MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT ("Agreement") is made as of _____, 201___ by and between Gregg Appliances, Inc., with offices at 4151 E. 96th St., Indianapolis, IN 46240 and _____, with offices at _____ ("Company").

1. **Purpose.** The parties wish to explore a potential business opportunity of mutual interest in connection with which each party may disclose to the other certain confidential information. For purposes of this Agreement, the term "Receiving Party" means a party that is the recipient of or has access to Confidential Information (defined below) of the other party (the "Disclosing Party").

2. **Confidential Information.** "Confidential Information" means any information disclosed previously or in the future by a Disclosing Party to a Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, relating to business plans, financial analyses, marketing plans, customer names, customer data, products, services, research, development, inventions, processes, designs, software, know-how or trade secrets, as well as any other proprietary or business information which is designated as "Confidential," "Proprietary" or some similar designation, or other information, the confidential or proprietary nature of which is reasonably apparent under the circumstances. Confidential Information shall also include information disclosed to the Disclosing Party by third parties pursuant to a nondisclosure obligation. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession.

3. **Non-Use and Non-Disclosure.** A Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other than: (i) to analyze and evaluate a potential business relationship between the parties, and (ii) to the extent the parties enter into a business relationship, to fulfill its obligations under related agreements (collectively, the "Purpose"). A Receiving Party shall not disclose any Confidential Information of the Disclosing Party, except to those employees, directors, advisors, auditors, and attorneys of the Receiving Party who require the information for the Purpose and who are bound to confidentiality agreements at least as protective of the Confidential Information of the Disclosing Party as this Agreement.

4. **Maintenance of Confidentiality.** A Receiving Party shall exercise the same degree of care to protect Confidential Information of the Disclosing Party as it does to protect its own confidential information of like nature, which shall in no event be less than reasonable care. A Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. In the event that a Receiving Party is required (by interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or similar process) to disclose any of the Confidential Information, the Receiving Party shall give the Disclosing Party written notice of such requirement (to the extent permitted by law enforcement) prior to disclosure so that the Disclosing Party may seek a protective order or other appropriate relief.

5. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning any potential business opportunity.

6. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, OR PERFORMANCE.

7. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed to a Receiving Party by the Disclosing Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party or destroyed (at the Disclosing Party's option) upon the Disclosing Party's written request or upon termination of this Agreement. Notwithstanding the foregoing, a Receiving Party may retain one copy of Confidential Information to comply with law or its document retention policies, subject to Section 8. Nothing in this Agreement is intended to grant either party any rights in or to the other party's Confidential Information except as expressly set forth herein.

8. **Termination.** This Agreement shall terminate on the second anniversary of the date first set forth above, unless the parties mutually agree in writing to extend the term. Notwithstanding any such termination, all rights and obligations (including those of confidentiality, non-use and non-disclosure) hereunder shall survive termination as to any Confidential Information that remains in the possession or control of the Receiving Party.

9. **Remedies.** Each party agrees and acknowledges that any violation or threatened violation of this Agreement will cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to any other rights and remedies available to such party at law or in equity. In any legal proceeding related to this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and other reasonable fees and costs from the other party.

10. **Miscellaneous.** Each party agrees not to make any public statement or announcement regarding this Agreement, or any statement or announcement regarding any negotiations arising out of this Agreement, without the prior written consent of the other party. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns. This Agreement shall be governed by the laws of the State of Indiana, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. Neither party may assign its rights or obligations hereunder without the other party's prior written consent.

11. **Severability.** In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable, and, to the fullest extent permitted by law, such offending term or terms shall be replaced with an enforceable term or enforceable terms that as nearly as possible effect the parties' intent.

12. **Counterparts.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed an original for all purposes, but all such multiple originals or counterparts together shall constitute one and the same instrument. Copies of the parties' signatures to this Agreement transmitted by facsimile, e-mail or other electronic means shall be considered originals for all purposes.

[SIGNATURES FOLLOW]

GREGG APPLIANCES, INC.

By: _____

Name: _____

Title: _____

COMPANY

By: _____

Name: _____

Title: _____