desires to engage the services of the Consultant to assist it with respect to business development and expansion.
- 1.2 The Consultant desires to provide such retail services to Custom Branded as a contractor and pursuant to the terms and conditions set forth herein.

2. NATURE AND EXTENT OF CONSULTING SERVICES

- 2.1 Term of Agreement This Agreement shall be for a term of one (1) year and -----
shall terminate on January 6, 2004

- 2.2 Duties of Consultant During the term of this Agreement, Consultant shall -----
provide assistance with identifying and acquiring potential mining exploration properties in Brazil for Custom Branded. Specifically, the Consultant shall review and translate data and help negotiate on the acquisitions.

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

- 2.4 Duties of Custom Branded Custom Branded shall provide Consultant, on a -----
regular and timely basis, with all approved data and information about it, its subsidiaries, its management, its products and services and its operations as shall be reasonably requested by Consultant, and shall advise Consultant of any facts which would affect the accuracy of any data and information previously supplied pursuant to this paragraph.

- 2.5 Compensation In consideration of entering into this Agreement, Custom -----
Branded shall issue to Consultant a total of 1,500,000 shares of Custom Branded's common stock which shares are fully paid upon the execution hereof and binding on the Consultant to the obligations herein.

- 2.6 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

2

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 Custom Branded.

- 2.7 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 Custom Branded.

- 2.8 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 Custom Branded 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.

3. CO-OPERATION, ARBITRATION, INTERPRETATION, MODIFICATION AND ATTORNEY FEES

- 3.1 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 prefect the purposes of this Agreement.
- 3.2 Arbitration The parties hereby submit all controversies, claims, and

matters of difference arising out of this Agreement to arbitration in the
Province of BritishColumbia, according to the rules and practices of the
Canadian Arbitration Association. This submission and agreement to
arbitrate shall be specifically enforceable. The Agreement shall further be
governed by the laws of British Columbia.
- 3.3 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

3

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.

- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 Counterparts This Agreement may be signed in one or more counterparts.

- 3.8 Facsimile Transmission Signatures A signature received pursuant to a

facsimile transmission shall be sufficient to bind a party to this
Agreement.

DATED this 6th day of January, 2003.

/s/ Paul G Carter

Paul G Carter, President
Custom Branded Networks, Inc.

/s/ Jason Hofman

Jason Hofman

CONSULTING AGREEMENT

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is entered into and effective as of January 6, 2003 by and between Raymond Hofman, of 2002 808 Nelson St. Vancouver B.C. Canada V6Z 2H2 (the "Consultant"), and Custom Branded Networks, Inc., a Nevada corporation, a Corporation ("Custom Branded").

1. RECITAL

This Agreement is entered into with reference to and in contemplation of the following facts, circumstances and representations:

- 1.1 Custom Branded desires to engage the services of the Consultant to assist it with respect to business development and expansion.
- 1.2 The Consultant desires to provide such retail services to Custom Branded as a contractor and pursuant to the terms and conditions set forth herein.

2. NATURE AND EXTENT OF CONSULTING SERVICES

- 2.1 Term of Agreement This Agreement shall be for a term of one (1) year and -----
shall terminate on January 6, 2004

- 2.2 Duties of Consultant During the term of this Agreement, Consultant shall -----
provide assistance with identifying and acquiring potential mining exploration properties in Brazil for Custom Branded. Specifically, the Consultant shall review and translate data and help negotiate on the acquisitions.

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

- 2.4 Duties of Custom Branded Custom Branded shall provide Consultant, on a -----
regular and timely basis, with all approved data and information about it, its subsidiaries, its management, its products and services and its operations as shall be reasonably requested by Consultant, and shall advise Consultant of any facts which would affect the accuracy of any data and information previously supplied pursuant to this paragraph.

- 2.5 Compensation In consideration of entering into this Agreement, Custom -----
Branded shall issue to Consultant a total of 1,500,000 shares of Custom Branded's common stock which shares are fully paid upon the execution hereof and binding on the Consultant to the obligations herein.

- 2.6 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

2

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 Custom Branded.

- 2.7 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 Custom Branded.

- 2.8 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 Custom Branded 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.

3. CO-OPERATION, ARBITRATION, INTERPRETATION, MODIFICATION AND ATTORNEY FEES

- 3.1 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 prefect the purposes of this Agreement.
- 3.2 Arbitration The parties hereby submit all controversies, claims, and

matters of difference arising out of this Agreement to arbitration in the
Province of BritishColumbia, according to the rules and practices of the
Canadian Arbitration Association. This submission and agreement to
arbitrate shall be specifically enforceable. The Agreement shall further be
governed by the laws of British Columbia.
- 3.3 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

3

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.

- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 Counterparts This Agreement may be signed in one or more counterparts.

- 3.8 Facsimile Transmission Signatures A signature received pursuant to a

facsimile transmission shall be sufficient to bind a party to this
Agreement.

DATED this 6th day of January, 2003.

/s/ Paul G. Carter

Paul G. Carter, President
Custom Branded Networks, Inc.

/s/ Raymond Hofman

Raymond Hofman

CONSULTING AGREEMENT

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is entered into and effective as of January 6, 2003 by and between Lucia Azevedo, of 1525 Camelot Rd. West Vancouver B.C. Canada V7S 2L9 (the "Consultant"), and Custom Branded Networks, Inc., a Nevada corporation, a Corporation ("Custom Branded").

1. RECITAL

This Agreement is entered into with reference to and in contemplation of the following facts, circumstances and representations:

- 1.1 Custom Branded desires to engage the services of the Consultant to assist it with respect to business development and expansion.
- 1.2 The Consultant desires to provide such retail services to Custom Branded as a contractor and pursuant to the terms and conditions set forth herein.

2. NATURE AND EXTENT OF CONSULTING SERVICES

- 2.1 Term of Agreement This Agreement shall be for a term of one (1) year and -----
shall terminate on January 6, 2004

- 2.2 Duties of Consultant During the term of this Agreement, Consultant shall -----
provide assistance with identifying and acquiring potential mining exploration properties in Brazil for Custom Branded. Specifically, the Consultant shall review and translate data and help negotiate on the acquisitions.

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

- 2.4 Duties of Custom Branded Custom Branded shall provide Consultant, on a -----
regular and timely basis, with all approved data and information about it, its subsidiaries, its management, its products and services and its operations as shall be reasonably requested by Consultant, and shall advise Consultant of any facts which would affect the accuracy of any data and information previously supplied pursuant to this paragraph.

- 2.5 Compensation In consideration of entering into this Agreement, Custom -----
Branded shall issue to Consultant a total of 1,500,000 shares of Custom Branded's common stock which shares are fully paid upon the execution hereof and binding on the Consultant to the obligations herein.

- 2.6 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

2

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 Custom Branded.

- 2.7 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 Custom Branded.

- 2.8 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 Custom Branded 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.

3. CO-OPERATION, ARBITRATION, INTERPRETATION, MODIFICATION AND ATTORNEY FEES

- 3.1 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 prefect the purposes of this Agreement.
- 3.2 Arbitration The parties hereby submit all controversies, claims, and

matters of difference arising out of this Agreement to arbitration in the
Province of BritishColumbia, according to the rules and practices of the
Canadian Arbitration Association. This submission and agreement to
arbitrate shall be specifically enforceable. The Agreement shall further be
governed by the laws of British Columbia.
- 3.3 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

3

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.

- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 Counterparts This Agreement may be signed in one or more counterparts.

- 3.8 Facsimile Transmission Signatures A signature received pursuant to a

facsimile transmission shall be sufficient to bind a party to this
Agreement.

DATED this 6th day of January, 2003.

/s/ Paul G. Carter

Paul G. Carter, President
Custom Branded Networks, Inc.

/s/ Lucia Azevedo

Lucia Azevedo

MORGAN
& COMPANY
CHARTERED ACCOUNTANTS

INDEPENDENT AUDITORS' CONSENT

We consent to the use, in the Registration Statement of Custom Branded Networks, Inc. on Form S-8 relating to the registration of common shares to be issued to Jason Hofman, Raymond Hofman and Lucia Azevedo, pursuant to consulting agreements entered into with Custom Branded Networks, Inc., of our Auditors' Report, dated September 20, 2002, on the consolidated balance sheets of Custom Branded Networks, Inc. as at June 30, 2002 and 2001, and the related consolidated statements of operations and deficit accumulated during the development stage, cash flows, and stockholders' equity for the years then ended.

Vancouver, B.C.
January 9, 2003

/s/ Morgan & Company
Chartered Accountants

Tel: (604) 687-5841
Fax: (604) 687-0075
www.morgan-cas.com

MEMBER OF
ACPA
INTERNATIONAL

P.O. Box 10007 Pacific Centre
Suite 1488 - 700 West Georgia Street
Vancouver, B.C. V7Y 1A1