

Non-Disclosure Agreement

August 26, 2015

Reference is made to the Standstill Agreement, dated August 26, 2015 (the “Standstill Agreement”), by and among Riverview Bancorp, Inc. (the “Company”), the Ancora Parties and James M. Chadwick, as representative of the Ancora Parties (the “Director”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Standstill Agreement, and the rules of interpretation set forth in Section 8 of the Standstill Agreement shall apply to this Non-Disclosure Agreement *mutatis mutandis*.

The Director may be provided certain information and data in connection with his serving as a director of the Company or Riverview Community Bank that the Company or Riverview Community Bank wishes to keep confidential, including information (whether furnished in writing or electronic format or orally) regarding the Company’s and Riverview Community Bank’s governance, board of directors, management, plans, strategies, business, finances or operations and information that the Company or Riverview Community Bank has obtained from third parties and with respect to which the Company or Riverview Community Bank is obligated to maintain confidentiality (collectively, “Confidential Information”). Except as provided in this Non-Disclosure Agreement, the Director will not disclose any Confidential Information in any manner whatsoever or use any Confidential Information other than in connection with serving as a director of the Company or Riverview Community Bank without, in each instance, securing the prior written consent of the Company (acting through a resolution of a majority of the Company’s directors).

Except as set forth in this paragraph, this Non-Disclosure Agreement shall not prevent the Director from privately disclosing Confidential Information to (i) officers, directors, accountants and counsel for the Company or Riverview Community Bank, (ii) the Director’s legal counsel or legal counsel to the Ancora Parties (each a “Director Representative” and collectively, the “Director Representatives”) who needs to know such information for the sole purpose of advising the Director on his actions as a director of the Company or Riverview Community Bank or advising Ancora Advisors, LLC (“Ancora Advisors”) and the Ancora Parties (or the Ancora Affiliates) on its (or their) investment(s) in the Company or (iii) Frederick DiSanto, Brian Hopkins and Patrick Sweeney, each an associate of Ancora Advisors (each an “Ancora Principal” and, collectively, the “Ancora Principals”). Notwithstanding the foregoing, it is understood and agreed that the Director will not disclose any information that the Director learns or obtains in his capacity as a director of the Company or Riverview Community Bank to any Director Representative or any Ancora Principal to the extent such disclosure would be reasonably likely to constitute a waiver of the attorney-client privilege between the Company or Riverview Community Bank and its counsel or the Company’s or Riverview Community Bank’s attorney work product privilege. The Director also acknowledges and agrees that he will not disclose, and is prohibited by law and regulation from disclosing, to any Director Representative or any Ancora Principal any reports of examination or other confidential supervisory information of any bank regulatory authority, including the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of San Francisco, the Federal Deposit Insurance Corporation

and the Office of the Comptroller of the Currency. Any Director Representative shall only be provided Confidential Information to the extent that such Director Representative is informed of the confidential nature of the Confidential Information and agrees or is otherwise obligated to keep such information confidential and to restrict the use of such confidential information in accordance with the terms of this Non-Disclosure Agreement. The Ancora Principals agree to keep confidential the Confidential Information and to restrict the use of such Confidential Information in accordance with the terms of this Non-Disclosure Agreement, to be bound by this Non-Disclosure Agreement on the same terms as the Director by countersigning this Non-Disclosure Agreement and not to use any Confidential Information in a manner that may be detrimental to the Company or its subsidiaries, including Riverview Community Bank. The Director, Ancora Advisors and the Ancora Parties shall be responsible for any breach of this Agreement by the Director, any Director Representatives, Ancora Advisors, the Ancora Parties or Ancora Principals.

The term "Confidential Information" shall not include information that (a) is at the time of disclosure or thereafter becomes generally available to the public other than as a result of a disclosure by the Director, Ancora Advisors, the Ancora Parties, a Director Representative or an Ancora Principal in violation of the terms of this Non-Disclosure Agreement; (b) was, prior to disclosure by the Company or Riverview Community Bank, already in the possession of the Director, a Director Representative or an Ancora Principal; provided that the source of such information was, to such person's knowledge after reasonable inquiry, not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Company or Riverview Community Bank; (c) becomes available to the Director, a Director Representative or an Ancora Principal on a non-confidential basis from a source other than the Company, an affiliate of the Company (including Riverview Community Bank) or an agent, representative, attorney, advisor, director, officer or employee of the Company or Riverview Community Bank (collectively, the "Company Representatives") that is, to such person's knowledge after reasonable inquiry, not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Company or Riverview Community Bank, and is not, to such person's knowledge after reasonable inquiry, under an obligation to the Company or Riverview Community Bank not to transmit the information to such person; or (d) was independently developed by the Director, a Director Representative or an Ancora Principal without reference to or use of the Confidential Information.

The Director is aware, and will advise any Director Representative or an Ancora Principal who is informed of the matters that are the subject of this Non-Disclosure Agreement, that the Confidential Information may constitute material, non-public information and of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who is aware of material, non-public information and on the communication of such information to any other person who may purchase or sell such securities on the basis of such information. The Director, Ancora Advisors, the Ancora Parties, any Director Representative or any Ancora Principal to whom the Director transmits Confidential Information under this Non-Disclosure Agreement will comply with all applicable federal and state securities laws in connection with the purchase or sale, directly or indirectly, of securities of the Company or any other entity of which the Director is provided material non-public information in his capacity as a director of the Company or Riverview Community Bank for as long as the Director, Ancora

Advisors, the Ancora Parties any Director Representative or any Ancora Principal are in possession of material non-public information about the Company or such other entity. The Director and the Company acknowledge that none of the provisions hereto shall in any way limit Ancora Advisors', the Ancora Parties' or the Ancora Principals' activities in the ordinary course of business if such activities will not violate applicable securities laws or the obligations set forth in this Non-Disclosure Agreement.

Each of the Director, any Ancora Principal and any Director Representative to whom the Director transmits Confidential Information under this Non-Disclosure Agreement acknowledges, or shall be deemed to acknowledge, that none of the Company, any affiliate of the Company or any Company Representative makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. None of the Company, any affiliate of the Company or any Company Representative shall have any liability to the Director, Ancora Advisors, the Ancora Parties, any Director Representative or any Ancora Principal hereunder relating to or resulting from the use of the Confidential Information by the Director, Ancora Advisors, the Ancora Parties, any Director Representative or any Ancora Principal or any errors in or omissions from the Confidential Information.

In the event that the Director, Ancora Advisors, the Ancora Parties, any Director Representative or any Ancora Principal is requested in any proceeding or governmental inquiry to disclose any Confidential Information, the Director will give the Company prompt written notice, to the extent not legally prohibited, of such request so that the Company or Riverview Community Bank may seek an appropriate protective order or waive compliance with the applicable provisions of this Non-Disclosure Agreement. If the Company or Riverview Community Bank seeks a protective order, the Director, Ancora Advisors, the Ancora Parties, and the Ancora Principals agree to, and shall cause any Director Representative to, provide such cooperation as the Company or Riverview Community Bank shall reasonably request and in no event will they oppose action by the Company or Riverview Community Bank to obtain a protective order or other relief to prevent the disclosure of Confidential Information or to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information. If in the absence of a protective order, the Director, Ancora Advisors, the Ancora Parties, any Director Representative or any Ancora Principal, based upon the advice of counsel, is legally required to disclose Confidential Information, such person or entity may disclose without liability under this Non-Disclosure Agreement such portion of the Confidential Information that counsel advises that the Director, Ancora Advisors, the Ancora Parties, any Director Representative or any Ancora Principal is legally required to disclose, so long as the recipient of such Confidential Information is informed of this Non-Disclosure Agreement and the confidential nature of such Confidential Information. For the avoidance of doubt, there shall be no legal requirement applicable to the Director, Ancora Advisors, the Ancora Parties, or the Ancora Principals to disclose any Confidential Information solely by virtue of the fact that, absent such disclosure, such parties would be prohibited from purchasing, selling, or engaging in derivative or other transactions with respect to securities of the Company.

The parties agree that irreparable damage would occur in the event any of the provisions of this Non-Disclosure Agreement were not performed in accordance with the terms hereof and that such damage would not be adequately compensable in monetary damages. Accordingly, the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Non-

Disclosure Agreement and to enforce specifically the terms and provisions of this Non-Disclosure Agreement exclusively in the State of Washington with a court of competent jurisdiction located in Clark County, Washington (the "Washington Courts"), in addition to any other remedies at law or in equity, and each party agrees it will not take any action, directly or indirectly, in opposition to the party seeking relief on the grounds that any other remedy or relief is available at law or in equity. Each of the parties hereto agrees to waive any bonding requirement under any applicable law, in the case any other party seeks to enforce the terms by way of equitable relief. In the event of litigation relating to this Non-Disclosure Agreement, if a court of competent jurisdiction determines that this Non-Disclosure Agreement has been breached by the Director, Ancora Advisors, the Ancora Parties, any Director Representative or any Ancora Principal, Ancora Advisors and the Ancora Parties will reimburse the Company for its reasonable and documented out-of-pocket costs and expenses (including legal fees and expenses) incurred in connection with all such litigation (including any appeal relating thereto). Furthermore, each of the parties hereto irrevocably (a) consents to submit itself to the personal jurisdiction of the Washington Courts in the event any dispute arises out of this Non-Disclosure Agreement, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from the Washington Courts, (c) agrees that it shall not bring any action relating to this Non-Disclosure Agreement in any court other than the Washington Courts, (d) waives the right to trial by jury, and (e) consents to service of process by the United States Postal Service or reputable overnight mail delivery service, in each case, signature requested, to the address set forth in Section 14 of the Standstill Agreement or as otherwise provided by applicable law. THIS NON-DISCLOSURE AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING WITH RESPECT TO VALIDITY, INTERPRETATION, EFFECT AND ENFORCEMENT, BY THE LAWS OF THE STATE OF WASHINGTON WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF THAT WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

This Non-Disclosure Agreement may not be amended except in writing signed by all the parties hereto. No failure or delay by either party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder.

The provisions of this Non-Disclosure Agreement relating to confidentiality shall terminate two (2) years after the Director (or any substitute director appointed to replace the Director in accordance with Sections 1 and 4 of the Standstill Agreement) ceases to be a director of the Company or Riverview Community Bank, except that any Confidential Information constituting trade secrets of the Company or Riverview Community Bank (as defined in 18 U.S.C. § 1839(3)) shall be kept confidential in accordance with the obligations of this Non-Disclosure Agreement for such longer time as such information constitutes a trade secret of the Company or Riverview Community Bank. The invalidity or unenforceability of any provision of this Non-Disclosure Agreement shall not affect the validity or enforceability of any other provision hereof.

All Confidential Information shall remain the property of the Company or Riverview Community Bank and none of the Directors, Ancora Advisors, the Ancora Parties, any Director Representative or any Ancora Principal shall by virtue of any disclosure of or use of any

Confidential Information acquire any rights with respect thereto, all of which rights (including all intellectual property rights) shall remain exclusively with the Company or Riverview Community Bank. At any time after the date on which the Director (or any substitute director appointed to replace the Director in accordance with Sections 1 and 4 of the Standstill Agreement) is no longer a director of the Company, upon the request of the Company for any reason, the Director and the Ancora Principals will, and will cause Ancora Advisors, the Ancora Parties, and any Director Representative to, promptly return to the Company or destroy all hard copies of the Confidential Information and use reasonable efforts to permanently erase or delete all electronic copies of the Confidential Information in the possession or control of the Director, Ancora Advisors, the Ancora Parties, any Director Representative or any Ancora Principal. Notwithstanding anything to the contrary contained in this paragraph, the Director, the Ancora Principals, Ancora Advisors, the Ancora Parties and any Director Representative shall be permitted to retain such Confidential Information as is necessary to enable them to comply with any applicable document retention requirements under applicable law or regulation and to retain any computer records and computer files containing any Confidential Information if required pursuant to their respective current automatic archiving and backup procedures; provided, however, that such retention shall be solely for legal, regulatory or archival purposes, as the case may be.

Unless and until any substitute director appointed in accordance with Sections 1 and 4 of the Standstill Agreement executes a joinder to this Non-Disclosure Agreement and agrees to be bound by the terms hereof applicable to the Director, the Ancora Principals shall not be permitted to discuss Confidential Information with, or obtain Confidential Information from, such substitute director.

[Signature Page Follows]

Exhibit A-5

Acceptance of the above terms shall be indicated by having this Non-Disclosure Agreement countersigned by the Director, the Ancora Principal, Ancora Advisors and the Ancora Parties.

Sincerely,

RIVERVIEW BANCORP, INC.

By: /s/Pat Sheaffer
Name: Pat Sheaffer
Title: Chairman and CEO

Acknowledged and agreed as of the date first written above:

/s/James M. Chadwick
James M. Chadwick, as Director

/s/Frederick DiSanto
Frederick DiSanto, as Ancora Principal

**ANCORA ADVISORS, LLC
MERLIN PARTNERS,
AAMAF LP
ANCORA CATALYST FUND LP**

By: /s/Frederick DiSanto
Name: Frederick DiSanto
Title: Managing Member

By: /s/Brian Hopkins
Name: Brian Hopkins
Title: Managing Member

By: /s/Patrick Sweeney
Name: Patrick Sweeney
Title: Associate

[Signature Page to Non-Disclosure Agreement]

Exhibit A-6