EXHIBIT 10.4  
  
 GOLDENACCESS RESELLER AGENCY AGREEMENT  
 WITH DISCAR  
  
  
211  
  
  
 Distribution Agreement  
 THIS AGREEMENT, made and entered into as  
of this 6TH day of July, 1999, by and between Golden Access Group, a corporation  
organized and existing under the laws of the State of Florida, with offices  
located at: 1440 X.X. Xxxxxxx Causeway, #301, North Bay Village, FL  
44141(Hereinafter referred to as the "Company") and DISCAR SRL, a corporation/  
company organized and existing under the laws of the Argentina with its  
principal place of business at: Avellaneda 1307 - Cordoba (5000) ARGENTINA,  
(Hereinafter referred to as the ("Distributor").1. DISTRIBUTORSHIPCompany hereby  
appoints the Distributor as its non-exclusive Distributor for the products and  
materials hereinafter described: (a) Golden Access Group Internet Telephony  
Software  
  
(b) The products and materials covered by this Agreement are those listed in the  
price list attached as Schedule "A" by this reference made a part hereof. The  
prices to be charged by Company to Distributor for the products and materials  
may be changed by Company from time to time. Company reserves the rights to  
modify, alter, improve, change or discontinue any and all of the products and  
materials covered by this Agreement and this Agreement shall cover the sale of  
such products and materials as they may be modified, altered, improved or  
changed.  
  
2. VALIDATIONA Purchase by the Distributor of products as listed on attached  
schedule "A" shall validate this Agreement.  
  
3. TERMS OF SALE AND PAYMENTDistributor shall pay Company for the products and  
materials sold to Distributor net 30 days from Invoice. The Company shall extend  
these payment terms for orders up to a limit of $US 25,000; provided, however,  
that if at any time in Company's opinion the financial condition of Distributor  
so warrants, Company may alter or suspend any credit terms granted. For orders  
above the $US 25,000 limit, the terms of payment shall be cash with order,  
C.O.D. or as otherwise determined by the Company. Company further reserves the  
right to assess an interest penalty on past due accounts of 1.5% per month on  
any outstanding balances, including reasonable attorneys fees incurred in  
collection of said past due accounts.  
  
  
212   
  
4 RELATIONSHIP OF PARTIES  
(a) It is agreed that Distributor is not an agent or representative of Company,  
but is solely an independent contractor without the power to bind, act for, or  
obligate Company expressly, implied or in any manner whatsoever. Accordingly,  
any resale of the products and materials of the Company by Distributor shall be  
in Distributor's name only with no representations concerning Company. However,  
Distributor is authorized to represent itself as an authorized Distributor of  
Company. All salesmen or other employees used by Distributor shall be and be  
deemed to be exclusively Distributor's employees, and the entire management,  
direction and control of all such salesmen and employees shall be exclusively  
vested in the Distributor. Without limiting the generality of the foregoing,  
Distributor shall be exclusively responsible for all social security, state,  
federal and foreign taxes, unemployment compensation and workmen's compensation  
insurance for all such salesmen or other employees of the Distributor. The  
Distributor shall be exclusively responsible for all wages, salaries, traveling  
expenses or any other expenses of any kind whatsoever incurred by the  
Distributor or by any of its salesmen or other employees. Neither the  
Distributor nor anyone associated with the Distributor shall be entitled to  
receive any payments from Company by way of compensation, wages, remuneration or  
expenses. (b) Company shall have the sole right to accept or reject all orders  
submitted to it for sales to the Distributor, to fix the terms and conditions of  
sales to the Distributor on an order by order basis and to approve returns,  
allowances or other adjustments with reference to such sales. (c) Company shall  
have no liability with respect to alleged defective products and materials sold  
by Company except as set forth in Company's warranty at stated in Clause 6  
herein, as part of the terms and conditions of any sale made by Company, and  
Distributor shall have no authority to, and shall make no representation for a  
warranty with respect to the Company's products and materials contrary to or  
inconsistent with Company's warranty.  
  
The Company specifically disclaims all warranties expressed or implied,  
including but not limited to, implied warranties of merchantability and fitness  
for a particular purpose with respect to defects in the diskette, or other  
physical media and documentation, operation of the programs, source code and any  
particular application or use of the software or hardware. In no event shall the  
Company be liable for any loss of use, interruption of business, or any  
indirect, special, incidental, or consequential damages of any kind including  
loss of profits regardless of the cause of action including tort liability.  
  
(d) Neither party hereto shall be liable to the other for any failure to perform  
its obligations hereunder except for failure to pay, if such failure is due to  
fires. floods, strikes by third parties, work stoppages, accidents, wars, acts  
of God, force xxxxxx, or any other cause beyond the control of the party failing  
to perform, (e) Company reserves the right to sell its products directly to the  
end user.  
  
213  
  
  
  
  
5. RESPONSIBILITIES OF DISTRIBUTOR  
  
(a) Distributor shall use its best efforts to promote the use and sale of  
Company products and materials to users of the same in the Distributor's primary  
area of marketing responsibility.  
  
(b) No order placed by Distributor shall be binding upon the Company until and  
unless the Company has acknowledged it in writing.  
  
(c) Distributor, at their discretion, can refer to the Company any of their  
customers who wish to purchase an Internet Telephony Gateway direct from the  
Company. In the event a Purchase Agreement is concluded between the Company and  
the referral, the Company agrees to pay the Distributor a commission of 5% on  
the value of the sale. Additionally, the Distributor, at their discretion, can  
refer to the Company any of their customers who wish to connect their Internet  
Telephony Gateway purchased from the Distributor to the Company's network. In  
the event a Service Agreement is executed between the Company and the referral  
customer, the Company agrees to pay the Distributor, a commission of 5% on the  
total volume usage by the referral customer on the Company's network.  
  
(d) Distributor shall not authorize the return of any product or materials  
unless given specific advance written authorization by the Company to do so.  
Failure to request product return within 10 days of receipt will connote the  
acceptance of the products so sold. (See section 12)  
  
(e) Distributor agrees that all information supplied by Company including, but  
not limited to, information pertaining to the conduct or details of Company's  
business, its processes, formulae, machines, devices, products and materials,  
and list of Company's customers are furnished for Distributor under this  
Agreement only and shall be kept in confidence by Distributor. Distributor  
further agrees that the Documents containing such information shall not be  
duplicated or the information contained therein disclosed to others or used for  
manufacturing or any other purpose without the prior written approval of  
Company. However, Company agrees that such information maybe disclosed to a user  
by Distributor's employees to the extent necessary to reasonably perform under  
this Agreement. Upon termination, Distributor agrees to immediately return to  
Company all processes, formulae, devices materials etc.  
  
Distributor acknowledges and agrees that the Software licensed hereunder and all  
copies thereof constitute valuable trade secrets of Company or proprietary and  
confidential information of Company and title thereto remains in Company. All  
applicable copyrights, trade secrets, patents and other intellectual and  
property rights in the Software and all other items licensed hereunder are and  
remain in Company. All other aspects of the Software and all other items  
licensed hereunder, including without limitation, programs, methods of  
processing, specific design, and structure of individual programs and their  
interaction and unique programming techniques employed therein, as well as  
screen formats shall remain the sole and exclusive property of Company and shall  
not be sold, revealed, disclosed or otherwise communicated, directly or  
indirectly by Distributor to any person, company or institution whatsoever other  
than for the purposes set forth herein. It is expressly understood that no title  
or ownership of the Software or any part thereof is hereby transferred to the  
Distributor.  
  
  
214   
  
The core product may be stored or installed on a storage device, such as a  
network server, used only to install or run the Core product on other computers  
over an internal network; however, a license must be acquired and dedicated for  
each separate computer on which the core product is installed or run from the  
storage device. A license for the Core product may not be shared or used  
concurrently on different computers.  
  
(f) Distributor agrees that it will  
indemnify and hold harmless the Company, its officers, agents, servants and  
employees from and against any loss, cost damage, claim, expense or liability,  
including reasonable attorneys fees and costs in the defense and or prosecution  
of such actions on the trial and appellate levels by reason of property damage,  
personal injury, suit, or other claim against the Company resulting from or in  
connection with the actions of Distributor's officers, agents, servants or  
employees.  
  
(g) Distributor shall be liable for all costs incurred as a result of its  
failure to timely correct erroneous instructions to the Company. Examples of  
such erroneous instructions include but are not limited to erroneous information  
pertaining to sales orders and telephone or telegraphed instructions.  
  
(h) Distributor agrees not to use the Company' s trademarks or trade names in  
any manner except as authorized by Company or in connection with Company's  
literature. Distributor agrees to forthwith discontinue such usage upon the  
cancellation of this Agreement.  
  
(i) Service: the Distributor shall, at his expense, perform, when needed,  
conventional field servicing of the products and materials sold through him.  
Distributor agrees to use only Company factory approved plans and procedures or  
equivalent to repair Company products and materials and to charge the end user  
customer for such repairs at reasonable rates.  
  
(j) The Distributor shall co-operate with Company in the fixing from time to  
time, in advance, of a yearly sales quota for sale by the Distributor of the  
products included in this Agreement, The Distributor agrees that it will use  
sufficient sales efforts to achieve such quotas and to that end, the Distributor  
agrees:  
  
  
215   
  
(1) to demonstrate such products and materials and such other products and  
 materials as may hereafter be included in this Agreement to potential  
 customers,  
(2) to follow up promptly any leads within the territory that Company may  
 refer to him hereunder,  
(3) to permit Company's representatives from time to time to address sales  
 meetings to the Distributor's sales force.  
(k) Distributor shall purchase sufficient amounts of Company products,  
 materials, and parts to enable Distributor to meet demands for users of  
 the same within its primary areas of marketing responsibility  
  
216  
  
  
  
  
6. RESPONSIBILITIES OF THE COMPANY(a) Company shall provide Distributor with  
appropriate books, other specimens and/or exhibits of products and materials,  
including NFR (Not For Resale) demonstration software. Such sample books,  
specimens and/or exhibits and/or other paraphernalia for exhibit purposes are  
the exclusive property of the Company and Distributor shall fully protect and  
safeguard them against loss and/or damage, and said items and/or paraphernalia  
shall be subject to be used, disposed of, transferred, and/or handled as  
directed by Distributor by Company (b) Company shall from time to time provide  
Distributor with suggested resale prices for Company products and materials sold  
to Distributor hereunder; provided, however, that nothing in such suggested  
prices so furnished shall be such as to obligate Distributor to follow the same  
in reselling products or materials purchased by it from Company hereunder.(c)  
Warranty: Company warrants for a period of ninety (90) days that the media  
containing the product shall be free from defects. The Company does not warrant  
that the product will meet the Distributor's requirements or that the product  
will operate in the configurations which the Distributor may select to use,  
unless previously approved in writing by the Company or that the operation of  
the Product will be uninterrupted or error-free, or that all error conditions  
will be corrected. In the case of a detected software error, Company will try to  
fix it and send a patch or new version to Distributor within a reasonable time.  
  
(d) Change Notices: Company agrees to give Distributor thirty (30) days advance  
notice of significant model changes and changes in Company current price lists,  
provided. However, that company shall not be liable for failure to notify  
Distributor due to inadvertence, accident, or mistake.(e) So long as this  
Agreement shall remain in full force and effect, and Distributor has not  
defaulted hereunder, Company agrees:  
  
1. To provide to Distributor sales information and advice on a continuing  
 basis, and to provide such sales leads as may develop from Company's  
 own advertising and sales promotion.  
  
2. To train personnel designated by Distributor in the operation of the  
 Golden Access Internet Telephony software as purchased by Distributor  
 and to further help Distributor in increasing business by providing  
 information on successful selling techniques, notice of business  
 practices and policies, technical information relating to the operation  
 of Golden Access Internet Telephony software as purchased by  
 Distributor, competitive information, and other such information as may  
 enhance the opportunities for conducting a profitable business.  
3. To provide remote Technical Support, on an as-required basis to the  
 Distributor only and not their end-users. The Distributor may either  
 contact the Company by email at xxxxxxx@xxxxxxxxxxxx.xxx or by  
 telephone at x00-000-000-0000 and report the problem. Golden Access  
 will makes it best effort to respond to the Distributor within the next  
 available business day to provide further assistance.  
217  
  
  
7. DURATION OF AGREEMENT AND TERMINATION  
(a) This Agreement shall continue in effect for a period of one (1) year from  
the date of its execution, and Distributor has not defaulted hereunder, and  
thereafter from year to year unless either party shall give the other thirty  
(30) days written notice prior to the end of the initial or any extended term  
thereof, of its desire to terminate the Agreement at the expiration of such  
term.(b) In the event that at any time during the duration of this Agreement or  
any extension thereof the Distributor is adjudged bankrupt or shall make an  
assignment for the benefit of its creditors, or a receiver is appointed for it  
or for any of its properties or it is adjudged to be insolvent, the Company  
shall have the right, at its election, to cancel this Agreement forthwith by  
giving written notice to that effect. 8. USE OF NAME (a) Upon written notice  
from Company or upon expiration or termination of this Agreement, Distributor  
agrees to promptly  
 discontinue using the Golden Access Group name, logo, or trade name and  
trademarks.  
(b) Distributor shall have no rights, other than those specifically set forth  
 in this Agreement, to use any trademark, trade name or names or any  
 contraction, abbreviation or similitude thereof belonging to Company,  
 without the prior specific approval of Company. Distributor may not  
 incorporate Golden Access Group name or logo or trade name into company  
 name.  
9. WAIVERThe failure of either party hereto to exercise any right hereunder  
shall not be deemed to be a waiver of such right, and the failure of either  
party to cancel this Agreement for breach or default shall not be deemed to be a  
waiver of the right to do so for any subsequent breach.  
  
10. ASSIGNMENT  
This Agreement cannot be transferred and/or assigned by the Distributor to any  
Third party without the prior written approval of the Company, which approval  
may be unreasonably withheld. Any change in ownership or control of the  
Distributor can be cause for cancellation.  
  
  
218  
  
  
11. ENTIRE AGREEMENT  
This Agreement constitutes the full and complete understanding between  
Distributor and Company and no amendments hereof shall be considered binding  
and/or effective unless such amendment is effectuated in writing, by mutual  
consent, in the form of an addendum to this Agreement. No renewals and/or  
extensions of this Agreement or any addendum shall be made except by specific  
written agreement thereof by the parties hereto. If it is necessary to employ an  
attorney to enforce any provision of this agreement, Company shall be entitled  
to recover reasonable attorney's fees and costs on trial and appellate levels.  
12. RETURN OF MERCHANDISE Should an error occur due to Company personnel's  
misinterpretation, entering, filling or shipping of a Distributor order, the  
merchandise is returnable by Distributor for full replacement, providing the  
merchandise is in good condition, and Company will accept the return  
transportation charge, if the error is reported within 10 business days. Where  
the Distributor desires to return merchandise for any reason other than Company  
errors in filling orders, the merchandise must be in (a) In original containers,  
(b) saleable according to Company standards, and (c) must be authorized for  
return by Company prior to issuance of any allowable credits.  
  
1. When Distributor requests the return of merchandise within 30 days after  
 the receipt of shipment and such return is authorized, Company will allow  
 100% of the invoice value in the form of a credit memorandum after  
 Company's receipt of the returned goods.  
2. When Distributor requests the return of merchandise from 30 - 90 days after  
 the receipt of shipment and such return is authorized, Company will allow  
 80% of the invoice value in the form of a credit memorandum after Company's  
 receipt of the returned goods.  
3. Transportation charges applicable to merchandise authorized for return must  
be pre-paid by the Distributor. 4. Merchandise in the Distributor's possession  
longer than 90 days is not returnable.  
  
13. DAMAGED SHIPMENTS AND CLAIMS  
  
In the Event that equipment or supplies are received in damaged condition, the  
following procedure shall be used.  
  
1. Distributor shall not repack the merchandise or attempt to return it to  
 the Company.  
2. Distributor shall immediately notify the carrier and ask that an  
 inspection of the damage be made.  
3. Distributor shall notify Company of the receipt of damaged shipment,  
 giving particulars of the damage so that Company will know which items  
 are to be replaced.  
4. Distributor shall file claim for the damage after the inspection report  
 has been received from the carrier.  
5. Company will advise Distributor what disposition is to be made of the  
 damaged articles.  
  
  
14. TAXES  
  
Distributor shall pay any and all applicable sales, use or excise taxes, or  
amounts legally levied in lieu thereof imposed under the authority of a federal,  
state or local taxing jurisdiction, so long as they are billed as a separate  
item on each invoice, or Distributor shall furnish Company with appropriate  
exemption certificates.  
  
15. NOTICES  
  
Any notice to be given hereunder shall be in writing and shall be sent by  
registered or certified mail postage prepaid to the party to be notified,  
addressed to such party at it's address appearing herein or such other address  
as such party may by written notice have substituted therefore and the  
depositing of such notice in the mail, so addressed, shall constitute the giving  
thereof.  
  
  
219   
  
Distributor Notification Address:  
DISCAR SRL  
Avellaneda 1307  
Cordoba, 0000  
XXXXXXXXX  
  
Company Notification Address:  
Golden Access Group  
0000 X.X. Xxxxxxx Xxxxxxxx, #000  
Xxxxx Xxx Xxxxxxx, XX 00000  
  
16. APPLICABLE LAW  
  
This Agreement shall be interpreted and governed in accordance with the laws of  
the State of Florida, venue to be Dade County, Florida, United States of  
America.  
  
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed  
by a duly authorized officer and have caused their seals to be affixed hereto on  
the date first written above.  
  
(Attest) (Witness) Company: Golden Access Group  
  
(Seal) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
(By) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (By) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Print name. Print name.  
  
(Title)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
(Attest) (Witness) Distributor:  
  
(Seal) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
(By) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (By) XXXXX XXXXXXX  
 Print name. Print name.  
  
(Title)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title) SOCIO GERENTE  
  
220  
  
  
 SCHEDULE A  
  
  
  
--------------------------------------------------------------------------------  
 Software, per line Suggested Retail Price Distributor Price  
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 1-4 $ 1,600 $ 1,040  
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 5-8 $ 1,200 $ 780  
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 9-16 $ 800 $ 520  
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 24 (T1) $ 600 $ 390  
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 30 (E1) $ 550 $ 358  
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Notes:  
  
- Price segments are on a "per system" basis.  
  
- For systems upgrades, the applicable price is that of the segment of  
 the final number of lines.