[Sender Letterhead]

[Date]

[Recipient Name]
[Recipient Title]
[Target Bank Name]
[Address]

Re: Exclusivity Agreement regarding Proposed Merger

Dear [Recipient Name],

This letter agreement (the "Agreement") sets forth the terms upon which [Acquiring Bank Name] ("Acquiror") and [Target Bank Name] ("Target") agree to discuss a potential strategic business combination (the "Transaction").

1. Exclusivity Period. In consideration of the substantial resources and costs to be incurred by Acquiror in conducting due diligence, Target agrees that from the date of this letter until [Time] on [Date] (the "Exclusivity Period"), Target will not, and will cause its officers, directors, employees, and advisors not to:

- Solicit, initiate, or encourage any inquiries or proposals regarding a merger, sale of assets, or sale of shares involving Target;
- Enter into or continue any discussions or negotiations with any third party regarding a competing transaction;
- Provide any non-public information to any third party in connection with a potential acquisition.

2. Notice of Competing Proposals. During the Exclusivity Period, Target shall immediately notify Acquiror if any person or entity makes a proposal or inquiry regarding a potential acquisition of Target.

3. Non-Binding Nature. Except for the provisions regarding exclusivity and confidentiality, this letter does not constitute a binding obligation to consummate a Transaction. A binding commitment will only result from the execution of a definitive merger agreement.

4. Governing Law. This Agreement shall be governed by the laws of the State of [State Name].

Please indicate your acceptance of these terms by signing below.

Sincerely,

[Signature]
[Name of Authorized Representative]

[Title]
[Acquiring Bank Name]

Accepted and Agreed:

[Signature]
[Name of Authorized Representative]
[Title]
[Target Bank Name]