

## NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT

This AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2011, is by and between Social Outbreak Corp, a Nevada corporation ("SOC"), and \_\_\_\_\_ ("Company"). SOC and Company shall be referred to in this Agreement individually as a "Party" and collectively as the "Parties," and each such reference shall include the Parties as well as any and all of their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as "Affiliates").

WHEREAS the Parties wish to define certain parameters regarding future legal obligations, specifically acknowledge that they are bound by a duty of Confidentiality with respect to their sources and contacts in accordance with the International Chamber of Commerce; and

WHEREAS the Parties intend to protect as confidential and proprietary any information shared amongst the Parties, which information may include, for example, business plans, data reports, methods of doing business, customer lists, price lists, studies, findings, financial technology and ideas, but is not limited to these items (the "Proprietary Information"); and

WHEREAS the Parties desire to enter a working business relationship for their mutual and common benefit;

NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:

### TERMS AND CONDITIONS

- 1 The Parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this Agreement, without the express permission of the Party who made available the source.
- 2 The Parties will maintain complete confidentiality regarding each Party's business sources and/or their Affiliates and will disclose such business sources only to the named parties pursuant to the express written permission of this party who made available the source.
- 3 The Parties will hold confidential or Proprietary Information or trade secrets in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purpose, nor disclosed to any third party.

- 4 The parties intend to maintain the trade secret status of its respective Proprietary Information. No copies of such Proprietary Information will be made or retained of any such information supplied without the express written permission of the other Party;
- 5 The Proprietary Information also relates to the creation of any relationship with any person or entity brought by the parties, each to the other, for the purpose of transacting any business whatsoever and wheresoever situate.
- 6 Each party shall exercise reasonable care to prevent disclosure of the Parties' Propriety Information to any third party, except as may be authorized in writing by the other party. Internal dissemination of Propriety Information shall be limited to those employees whose duties justify their need to know such information and then only on the basis of a clear understanding by these employees of their obligation to maintain the trade secret status of such information and to restrict the use of such information solely to the use granted to the other party under this Agreement.
- 7 The Parties shall not use the Proprietary Information disclosed by the other party under this Agreement for any purpose except for evaluation of the possibility of entering into a business venture, or other some form of commercial arrangement between the parties. Upon request by either party, the other shall return all Proprietary Information.
- 8 The Parties will not disclose the names, addresses, e-mail address, telephone, fax or telex numbers or any other identifying information of contacts revealed by either Party to any third party and recognize that such contracts are the exclusive property of the respective revealing Party. The Parties further agree that they will not enter into any direct negotiations or transactions with such contracts revealed by the other Party.
- 9 The Parties further agree that they will not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by either one of the Parties to this Agreement, unless written permission has been obtained from the revealing Party to do so.
- 10 For the sake of this agreement, it does not matter whether information is obtained from a natural or a legal person.
- 11 The Parties to this Agreement acknowledge that no effort shall be made to circumvent its terms in an attempt to gain or not pay commissions, fees, remunerations, or considerations to the benefit of any of the parties to this Agreement, while excluding equal or agreed to benefits to any of the other parties. The Parties further agree not to make use of any third party or Affiliate to circumvent the terms of this Agreement or the essence of any proposed transactions between the Parties.
- 12 In the event of any such circumvention of this Agreement by either Party, directly or indirectly, the Parties recognize that it may be difficult to ascertain actual damages, therefore, the circumvented Party may be entitled to a monetary penalty equal to the maximum profits it could have realized from an anticipated transaction plus any and all

expenses, including but not limited to all legal costs and attorneys fees, and expenses incurred to recover the anticipated lost revenue. In addition, the Parties may entitled to equitable remedies such as injunctive relief to enforce the provisions of this Agreement.

- 13 All considerations, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed.
- 14 This Agreement is valid for any and all transaction between the parties herein and shall be enforceable in all Commonwealth Country's, European Union Country's, USA Courts, or under Swiss Law in Zurich, in the event of dispute. Notwithstanding the generality of the preceding sentence, specifically the laws of the State of Nevada shall be applicable to this Agreement without regard to choice of law, and any action taken to enforce the terms of this Agreement shall be taken with Davidson County, Tennessee as sole venue. The Parties hereby accept the selected jurisdiction as the exclusive venue and waive any objections to venue or jurisdiction.
- 15 The term of this Agreement shall begin immediately upon signature of the first Party and continue for a period of five (5) years from last date the last Party signs.

#### AGREEMENT TO TERMS

Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be an executed contract. This Agreement is enforceable and admissible for all purposes as may be necessary under the terms of the Agreement.

All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

ACCEPTED AND AGREED WITHOUT CHANGE

# **Electronic signature is valid and accepted as hand signature** #

Full Name:

Company:

Designation:

Address:

Phone:

Date:

Social Outbreak Corp

By (Full Name): Scott Arvin

Designation: CEO

E-Mail: [scott@socialoutbreak.com](mailto:scott@socialoutbreak.com)

Phone: 702-800-3556

Date: 3/21/2011

Return via FAX to 615-750-3393

Or

Email electronic signature to [scott@socialoutbreak.com](mailto:scott@socialoutbreak.com)