

**FORM OF INSTRUCTIONS AS TO USE OF  
SOCIAL REALITY  
DIVIDEND RIGHTS CERTIFICATES**

**CONSULT THE INFORMATION AGENT, YOUR BANK OR YOUR BROKER AS TO ANY QUESTIONS**

The following instructions relate to the right to receive a special dividend, when and if declared (the “Dividend Rights”) consisting of securities in such number and designation of BIG Token, Inc. (“Special Dividend”) as determined by the management of Social Reality, Inc. a Delaware corporation (the “Company”), to (1) (a) the holders of record of its Class A common stock, par value \$0.001 per share (the “Common Stock”), and (b) the holders of the Company’s 12.5% Senior Secured Convertible Debentures issued in our April and October 2017 private placement on an as converted to Common Stock basis, (c) the holders of the Company’s Common Stock purchase warrants issued to investors in the Company’s January 2017 registered offering, and (d) the holders of the Company’s Common Stock purchase warrants issued in the Company’s April and October 2017 private placements (collectively (1)(b) through (1)(d) are referred to herein as the “Common Stock Equivalents”); and (2) (a) the holders of outstanding Common Stock purchase warrants issued to investors and placement agents in the Company’s September through December 2016 private placement, if and when such holders exercise these warrants, (b) the holders of outstanding Common Stock purchase warrants issued to our placement agents in the Company’s January 2017 registered offering, if and when such holders exercise these warrants, (c) the holders of outstanding Common Stock purchase warrants issued to consultants in November 2016 if and when such holders exercise these warrants, and (d) the holders of outstanding Common Stock purchase warrants issued in our April and October 2017 private placements, if and when such holders exercise these warrants (collectively, (2)(a) through (2)(d) are referred to herein as the “Special Warrants”). The calculation for Common Stock Equivalents and Special Warrants will be made on an as-converted/exercised basis as of 5:00 p.m., New York City time, on September 17, 2018 (the “Recordholders”).

Recordholders as of 5:00 p.m., New York City time, on September 17, 2018 (the “Record Date”) are receiving at no charge, a non-transferable Dividend Rights, when and if declared. The Dividend Rights are evidenced by non-transferable Dividend Rights certificates (the “Rights Certificates”). The number of Dividend Rights to which you are entitled is printed on the face of your Rights Certificate. The Dividend Rights will expire if the Special Dividend is not declared on or before 5:00 p.m., New York City time, on December 31, 2019, unless extended by the Company (the “Expiration Time”).

In connection with this Dividend Right and the issuance of the Special Dividend, Transfer Online, Inc. will be the subscription and information agent (“Subscription Agent” or “Information Agent”).

Each Recordholder will receive one (1) Right for each share of Common Stock or shares of Common Stock underlying any Common Stock Equivalent or Special Warrant on the Record Date. The total number of Dividend Rights issued to each Recordholder will be rounded up to the nearest whole number. Each whole Dividend Right allows the holder thereof to receive the Special Dividend, when and if declared.

**THE DECLARATION AND ISSUANCE OF THE SPECIAL DIVIDEND IS SUBJECT TO SUBSTANTIAL STATE AND FEDERAL REGULATION AS WELL AS THE POSSIBLE APPROVAL OF ANY EXCHANGE ON WHICH THE SHARES OF SOCIAL REALITY, INC. ARE TRADED. ACCORDINGLY, THE RECORDHOLDER ACKNOWLEDGES THAT THE SPECIAL DIVIDEND MAY NEVER BE DECLARED AND EVEN IF DECLARED, ULTIMATELY MAY NOT BE ISSUED. THE HOLDER IS CAUTIONED TO NOT PLACE ANY RELIANCE UPON ITS ABILITY TO RECEIVE THE SPECIAL DIVIDEND IN THE FUTURE OR THE VALUE, IF ANY, THAT SUCH SPECIAL DIVIDEND MAY HAVE.**

The Company will not be required to issue the Special Dividend to you if the Subscription Agent does not receive your Delivery Options For Dividend Rights Certificate form (“Delivery Form”) which is attached to the Rights Certificate (whether delivered directly if you are a Recordholder or indirectly through your broker, dealer, custodian bank or other nominee if you are a beneficial owner but not a Recordholder) prior to the election expiration time that will be provided upon announcement and declaration of the Special Dividend, when and if declared (“Election Expiration”), regardless of when you send the Delivery Form. The Company may extend the Expiration Time and/or Election Expiration by giving oral or written notice to the Subscription Agent prior to such times. If the Company elects to extend the Expiration Time and/or Election Expiration, it will issue a press release announcing such extension.

**YOUR DELIVERY FORM FOR EACH DIVIDEND RIGHT MUST BE RECEIVED BY THE SUBSCRIPTION AGENT, PRIOR TO THE ELECTION EXPIRATION TIME.**

**ONCE A HOLDER OF DIVIDEND RIGHTS HAS SUBMITTED THEIR DELIVERY FORM, SUCH ELECTION MAY NOT BE REVOKED.**

**DIVIDEND RIGHTS NOT EXERCISED PRIOR TO THE EXPIRATION TIME AND/OR ELECTION EXPIRATION WILL**

EXPIRE AND WILL BE OF NO VALUE.

### **1. Method of Election – Receipt of Special Dividend.**

To elect to receive the Special Dividend, when and if declared, complete the Delivery Form portion of your Rights Certificate and send the properly completed and executed Rights Certificate and Delivery Form evidencing such Rights with any signatures required to be guaranteed so guaranteed, to the Subscription Agent, prior to the Election Expiration.

All Rights Certificates along with the Delivery Form, and nominee holder certifications, to the extent applicable, must be delivered by mail, hand or overnight courier to the Subscription Agent as follows:

Transfer Online, Inc.  
512 SE Salmon Street  
Portland, OR 97214  
Attn: Reorganization Department  
Telephone Number for Confirmation: (503) 227-2950

Delivery to an address other than the address above does not constitute valid delivery.

If you have any questions, require assistance regarding the method of exercising Rights or require additional copies of relevant documents, please contact the Information Agent, Transfer Online, Inc. at (503) 227-2950.

Brokers, custodian banks and other nominee holders who elect to receive the Special Dividend, when and if declared, on behalf of beneficial owners of Rights will be required to certify to the Subscription Agent and the Company as to the aggregate number of Rights that have elected to receive the Special Dividend, when and if declared, by each beneficial owner of Dividend Rights (including such nominee itself) on whose behalf such nominee holder is acting.

### **2. Issuance of Special Dividend.**

#### *Common Stock and Common Stock Equivalents Holders*

The Special Dividend, when and if declared, will be issued in book-entry, or uncertificated form. When and if declared and issued, the Special Dividend will be registered in the name of the Recordholder. As soon as practicable after the Election Expiration (including after all prorations and adjustments contemplated by the terms of the Special Dividend, if and when declared, as described in the prospectus to be filed with the United States Securities and Exchange Commission prior to the issuance of the Special Dividend (“Prospectus”), have been effected), the Subscription Agent will arrange for the issuance of the Special Dividend to the holders electing to receive such Special Dividend.

#### *Special Warrant Holders*

The Special Dividend, when and if declared, will be held by the Company, pending the holder of the Special Warrant exercising such Special Warrant, or applicable portion thereof. Upon the exercise of the Special Warrant, the Special Dividend, if and when issued, will be issued in book-entry, or uncertificated form, and registered in the name of the Recordholder. As soon as practicable after the exercise of the applicable Special Warrant and after the Election Expiration (including after all prorations and adjustments contemplated by the terms of the Special Dividend, if and when declared, as described in the Prospectus, have been effected), the Subscription Agent will arrange for the issuance of the Special Dividend to the holders electing to receive such Special Dividend.

### **3. Non-Transferability of Rights.**

The Rights are exercisable only by Recordholders, and you may not sell, transfer, assign or otherwise dispose of your Rights to anyone else.

### **4. Execution.**

(a) *Execution by Registered Holder.* The signature on the Rights Certificate and Delivery Form must correspond with the name of the registered holder exactly as it appears on the face of the Rights Certificate without any alteration or change whatsoever. Persons who sign the Rights Certificate in a representative or other fiduciary capacity must indicate their capacity when signing and, unless waived by the Subscription Agent in its sole and absolute discretion, must present to the Subscription Agent satisfactory evidence of their authority to so act.

(b) *Execution by Person Other than Registered Holder.* If the Rights Certificate and/or Delivery Form is executed by a person other than the holder named on the face of the Rights Certificate, proper evidence of authority of the person executing the Rights Certificate must accompany the same unless the Company, in its sole discretion, dispenses with proof of authority.

(c) *Signature Guarantees.* If you completed any portion of Form 2 of the Rights Certificate and Delivery Form, your signature must be guaranteed by an eligible institution participating in the medallion guarantee program if you specify special delivery instructions.

## **5. Method of Delivery.**

The method of delivery of Rights Certificates and Delivery Form to the Subscription Agent will be at the election and risk of the Recordholder.

## **6. Form W-9.**

Under the United States federal income tax laws, dividends that the Company may pay may be subject to backup withholding. Generally, such dividends will be subject to backup withholding unless the holder (i) is exempt from backup withholding or (ii) furnishes the payer with its correct taxpayer identification number (“TIN”) and certifies, under penalties of perjury, that the number provided is correct and provides certain other certifications. Each holder of Rights that elects to receive the Special Dividend, when and if declared, and wants to avoid backup withholding must, unless an exemption applies, provide the Subscription Agent with such holder's correct TIN (or with a certification that such holder is awaiting a TIN) and certain other certifications by completing a Form W-9, a copy of which is being furnished to each holder of Rights. Additional copies of Form W-9 may be obtained upon request from the Subscription Agent.

Certain holders (including, among others, corporations and certain foreign individuals) are exempt from these backup withholding and reporting requirements. In general, in order for a foreign holder to qualify as an exempt recipient, that holder must submit a properly completed appropriate Form W-8 (such as a W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) instead of a Form W-9, signed under penalties of perjury, attesting to such holder's foreign status. Such Form W-8 may be obtained from the Subscription Agent. Although a foreign holder may be exempt from backup withholding, payments of dividends may be subject to withholding tax, currently at a 30% rate (or lower applicable treaty rate). Exempt U.S. holders should indicate their exempt status on Form W-9 to avoid possible erroneous backup withholding. See the “General Instructions” on Form W-9 for additional instructions. Holders are urged to consult their tax advisors to determine whether they are exempt from withholding and reporting requirements.

If backup withholding applies, the Company or the Subscription Agent, as the case may be, will be required to withhold (currently at a 28% rate) on any dividend payments made to a holder that elects to receive the Special Dividend, when and if declared. Backup withholding is not an additional tax. Rather, the amount of backup withholding can be credited against the U.S. federal income tax liability of the holder subject to backup withholding, provided that the required information is provided to the Internal Revenue Service (“IRS”). If backup withholding results in an overpayment of taxes, a refund may be obtained.

A holder that elects to receive the Special Dividend is required to give the Subscription Agent the TIN of the record owner of the Rights. If such record owner is an individual, the TIN is generally the taxpayer's social security number. For most other entities, the TIN is the employer identification number. If the Rights are in more than one name or are not in the name of the actual owner, consult the “General Instructions” on Form W-9 for additional guidelines on which number to report. If the Subscription Agent is not provided with the correct TIN in connection with such payments, the holder may be subject to a penalty imposed by the IRS.

If you do not have a TIN, consult the “General Instructions” on Form W-9 for instructions on applying for a TIN, write “Applied For” in the space for the TIN in part 1 of the Form W-9 and, under penalties of perjury, sign and date the Form W-9 and the Certificate of Awaiting Taxpayer Identification Number set forth herein. If you do not provide your TIN to the Subscription Agent within 60 days, backup withholding will begin and continue until you furnish your TIN to the Subscription Agent. Please note that writing “Applied For” on the form means that you have already applied for a TIN or that you intend to apply for one in the near future.

## **7. Determinations Regarding the Exercise of Your Rights.**

The Company will decide, in its sole discretion, all questions concerning the timeliness, validity, form and eligibility of your Dividend Rights. Any such determinations by the Company will be final and binding. The Company, in its sole discretion, may waive, in any particular instance, any defect or irregularity or permit, in any particular instance, a defect or irregularity to be corrected within such time as the Company may determine. The Company will not be required to make uniform determinations in all cases. The Company may reject your election to receive the Special Dividend, when and if declared, because of any defect or irregularity.

The Company will not accept any election to receive the Special Dividend until all irregularities have been waived by the Company or cured by you within such time as the Company decides, in its sole discretion.

Neither the Company, the Subscription Agent/Information Agent will be under any duty to notify you of any defect or irregularity in connection with your election to receive the Special Dividend, if and when declared, and the Company will not be liable for failure to notify you of any defect or irregularity. The Company reserves the right to reject your election if the Company determines that your election is not in accordance with the terms of the Special Dividend, as set forth in the Prospectus and these Instructions for Use, or in proper form. The Company will also not accept your election to receive the Special Dividend if the Company's issuance of the Special Dividend to you could be deemed unlawful under applicable law.