



MUTUAL NONDISCLOSURE AGREEMENT

SOURCING

This Mutual Nondisclosure Agreement (this "Agreement") is entered into by HD Supply Support Services, Inc., a Delaware corporation on behalf of its Affiliate HD Supply, Inc. a Texas corporation and its affiliates and subsidiaries (collectively "HD Supply"), and _____, a _____("Company"), effective as of _____.

BACKGROUND

HD Supply and Company (each, a "Party", and collectively, the "Parties") intend to enter into discussions concerning a possible business transaction (the "Transaction"). In connection with those discussions, each Party will need to disclose certain of its confidential and proprietary information and materials to the other Party. The Parties wish to enter into this Agreement to provide for the disclosure of that confidential and proprietary information and to restrict the use and disclosure of that information and materials by the receiving Party.

The Parties agree as follows:

1. **Definition of Confidential Information.** "Confidential Information" means (a) information and materials that are identified in writing as CONFIDENTIAL at the time of disclosure, (b) information disclosed orally and subsequently identified in writing as CONFIDENTIAL within thirty days following the initial disclosure of such information, (c) information or materials that the disclosing Party treats as confidential and does not disclose publicly, or (d) the information and materials identified on Exhibit A to this Agreement. The Party disclosing Confidential Information is referred to in this Agreement as the "Disclosing Party," and the Party receiving such Confidential Information is referred to as the "Receiving Party." The term "Confidential Information" includes any modifications or derivatives prepared by the Receiving Party that contain or are based upon Confidential Information disclosed by the Disclosing Party, including analysis, reports or summaries of that information.
2. **Limitations on Use.** Confidential Information must be used by the Receiving Party only in connection with analysis of, and discussions concerning a proposed Transaction with the Disclosing Party as contemplated in the Background or as directed in writing by the Disclosing Party. Receiving Party must not use Confidential Information at any time, in any fashion, form or manner, for any other purpose.
3. **Limitations on Disclosure.** Receiving Party will use the same measures to protect the confidentiality of the Confidential Information that it uses to protect the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less

than a reasonable standard of care. Receiving Party will take (and will cause its employees and agents to take) any steps required to avoid inadvertent disclosure of materials in Receiving Party's possession.

4. Access to the Confidential Information. Access to the Confidential Information must be restricted to personnel of Receiving Party engaged in the analysis and discussions concerning a possible Transaction with the Disclosing Party as contemplated in the Background Statement. Receiving Party will furnish access to the Confidential Information to its employees and third party contractors solely on a need-to-know basis. Each Party will furnish the other with a complete list of its employees and agents who have been furnished access to the Confidential Information of the other Party.

5. Ownership of Confidential Information; No Licenses. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

6. Copies of Confidential Information. Confidential Information must not be copied or reproduced by Receiving Party without the Disclosing Party's prior written approval.

7. Return of Confidential Information. All Confidential Information made available under this Agreement, including copies of Confidential Information, must be returned to the Disclosing Party upon the termination of discussions concerning a possible Transaction between the Parties, or, if earlier, upon the request by the Disclosing Party. Any materials prepared by the Receiving Party which include any Confidential Information of the Disclosing Party, including summaries or extracts thereof, must be destroyed, and written certification of such destruction provided to the Disclosing Party.

8. Exceptions. Nothing in this Agreement will prohibit or limit Receiving Party's use of information (a) known to Receiving Party prior to disclosure by the Disclosing Party as evidenced by the written records of the Receiving Party, (b) that is independently developed by the Receiving Party, without reference to the Confidential Information as evidenced by the written records of the Receiving Party, or (c) that is or becomes publicly available through no breach of this Agreement by the Receiving Party, (d) is authorized in writing by the disclosing party to be disclosed without restriction, or (e) becomes available on a non-confidential basis from a source other than one of the Parties, provided that such source is not bound by a confidentiality agreement or obligation to any Party

9. Binding Agreement. This Agreement is and will be binding upon the Parties and each of their respective affiliates, and upon their respective heirs, successors, representatives and assigns.

10. Governing Law. The validity, performance, construction and effect of this Agreement will be governed by the laws of the State of Georgia, without regard to that state's conflict of laws provisions.

11. Equitable Remedies. The Parties recognize that serious injury could result to the Disclosing Party and its business if the Receiving Party breaches its obligations under this Agreement. Therefore, Receiving Party agrees that the Disclosing Party will be entitled to a restraining order, injunction or other equitable relief if Receiving Party breaches its obligations under this Agreement, in addition to any other remedies and damages that would be available at law or equity.

12. Compelled Disclosures. If Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information, Receiving Party must promptly notify Disclosing Party and tender to it the defense of that demand. Unless the demand has been timely limited, quashed or extended, Receiving Party will thereafter be entitled to comply with such demand to the extent permitted by law. If requested by the Disclosing Party, Receiving Party will cooperate (at the expense of the Disclosing Party) in the defense of a demand.

13. No Use of Names. Receiving Party may not use the name or logo of HD Supply or any of its affiliates, or any abbreviation or adaptation thereof, in any advertising, trade display, or published statement or press release, or for any other commercial purpose, without the prior written consent of HD Supply (in its sole discretion). The fact that the Parties are engaged in discussions concerning a Possible Business Arrangement, and the terms of those discussions, is Confidential Information and may not be disclosed for any purpose.

14. Non-Solicitation of Employees. During the pendency of discussions concerning a possible Transaction between the Parties, and for a period of one year following termination of such discussions, neither Party will solicit the employment of any employee of the other Party.

15. Term; Survival of Obligations. This Agreement will terminate upon the first to occur of (1) termination of discussions between the Parties concerning the Transaction (or if a Transaction is entered into, upon termination of the Transaction), or (2) delivery of written notice of termination by either Party to the other Party. Following termination, the obligations of Receiving Party under this Agreement with respect to the Confidential Information of Disclosing Party will continue in full force and effect as follows: (a) in the case of any information or materials that constitute a trade secret within the meaning of applicable law, for as long as such information and materials remain as a trade secret, or (b) in the case of any other information or materials, for a term of two (2) years from the date of disclosures.

16. Interpretation. The following rules of interpretation must be applied in interpreting this Agreement: (1) the headings used in this Agreement are for reference and convenience only and will not enter into the interpretation of this Agreement, (2) the provisions of the Exhibits to this Agreement are incorporated into this Agreement, (3) as used in this Agreement, the term "including" will always be deemed to mean "including, without limitation," and (4) this Agreement shall not be construed against either Party as the drafter of this Agreement.

17. No Commitment. Nothing in this Agreement will constitute a commitment by either Party to develop or disclose any information or materials, including any Confidential Information, or to acquire or recommend any product, service or asset of the other Party. The

provision of Confidential Information to Receiving Party as contemplated under this Agreement and discussions held in connection with the proposed business arrangement between the Parties will not prevent either Party from pursuing similar discussions with third parties or obligate either Party to continue discussions with the other Party, nor will either Party otherwise be obligated to take, continue or forego any action with respect to the proposed business arrangement. Disclosing Party makes no warranty as to the accuracy or completeness of any information or materials provided in connection with this Agreement.

18. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior discussions and agreements, either oral or written, relating to the subject matter of this Agreement.

Agreed and Accepted:

Agreed and Accepted:

HD SUPPLY, INC.

By: _____
[Signature]

[Print Name]

[Title]

[Date]

By: _____
[Signature]

[Print Name]

[Title]

[Date]

EXHIBIT A

CONFIDENTIAL INFORMATION

Confidential Information will include:

1. All application, operating system, database, communications and other computer software, whether now or hereafter existing, and all modifications, enhancements, and versions thereof and all options with respect thereto, and all future products developed or derived therefrom;
2. All source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, and methodologies used in the design, development and implementation of software products;
3. Marketing and product plans, customer lists, prospect lists, and pricing information (other than published price lists);
4. Financial information and reports;
5. Employee and contractor data; and
6. Research and development plans and results.