

GROUP RATING PARTICIPATION AGREEMENT

This is an agreement for participation in the Ohio Bureau of Workers' Compensation ("BWC") group rating program ("Program") and administered by Ohio Group Management LLC (the "Administrator") and its affiliated group sponsoring associations ("Sponsors"). The purpose of the Program is to achieve a reduction in workers' compensation premium rates that are reasonably available to employers participating in the Program for a specific rating year. Acceptance in the Program is subject to the specific legal and regulatory requirements established under Ohio Law and must also be consistent with achieving and maintaining premium rate reductions for Program participants.

(the "Company") applies to participate in the Program assigned to it by the Administrator and agrees to the following conditions of participation:

- 1.The Administrator shall have the sole discretion to admit or exclude the Company to/from the membership in the groups it administers for submission to the BWC and for resubmission in subsequent years to the BWC for group rating programs administered by the Administrator or its Sponsors.
- 2.The decisions of the Administrator regarding inclusion of the Company in a Program shall be final, subject to approval and review of the Ohio Bureau of Workers' Compensation. Participation in the Program in any prior year does not automatically qualify the Company for participation in the Program for this particular or any subsequent Program year. The Company acknowledges that final approval of the Program's roster and acceptance of the Company in the Program rests solely with the BWC.
- 3.This Agreement shall become effective on the date the Administrator submits the application for group experience-rating to the BWC and shall continue from year to year until either party notifies the other party of its intent to not renew the Company's membership in the group for the succeeding year.
- 4.The Company will pay group fees or administration fees ("fee") by the due date. If the fee is not paid by the due date, the Administrator will remove the Company from the group for submission to the BWC.
- 5.The Company understands that any estimates of savings provided by the Administrator are estimates only and such savings are not guaranteed. Actual savings or the estimates of the amount of savings may be affected as a result of a number of different factors and changed assumptions such as: (a) when new members are added to the group before the Program application deadline established by the BWC; (b) existing members are deleted from the group before the Program application deadline established by the BWC; (c) the Administrator changes the group to which the Company is assigned; or (d) the BWC changes its calculations of the members modification rates either before or following the application submission date.
- 6.The Program Sponsor has designated Ohio Group Management LLC to be the authorized representative that will provide representation of the Program before the BWC and the Industrial Commission regarding any and all risk related matters pertaining to the group and its member's participation in the Program.
- 7.The Company agrees to sign any and all BWC, Industrial Commission of Ohio, or other Program documents or authorization forms necessary to qualify Ohio Group Management LLC or other representative designated by the Administrator to act as the representative of the Program.
- 8.The Company agrees that the Sponsor and/or the Administrator are not liable for any claims by the Company resulting from the decision of the Administrator or the Sponsor to participate in the group rating program; the Administrator's failure to apply or qualify for the group in any year; the Company's assignment by the Administrator to another group or Sponsor with or without notice; the Company's individual premium; the calculation or subsequent adjustment to the Company's premium by the BWC either as an individual company or resulting from its participation in the group; any questions about the Company's coverage for workers' compensation or lapse of coverage; the Administrator's acceptance or rejection of this application; any workers' compensation claim; any claim for violation of a specific safety requirement (VSSR); any claim or lawsuit for an intentional tort; any suit brought by a third party; any enforcement action by local, state, or federal agency.
- 9.The Company is responsible for timely payments of its own workers' compensation premiums to the BWC. The Company is responsible for other penalties or assessments charged by the BWC and this Agreement does not relieve the Company of such obligations. The Company will notify the Administrator of any inability to pay premium obligations within the BWC time frames.

10.The Company will comply with the minimum safety program requirements established by the BWC for participation in the Program.

11.The Company understands that its acceptance into the Program is based on its current organizational structure and, in the event the Company makes any changes to its operation that negatively impacts the Program or the Company's ability to participate in the Group, the Administrator reserves the right to exclude the Company from future participation in the Program and all parties negatively impacted by the Company's operational changes may pursue rights and remedies set forth in paragraph 13 of this Agreement.

12.The Company will provide the Administrator of any notice and result of BWC audits, including copies of all documents provided to BWC auditors.

13.In the event a change in the Company's operations has a negative rating impact on the Program, the Company agrees to indemnify and save harmless the Program, its employer members, and the Administrator from all losses, costs, and expenses incurred resulting from any change in which the Company may be involved.

14.The Company shall indemnify and hold harmless the Administrator, its successors, agents, affiliates, and subsidiaries from and against all claims, demands, suits, damages, losses, costs, expenses, and fees (including attorneys fees) arising out of or resulting from any claim made against the Company, including any workers' compensation claim.

15.The Company understands that the Administrator is not a law firm and cannot provide legal services as part of this Agreement or its contracted services.

16.No amendment, modification, change or discharge of any term or provision of this application shall be valid or binding unless the same is in writing and signed by the Company and the Administrator.

17.The Company has read this application and by signing agrees to the limitations and conditions specified herein.

Company Name

Date

Company Representative

Title

Ohio Group Management, LLC
Group Administrator