

ATTENTION: ACCEPTANCE OF THIS CONFIDENTIALITY AGREEMENT REQUIRES THE RECIPIENT AND EACH OF ITS REPRESENTATIVES TO RESTRICT THEIR CONDUCT DURING THE BIDDING PROCESS AND AFTER THE BIDDING PROCESS CONCLUDES WITHOUT LIMITATION. VIOLATION OF THIS CONFIDENTIALITY AGREEMENT BY THE RECIPIENT OR ANY OF ITS REPRESENTATIVES MAY RESULT IN MONETARY DAMAGES, AND THE RECIPIENT MAY BE BARRED FROM FUTURE ACQUISITION OPPORTUNITIES. PLEASE READ THIS CONFIDENTIALITY AGREEMENT IN ITS ENTIRETY BEFORE EXECUTION.

CONFIDENTIALITY AGREEMENT

Updated July 11, 2025

In consideration of the subject bank or its Affiliates (collectively, “Bank”) or the Federal Deposit Insurance Corporation’s (the “FDIC”) furnishing to Recipient (as defined below) Proprietary Information (as defined below) in order to enable Potential Acquirer (as defined below) to determine whether to submit a bid (a “Bid”) for a possible FDIC-related acquisition and assumption of any of Bank’s assets and liabilities (a “Transaction”), by selecting the “Agree” option to gain entry to ShareVault workspace and access Proprietary Information, Recipient hereby covenants and agrees with the FDIC as follows:

1. Definitions.
 - a. “Agreement” means this Confidentiality Agreement.
 - b. “Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under common control with such specified Person, including, without limitation, any other Person who would be an Affiliate or Subsidiary of the specified Person within the meaning of *Section 2* of the *Bank Holding Company Act*.
 - c. “Bank” is defined in the preamble to this Agreement.
 - d. “Bid” is defined in the preamble to this Agreement.
 - e. “Customer” means any Person who has, had, has initiated, or is initiating any banking or business relationship with Bank, including, without limitation, any depositor, borrower (including any tenant of any borrower), vendor, consultant, or contractor.
 - f. “FDIC” is defined in the preamble to this Agreement.
 - g. “Person” means any corporation, governmental or regulatory body (excluding the FDIC), company, partnership (general or limited), limited liability company, joint venture, association, trust, estate, unincorporated organization, individual, or other entity.
 - h. “Potential Acquirer” means any Person considering submission of a Bid to the FDIC who is being furnished Proprietary Information.
 - i. “Potential Investor” means any Person with whom Potential Acquirer intends to, or may, enter into a joint venture, partnership, syndication, investor group, or similar arrangement for the purpose of preparing or submitting a Bid or entering into a Transaction.
 - j. “Proprietary Information” means (a) all information about Bank or its business, including, without limitation, financial data and reports, plans and policy statements, business strategy and objectives, and marketing information, as well as names, addresses, loan files, and other information about Customers, whether (i) furnished by or on behalf of Bank or the FDIC, or any of their respective Representatives, and regardless of the manner in which any such information is furnished, or (ii) obtained directly from Bank through access given to Recipient by the FDIC or Bank in accordance with a resolution from Bank’s Board of Directors authorizing such access; (b) the

existence, subject matter, and content of this Agreement, as well as the circumstances under or for which it was made (including, without limitation, the possibility of an FDIC-related transaction or failure of Bank); (c) the Information Package, the instructions for Potential Acquirers, any summary of terms or summary of a Transaction, and any other document, financial data, and other information (written or oral) relating to Bank or a possible Transaction obtained from, or prepared or compiled by or on behalf of, the FDIC or Bank; (d) the fact that Recipient or any Potential Acquirer has joined with any Potential Investor to consider, or is or may be considering, a Bid or a Transaction, or the terms, conditions, or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, or the fact that Proprietary Information has been made available to Recipient; and (e) all information, documents, data, or other materials derived from any of the foregoing Proprietary Information (including, without limitation, all copies (electronic or otherwise) thereof, and all notes, analyses, compilations, studies, or other documents, whether prepared by Recipient or any Potential Acquirer or any of their respective Representatives, which contain or otherwise reflect any such information). Proprietary Information does not include information which (x) is or becomes generally available to the public other than as a result of a disclosure by Recipient or any other Restricted Party, (y) was available to Recipient on a nonconfidential basis prior to its disclosure by or on behalf of Bank or the FDIC, or (z) becomes available to Recipient on a nonconfidential basis from a Person other than Bank, the FDIC, or a Restricted Party, provided that Recipient has no reasonable basis to believe that such Person is bound by a confidentiality covenant or agreement with Bank or the FDIC or that such Person is otherwise prohibited from disclosing such information to Recipient; provided, however, that with respect to exclusions (y) and (z), such exclusions will be available only if, and to the extent, Recipient provides the FDIC with written documentation from Recipient's files and records (or the files and records of a Potential Acquirer) evidencing facts that would make such exclusions applicable to any information that Recipient claims is subject to either exclusion and, as a result, does not constitute Proprietary Information.

k. "Recipient" means the Person to whom Bank or the FDIC furnishes Proprietary Information. If Recipient is not a Potential Acquirer, the term "Recipient" will be deemed to include the Potential Acquirer on behalf of whom Recipient obtains Proprietary Information.

l. "Representative" of any specified Person or the FDIC means any other Person who is an Affiliate, director, officer, employee, agent, or contractor (including, without limitation, an attorney, accountant, or other advisor) of such specified Person or the FDIC.

m. "Restricted Party" means Recipient, any Potential Acquirer, any Potential Investor, and their respective Representatives.

n. "Transaction" is defined in the preamble to this Agreement.

o. "Transaction Agreement" means any purchase or assumption agreement evidencing a Transaction.

p. Any capitalized term used, but not defined, in this Agreement has the meaning given it in the purchase and assumption agreement templates proposed for the Transaction.

2. Recipient will identify in writing to the FDIC, and provide other information as requested by the FDIC concerning, any Representative of Recipient who is not a full-time employee of Recipient prior to (a) any communications with such Representative regarding a Transaction or a Bid, and (b) the release or disclosure of any Proprietary Information by Recipient to such Representative. If Recipient is a Potential Acquirer, Recipient will also identify in writing to the FDIC, and provide other information as requested by the FDIC concerning, any Potential Investor prior to (x) any communications with such Potential Investor regarding a Transaction or a Bid, and

(y) the release or disclosure of any Proprietary Information by Recipient, or any other Restricted Party, to such Potential Investor.

3. Unless otherwise agreed to in writing by the FDIC, Recipient will, and will cause its Representatives and Potential Investors to (a) safeguard and keep confidential all Proprietary Information and, except as required by law and, in that case, in accordance with Section 4 of this Agreement, not disclose or reveal any Proprietary Information to any Person (including, without limitation, Bank, and any Bank Representative), other than Recipient and other Restricted Parties who are participating in the evaluation of a Transaction or who otherwise need to know Proprietary Information for the purpose of considering a Bid with Recipient; (b) not use Proprietary Information for any purpose other than to evaluate a Transaction or to consider or prepare a Bid on behalf of a Potential Acquirer; and (c) comply with the terms of this Agreement. Prior to providing any Restricted Party with any Proprietary Information, (x) Recipient will ensure that each such Restricted Party is advised of the confidential nature of such Proprietary Information and is directed by, and has agreed with, Recipient to treat such information confidentially in a manner so as to comply with all the terms of this Agreement and (y) such Restricted Party (i) will have entered into an agreement with Recipient obligating such Restricted Party to use and maintain the confidentiality of the Proprietary Information in a way that is materially consistent with this Agreement, a copy of which executed Agreement will be provided upon request to the FDIC, or (ii) is otherwise legally obligated under the terms of such Restricted Party's engagement or relationship with Recipient or by law to maintain the confidentiality of the Proprietary Information and can provide the FDIC with evidence satisfactory to the FDIC of such obligation upon request. Recipient will be fully liable under this Agreement for any failure on the part of any Restricted Party or any other Person to whom Recipient provides access to Proprietary Information to maintain the confidentiality of, and to use, the Proprietary Information in a manner that complies with Recipient's obligations under this Agreement.

4. Recipient acknowledges that (a) Proprietary Information may contain information subject to the confidentiality provisions of *12 C.F.R. Part 309*, as such regulation may, from time to time, be amended and may include Customer information subject to the *Right to Financial Privacy Act*, as such Act may, from time to time, be amended, and (b) any unauthorized use of such Proprietary Information may result in the imposition of criminal penalties under *18 U.S.C. Section 641*, as such section may, from time to time, be amended.

5. If Recipient is requested pursuant to, or required by, applicable law or regulation, or by legal process, to disclose any Proprietary Information, as soon as possible but prior to any such disclosure, Recipient will notify the FDIC of any such request or requirement so as to enable the FDIC to seek an appropriate protective order or take other action as FDIC may deem appropriate, and Recipient will consult with the FDIC regarding the reasons for and the nature of any proposed disclosure. If Recipient is prohibited from notifying and consulting with the FDIC by court order or other compulsory legal process, Recipient will notify and consult with the FDIC as early as may be legally permissible. With respect to any disclosure referred to in the first sentence of this Section, Recipient will furnish only that portion of Proprietary Information that, in the opinion of Recipient's counsel, is legally required, and Recipient will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded such Proprietary Information. This Section will not restrict Recipient from disclosing Proprietary Information to the Board of Governors of the Federal Reserve System, the Comptroller of the Currency, or other federal or state regulatory agencies, if such disclosure is necessary to obtain required regulatory approvals of a Bid or Transaction or is otherwise required. References in this Section to "Recipient" will be deemed to include its "Representatives" and any "Potential Investors" unless the context otherwise directs in the judgment of the FDIC.

6. Unless otherwise required by law, Recipient will not, and will cause its Representatives and Potential Investors not to, disclose any Proprietary Information without the prior written consent of the FDIC, to any Person (including, without limitation, Bank and any Bank Representative), other than to (a) Recipient and other Restricted Parties who are participating in the consideration of a Bid or evaluation of a Transaction with Recipient or (b) a Potential Acquirer or other Person who otherwise needs to know Proprietary Information for the purpose of considering a Bid or evaluating a Transaction with Recipient or a Potential Acquirer.

7. Recipient will, and will cause its Representatives and Potential Investors to, destroy all Proprietary Information (including, without limitation, copies, reproductions, computer records, notes, summaries, analyses, and extracts of records related to, based on, or that reflect Proprietary Information) in Recipient's possession or in the possession of any of its Representatives or Potential Investors (a) if Recipient (or any related Restricted Party) does not submit a Bid by the deadline for submitting a Bid or (b) upon notification by the FDIC to Recipient (or to any related Restricted Party) that the Bid submitted by Potential Acquirer (or any related Restricted Party) was not selected as the least costly Transaction or other reason unless doing so would violate recordkeeping requirements mandated by applicable law or regulation. In such case, Recipient will, and will cause its Representatives and Potential Investors to, destroy all Proprietary Information immediately when destruction will not be a violation. Upon request of the FDIC, Recipient will certify under penalty of perjury to the FDIC that the requirements of this Section have been satisfied.

8. Neither Bank nor the FDIC makes any representation or warranty, express or implied, as to the genuineness, accuracy, or completeness of any Proprietary Information. None of Bank, the FDIC, or their respective Representatives or controlling persons (within the meaning of *Section 20* of the *Securities Exchange Act of 1934*) will have any liability to Recipient or the other Restricted Parties relating to, or arising from, the use of any Proprietary Information. Information compiled by the FDIC with respect to insured institutions is compiled for the FDIC's own supervisory purposes and is not a sufficient basis for preparing a Bid.

9. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL LAW OF THE UNITED STATES OF AMERICA, AND IN THE ABSENCE OF CONTROLLING FEDERAL LAW, IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE MAIN OFFICE OF BANK IS LOCATED.

10. Each of Recipient and the FDIC each irrevocably and unconditionally agrees to waive any rights it may have to a jury trial in any action or proceeding against it arising out of or relating in any manner to this Agreement.

11. If the FDIC determines, in its sole and absolute discretion, that Recipient has violated or breached any of the terms, conditions, provisions, or covenants of this Agreement or any related agreement (including any failure by any Person to whom any Proprietary Information is disclosed to maintain or use the Proprietary Information solely in accordance with such agreements), then the FDIC, in the exercise of its sole and absolute discretion, will have the right to, and may, exercise any or all legal or equitable remedies or rights against Recipient to which the FDIC is entitled at law, in equity, pursuant to this Agreement or otherwise on account of such violation or breach.

12. Recipient, for itself and on behalf of its Representatives and Potential Investors, acknowledges that Bank or the FDIC, as the case may be, is the sole and rightful owner of Proprietary Information, and that unauthorized disclosure will cause great and irreparable injury to Bank or the FDIC for which there is no adequate remedy at law. Without prejudice to any rights and remedies otherwise available to Bank or the FDIC, including, without limitation, compensatory damages,

Recipient agrees that Bank and the FDIC, and each of them, will be entitled to equitable relief, including, without limitation, by way of injunction, if Recipient or any other Restricted Party breaches or threatens to breach any of the provisions of this Agreement, and Recipient will not oppose that granting of such relief and hereby irrevocably and unconditionally, for and on behalf of itself and each of its Representatives and Potential Investors, waives any requirement for the security or posting of any bond in connection with such relief.

13. For the six (6) month period following the date of this Agreement, none of Recipient or any of its Potential Investors or any of their respective Representatives will, or will encourage or assist any other Person to, directly or indirectly, solicit to hire any employee of Bank, other than in the normal and general course of its business and in compliance with all other provisions of this Agreement. For clarification, as used in this Section, “in the normal and general course of business” means the hiring of an individual who (a) contacts Recipient or its Potential Investors or any of their respective Representatives on his or her own initiative without any direct or indirect solicitation by, or encouragement from, Recipient or its Potential Investors or their respective Representatives, (b) ceases to be employed by Bank or a successor-in-interest to Bank who obtained the right to retain the employee (e.g. a bank who enters into a Transaction Agreement with the FDIC as receiver for Bank) prior to any direct or indirect solicitation by, or encouragement from, Recipient or its Potential Investors or their respective Representatives, or (c) responds to a general employment advertisement or other general solicitation or recruitment effort not specifically aimed at employees of Bank or any particular employee of Bank. If an employee of Bank is hired by Recipient or any of its Potential Investors or their respective Representatives during the six (6) month period following the date of this Agreement, such party will have the burden of proof to establish that it did not solicit that employee in violation of this Section.

14. For the six (6) month period following the date of this Agreement, none of Recipient or any of its Potential Investors or their respective Representatives will, or will encourage or assist any other Person to, directly or indirectly, solicit Customers, other than in the normal and general course of its business and in compliance with all other provisions of this Agreement. For clarification, as used in this Section, “in the normal and general course of business” means the establishment of a business relationship with a Customer that (a) contacts Recipient or its Potential Investors or any of their respective Representatives on the Customer’s own initiative without any direct or indirect solicitation by, or encouragement from, Recipient or its Potential Investors or their respective Representatives, (b) ceases to be a Customer of Bank or a successor-in-interest to Bank who obtained the right to retain the Customer (e.g. a bank who enters into a Transaction Agreement with the FDIC as receiver for Bank) prior to any direct or indirect solicitation by, or encouragement from, Recipient or its Potential Investors or their respective Representatives, or (c) responds to a general advertisement or solicitation not specifically aimed at Customers of Bank (or any particular Customer of Bank). If a Customer of Bank establishes a business relationship with Recipient or any of its Potential Investors or their respective Representatives during the six (6) month period following the date of this Agreement, such party will have the burden of proof to establish that it did not solicit that Customer in violation of this Section.

15. No failure or delay by the FDIC or Bank in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement or under applicable law. No provision of this Agreement may be amended or waived except in writing by the FDIC and Recipient. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. This Agreement is in favor of and for the benefit of the FDIC, whether acting in its corporate capacity, in its capacity as receiver,

or in any other capacity. This Agreement is also in favor of and for the benefit of Bank, and Bank will be a third-party beneficiary under, and with respect to, this Agreement.

16. If Recipient submits a Bid, it will contemporaneously deliver to the FDIC any additional executed confidentiality agreements as FDIC may request.

17. If Recipient is not a Potential Acquirer, Recipient (a) represents that Recipient is a Representative of Potential Acquirer and (b) will only use the Proprietary Information for the purposes described in this Agreement and on behalf of Potential Acquirer.

18. The FDIC will be entitled to payment from Recipient, in the amount set forth below, as fixed, agreed, and liquidated damages, for each material breach of this Agreement (including any failure by any Representative or Potential Investor to whom any Proprietary Information is disclosed to maintain such Proprietary Information as confidential or any use of Proprietary Information for a purpose prohibited by this Agreement):

- (a) \$100,000 if Bank's total assets equal \$500 million or less;
- (b) \$250,000 if Bank's total assets equal \$2.5 billion or less, but more than \$500 million;
- (c) \$500,000 if Bank's total assets equal \$10 billion or less, but more than \$2.5 billion;
- (d) \$1 million if Bank's total assets equal \$50 billion or less, but more than \$10 billion;
- (e) \$5 million if Bank's total assets equal \$100 billion or less, but more than \$50 billion; and
- (f) \$10 million if Bank's total assets equal more than \$100 billion.

The FDIC and Recipient acknowledge and agree that the applicable amount will be liquidated damages and not a penalty, that actual damages resulting to the FDIC from the breach of this Agreement will be difficult or impossible to measure, and that the applicable amount is a reasonable estimate of what those damages would be. As used in this Section, "total assets" means the total assets reflected in Bank's most recent call report.

19. RECIPIENT, FOR ITSELF AND ON BEHALF OF ITS POTENTIAL INVESTORS AND THEIR RESPECTIVE REPRESENTATIVES, ACKNOWLEDGES THAT IF THE FDIC, IN ITS SOLE DISCRETION, DETERMINES THAT ANY BREACH OF, OR FAILURE TO COMPLY WITH, THIS AGREEMENT HAS OCCURRED, THE FDIC MAY LIMIT OR SUSPEND THE ELIGIBILITY OF RECIPIENT AND ANY OTHER RESTRICTED PARTY (INCLUDING POTENTIAL ACQUIRER) TO PARTICIPATE IN ANY FDIC-RELATED SALE OR ACQUISITION.

20. Recipient must, and will, defend, indemnify, and hold harmless the FDIC and its Representatives from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs, and expenses (including attorneys' fees actually incurred) asserted against or incurred by the FDIC or its Representatives as a result of a claim asserted against the FDIC or its Representatives based on, relating to, or alleging any disclosure of any Proprietary Information that constitutes a violation of, or failure to comply with, the provisions of this Agreement by Recipient (including any failure by any Person to whom any Proprietary Information is disclosed to use or maintain the confidentiality of such Proprietary Information in accordance with this Agreement). In addition, Recipient must, and will, indemnify the FDIC for all costs and expenses (including attorneys' fees actually incurred) incurred by the FDIC in seeking injunctive relief or comparable relief as contemplated by Section 12 of this Agreement. The provisions of this Section will survive the termination or expiration of this Agreement (in whole or in part). Recipient acknowledges and agrees that in no event is the exercise of the indemnification rights by the FDIC or its Representatives pursuant to this Section to be construed

or taken as an acknowledgment or admission that monetary damages are adequate to remedy any actual, threatened, or continuing violation or breach of this Agreement.

21. Recipient acknowledges and understands that some or all of the Proprietary Information may have been prepared by parties other than the FDIC, and further acknowledges and understands that FDIC makes no representation or warranty whatsoever, express or implied or by operation of law, with respect to the content, completeness, or accuracy of the Proprietary Information. Recipient hereby releases the FDIC from any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses (including, without limitation, attorneys' fees) asserted against, or incurred by, Recipient by reason of Proprietary Information or for any other reason arising in connection with a Transaction.

22. No remedy conferred in this Agreement is intended to be exclusive of any other remedy provided or permitted pursuant to this Agreement or any confidentiality covenant or agreement or otherwise available at law, in equity or otherwise, but rather each such remedy will be cumulative and will be in addition to every other remedy or right given pursuant to this Agreement or now or hereafter existing at law, in equity, or otherwise.

23. Recipient acknowledges that (a) Potential Acquirer's authorization to submit a Bid may be revoked, (b) Potential Acquirer's Bid may not be accepted, (c) Potential Acquirer's authorization to enter into a Transaction may be revoked, (d) a Transaction may be delayed, and (e) a Transaction may not occur.

24. The FDIC will bear no cost, expense, loss, or other claim of any Recipient related to this Agreement, a Bid, or a Transaction, including, without limitation, acquisition and analysis of Proprietary Information, performing other due diligence, and engaging Representatives to assist in those efforts.

25. Recipient must, and will, cooperate with any FDIC investigation into a potential breach or violation of this Agreement including, but not limited to, requests for documents and information within the possession, custody, or control of Recipient.

26. The FDIC and Recipient irrevocably and unconditionally agree that they will not commence any action, litigation, or proceeding of any kind whatsoever against the other party, in any way arising from or relating to this Agreement, in any forum other than the U.S. District Court for the District of Columbia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court and agrees to bring any such action, litigation, or proceeding only in said court. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

27. If Bank closes, and Recipient and the FDIC enter into a Transaction Agreement, Recipient will be released from this Agreement solely with respect to the assets and liabilities acquired pursuant to such Transaction Agreement and for actions taken subsequent to the execution of the Transaction Agreement and the consummation of the Transaction.

28. This Agreement contains the entire understanding and agreement between Recipient and the FDIC relating to the receipt, use, and disclosure of the Proprietary Information and supersedes all prior negotiations, discussions, understandings, and agreements with respect thereto.