

A.C.T. - AUTOGLASS CLAIMS TEAM, INC. Service Agreement

This Service Agreement dated this ____ day of _____, 20____, is between Autoglass Claims Team, Inc. (A.C.T.) and _____ (“VENDOR”), an auto glass repair service facility.

A.C.T. assists VENDOR in the coverage verification, repair authorization, invoicing and collection processing of windshield repair claims to ALL insurance companies. A.C.T. does not represent any insurance company or network contracted with insurance companies. A.C.T. does represent the VENDOR and promotes windshield repair as the first viable option to be considered by consumers.

A.C.T. and the above-mentioned VENDOR agree to the following:

- A.C.T. will enroll the VENDOR with Insurance Company networks.
- A.C.T. will supply a single toll-free phone number (**888 228-9108**) for initiating windshield repair insurance claims.
- A.C.T. will process windshield repair insurance claims and remit payment to the VENDOR within three business days of receiving payment from the Insurance Carrier according to attached **Exhibit A**. (see Optional Rapid-Pay Plan Addendum for faster payments)
- A.C.T., when receiving referrals for windshield repair work, will forward them to participating VENDOR according to the attached **Exhibit A**.
- A.C.T. will process claims for VENDOR for a fee according to **Exhibit A**.

VENDOR agrees, when using A.C.T. services, **in each instance**, to authorize A.C.T. to represent VENDOR in order to complete the claims process. VENDOR agrees to permit A.C.T. to collect payment for each job submitted by VENDOR and processed by A.C.T. VENDOR agrees to accept its payment from A.C.T. according to the schedule outlined in **Exhibit A**.

VENDOR further agrees:

- To fully explain the expected cosmetic and structural results to the customer.
- To fully explain its **minimum** one year warranty to the customer.
- To call A.C.T. before starting the repair if not preauthorized. (see Exhibit A)
- To have the customer available for a conference call for Plan 2.
- **To keep on file a copy of the VENDOR's invoice signed by the customer.**
- To be exclusively responsible for payment of all Local, State & Federal taxes.
- There is no employer/employee relationship with A.C.T.. VENDOR is strictly an independent contractor.
- To assume all risk of loss in connection with the performance of a repair and further agrees to hold A.C.T. harmless in the event of any loss.
- To hold A.C.T. harmless in any dispute VENDOR may have with any insurance company or third party administrator of any insurance company including, but not limited to, rejections, short pays, or any other loss of revenue or business.
- That any liability of A.C.T. will be limited to the published fees contained in **Exhibit A**.
- In the event of an unsuccessful or unacceptable windshield repair, VENDOR shall reimburse A.C.T. the amount paid by A.C.T. to VENDOR for the repair, if payment occurred.
- VENDOR shall indemnify, protect, relieve and hold harmless A.C.T., its related companies, officers, and employees against all liabilities, claims, or demands for injuries sustained to any person or property arising from an alleged breach of warranties or negligence from the performance of VENDOR pursuant to this Agreement.
- To notify A.C.T. **immediately** if the repair is **not completed**, is scheduled for a **later** date or if a **replacement**, rather than a repair, is recommended.
- This agreement and any Exhibits/Addendums attached hereto are the complete agreement between VENDOR and A.C.T. and any modifications to this Agreement must be in writing and signed by both parties.
- That this agreement shall be construed according to the laws of the State of Illinois and may be terminated by either party with 30 days written notice.

Exhibit A

A.C.T. Autoglass Claims Team, Inc. Services Agreement cont'

A.C.T. charges a one-time participation/administrative fee of...\$25.00, but there are no recurring monthly or annual maintenance fees.

A.C.T. offers the following Plans: (Check only **one** box.)

- Plan 1) EDI-Plus** (not eligible for Rapid-Pay Plan)..., for a fee of \$2.95 per claim submitted, A.C.T. will:
- EDI (submit electronically) VENDOR's pre-authorized claims under VENDOR's tax-I.D. number if requested or otherwise under A.C.T.'s tax I.D. number.
 - **Plus**, A.C.T. will submit non-EDI-able invoices under VENDOR's letterhead. VENDOR's claims can be submitted to A.C.T. by:
 1. Toll-free phone call (888 228-9108)
 2. Toll-free fax (888 458-2098)
 3. Online at <http://www.actclaims.com/Online-Claims-Center-Chip-Repair.html> or
 4. Email at: claims@actclaims.com
 - A.C.T. also charges 50 cents extra for each re-submission due to incorrect or unreadable information provided by VENDOR. If Insurance companies or their third party administrators pay VENDOR directly, VENDOR agrees to automatic checking account debits by A.C.T., on the first day of each month, to cover these fees. **Upon request, A.C.T. will provide VENDOR monthly exports of claims activity in Excel* format.**

- Plan 2) Full-Service**, for a fee of \$5.95 (\$8.95 for Rapid-Pay participants) for pre-authorized claims, A.C.T. provides:
the same features as Plan 1 plus

1. Invoice follow-up to insure timely payment.
2. Invoice correction and resubmission and
3. Eligibility for optional A.C.T. Rapid-Pay Program

Or for a fee of \$12.95 (\$15.95 for Rapid-Pay participants), A.C.T. provides all of the previous features plus:

1. Coverage verification
 2. Repair authorization
 3. Steering prevention
 4. Live windshield repair technical support and
 5. VENDOR or VENDOR's technician can be **off the phone in 30 seconds** in order to service the vehicle while A.C.T. conferences in VENDOR's customer with the proper claim center.
- A.C.T. will pay by direct deposit (with executable check-o-matic form on file) into VENDOR's checking account the actual amount received from the insurance company less the respective A.C.T. processing fee(s) on Tuesdays and Fridays.
 - A.C.T. will deduct **an additional manual-processing fee of \$1.50 per claim** and pay by company check via U.S. Mail to VENDORS without a properly executed check-o-matic form.
 - Fees will only be deducted **after** the Insurance Company pays the claim unless VENDOR is a Rapid-Pay participant, in which case fees are deducted at the time the claim is prepaid.

- A.C.T. will fax or Email VENDOR's accounting office a statement detailing the claims/invoices paid.
- If the Insurance Company pays VENDOR directly, the respective A.C.T. fee will be debited from subsequent payments or from VENDOR's account.
- Eligible for Custom Rewards/Incentive plans administered by A.C.T.

Upon request (Check here), A.C.T. will provide VENDOR with monthly exports of claims activity In Excel* format.

Should A.C.T. be unable to collect on a claim that is over 90 days old, for whatever reason, A.C.T. will automatically void the claim from A.C.T.'s system. However, should payment be received after the 90 days, A.C.T. will still pay the VENDOR the amount received, less the respective A.C.T. fee.

If VENDOR has past due invoices with our affiliate, Liquid Resins International, 30 days past VENDOR's due date, A.C.T. reserves the right to redirect VENDOR claim settlements to Liquid Resins International to the extent of outstanding invoices meeting that criteria.

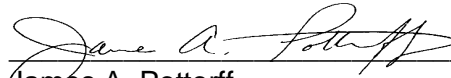
A.C.T. reserves the right to increase its pricing structure with a 30 day written notice to VENDOR.

* Excel is a registered Microsoft Corporation product.

VENDOR

A.C.T.

(VENDOR Company Name)



James A. Pottorff

(VENDOR Officer Signature)

PRESIDENT
(Title)

(VENDOR Officer Title)

(Date Accepted)

A. C. T. PARTICIPATION FORM

MAKE COPIES OF THIS PAGE AND COMPLETE ONE FOR EACH LOCATION

COMPANY NAME _____

MAKE PAYMENTS

TO: _____

(IF DIFFERENT FROM COMPANY NAME ABOVE)

CONTACT NAME _____

ADDRESS _____ (Not P.O. Box)

CITY _____ STATE _____ ZIP _____

COUNTY _____ STATE SALES TAX _____% COUNTY TAX _____%

LOCAL TAX _____% DO YOU CHARGE SALES TAX ON LABOR? _____ YES _____ NO

MAIN PHONE # _____ / _____ - _____ FAX # _____ / _____ - _____

CLAIMS PHONE # _____ / _____ - _____ (the # where the repair is being performed)

ALTERNATE PHONE # _____ / _____ - _____ HOME # _____ / _____ - _____

EMAIL ADDRESS _____ @ _____

WEBSITE ADDRESS _____

FEDERAL TAX ID # _____ - _____ OR SS# _____ - _____

DAYS & HOURS OF OPERATION: WEEKDAYS _____ A.M. TO _____ P.M.

SATURDAY _____ A.M. TO _____ P.M. SUNDAY _____ A.M. TO _____ P.M.

RADIUS OF COVERAGE FROM ABOVE ADDRESS: _____ MILES.

DOES YOUR COMPANY ALSO REPLACE GLASS? YES _____ NO _____

PLEASE SUBMIT EVIDENCE OF LIABILITY INSURANCE OR HAVE YOUR AGENT
FAX US A CERTIFICATE OF GENERAL LIABILITY COVERAGE (888.458.2098).

**THIS FORM MUST BE COMPLETED AND RETURNED TO A.C.T. ALONG WITH YOUR
\$25 SIGNUP FEE BEFORE PAYMENTS CAN BE SENT TO YOU.**

SUBMIT FORM TO:

A.C.T.

OR FAX TO: 888.458.2098

4295 N HOLLY RD

OLNEY, IL 62450

A C T
AUTOGLASS CLAIMS TEAM, INC.

Phone: 618-393-4224 Fax: 618-392-3202

AGREEMENT FOR CHECK-O-MATIC METHOD
(NOT TRANSFERABLE OR NEGOTIABLE)

AUTOGLASS CLAIMS TEAM, INC. TAX ID # 37-1400631

I (We) hereby authorize (a) **AUTOGLASS CLAIMS TEAM, INC.** to initiate deposit and debit entries to my (our) account indicated below to pay the valid credits and fees due on claims transactions and (b) authorize the Financial institution named below (INSTITUTION) to credit or debit my (our) account for such amount.

BANK NAME _____ Phone: _____
ADDRESS _____ Fax: _____
CITY _____ STATE _____ ZIP _____
DEPOSITOR'S TAX I.D.# _____
TRANSIT/ABA # _____
DEPOSITOR'S ACCOUNT # _____

The term "debit entry" shall include charges and chargeback's of invalid credit transactions to my (our) account by orders initiated by electronic means, checks, drafts or any other order. I agree that a photographic copy of this agreement shall be as valid as the original.

I (We) have the right to stop payment of a debit entry by giving notice to INSTITUTION in such time as to afford INSTITUTION a reasonable opportunity to act prior to charging my (our) account. After my (our) account has been charged, I (we) have the right to have the amount of an erroneous debit immediately credited to such account by INSTITUTION up to 15 days following issuance of statement or 45 days after posting, whichever occurs first.

INSTITUTION'S treatment of each account debit, check, draft or other order initiated by AUTOGLASS CLAIMS TEAM, INC., and its rights with respect to it will be the same as if it were signed personally by me (us). If any such debit entry is dishonored for any reason, INSTITUTION will not be under any liability even though dishonor results in a breach of the service agreement with AUTOGLASS CLAIMS TEAM, INC.

In addition, I (we) have read, fully understand and agree to the following:

- This agreement is in effect whenever I (we) or one of my (our) representatives calls AUTOGLASS CLAIMS TEAM, INC. for assistance in processing a claim.
- AUTOGLASS CLAIMS TEAM, INC. may increase fees or change the billing cycle only after notifying me (us) in writing at least 30 days prior to the change.
- AUTOGLASS CLAIMS TEAM, INC. will not send bills. Periodic statements, cancelled checks or other orders received by me (either of us) from INSTITUTION will be my (our) notice.
- I (We) may terminate this agreement anytime by sending written notice to AUTOGLASS CLAIMS TEAM, INC. or INSTITUTION.
- I (We) also understand if this agreement is terminated for any reason, or if my (our) account has insufficient funds, all fees due will become directly payable to AUTOGLASS CLAIMS TEAM, INC. 4295 N Holly Rd, Olney, IL. 62450

DATE _____

(Attach Voided Check)

DEPOSITOR Signature X _____

PROOF OF INSURANCE

Dear Shop Owner/Manager:

Lynx Services requires that each shop provide them with **PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE** as stated in the State Farm Offer and Acceptance Agreement under section G: Insurance. Please send a copy of your declarations page of your Liability Insurance policy or you can have your insurance agent FAX a copy to us at (618) 392-3202 or (888) 458-2098.

The certificate must specifically list the following information:

- 1) Insurance carrier name
- 2) Policy number
- 3) Effective date of policy
- 4) General liability insurance coverage amount (\$500,000 minimum)
- 5) Shop's name and physical address
- 6) Issuing agent's name, address and telephone number

If you have more than one shop, your agent can prepare an insurance certificate as follows:

- 1) a **separate** insurance certificate for each shop, **specifically listing each shop name and physical address, OR**
- 2) **one** insurance certificate for all shops, and in the "Description of Operations Locations/Vehicles/Exclusions added by Endorsement/Special Provisions" section, **specifically listing each shop name and physical address.**

If you have any questions, please feel free to call us at (618) 393-4224 or (888) 228-9108. Thank you.

Your shop will be listed as "non-approved" for all claims processed through Lynx Services without a valid Certificate of Insurance.

ADDITIONAL INFORMATION NEEDED
REGARDING MOBILE REPAIRS

If your shop intends to perform mobile repairs, please complete the following too:

Shop Name _____

A.C.T. Shop # _____

Do you perform **mobile** repairs **ONLY**? _____

Distance (1 way) you are willing to travel for mobile repair:
_____ miles

For the vehicle used for performing the mobile repairs, please provide additional information:

Year, make and model _____

VIN # _____

License plate # _____

State issuing license plate _____

Please complete promptly and mail or FAX to:

A.C.T./Autoglass Claims Team
4295 North Holly Road
P. O. Box 760
Olney, IL 62450
Telephone: (888) 228-9108
FAX: (888) 458-2098

A.C.T. Services Agreement Addendum
Optional Rapid-Pay Plan
(Only available with Plan 2)

This Service Agreement Addendum dated this _____ day of _____, 20____, is added to the A.C.T. Services Agreement between Autoglass Claims Team, Inc. (A.C.T.) and _____ (“VENDOR”), an

auto glass repair service facility.

For an additional fee of \$3 per invoice, A.C.T. agrees to expedite payment to VENDOR on the next Tuesday or Friday according to the following schedule:

Valid invoices received on Monday, Tuesday or Wednesday will be paid on Friday, while valid invoices received on Thursday, Friday, Saturday or Sunday will be paid on Tuesday. Funds will be deposited into VENDORS designated account and will become available as soon as VENDORS bank finalizes the transaction.

VENDOR may submit claim invoices in one of the following ways:

- a.) Via the Internet at <http://www.actclaims.com/Online-Claims-Center-Chip-Repair.html>
- b.) By faxing signed legible invoices/work orders to **1 618 392-3202, 1 888 458-2098 or 1 877 300-3053**
- c.) By calling A.C.T. at **1 888 228-9108 or**
- d.) By Email to claims@actclaims.com

For value received, the undersigned VENDOR hereby unconditionally and irrevocably assigns and transfers unto A.C.T., all right, title, and interest in and to all invoices paid to VENDOR by A.C.T. The undersigned hereby warrants that he/she has full right, power, and authority to enter into this assignment and transfer, and that the rights and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest. This assignment shall be binding upon and inure to the benefit of the parties, their heirs, successors, assigns, and personal representatives.

VENDOR hereby directs all Insurance companies, their third party administrators and claims adjusters to pay A.C.T. directly for all invoices submitted by A.C.T. on behalf of Vendor until A.C.T. submits a letter of release to said Insurance company, third party administrator or claims adjuster.

If A.C.T. advances payment to the VENDOR and an insurance company subsequently rejects, charges back, short pays or fails to pay the invoice within 60 days for any reason, VENDOR agrees that A.C.T. will charge back the said amount from the next payment due the VENDOR. Vendor agrees to notify A.C.T. within 24 hours if payment is received directly from an insurance carrier on an invoice that has already been paid by A.C.T. and, in such case, A.C.T. will reduce VENDORS next payment accordingly including A.C.T.'s processing fee. If no invoices have been submitted to cover the aforementioned rejects, short pays, charge backs or direct pays, VENDOR agrees to a debit from the account to which the payment was made and, if necessary, to submit payment to A.C.T. upon receipt of an invoice from A.C.T.

When adding this Addendum to the A.C.T. Services Agreement, VENDOR agrees:

If any obligation under this Addendum is not paid when due, the VENDOR promises to pay all costs of collection, including attorney fees, whether or not a law suit is commenced as part of the collection process. If any of the following events of default occur, any obligations of the VENDOR to A.C.T. shall become due immediately, without demand or notice:

- 1) The failure of the VENDOR to pay the balance due in full on or before the due date;
- 2) The death of the VENDOR ;
- 3) The filing of bankruptcy proceedings involving the VENDOR as a debtor;
- 4) The application for the appointment of a receiver for the VENDOR;
- 5) The making of a general assignment for the benefit of the VENDORS creditors;
- 6) The insolvency of the VENDOR;
- 7) A misrepresentation by the VENDOR to A.C.T. for the purpose of obtaining credit.

If any one or more of the provisions of this Addendum are determined to be unenforceable, in whole or part, for any reason, the remaining provisions shall remain fully operative.

All parties agree that photocopies of this signed agreement are as valid as the original.

This Addendum shall be construed in accordance with the laws of the State of Illinois.

VENDOR

A.C.T.

VENDOR Company Name _____

Autoglass Claims Team, Inc.

VENDOR Officer Signature X _____

X _____

VENDOR Officer Title _____

President

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								
or								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.