



**NONDISCLOSURE AGREEMENT**

“Agreement” made \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) by:

\_\_\_\_\_  
(Name of Individual)

\_\_\_\_\_  
(Company Name)

With an address at:

\_\_\_\_\_  
\_\_\_\_\_  
(the “Recipient”).

**RECITALS**

- A Franchise World Headquarters, LLC (“FWH”) is a Connecticut limited liability company, with an address at 325 Sub Way, Milford, CT 06461 U.S.A. FWH is authorized to service the proprietary system for establishing and operating restaurants that feature sandwiches and other menu items under the trade name and service mark SUBWAY® (the “SUBWAY® System”). FWH operates as a service-oriented company for and on behalf of the SUBWAY® System by providing core business related services to the following SUBWAY® System entities.
- B Subway IP Inc. (“SIP”) is a Delaware company with an address at Suite 500, 700 S. Royal Poinciana Blvd. Miami, FL 33166-6678. SIP owns the SUBWAY® System. The SUBWAY® System utilizes and is supported by the Confidential Information (defined below).
- C FWH Technologies, LLC (“FWHT”) is a Delaware limited liability company with a principal business address at 325 Sub Way, Milford, CT 06461. FWHT is a technology IP holding company which owns and licenses SubwayPOS® along with other core Subway Digital technology platforms to and on behalf of the SUBWAY® System.
- D Doctor’s Associates, Inc. (“DAI”) is a Florida corporation with an address at 325 Sub Way, Milford, CT 06461, U.S.A. DAI offers and sells franchises for SUBWAY® restaurants in the United States of America and Puerto Rico.
- E Subway Franchise Systems of Canada, Ltd. (“SFSC”) is a Canadian corporation with an address at; Suite 2500, TransCanada Tower, 450- 1<sup>st</sup>. ST. S.W., Calgary, T2P 5H1, Canada. SFSC offers and sells franchises for SUBWAY® restaurants in Canada.
- F Subway Partners Colombia C.V. (“SPCCV”) is a Curacao limited partnership with an address at; Arciniegas & Villamizar, Abogados Asociados, Carrera 9 # 80-45 Office # 501, Bogotá D.C., Colombia. SPCCV offers and sells franchises for SUBWAY® restaurants in Colombia.
- G Subway Systems do Brasil Ltda. (“SSB”) is a Brazilian limited partnership with an address at; in care of JMSilveira & Associados, Av. Nove de Julho 4954, Sao Paulo, SP, 01406-200, Brazil. SSB offers and sells franchises for SUBWAY® restaurants in Brazil.
- H Subway Systems India Private Limited (“SSIPL”) is an Indian Corporation with an address at; Level 2, Elegance, Mathura Road, Jasola, New Delhi 110025, India. SSIPL offers and sells franchises for SUBWAY® restaurants in India.

- I. Sandwich and Salad Franchises of South Africa Pty. Ltd. (“**SSFSA**”) is a South African corporation with an address at; in care of RSM Betty and Dickson, Executive City, Cnr Cross Street and Charmaine Ave. President Ridge, Randburg, 2194 South Africa. SSFSA offers and sells franchises for SUBWAY® restaurants in in South Africa.
- J. Subway Systems Australia Pty. Ltd. (“**SSA**”) is a Western Australian corporation with an address at; Level 1, 42 Amelia St., Fortitude Valley QN, 4006 Australia. SSA offers and sells franchises for SUBWAY® restaurants in Australia.
- K. Subway International B.V. (“**SIBV**”) is a Netherlands limited liability company with address at; Prinsengracht 13, 1015 DK Amsterdam, The Netherlands. SIBV offers and sells franchises for SUBWAY® restaurants all over the world excluding the United States, Canada, Australia, Brazil, Colombia, India, and South Africa.
- L. For purposes of this Agreement SIP, DAI, FWHT, SFSC, SPCCV, SSB, SSIPL, SSFSA, SSA, SIBV and FWH are collectively referred to herein as the “**SUBWAY GROUP**” which share a common business address of 325 Sub Way, Milford, CT 06461.
- M. The SUBWAY GROUP will be disclosing to Recipient various detailed aspects of the SUBWAY GROUP’s business operations for the purpose of a evaluating a possible future business relationship (the “**Purpose**”).

**Recipient agrees as follows:**

#### **AGREEMENT**

1. “**Confidential Information**” means information or material proprietary to the SUBWAY GROUP, and/or designated by the SUBWAY GROUP as confidential, which is obtained or learned either directly or indirectly by Recipient from the SUBWAY GROUP including but not limited to the following: business logic and research analytics, software (source and object codes), API’s, mobile APP technology, franchisee and customer personal and credit/debit card information, franchisee and customer geo-location data, loyalty campaign data, vendor lists, security documentation, service organization control reports and questionnaires, products, recipes, formulas, specifications, food preparation procedures and techniques, business methods, strategies and forms, corporate and organizational structures, financial information, marketing plans and strategies, advertising programs, creative materials, media schedules, social media analytics, store designs and blueprints, franchise and commercial agreements, pricing policies, trade secrets, know-how and all other related data in electronic or tangible form (whether or not such data is in a non-aggregated, aggregated and/or anonymized format). Confidential Information shall include similar information pertaining to SUBWAY GROUP’s affiliates.
2. Recipient acknowledges and agrees that the Confidential Information was developed, designed by and/or licensed to the SUBWAY GROUP at great expense and over lengthy periods of time, is secret, confidential and unique, and constitutes the exclusive property and trade secrets of the SUBWAY® GROUP and its affiliates.
3. Recipient agrees that Recipient shall treat and maintain all Confidential Information as confidential, and shall not, at any time, without the express written consent of an authorized signatory of the SUBWAY GROUP disclose, publish, or divulge any Confidential Information to any third party, person, firm, corporation or entity, or use any Confidential Information, directly or indirectly, for Recipient's own benefit or the benefit of any third party, person, firm, corporation or entity, other than for the Purpose contemplated by this Agreement.
4. (1) Confidential Information shall not include, and the restrictions in this Agreement shall not apply to, any information or materials: (a) which becomes generally known to the public other than as a result of a disclosure by Recipient or Recipient’s representative; (b) which was known to Recipient and reduced to written form in documents which were in Recipient’s possession at the time such information was disclosed to Recipient, provided that the source of such information or materials was not known by Recipient to be bound by a nondisclosure agreement with other contractual, legal or fiduciary obligations of confidentiality to the SUBWAY GROUP or any other party with respect to such information or materials; (c) becomes available to Recipient on a non-confidential basis from a source other than SUBWAY GROUP provided that such source is not bound by a nondisclosure agreement with other contractual, legal or fiduciary obligations of confidentiality to the SUBWAY GROUP or any other party with respect to such information or materials; or (d) which is independently developed by Recipient without the use of Confidential Information and (e) the service mark and trademark SUBWAY® and other trademarks registered to SIP and licensed to other members of the SUBWAY GROUP in the United States and in other countries (the “**Marks**”) and (f) commercial announcements, slogans, related insignia and logos. (2) Recipient acknowledges and agrees that the SUBWAY GROUP is comprised of the owner and licensees of the Marks and

that Recipient will not at any time use for its own benefit or the benefit of any person, firm, corporation or other entity, the Marks or any proprietary published materials obtained directly or indirectly from SUBWAY GROUP including, advertising artwork and promotional materials without the prior written permission or license signed by an authorized signatory of SUBWAY GROUP. Recipient further agrees that it shall not make any claim to the Marks in any language or country. The burden of proving that Confidential Information may be disclosed pursuant to the exceptions set forth in this Paragraph shall be on the Recipient.

5. In the event the Purpose requires Recipient's use of the SUBWAY GROUP's proprietary "**Mailing Lists**" (defined as any SUBWAY® franchisee / restaurant lists, names, addresses, telephone numbers etc.. ), then the Mailing Lists shall be provided to Recipient by the SUBWAY GROUP electronically via an excel list or in hard copy form on a one time use basis. Recipient shall not make any copies or databases of the Mailing Lists. Electronic or excel Mailing Lists shall be deleted and destroyed after the approved use is completed and Recipient agrees to provide the SUBWAY GROUP with a certificate of destruction confirming that the Mailing List has been destroyed and that no copies, derivatives or subsets of the Mailing List exist in Recipient's possession. Hard copies of the Mailing Lists shall be returned by a mail service which uses a tracking system, such as Airborne Express or Federal Express and First Class Mail where applicable.
6. In the event that Recipient is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demands or similar process) to disclose any part of Confidential Information, unless prohibited by law, Recipient shall provide the SUBWAY® GROUP with prompt written notice of any such request or requirement so that SUBWAY GROUP may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If in the absence of a protective order or other remedy or receipt of waiver by the SUBWAY GROUP, Recipient is nonetheless in the opinion of its legal counsel, legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, Recipient may, without liability hereunder, disclose to such tribunal only that portion of Confidential Information which such counsel advises Recipient is legally required to be disclosed.
7. Because of the unique nature of the Confidential Information, Recipient further acknowledges and agrees that any disclosure or use of Confidential Information by Recipient other than for the Purpose and/or sole benefit of the SUBWAY GROUP in violation of Recipient's obligations under this Agreement, would be wrongful, would cause irreparable injury to the SUBWAY GROUP and that monetary damages would be inadequate to compensate the SUBWAY GROUP for such breach. Accordingly, Recipient hereby acknowledges and agrees that in the event of any violation hereof the SUBWAY GROUP shall be authorized and entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief, as well as an equitable accounting of all profits or benefits arising out of such violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies to which the SUBWAY GROUP may be entitled.
8. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof from unauthorized disclosures, and shall take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons. Recipient further agrees that it shall only disclose Confidential Information to those directors, officers, agents, and employees of Recipient that need such Confidential Information for the proposed business purpose contemplated by this Agreement and shall only reveal or transmit the Confidential Information to such persons only after advising them that the Confidential Information has been made available to Recipient subject to this Agreement and such persons either agree in writing to be bound by the terms of this Agreement or are subject to a confidentiality agreement with Recipient that covers Confidential Information. In the event that Recipient is using a subcontractor or third party that in the course of its work may be made privy to Confidential Information, Recipient shall have such subcontractor or third party sign either a SUBWAY GROUP nondisclosure agreement or Recipient's nondisclosure agreement protecting Confidential Information and provide a copy of such nondisclosure agreement to the SUBWAY GROUP upon request.
9. Recipient shall have discharged its obligation to safeguard the Confidential Information received under this Agreement only if the Recipient has exercised no less than the same degree of care it used to protect its own Confidential Information. If Recipient discovers an unauthorized disclosure of the Confidential Information, the Recipient shall try to prevent further disclosure or use of the Confidential Information and shall immediately notify the SUBWAY GROUP.
10. Recipient agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the SUBWAY® System and/or the SUBWAY® Brand as well as the SUBWAY GROUP, their employees, directors, managers

and officers. Recipient acknowledges and agrees that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, social media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), and customers. Recipient understands and agrees that this Paragraph is a material provision of this Agreement and that any breach of this Paragraph shall be a material breach of this Agreement, and that the SUBWAY® Brand and SUBWAY GROUP would be irreparably harmed by violation of this provision.

11. It is understood and agreed by Recipient that no obligations of any kind except for confidentiality and nondisclosure as stated herein are created by this Agreement, or are to be assumed or implied between Recipient and the SUBWAY GROUP unless or until a later formal written contract has been entered into by the parties. Any future obligations shall be expressed in said formal written contract.
12. Recipient agrees that all Confidential Information shall remain the property of the SUBWAY GROUP, and that the SUBWAY GROUP may use such Confidential Information for any purpose without obligation to the Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights, license or permission to the Recipient in the Confidential Information.
13. The obligations of nondisclosure and confidentiality under this Agreement shall continue for a period of five (5) years from the date of last disclosure by the SUBWAY GROUP to Recipient.
14. Upon the request of the SUBWAY GROUP, Recipient shall promptly return or destroy any Confidential Information. Electronic Confidential Information shall be deleted and destroyed after the approved use is completed and Recipient agrees to provide the SUBWAY GROUP with a certificate of destruction confirming the Confidential Information has been destroyed and that no copies, derivatives or subsets exist in Recipient's possession. Tangible or hard copies of Confidential Information shall be returned by a mail service which uses a tracking system, such as Airborne Express or Federal Express and First Class Mail where applicable. Recipient shall provide the SUBWAY GROUP with the tracking number. All legal notices required under this Agreement shall be deemed effective when at the date and time it was received and sent by a mail service which uses a tracking system, such as Airborne Express or Federal Express and First Class Mail where applicable to following address. Franchise World Headquarters, LLC, 325 Sub Way, Milford, CT 06461, United States of America; Attention: Legal Department, Global Contracts & Advertising / NDA Notice.
15. This Agreement shall be governed and construed under the laws of the State of New York without reference to its provisions as to conflicts of laws. Except as provided in this Agreement, any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by binding arbitration. The arbitration will be held in accordance with the United Nations Commission on International Trade Regulations and Law ("**UNCITRAL**") Arbitration Rules administered by the International Centre for Dispute Resolution or its successor ("**ICDR**"), an affiliate of the American Arbitration Association. In the event the ICDR is no longer in business, the parties will mutually agree upon an alternative arbitration agency to administer the arbitration. The arbitration will be held in New York City, New York, U.S.A. conducted in English and decided by a single arbitrator unless the law of the country where Recipient is located requires three (3) arbitrators. The parties agree that the arbitration may be held elsewhere, if required by the law of the country where the Recipient is located or upon mutual agreement of the Parties. Any court having jurisdiction may enter judgment on the arbitrator's award. Except as provided in this Agreement, all parties must commence and pursue arbitration to resolve disputes before commencing legal action. Except as provided in this Agreement, if either party commences action in any court prior to an arbitrator's final decision on the controversy or claim, then the party so commencing the action will be responsible for all expenses incurred by the parties in the arbitration and the court proceedings, whether or not they are the prevailing party. Notwithstanding this paragraph, SUBWAY GROUP may bring an action for injunctive relief in any court having jurisdiction to enforce trademark or proprietary rights, or the restriction on disclosure of Confidential Information in order to avoid irreparable harm to the SUBWAY GROUP its affiliates and the System as a whole.
16. This Agreement shall inure to the benefit of, and be binding upon Recipient, its personal representatives, successors and permitted assigns. This Agreement shall inure to the benefit of the SUBWAY GROUP, its successors and assigns, and may be enforced by the SUBWAY GROUP collectively or individually. As an authorized signatory of the Recipient, signee represents and warrants that signee has the legal right, power, and authority to agree and bind the Recipient to the terms of this Agreement.

17. Recipient hereto may not assign this Agreement or its rights and obligations hereunder without the prior written consent of Company, provided, that, such consent shall not be unreasonably withheld. This Agreement may be enforced by the SUBWAY GROUP and its affiliates, collectively or individually. Except as otherwise set forth herein or as otherwise mandated by applicable law, no other person or entity will be considered a third party beneficiary of this Agreement or otherwise be entitled to receive or enforce any rights or remedies in relation to this Agreement.
18. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior or contemporaneous representations, negotiations, conditions, communications and agreements, whether oral or written, between Company and Recipient relating to the subject matter hereof. No modification, amendment or waiver of any provision of this Agreement shall be binding without the express written consent of the parties hereto. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement, and any such counterpart executed and delivered via facsimile or electronic transmission, including DocuSign or comparable document signature methods, shall be deemed an original (and, as if manually executed and delivered), for all intents and purposes.
19. If Company or Recipient is located in Québec, Canada the following shall apply: The parties hereto confirm that it is their wish that this Agreement, and associated documentation, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que les logiciels, et la documentation, soient rédigés en langue anglaise.

**READ AND AGREED TO THE DATE FIRST ABOVE WRITTEN.**

If Recipient is signing this Agreement using the electronic signature software DocuSign then the “Witness Lines” below do not need to be filled out. The security standards and user authentication of the DocuSign software will verify the Recipient’s ID and signature.

**RECIPIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

**Witness Lines:**

If Recipient is not using the electronic signature software DocuSign to sign this Agreement, then the two “Witness Lines” below must be filled out in addition to Recipients signature above.

*Witness One:*

\_\_\_\_\_  
Signature of Witness One

\_\_\_\_\_  
Print Name

---

Address / Telephone Number

*Witness Two:*

---

Signature of Witness Two

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Print Name

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Address / Telephone Number