



EXHIBIT B - CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is signed by _____ (the "Franchise Applicant") as of _____, 2006.

BACKGROUND

A. The Franchise Applicant is a prospective franchisee of Zero's Mr. Submarine, Inc., a Delaware corporation (the "Franchisor") and has received the Franchisor's Franchise Offering Circular at least 10 Business Days before signing this Agreement.

B. The Franchise Applicant is interested in purchasing a Zero's Subs Franchise from the Franchisor and will receive from the Franchisor Confidential Information in writing as well as an opportunity to review the Manual to assist in deciding whether to purchase a Zero's Subs Franchise.

C. The Franchisor requires that the Confidential Information received by the Franchise Applicant in connection with his or her consideration of purchasing a Zero's Mr. Submarine Franchise remain strictly confidential and be held in trust solely for the benefit and use of the Franchisor, its franchisees and their successors and assigns.

The parties agree as follows:

1. The Franchisor will disclose to the Franchise Applicant the Confidential Information necessary and appropriate for the Franchise Applicant to evaluate the merits of purchasing a Zero's Mr. Submarine Franchise.

2. The Franchise Applicant will not disclose by any means to any third party (except employees, agents or affiliates of the Franchise Applicant who are bound to the Franchisor by the same obligation of confidentiality) any Confidential Information communicated by observation, conversation or in writing by the Franchisor to the Franchise Applicant, or created together. The Franchise Applicant agrees that all of his or her employees, agents, affiliates and representatives who have any access whatsoever for whatever reason to the Confidential Information must have agreed in writing before disclosure substantially similar to this Agreement to hold all Confidential Information in the strictest confidence and not permit its unauthorized copying, duplication use or disclosure.

3. The Confidential Information is the exclusive property of the Franchisor. Upon request by the Franchisor, the Franchise Applicant will turn over to the Franchisor all documents or other materials in the Franchise Applicant's possession or under the Franchise Applicant's control that may contain or be derived from Confidential Information, together with all documents, notes, or other work product that is connected with or derived from the Franchise Applicant's investigation of a Zero's Subs Franchise. The Franchise Applicant has no proprietary interest in any of the work product developed or used by the Franchise Applicant and arising out of the Franchise Applicant's investigation of a Zero's Subs Franchise. The Franchise Applicant will do all acts necessary to establish or document the Franchisor's ownership of any work product.

4. The agreements of the Franchise Applicant in this Agreement are severable, and the invalidity of any term does not affect the validity or enforceability of any other. The existence of any claim or cause of action by the Franchise Applicant against the Franchisor based on this Agreement or otherwise, is not a defense to the enforcement by the Franchisor of this Agreement. The Franchisor's failure to object to any conduct in violation of this Agreement is not a waiver by the Franchisor, but the Franchisor may, if it wishes, specifically waive any part or all of those agreements to the extent that any waiver is stated in writing duly authorized by the Franchisor's Board of Directors.

5. The Franchisor and the Franchise Applicant agree that each is entitled to terminate discussion without prior notice, for any reason, without liability or restriction, other than the obligations and duties of the Franchise Applicant stated in this Agreement.

6. This Agreement represents the entire understanding and agreement among the Franchise Applicant and the Franchisor with respect to the subject matter of this Agreement, and supersedes all other understandings and representations, if any, made by and between the Franchise Applicant and the Franchisor. No modification or waiver of any of the terms of this Agreement will be effective unless made in writing and signed by the Franchise Applicant and the Franchisor. All of the terms of this Agreement are binding upon, inure to the benefit of, and be enforceable by the Franchise Applicant and the Franchisor and their respective legal representatives, heirs, successors and assigns.

7. The Confidential Information is a unique and valuable asset of the Franchisor and the Franchisor will be irreparably damaged (and damages at law would be an inadequate remedy) if this Agreement is not specifically enforced. Therefore, in the event of a breach or threatened breach by the Franchise Applicant of this Agreement, the Franchisor is entitled to an injunction restraining the breach, without being required to show any actual damage or to post any bond or other security, and/or to a decree for specific performance of this Agreement. Without limiting the jurisdiction or venue of any other federal or state court, the Franchise Applicant irrevocably and unconditionally: (a) agrees that any legal proceeding relating to this Agreement may be brought in the state courts in Virginia Beach, Virginia or the District Court of the United States, Eastern District of Virginia; (b) consents to the jurisdiction of each such court; (c) waives any objection that the Franchise Applicant may have to the laying of venue of any proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on the Franchise Applicant by mail, or in any other manner as may be provided under applicable laws in the Commonwealth of Virginia.

8. If the Franchisor prevails in any legal action or other proceeding brought for the enforcement of this Agreement, the Franchisor is entitled to recover from the Franchise Applicant reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including all fees, costs and expenses incident to appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding. No remedy in this Section conferred upon the Franchisor is intended to be exclusive of any other remedy. No single or partial exercise by the Franchisor of any right, power or remedy precludes any other or further exercise of any right, power or remedy.

9. This Agreement is governed by the internal laws of the Commonwealth of Virginia without regard to principles of conflicts of laws.

10. **THE FRANCHISE APPLICANT REPRESENTS THAT THE FRANCHISE APPLICANT HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THIS AGREEMENT.**

Witnesses:

Franchise Applicant:

Print or Type Name

Address: _____

