

**AMENDMENT TO THE 2017 PARTICIPATION AGREEMENT FOR THE NATIONAL
FEDERATION OF INDEPENDENT BUSINESS-MEMBER SERVICES CORPORATION
(NFIB-MSC) WORKERS' COMPENSATION GROUP RATING PLAN**

This Amendment to the 2017 Participation Agreement for the National Federation of Independent Business-Member Services Corporation (NFIB-MSC) Workers' Compensation Group Rating Plan is made a part of the 2018 Participation Agreement (as automatically renewed) by and between National Federation of Independent Business - Member Services Corporation ("NFIB-MSC") and Participating Employers ("Participant"). It is agreed by and between the Parties that this Amendment shall be considered as an integral part of the above-referenced Agreement and shall, in all respects be governed by the provisions of that Agreement: provided however, where identical provisions are addressed in both the above-referenced Agreement and this Amendment, the provisions of this Amendment shall control.

NOW, THEREFORE, the Parties agree as follows:

1. The dates in the first sentence of the first paragraph under Section 4 ("TERM OF AGREEMENT") are amended to read, " March 1, 2018 through February 28, 2019 for the term of the Agreement beginning March 1 each year and January 1, 2018 to December 31, 2018 for the term of the Agreement beginning January 1 each year."
2. The third sentence of the first paragraph under Section 4 ("TERM OF AGREEMENT") is amended to read, "The OBWC 2018 Group Rating Year begins on July 1, 2018 and ends on June 30, 2019 as it relates to payroll reporting and premium payment".
3. The year in the first sentence of the second paragraph under Section 4 ("TERM OF AGREEMENT") is amended to read, "2018".
4. The second sentence of the second paragraph under Section 4 ("TERM OF AGREEMENT") is amended to read, "For any succeeding automatic renewal term, payment of the Participant's Enrollment Fee, as provided in Section 7, remittance of other documents as specified in Section 8, and the inclusion of the Participant on the application for a group rating program filed with the OBWC constitutes the Participant's application into the Program, and its continuing acknowledgement and acceptance of all of the terms and conditions of the renewed Agreement.
5. The word "which" in the third sentence of the first bullet of the MANAGEMENT REPORTS under Section 6 ("SERVICES") is amended to read, "who".
6. The dates in the fourth sentence of the first paragraph under Section 7 ("ENROLLMENT FEE") are amended to read, "March 1, 2018 through February 28, 2019 for the term of the Agreement beginning March 1 each year and January 1, 2018 to December 31, 2018 for the term of the Agreement beginning January 1 each year."
7. The year in the third sentence of the fourth paragraph under Section 7 ("ENROLLMENT FEE") is amended to read "2018".
8. The dates in the first sentence of the sixth paragraph under Section 7 ("ENROLLMENT FEE") are amended to read, "March 1, 2018 through February 28, 2019 for the term of the Agreement beginning March 1 each year and January 1, 2018 to December 31, 2018 for the term of the Agreement beginning January 1 each year."
9. The language "(more than forty five (45) days past due)" in the first bullet of the sixth paragraph under Section 7 ("ENROLLMENT FEE") is deleted.
10. The language "4123-17-14" in the fifth bullet of the sixth paragraph under Section 7 ("ENROLLMENT FEE") is amended to read, "4123-17-14 and 4123-17-16 (B)".
11. The year in the first sentence of the seventh paragraph under Section 7 ("ENROLLMENT FEE") is amended to read, "2018".
12. Section 8 ("APPLICATION BY PARTICIPANT") is amended to include, the following new third paragraph: " For any succeeding renewal term, Participant understands that it is responsible, under Section 14, for providing any and all documentation regarding a change in prior disclosures and representations at the time of reenrollment and reapplication into the Program. If Participant fails to provide the requisite update pursuant to Section 14 of this Agreement, and the false misrepresentation and/or failure to disclose results in a negative financial impact to the Program, NFIB-MSC's may seek reimbursement from Participant on behalf of the Program and/or participating members, as well as, removal of Participant from the Program."
13. The dates in the third sentence of the first paragraph under Section 17 ("GENERAL PROVISIONS") are amended to read, "(July 1, 2018 through June 30, 2019)."
14. The dates in the first sentence of the second paragraph under Section 17 ("GENERAL PROVISIONS") are amended to read, "March 1, 2018 and end on February 28, 2019 for the term of the Agreement beginning March 1 each year and January 1, 2018 to December 31, 2018 for the term of the Agreement beginning January 1 each year ."

By signing and submitting the enclosed Program document(s) as outlined in Section 8 of this Agreement and/or *Invoice*, and/or Employer Disclosure Form hereby incorporated by reference in this Agreement though not physically attached, the Participant acknowledges it has read, understands and agrees to the terms and conditions of this Participation Agreement or Addendum and Amendment, with the intent to be legally bound by those terms and conditions.

IN WITNESS WHEREOF, the parties acknowledge that they have read this Amendment, understand it and agree to be bound by its terms.

NFIB-MSC by:



Roger R. Geiger
Vice President & NFIB/Ohio Executive Director

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