

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2002, by and between Celsius Franchising, Inc., a Nevada corporation, Tan Source Supply, Inc., a Nevada corporation, A.H. Tannery, Inc., a Missouri corporation (collectively the "Companies" and each a "Company") and the undersigned (the "Undersigned").

WHEREAS, the Undersigned is a person or entity that is considering entering into a financial transaction (the "Transaction") with one or more of the Companies, or is acting as an advisor, agent or other representative of such a person or entity, and in connection with the Transaction, will receive from the Companies certain information that the Companies consider proprietary and confidential; and

WHEREAS, the Companies desire to provide such information to the Undersigned, but only subject to this Agreement to ensure that such information is not misused to the detriment of the Companies or their present or prospective security holders or in violation of applicable laws.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. "Confidential Information" shall include all information provided heretofore or hereafter by the Companies or their representatives, advisors or agents to the Undersigned or its representatives, advisors or agents. The term "Confidential Information" includes, but is not limited to, (A) information that one or more of the Companies considers to be proprietary or confidential in nature, or trade secret, such as product design information, customer list, pricing policies, contractual relationships or discussions about future contractual relationships with business partners or other third parties, operational methods, marketing plans and strategies, personnel matters, technical processes, computer software and related object and source codes and user manuals, and (B) and analyses, studies or other documents prepared by representatives of the Companies or the Undersigned containing or based in whole or in part on any information furnished to the Undersigned by the Companies. This Agreement shall be inoperative as to particular portions of the Confidential Information is such information (i) is now or becomes generally available to the public other than as a result of a disclosure by the Undersigned, its affiliates representatives, directors, officers, employees or agents, (ii) was in the possession of the Undersigned on a non-confidential basis prior to its disclosure to the Undersigned by the Companies or (iii) becomes available to the Undersigned on a non-confidential basis from a source other than the Companies that is entitled to make the disclosure to the Undersigned without violation of any obligation of confidentiality to the Companies or any other party.

2. The Undersigned recognizes and acknowledges the competitive value and the confidential and proprietary nature of the Confidential Information and the damage that could result to the Companies if information contained therein is used for

any purpose other than the Transaction or disclosed to any third party, other than as set forth in this paragraph. The Undersigned agrees that it will not use the Confidential Information except in connection with the Transaction and that it will not use the Confidential Information in any manner that is competitive with or detrimental to the business or operations of any Companies. The Undersigned further agrees that it will not disclose any the Confidential Information to any person or entity without the prior written consent of the Company or Companies which disclosed such Confidential Information; provided, however, that the Undersigned may disclose such Confidential Information to its employees, advisors, agents or other representatives, but only if such person need to know such information in connection with the Undersigned's evaluation of the Transaction, and only if the Undersigned first informs such employees, agents, and advisors and other representatives of the provisions of the Agreement and obtains the agreement of such person in writing to abide by those provisions. The Undersigned agrees that it will not disclose the fact that it has received any Confidential Information or the fact of execution of this Agreement, or any terms, conditions or other facts with respect to any possible Transaction, including the status thereof, to any other person or entity, subject to the proviso stated in the preceding sentence. The Undersigned acknowledges that its Affiliates (as defined below), and its and their employees, advisors, agents and representatives are bound by this Agreement to the same extent as the Undersigned as if they were parties hereto, and the Undersigned shall be responsible for any breach of this Agreement by its Affiliates or by any employees, agents, advisors or representatives of the Undersigned for any of it Affiliates.

3. The Undersigned agrees that, during the two (2) year period immediately following the date of this Agreement, neither the Undersigned, nor any other entity directly or indirectly controlled by it, nor any other person or entity that directly or indirectly controls the Undersigned (a "Parent"), nor any entity directly or indirectly controlled by a Parent of the Undersigned (collectively, the "Affiliates" and each an "Affiliate") will directly or indirectly solicit for employment or employ and person employed by any Company.

4. The Undersigned acknowledges that neither the Companies nor any of their representatives or advisors make any representations or warranties as to the accuracy or completeness of the Confidential Information, and that neither the Companies nor any of their representatives or advisors shall have any liability for any representations (express or implied) contained in, or for the omissions from the Confidential Information or any other communication transmitted to the Undersigned in the course of discussions between the Undersigned and the Companies (and their representatives and advisors).

5. The Undersigned agrees that a breach of this Confidentiality Agreement will give rise to irreparable injury to the Companies that cannot be compensated for adequately by damages. Consequently, the Companies shall be entitled, in addition to all other remedies available, to injunctive and other equitable relief to prevent a breach of the Agreement and to secure the enforcement of this Agreement in any court of competent jurisdiction in the United States or any state thereof (and the Undersigned agrees to waive any requirement for the posting of bond in connection with such remedy).

6. If the Undersigned is requested or becomes legally compelled to disclose any of the Confidential Information or the fact that the Confidential Information has been made available to the Undersigned or that discussions between the Undersigned and the Companies now are taking place or will take place, the Undersigned agrees that it will provide the Companies with prompt written notice of such request so that the Companies may seek a protective order. In the event that such protective order or other remedy is not obtained, the Undersigned agrees to furnish only that portion of the Confidential Information and other information that it is legally obligated to disclose and exercise its best efforts to obtain assurance that the Confidential Information will be accorded such confidential treatment.

7. At the request of the Companies, the Undersigned agrees to promptly return to the Companies or, at the option of the Companies, to destroy. The Confidential Information and all copies thereof that is in the possession or under the control of the undersigned. All copies, extracts or other reproductions in whole or in part thereof shall be destroyed, and such destruction to certified in writing to the Companies by an authorized officer supervising such destruction and not retained by the Undersigned or its representatives in any form or for any reason. All documents, pleadings, court filings, memoranda notes and other writings whatsoever prepared by the Undersigned or its representatives based on the Confidential Information (except, in the case of pleadings and court filing, one copy thereof to the extent reasonably required by the Undersigned for proper record keeping purposes) shall be destroyed, and such destruction shall be certified in writing to the Companies by an authorized officer supervising such destruction. Notwithstanding the return or destruction of the Confidential Information, the Undersigning and its Affiliates will continue to be bound by the obligations of confidentiality and other obligations hereunder for a period of five (5) years from the date of this Agreement.

8. The Undersigned agrees that unless and until a definitive agreement between the Companies and the Undersigned relating to the Transaction has been executed and delivered, neither the Companies nor the Undersigned will be under any legal obligation of any kind whatsoever with respect to any transaction by virtue of this or any written or oral expression with respect to any such by any of its directors, officers, employees, agents, financing sources or any other representatives or its advisors, or representatives thereof, except, in the case of this Agreement, for separate writing by the Companies expressly so modifying or waiving.

9. The foregoing agreements are not in lieu or exclusive of any other obligations and duties that the Undersigned may have to the Companies, whether express or implied in fact or in law, with respect to the subject matter of this Agreement.

10. The Undersigned represents and warrants that this Agreement has been duly and validly executed and delivered and is a valid and binding agreement enforceable in accordance with its terms.

11 This Agreement shall remain operative and in full force and effect regardless of any investigation made by any party hereto or the consummation of any purchase or investment.

12. If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. To the fullest extent possible the finding such provision invalid, illegal or unenforceable shall modify and construe the provisions as to render it valid and enforceable as against all person or entities and to give the maximum possible protection to the Companies and their officers, directors, employees, agents, advisors and controlling person within the bounds of validity, legality and enforceability.

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality Agreement on the day and year first above written.

THE COMPANIES:

CELSIUS FRANCHISING, INC

By: _____
Name:
Title:
Date:

TAN SOURCE SUPPLY, INC.

By: _____
Name:
Title:
Date:

A.H. TANNERY, INC.

By: _____
Name:
Title:
Date:

THE UNDERSIGNED:

By: _____
Name:
Title:
Date: