

**ADDENDUM TO <Affiliate> INSERTION ORDER FOR ADVERTISING**

This Addendum (“Addendum”), entered into and made effective as of September \_\_, 2009 (“Effective Date”) by and between <Company> (“Company”) and <Affiliate>,inc. (“<Affiliate>”), shall supplement and amend the <Affiliate> Insertion Order for Advertising previously entered into by and between Company and <Affiliate> (the “IO”). All defined and/or capitalized terms used herein without definition shall have the meaning ascribed thereto in the IO.

**WHEREAS**, the purpose of this Addendum is to supplement, modify and/or, to the extent inconsistent, supersede the IO as described below. In the event of any inconsistency between the terms, conditions and/or definitions contained within this Addendum, and those contained within the IO, the terms, conditions and/or definitions of this Addendum shall prevail; and

**WHEREAS**, this Addendum shall add a new section under “Terms and Conditions for Advertising.”

**NOW, THEREFORE**, in consideration of the premises set forth above and the mutual promises, agreements and conditions stated herein, the parties hereto agree as follows:

1. Upon execution of this Addendum, the following paragraphs shall be inserted in the Terms and Conditions for Advertising section in the IO:

The following set of guidelines applies to any and all websites used by <Affiliate> and any of its affiliates and sub-publishers in connection with promoting Company's products and/or services (collectively, “Campaign Websites”) including, but not limited to, websites that are based on a blog, article, news and/or review website format. <Affiliate> hereby agrees, and shall require any and all such affiliates or sub-publishers to agree to the following:

- The content appearing on each such Campaign Website must be entirely accurate, truthful and verifiable.
- Any testimonials appearing on such Campaign Websites must be accurate, truthful, verifiable and from individuals that have given their permission for such testimonials to be used by the applicable Website Operators in the manner so used on the applicable Campaign Website.
- Where the Website Operator has paid an individual for the use of his/her testimonial, that fact must be disclosed, prominently, on the applicable Campaign Website immediately below or adjacent to the subject testimonial.
- Each such Campaign Website must contain a privacy policy linked conspicuously on any and all landing page(s), confirmation page(s) and/or other web page(s) on which the Website Operator collects consumer information from end-users. The privacy policy must comply with all federal and state privacy laws and meet the test of reasonable commercial best practices applicable to privacy policies. Website Operator's data protection, use and privacy practices must adhere to the privacy policy posted on the applicable Campaign Website, in both letter and in spirit, in all respects and with no exceptions. The privacy policy must be available for viewing

via a clickable link that includes the term “privacy” or “privacy policy.”

- Each such Campaign Website must contain a conspicuous and clearly worded disclaimer at the top of the Campaign Website's home page disclosing the fact that the proprietor of the Campaign Website (“Website Operator”) has a commercial relationship whereby it receives compensation for referrals that result in sales of the products and/or services featured on the Campaign Website, and that such Campaign Website is a commercial advertisement.

- Each such Campaign Website, and the material appearing therein (other than creative provided by Company) must not: (a) infringe upon or violate, as applicable, any copyright, patent, trademark, trade secret or other similar intellectual property right of any third party; (b) otherwise violate or breach any duty toward, or rights of, any person or entity including, without limitation, rights of privacy and publicity; (c) contain materials that could constitute deceptive trade practices or that could lead to any consumer fraud; or (d) contain any celebrity images or trademarked logos.

- Each such Campaign Website must have disclaimers for images that do not represent the consumer that is portrayed.

- Each Website Operator must otherwise comply with all applicable laws, rules and regulations.

- Company reserves the right to review each such Campaign Website on a monthly basis.

- The Website Operator will provide Company with prior written notice of any proposed changes to the Campaign Website(s) (including, but not limited to, the privacy policy) after the applicable campaign has launched.

Except as expressly, or by necessary implication, amended hereby, the IO shall remain in full force and effect in accordance with its terms and is hereby ratified and confirmed by the parties.

**IN WITNESS WHEREOF**, the undersigned have caused this Addendum to the underlying IO to be duly executed by their respective authorized representatives as of the Effective Date.

**<Affiliate>, INC.**

**<Company>**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_