

Exhibit A

CONFIDENTIALITY/ NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “**Agreement**”) is made and entered into as of the date of the latter of the two signatures appearing below between Social Reality, Inc. (“**Employer**”) and Dustin Suchter (“**Executive**”).

1. Purpose. Employer wishes to employ the Executive pursuant, during which employment the Employer may disclose to Executive certain confidential technical, financial, and business information – including but not limited to information relating to advertising techniques, historical prices, Internet-based advertising, marketing practices, clients, prospective clients, proprietary software, trade secrets, and other intellectual property – which Employer desires Executive to treat as confidential during and after the termination of Executive’s employment.

2. Definition. “**Confidential Information**” means any information, documents, and/or tangible things disclosed to Executive by Employer, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation the Employer’s business and operating plans, software, and competitors. Without limiting the generality of the foregoing, Confidential Information shall include trade secrets as “trade secrets” are defined under the version of the Uniform Trade Secrets Act adopted and in effect in the State of California, as amended from time to time during the term of this Agreement, the provisions of which defining “trade secrets” are incorporated herein by reference. Confidential Information shall also include but not be limited to all other discoveries, developments, designs, improvements, inventions, formulas, software programs, business plans, processes, username and password information, techniques, know-how, negative know-how, data, research, techniques, technical data, client and customer and supplier lists, financial projections, current and prospective financing arrangements, marketing methods, plans, and related data, customer lists, buying habits and practices, pricing structures, and payment and credit histories, costs of sales and terms of trade, the identity and business practices of vendors, suppliers, financiers, bankers, agents, or brokers, the identity, skill sets, and job duties of vendors, employees, independent contractors, or Executives, terms of employment for employees, agents, and representatives, including employee stock option plans and participation, written records and data used in developing and operating its business, other confidential information of, about, or concerning Employer’s business and affairs, the financing and operations of its business, and its relationships with its employees, agents, customers, vendors, or representatives, and any modifications or enhancements of any of the foregoing, and all Employer program, pricing, marketing, sales, business contract, or other financial or business information. Confidential Information shall not, however, include any information which Executive can establish: (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Executive by Employer; (ii) becomes publicly known and made generally available after disclosure to Executive by Employer through no action or inaction of Executive; or (iii) is in the possession of Executive, without confidentiality restrictions, at the time of disclosure by the Employer as shown by Executive’s files and records immediately prior to the time of disclosure.

It shall be presumed that any information in the possession of Executive that has been disclosed to Executive by Employer, or any agent or representative of Employer, is not within any of the exceptions to the definition of Confidential Information set forth in the previous sentence, and the burden is on Executive to prove otherwise by written records and documentation.

3. Non-use and Non-disclosure. Executive agrees not to use or disclose any Confidential Information for any purpose except as part of Executive's performance of his job duties during his employment by the Employer. Executive shall not reverse-engineer, disassemble or decompile any prototypes, software or other tangible objects, which embody Employer's Confidential Information and which are provided to Executive hereunder. The Executive agrees that all Confidential Information shall not be used by the Executive in any way adverse to the interests of the Employer or any of its subsidiaries during the Term of this Agreement, and shall not be used by the Executive in any way whatsoever following the Term of this Agreement. The Executive will not, during the Term or thereafter, use, reference, paraphrase, deliver, reproduce, or in any way allow such information, documents, and/or things to be used, delivered, reproduced, or referenced, by any third party without specific prior written request to and the written authorization from a duly authorized representative of the Employer. During and after termination of the Executive's employment with the Employer, the Executive will not use, publish, release, reproduce, or otherwise make available to any third party any information, document, or thing containing or describing any trade secret or other Confidential Information of the Employer without prior specific written authorization of the Employer.

4. Maintenance of Confidentiality. Executive agrees that he shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Executive shall take at least those measures that Executive takes to protect his own most highly confidential information. Executive shall not make any copies of Confidential Information, except as previously approved in writing by the Employer. Executive shall reproduce the Employer's proprietary rights and confidentiality notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Executive shall immediately notify the Employer in the event of any unauthorized use or disclosure of the Confidential Information.

5. Ownership. All documentary Confidential Information, and all copies and summaries or synopses thereof, however made or obtained, and whether in tangible or electronic medium, are and shall remain the exclusive property of the Employer.

6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Executive shall be and remain the property of Employer and shall be promptly returned to Employer upon Employer's request.

7. No License. Nothing in this Agreement is intended to grant any rights to Executive under any patent, mask work right, or copyright of Employer, nor shall this Agreement grant Executive any rights in or to Confidential Information except as expressly set forth herein.

8. Term. This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Executive.

9. Remedies. Executive agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Employer, entitling Employer to seek injunctive relief in addition to all legal remedies.

AGREED AND ACCEPTED:

DUSTIN SUCHTER (“Executive”):

Date: _____

SOCIAL REALITY, INC. (“Employer”):

By: _____
Name: Chris Miglino
Title: Chief Executive Officer
Date: _____

