

HOLD HARMLESS AND MARKETING AGREEMENT

The purpose of this Agreement is to confirm the relationship between the City of Durham, with its primary office located at 101 City Hall Plaza, Durham, NC 27701 (“Employer”), and Liberty Mutual Insurance Company and only its subsidiaries and affiliates writing and distributing personal market insurance through licensed agents employed directly by Liberty Mutual and operating collectively as the companies of Liberty Mutual Personal Markets, having a principal place of business at 175 Berkeley Street, Boston, Massachusetts 02116. (“Liberty”).

DEFINITIONS

“Eligible Employees” means Employer’s employees and retirees.

“Insurance Products” means auto, home, and other personal insurance products offered to the Eligible Employees in connection with the Program (the Program is defined in Section 1).

“Discounted Rate” means the discounted rate Liberty Mutual agrees to provide for specified Insurance Products to an Eligible Employee pursuant to this Agreement.

“Participating Employee” means an Eligible Employee who purchases an Insurance Product.

“Indemnified Parties” means Employer, its officers, directors, and employees.

1. PROGRAM

The Program, marketed and underwritten by Liberty, is a voluntary personal insurance program through which Eligible Employees are able to purchase Insurance Products (the “Program”). The Discounted Rate under this Program shall be offered to the Eligible Employees in addition to Liberty’s standard discounts; which are approved for use in the relevant jurisdiction. The Discounted Rate will be offered so long as allowed by law and as long as Liberty, in its sole discretion, deems rates adequate to support such a rate. The Program and the offering of the Insurance Products shall be subject to Liberty’s underwriting standards and rates and subject to Liberty’s sole discretion in making business decisions regarding states in which it offers coverage.

2. PROGRAM PARTICIPATION

Election to purchase any of the Insurance Products offered through the Program will be at the option of the Eligible Employee. A Participating Employee shall have the option to select one of the following payment options: direct bill, electronic funds transfer through their checking account, or if applicable, payroll deduction. Employer will not be considered an agent of Liberty Mutual for any purpose, including the collection of premiums.

3. INDEMNIFICATION

Liberty agrees to indemnify and hold harmless the Indemnified Parties for, from, and against, any and all liability, damage and costs (including reasonable attorney fees) arising out of any claim or action brought against the Indemnified Parties which arise as a result of acts or omissions of Liberty or their employees in the performance of this Agreement. The Indemnified Parties agree that Liberty may, at its option and expense, direct the defense, compromise, or settlement of any such claim and employ attorneys of its own selection to defend, compromise, or settle the same. In addition, Employer agrees to notify Liberty in writing within 15 days of any suit or claim made against the Indemnified Parties. This section shall survive the termination of this Agreement.

4. PRIVACY

In accordance with applicable state and federal laws and regulations, including but not limited to provisions of Gramm-Leach-Bliley Title V, Liberty and Employer agree to hold in confidence any and all non-public personally identifiable information relating to the Eligible Employees which may be obtained from one another in performance of this Agreement. Liberty warrants that it is in compliance with federal and state privacy laws and agrees not to sell, release, or distribute any information relating to the Eligible Employees to any third party except for those third parties providing services integral to the performance of this Agreement.

5. TERM AND TERMINATION

This Agreement, dated **May 1, 2015**, shall continue in perpetuity and may be terminated by either party, at any time, by providing the other party with sixty (60) calendar days advance written notice.

6. PROGRAM COMMUNICATION

The promotion of the Program to the Eligible Employees will consist of a mutually agreed upon communication plan. The communication plan may include some or all of the following promotional activities: on-site sales consultation, interoffice mail and desk drops, electronic mail announcements, links or ads placed on Employer's intranet, information placed in Employer's new hire benefit package, or direct mail. Upon approval by both parties, promotional activities not listed in this section may be used in connection with the communication of this Program.

Employer wishes to offer the Program to the Eligible Employees and the parties execute this Agreement with the authorized signatures below.

CITY OF DURHAM

**LIBERTY MUTUAL INSURANCE
COMPANY**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____