

REFERRAL AGREEMENT



HI-TECH ENTERPRISES, INC., DOMESTIC EXCLUSIVE REFERRAL AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2011 (the "Effective Date"), by and between Hi-Tech Enterprises, Inc., ("Hi-Tech") a Florida corporation having its principal offices at 5601 – 116th Avenue North, Suite D, Clearwater, FL 33760 ("Hi Tech"), and _____, having its offices at _____ (the "Referrer").

Term. The initial term of this Agreement shall be for 1 year from the date hereof, unless sooner terminated. Agreement will be re-evaluated after 1 year. Termination shall not relieve either party of obligations incurred prior thereto.

Prices. All prices stated are FOB Hi-Tech's offices in Clearwater, FL. Prices do not include transportation costs which shall be borne by End User. The Referrer shall bear the cost of any taxes (excluding Hi-Tech's income taxes), due to governmental authority of the Territory, or any other additional charges or fees of any kind that may exist as a result of the transactions occurring pursuant to this Agreement. An amount equal to the appropriate taxes will be deducted from payments due Referrer by Hi-Tech where Hi-Tech has the legal obligation to collect such taxes. Referrer shall pay such amount to Hi-Tech unless Referrer provides Company with a valid W-9 form prior to any payments made by Hi-Tech.

Payment. All purchases shall be made by written purchase order and must be prepaid prior to shipment. No order is binding until accepted by Hi-Tech. If any conflicts exist between the terms in the Purchase Order and this Agreement, this Agreement shall control.

Purchase Orders. Affiliate Reseller shall order Product by written notice to Hi-Tech. Each order shall specify the number of units to be shipped, the type of units to be shipped (as identified by Hi-Tech model number designations indicated in the Price List) including all optional features, the desired method of shipment and the ship to address, if different from the Affiliate Reseller's address. Hi-Tech agrees to ship units to Affiliate Reseller as close as possible to the delivery schedule set forth in each order as accepted by Hi-Tech, unless Hi-Tech otherwise indicates in writing.

Shipment. All shipments of Product shall be made FOB Hi-Tech's plant and liability for loss or damage in transit, or thereafter, shall pass to Affiliate Reseller upon Hi-Tech's delivery of Product to a common carrier for shipment. Shipping dates are approximate and are based, to a great extent, on prompt receipt by Hi-Tech of all necessary ordering information from Affiliate Reseller. Affiliate Reseller shall bear all costs of transportation

and insurance and will promptly reimburse Hi-Tech if Hi-Tech pays for such expenses. Hi-Tech shall not be in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Affiliate Reseller, or otherwise arisen out of causes beyond the control of Hi-Tech. Nor shall Hi-Tech at any time be liable for any incidental, special or consequential damages.

Retention of Intellectual Property Rights: The Affiliate Reseller agrees that Hi-Tech or, in applicable instances, Hi-Tech's Licensor, retains the entire right and title to the intellectual property relating to the Product including, but not limited to, all patents, trademarks and copyrights anywhere, In partial consideration for granting Affiliate Reseller the rights to sell Product hereunder, the assistance of Hi-Tech, the price discounts provided, and other valuable consideration, Affiliate Reseller agrees to, and is not authorized to, duplicate or otherwise manufacture or arrange for such duplication or manufacture, of the hardware or software in the Product at any time during or after the term of this Agreement, and agrees not to challenge the validity of the patents, trademarks or copyrights during the term hereof. No transfer of Hi-Tech technology or Intellectual Property occurs by virtue of this agreement and the sale of the Product to Affiliate Reseller, No royalties are paid or due by either party under this Agreement.

Use of Software: Affiliate Reseller is not authorized to copy any software except for archival or servicing purposes, or as otherwise set forth herein or in any attached schedules.

Trademarks and Trade Names: Hi-Tech does not grant any rights in, and the Affiliate Reseller acknowledges that it shall have no right or interest in now or hereafter, any trademarks and/ or trade names owned, used or claimed now or in the future by Hi-Tech, and Affiliate Reseller will not apply in any country for any trademark applications regarding any marks that Hi-Tech claims or is using as a trademark anywhere. Affiliate Reseller acknowledges Hi-Tech's sole ownership in the Hi-Tech trademarks, whether marks are registered or not in any relevant domain, and disclaims any interest in them, waiving all right to challenge or claim interest in the marks of any reason.

Exclusions: Under no circumstances shall Hi-Tech have any liability to the Affiliate Reseller if any third person's claim of patent or copyright infringement based upon or arise out of: (a) alterations by the Affiliate Reseller or the Customer or other user of the Product furnished by Hi-Tech; (b) failure of the Affiliate Reseller to use updated Product provided by Hi-Tech for avoiding infringement; (c) use of the Product furnished by Hi-Tech in combination with apparatus or software not furnished by Hi-Tech; (d) processes or methods allegedly performed by the Product; (e) use of the Product furnished by Hi-Tech in the manner for which the same were neither designed nor contemplated; or (f) a patent or copyright in which the Affiliate Reseller has direct or indirect interest by license

or otherwise. The Affiliate Reseller agrees to indemnify and hold harmless Hi-Tech for any violation of this provision.

Disclaimer and Warranty Against Infringement: THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ANY CLAIM OF INFRINGEMENT, ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN ANY STATUE, LAW, OR REGULATION IS EXPRESSLY DISCLAIMED.

Limited Warranty: HI-TECH MAKES NO WARRANTIES OR REPRESENTATIONS AS TO PERFORMANCE OF HI-TECH'S PRODUCT OR AS TO SERVICE TO THE AFFILIATE RESELLER OR TO ANY OTHER PERSON, EXCEPT AS SET FORTH HEREIN AND IN HI-TECH'S PRINTED LIMITED WARRANTIES ACCOMPANYING THE PRODUCTS, NO WARRANTIES WITH REGARD TO THE PRODUCTS, WHETHER OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE , ARE CREATED BY THIS AGREEMENT. HI-TECH HEREBY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE DISCLAIMERS DO NOT APPLY WHERE SUCH DISCLAIMER IS PROHIBITED BY LAW. HI-TECH HEREBY DISCLAIMS ANY REPRESENTATIONS TO WARRANTY THAT THE PRODUCTS ARE COMPATIBLE WITH ANY COMBINATION OF OTHER PRODUCTS THE AFFILIATE RESELLER OR ANY OTHER PERSON CHOOSE TO CONNECT TO THE HI-TECH PRODUCTS.

Exceptions to any warranties: Notwithstanding any other provisions of this Agreement, or any warranties that exist, it is understood Hi-Tech shall have no liability or obligation to the Affiliate Reseller with respect to any Products which have been subjected to abuse, misuse, improper use, negligence, accident, modification, alteration, tampering, failure of the end user to follow normal operating and maintenance procedures outlined in the user's manual or as otherwise instructed by Hi-Tech in writing, attempted repair by non-qualified personnel, operation of the unit outside of the normal environmental and electrical specifications, or if such Products original identification (serial number , trademark) markings have been defaced, altered or removed.

Prohibited Representations: The Affiliate Reseller shall make no warranties or representations on behalf of Hi-Tech to Customers or to the trade with respect to any of the Products, except such as may be expressly approved in writing by Hi-Tech and Affiliate Reseller agrees to hold Hi-Tech, and any parent, affiliated, or subsidiary companies of Hi-Tech Enterprises, Inc. their respective officers, directors and employees harmless from all (1) court awarded damages (including attorneys' fees of the plaintiff), attorneys' fees of and court costs incurred by Hi-Tech as a result of any legal action against Hi-Tech: and (2) any sums paid in settlement of any claim or threat of legal action or legal action including reasonable attorneys fees and related cost and expenses, based on such unauthorized warranties or representations.

Limitations on damages: THE LIABILITY OF HI-TECH, IF ANY, AND THE AFFILIATE RESELLER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF LEGAL THEORY, AND WHETHER ARISING IN TORT OR CONTRACT, WITH REGARD TO THIS AGREEMENT, REGARDLESS OF THE DELIVERY OR NON-DELIVERY OF THE PRODUCTS OR WITH RESPECT TO THE PRODUCTS, SHALL NOT BE GRATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCTS THEREFORE WITH RESPECT TO WHICH SUCH CLAIM IS MADE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE PRODUCTS, COST OF CAPITAL, AND THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS, OR FOR ANY OTHER REASON WHATSOEVER. IF THIS LIMITATION VIOLATES ANY LOCAL OR OTHER APPLICABLE LAW, THEN SUCH PROVISION SHALL BE INAPPLICABLE.

Applicable Law. This Agreement shall be governed by the laws of the State of Florida and is accepted by Hi-Tech at its Corporate Office at 5601 – 116th Avenue North, Suite D, Clearwater, FL 33760. Hi-Tech's rights granted hereby are cumulative and in addition to any rights it may have at law or equity.

DESCRIPTION OF THE TERRITORY: North America and Canada

Hi-Tech Enterprises, Inc.

By: _____ Date: _____
(Authorized Officer Signature)

Printed Name: _____ Title: _____

By: _____ Date: _____
(Authorized Officer Signature)

Printed Name: _____ Title: _____