**NON-DISCLOSURE AGREEMENT**

In connection with our mutual consideration of a possible business or financing transaction (any such transaction being referred to herein as a “Transaction”) involving Western Capital Resources, Inc., a Delaware corporation (“Western Capital”) (or one of its subsidiaries or affiliates), and the other undersigned party (the “Company”) to this Non-Disclosure Agreement (this “Agreement”), the Company may disclose to Western Capital certain of the Company’s proprietary or confidential information. As a condition to the furnishing of such information, the parties hereby agree as follows:

1. **Definition of Confidential Information**. As used herein, “Confidential Information” means any and all proprietary or confidential information, technical data, trade secrets or know-how regarding the business of the Company, including but not limited to products, services, customer lists, markets, software, developments, inventions, processes, formulae, technology, designs, drawings, marketing, distribution and sales methods and systems, sales and profit figures or finances, disclosed by the Company to Western Capital or its “Representatives,” as such term is defined below; provided, however, that “Confidential Information” will in no event include any of the foregoing items which:

i. are acquired in the public sector;

ii. prior to disclosure to Western Capital, are known to the public;

iii. after disclosure to Western Capital, become known to the public through no act or omission of Western Capital or any of its Representatives;

iv. Western Capital can demonstrate were previously known by it or were independently developed by or for it; or

v. are or become available to Western Capital on a non-confidential basis from another person or entity that, to Western Capital’s knowledge, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation.

2. **Obligation of Confidentiality**. All Confidential Information shall be used by Western Capital solely for purposes of evaluating whether Western Capital desires to enter into a Transaction with the Company, and not for any other purpose. In addition, Western Capital will not disclose any Confidential Information to third parties; provided, however, that Western Capital may disclose Confidential Information to those directors, officers, employees, agents and representatives, including without limitation financial advisors, attorneys and accountants (collectively, “Representatives”) of Western Capital who, in Western Capital’s judgment, have a reasonable need to know such information in connection with Western Capital’s evaluation of a potential Transaction.

3. **Confidentiality of Transaction**. Neither party nor its Representatives shall, without the other party’s prior and express written consent, disclose to any other person or entity any information about the parties’ discussions regarding a Transaction or any terms, conditions or other facts relating thereto, including without limitation the fact that discussions are taking place with respect to a Transaction or the status thereof, or the fact that Confidential Information of the Company has been made available to Western Capital for purposes of engaging in a Transaction. The foregoing sentence shall not prohibit any such disclosure required by applicable law, rule, regulation, or court or administrative order. After a definitive written agreement for a Transaction has been signed, if any, Western Capital may make disclosure of the Confidential Information to potential investors, and to the public, as may be necessary under applicable law, rules or regulations.

4. **Securities Laws**. With respect to the obligations of the parties set forth in Section 3 above, the Company acknowledges that United States securities laws prohibit any person or firm having material non-public information about a corporation such as Western Capital (including a possible transaction involving Western Capital) from (i) purchasing or selling securities of such corporation in reliance on such information, or (ii) communicating such information to any other person or firm under circumstances in which it is reasonably foreseeable that such other person or firm is likely to purchase or sell securities of such corporation in reliance on such information. Accordingly, the Company agrees, for so long as it has any material non-public information regarding Western Capital, not to (y) purchase or sell securities of Western Capital, or (z) furnish or communicate such information to any person or firm under circumstances in which it is reasonably foreseeable that such person or firm is likely to purchase or sell securities of Western Capital in reliance thereon.

5. **Termination of Transaction Discussions**. If either party determines that it does not wish to proceed with a Transaction, such party shall notify the other party in writing of that decision. In connection with any such termination, Western Capital shall upon written request promptly destroy all printed Confidential Information (or copies, printouts, summaries, synopses, or derivations thereof) and all electronic embodiments of Confidential Information.

6. **Survival**. The obligations of Western Capital hereunder will survive any decision not to proceed with the Transaction for a period of one year after the date on which notice of such decision is given.

7. **No Agreement Regarding the Transaction**. Except as set forth in this Agreement, neither party shall have any obligation whatsoever to the other party respecting any Transaction, unless and until a definitive written agreement with respect thereto shall have been duly executed.

8. **General Provisions**. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior discussions, agreements and understandings with respect thereto. This Agreement may not be amended or modified except by a writing signed by both parties. This Agreement shall be governed by the laws of the State of Nebraska, without regard to its conflicts-of-law provisions. This Agreement shall not benefit or create any right or cause of action in or on behalf of any person or entity other than the parties hereto. This Agreement may be executed in counterparts, which taken together shall constitute one agreement. Facsimile and electronically transmitted signatures shall be valid and binding to the same extent as the delivery of original signatures.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the dates set forth below.

**WESTERN CAPITAL RESOURCES, INC.**

By:

Name:

Title:

Date:

**“COMPANY”**

Print name of Company

By:

Name:

Its:

Date: