

SUPER AFFILIATE ADDENDUM

This Addendum to the Affiliate Agreement (this "ADDENDUM") is entered into by and between TLE Enterprises LLC d/b/a The Lonely Entrepreneur or lonelyentrepreneur.com ("TLE" or "We"), and you, as a participant in the TLE Affiliate Program, as hereinafter defined ("Affiliate" or "You").

WHEREAS, certain Affiliates in the TLE Affiliate Program may be approved by TLE as Super Affiliates that have the right, among other things, to (i) earn a Super Affiliate Commission on sales by their Sponsored Affiliates, (ii) allocate the Commission earned by their Sponsored Affiliates between them and their Sponsored Affiliates, and (iii) have exclusivity with respect to their Sponsored Affiliates.

NOW THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. The Affiliate Agreement located at <http://lonelyentrepreneur.com/affiliate-agreement/> is hereby incorporated by reference herein in its entirety.
2. **Definitions.** The following is a list of defined terms used throughout this Addendum.
 - a. *Super Affiliate.* An Affiliate that is approved by TLE to sponsor other Affiliates and have such Affiliates associated with their TLE Affiliate Account by registering such Affiliates through the process established by TLE.
 - b. *Super Affiliate Commission.* Commission earned by Super Affiliates on sales by their Sponsored Affiliates in the amount indicated as the Sponsor Commission at the Site and if no rate is specified there, the Sponsor Commission rate shall be five percent (5%).
 - c. *Sponsored Affiliates.* The Affiliates you identify on Attachment A (as amended over time) and have been approved by TLE as Affiliates associated with your TLE Affiliate Account.

If any terms have not been defined herein, the defined terms in the Affiliate Agreement shall apply.

3. **Rights of Super Affiliates.** Super Affiliates shall have the following rights:
 - a. **Super Affiliate Commissions.** In addition to any Commissions for your direct sales, TLE will pay you a Super Affiliate Commission of a percentage of each Purchase that is consummated by your Sponsored Affiliates as defined above in "Sponsor Commission." You do not earn a Sponsor Commission or any other fee for any other Affiliate's act of registration. The Super Affiliate Commission rate is subject to change at any time.
 - b. **Allocation.** You have the right to allocate the Affiliate Commission and their Super Affiliate Commission among any of your Sponsored Affiliates as you see fit ("Non-Standard Allocation). For example, if in a normal Super Affiliate relationship, you as the Super Affiliate were to earn a 5 percent Super Affiliate Commission, and your Sponsored Affiliates were to earn a 50 percent Affiliate Commission, you could choose to allocate these Commission 35 percent to you and 20 percent to your Sponsored Affiliates. If you use a Non-Standard Allocation, TLE shall have an addition ten days to remit payments to you beyond the period stated in the Affiliate Agreement.
 - c. **Exclusivity.** Once approved, you are the exclusive Super Affiliate for your Sponsored Affiliates.
4. **Approval of Sponsored Affiliates.** You acknowledge and agree that Affiliates you submit to be your Sponsored Affiliates must be approved by TLE to be your Sponsored Affiliates. TLE shall have the right to deny such approval but shall use its reasonable and prudent judgment in issuing such approvals. TLE shall have the sole and absolute discretion in determining conflicts of any type, including, without limitation, conflicts among Super Affiliates, Sponsored Affiliates, and Affiliates.
5. In the event of any conflict between this Addendum and the Affiliate Agreement, the Affiliate Agreement shall govern. All terms and conditions of the Affiliate Agreement shall remain in full force and effect.

TLE Enterprises LLC

By: _____

Name: Michael G. Dermer

Title: President

Date: _____

Super Affiliate:_____

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A
SPONSORED AFFILIATES