



## COMMISSION AGREEMENT

This Commission Agreement ("Agreement") is between NORTH CAROLINA CCTV INC ("Company") and \_\_\_\_\_ ("Agent").

In consideration of the mutual agreements and covenants here in contained the parties here to agree as follows:

1. **AGENCY:** The Company appoints the Agent as its  X  exclusive agent or \_\_\_\_\_ non-exclusive agent for the following purpose

### SALES OF SURVEILLANCE EQUIPMENT (INSTALL AND SERVICE)

2. **INDEPENDENT CONTRACTOR:** This Agreement shall not render the Agent an employee, partner, or joint venture with the Company for any purpose. The Agent is and will remain an independent contractor in his or her relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Agent's compensation hereunder. The Agent shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

3. **DUTIES:** The following duties shall be required of Agent:

1. Obtaining new account.
2. Follow leads from other clients, track advertisements in trade journals.
3. Monitor the sales, prices, and products of competitors.
4. Identify and develop new accounts and sales opportunities.
5. Develop a sales plan.
6. The ability to influence key decision makers.
7. Recommends customized solutions to meet customers' requirements.  
Organize efforts and process to contact new and existing business system needs
8. Sell our established products to business and industrial clients.(also residential)  
Conduct client meetings and travel to client sites, no overnight travel.  
Continually develop new business opportunities with an eye to the future.  
Responsible for heavy volume of daily prospecting, cold calling, appointment setting, and closing business accounts.

Agent shall lack authority to bind Company to any agreement or contract until Agent obtains written consent from LEONARD RADULESCU of the NORTH CAROLINA CCTV, INC.

4. **COMMISSION:** For the Agent's services, the Company shall pay the Agent the following commission percentage: **5%** of the Agent's total sales.  
THE COMISSION WILL BE CALCULATED BEFORE TAXES. THE COMISSION WILL BE PAID EVERY FRIDAY (AFTER CASHING THE FULL AMOUNT FROM CUSTOMER)

The Company shall not be obligated to reimburse the Agent for any additional expenses incurred in the performance of services pursuant to this Agreement unless agreed in writing by the Company in advance.

**7. TERM:** Unless renewed, this Agreement expires at midnight on 01/01/2009.

**8. RENEWAL:** This Agreement shall automatically renew for increments of   X   days or   X   one month or   1   one year, unless either party gives   30   days written notice to the other party of his or her intent not to renew. Notice shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, written document.

If to the Company to:

MARIUS LEONARD RADULESCU  
[Typed or Printed Name of Company Representative]

2532 WASHINGTON AVE CREEDMOOR NC 27522  
[Company Representative's Address]

If to the Agent to:

\_\_\_\_\_  
[Typed or Printed Name of Agent]

\_\_\_\_\_  
[Agent's Address]

The parties shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**9. EXCLUSIONS:**   X   not applicable or        Excluded from this Agreement are all existing written agreements in place at the time of the execution of this Agreement with other agents.

**10. MODIFICATION:** This Agreement may not be modified except by amendment reduced to writing and signed by both Company and Agent. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof.

**11. ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in the Agent's duties or commission will not affect the validity or scope of this Agreement.

**12. GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION:** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. AGENT HEREBY EXPRESSLY CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF NORTH CAROLINA FOR ANY LAWSUIT FILED THERE AGAINST THE AGENT BY THE COMPANY ARISING FROM OR RELATING TO THIS AGREEMENT.

**13. SEVERABILITY:** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

**14. HEADINGS:** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

**15. ATTORNEY FEES:** In the event that this Agreement becomes subject to litigation between the parties hereto, the parties agree that the prevailing party shall be entitled to an award of attorney's fees, costs, and the prevailing statutory interest from the other party.

**16. ADDITIONAL ACKNOWLEDGMENTS:** Both parties acknowledge and agree that: (a) the parties are executing this Agreement voluntarily and without any duress or undue influence; (b) the parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and (c) the parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Agreement.

**17. FURTHER DOCUMENT:** If any other provisions or agreements are necessary to enforce the intent of this document, both parties agree to execute such provisions or agreements upon request.

This Agreement, consisting of 3 pages, including this page, is entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Company: **NORTH CAROLINA CCTV, INC**

\_\_\_\_\_  
[Signature of Company Representative]

MARIUS LEONARD RADULESCU  
[Typed or Printed Name of Company Representative]

Agent:

\_\_\_\_\_  
[Signature of Agent]

\_\_\_\_\_  
[Typed or Printed Name of Agent]