

CONFIDENTIALITY AND NON-DISCLOSURE

The individual who has signed the application on the reverse hereof (“Applicant”) has applied to become a franchisee of Quiznos Canada Restaurant Corporation (“Quiznos”) and, in connection with the application process, may become privy to certain information regarding the business of Quiznos and its franchisees which Quiznos classifies and protects as confidential and proprietary (the “Information”). Quiznos is willing to divulge such information (as and to the extent it deems appropriate in connection with the Applicant’s application) only if the Applicant agrees to protect the confidentiality of such Information. In consideration of the disclosure of Information, Applicant agrees to the following terms and conditions:

1. **Confidentiality.** Applicant on behalf of itself and its affiliates, employees, officers and directors, agrees to maintain as confidential all Information disclosed to it. Applicant shall not, directly or indirectly, disclose any such Information to any third party without Quiznos prior written consent, nor shall Applicant use any Information for its own benefit (except for the purpose of the discussions contemplated by this Agreement) or for the benefit of any third party. The dissemination of Information by Applicant within its own organization shall be limited to those employees and consultants whose duties justify the need to know such Information.
2. **Return of Information.** Applicant shall return to Quiznos within ten (10) days of written request therefor, all Information, together with any and all copies thereof.
3. **No Rights in Information.** Neither this Agreement nor the disclosure of Information shall be deemed, by implication or otherwise, to vest in Applicant any rights in the Information or any other trade secrets or property of Quiznos.
4. **Breach.** Any breach of any provision hereof will be theft of Quiznos trade secrets, and will cause irreparable harm and damage to Quiznos. Quiznos shall be entitled to enjoin any actual or threatened violation of any of the provisions in this Agreement. In addition to injunctive relief, Quiznos may recover damages from Applicant for any loss caused by any violation of the provisions of this Agreement (including violations by third parties to whom Applicant discloses Information). In any action brought to enforce any of the provisions of this Agreement, Quiznos shall be entitled to reasonable attorneys fee and costs.
5. **Law.** This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the Province of Ontario. The parties agree that the exclusive venue for disputes between them shall be in the Courts of the Province of Ontario located in Windsor or Mississauga, Ontario as determined by Quiznos, and the parties each waive any objection they may have to the personal jurisdiction of or venue in such courts.
6. **Severability.** Any provision hereof which may prove unenforceable under any law or by any court shall not affect the validity of any other provision hereof.

Return this application to:

Quiznos Canada Restaurant Corporation
355 King Street West, Suite 300, Toronto, ON M5V 1J6
Franchise Sales Management Department
1 (647) 259-0333 FAX: 1 (647) 259-0341
1 (877) 481-7827