

INDEPENDENT DISTRIBUTOR AGREEMENT

1. Distributor states that he/she is of legal age in the state in which he/she enters this Agreement with The Fuller Brush Company (hereinafter Fuller).
2. The only requirement to becoming a Fuller Distributor is the completion of an application and purchase of an Independent Distributor Business Starter Kit. The purchase of inventory or sales aids is strictly optional.
3. In applying for this Distributorship, applicant warrants that he/she and /or his/her spouse have not previously been a Fuller Distributor in the past 6 months and have not had ownership affiliation with any Fuller distributorship in the past 6 months. No individual Distributor may have an ownership interest in, operational management control of, or derive any benefit from, directly or indirectly, any second or subsequent Fuller distributorship.
4. Distributor shall have the right to sell the products offered by Fuller and sponsor other Distributors in accordance with Fuller policies and procedures, which may be amended and changed from time to time.
5. Distributor agrees to the following:
 - Distributor will represent Fuller products in an honest and fair manner and will honor the Fuller product satisfaction guarantee.
 - Distributor will identify and sell only genuine Fuller products under the Fuller name: any other products must be identified as non-Fuller.
 - Distributor will be professional, courteous, and considerate at all times when representing Fuller.
 - Distributor will become familiar with and represent the Fuller Gold Marketing Plan only in a manner as prescribed and authorized by Fuller.
 - Distributor will not, for any reason, act as a spokesperson for Fuller or in the name of its products , and/or programs, in any way to any media or publication without prior written approval from Fuller.
 - Distributor shall not, without approval, distribute literature or materials representing Fuller or its products other than those which are provided by Fuller and listed on Fuller official price lists.
 - Distributor may not use the name or trademarks of Fuller in any promotional material unless pre-approved by Fuller, and accompanied by the words "Independent Fuller Brush Distributor".
6. This agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between any Distributor, sponsor and/or Fuller.
7. Upon acceptance of this application by Fuller, Distributor will be an independent contractor, responsible for his/her sales within the meaning of section 3508 (b)(2) of the Internal Revenue Code. Distributor will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, and income tax withholding at source. It is his/her responsibility to pay self-employment taxes as required by law and to secure certifications, permits, and licenses as may be required. Distributor agrees to hold Fuller harmless regarding any liability he/she incurs by his/her failure to do so.
8. Fuller and Distributor agree that the Distributor is an independent contractor and has no power or authority to incur debt, obligation or liability or make any promise or contract on behalf of Fuller.
9. Distributor understands that the acceptance of this Agreement does not constitute a sale of a franchise and that there are no exclusive territories granted to anyone, and absolutely no franchise fees have been or will be required from the Distributor for the right to distribute Fuller products pursuant to the Agreement.
10. Fuller's program is built upon retail sales to the ultimate consumer. Fuller also recognizes that the Distributor may wish to purchase product in reasonable amounts for personal or family use. For this reason, a retail sale for bonus purposes shall include sales to non-participants as well as sales to Distributors for personal or family use which are not made for purposes of qualification or advancement. It is company policy, however, to strictly prohibit the purchase of product or large quantities of inventory solely for the purpose of qualifying for bonuses or advancement in the marketing program.
11. Fuller pays no rebates, commissions, or bonuses for sponsoring new Distributors. Fuller pays only

rebates, commissions, or bonuses on products purchased for retail sales.

12. Fuller makes no claims or warranties of any kind including, but not limited to, any claims for earnings or for benefits concerning its products other than those included in Fuller's written literature. Any claims of earning, or warranties of any kind or any advertisement of Fuller products, must be pre-approved by Fuller prior to dissemination.

13. All income representations must be factual and based on the personal experience of the Distributor, and must never imply that any level of income is guaranteed or easy to achieve. Any false or misleading income representations are grounds for immediate termination of a Distributor's Agreement.

14. Any Distributor, who sponsors other Distributors, must fulfill the obligation of performing a bona fide counseling and support function in the sale or delivery of product to the ultimate consumer and in the training of those sponsored. Distributor must have ongoing contact and communication with his/her sales organization. Examples of such communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to company training, sharing genealogy information with those sponsored. Distributor should be able to provide evidence to Fuller semi-annually of ongoing fulfillment of sponsor responsibilities.

15. The Distributor has carefully reviewed the Independent Distributor Policy and Procedures and acknowledges that they are incorporated as part of this Agreement in the present form and as modified from time to time by Fuller.

16. Upon notification to Distributors through normal communications channels, Fuller, at its discretion, may amend the Fuller Gold Marketing Plan, the statement of Policies and Procedures and/or terms for the Independent Distributor Agreement.

17. If Distributor fails to pay his/her total balance due to Fuller at the time of purchase, Fuller is authorized to withhold any appropriate amount from the Distributor's bonus check. If payment is not made, Distributor may, at Fuller's discretion, be placed on inactive status. Fuller will not be responsible for any loss to distributor of commissions due to errors or delays by distributor or supply centers.

18. Fuller will make its best effort to assign a newly sponsored Distributor directly under his/her sponsor as stipulated by this Agreement. However, if Fuller has not received an Independent Distributor Agreement from said sponsor, the assignment will be temporarily delayed.

19. Independent Fuller businesses cannot be sold, assigned, or transferred without prior written approval from Fuller.

20. The term of the Fuller Independent Distributor Application/Agreement is one year. Distributor will be notified in the month prior to his/her anniversary month of the registration procedures and fee. A Distributor's order received by Fuller during the Distributor's anniversary month or thereafter, will signify the Distributor's intent to register. If the Distributor's registration is not already complete, the applicable registration fee will be charged to the Distributor as of the close of the anniversary month. If not properly registered, the Fuller distributorship will expire on the close of the Distributor's anniversary month.

21. A distributor may resign his/her distributorship at any time and for any reason upon notice to Fuller. Fuller will re-purchase inventory in accordance with its policies as stated in the latest **Policies and Procedures** section of the *Fuller Business Manual*, which is incorporated by reference in the Agreement.

22. Fuller reserves the right to terminate the Distributor's distributorship in the event the Distributor fails to comply with any of the terms or conditions of this Agreement. This Agreement constitutes the entire Agreement between the Distributor and Fuller and no additional promises, representations, guarantees, or agreements of any kind shall be valid unless in writing. As a material condition for this application being accepted, the Distributor agrees to fully and completely hold Fuller harmless for any costs or damages that result from this Agreement, from violations thereof, or from modifications to Distributor and/or Fuller Gold programs, plans, policies, procedures, or other systems and services.

23. This Agreement shall be governed by the laws of the State of Kansas.