

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

This Service Agreement Addendum dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009, 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 three following ways:

- a.) Via the Internet at [www.actclaims.com](http://www.actclaims.com),
- b.) By faxing signed legible invoices/work orders to **1 618 392-3202**, or
- c.) By calling A.C.T. at **1 888 228-9108**.

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