## Exhibit A

## **Non-Disclosure Agreement**

## December 8, 2015

Reference is made to the Standstill Agreement, dated December 8, 2015 (the "Standstill Agreement"), by and among Anchor Bancorp (the "Company"), Varonica S. Ragan (the "Director") and Joel S. Lawson IV ("Lawson"). 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 7 of the Standstill Agreement shall apply to this Non-Disclosure Agreement *mutatis mutandis*.

- 1. The Director may be provided certain information and data in connection with her serving as a director of the Company or Anchor Bank that the Company or Anchor Bank wishes to keep confidential, including information (whether furnished in writing or electronic format or orally) regarding the Company's and Anchor Bank's governance, board of directors, management, plans, strategies, business, finances or operations and information that the Company or Anchor Bank has obtained from third parties and with respect to which the Company or Anchor Bank is obligated to maintain confidentiality (collectively, "Confidential Information"). For the avoidance of doubt, Confidential Information also includes all information regarding the operations, procedures, strategies, plans and decisions of the Strategy Committee of the Company's Board of Directors. Except as otherwise permitted 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 Anchor 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).
- 2. Except as set forth in this Section 2, 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 Anchor Bank, (ii) the Director's legal counsel or legal counsel to Lawson (each a "Director Representative" and collectively, the "Director Representatives") who needs to know such information for the sole purpose of advising the Director on her actions as a director of the Company or Anchor Bank or advising the Director or Lawson with respect to each of their respective investments in the Company, as applicable, or (iii) Lawson. Notwithstanding the foregoing, it is understood and agreed that the Director will not disclose any information that the Director learns or obtains in her capacity as a director of the Company or Anchor Bank to any Director Representative or Lawson to the extent such disclosure would be reasonably likely to constitute a breach of the Director's fiduciary duties to the Company or Anchor Bank or a waiver of the attorney-client privilege between the Company or Anchor Bank and its counsel or the Company's or Anchor Bank's attorney work product privilege. The Director also acknowledges and agrees that she will not disclose, and is prohibited by law and regulation from disclosing, to any Director Representative or Lawson 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 Washington Department of Financial Institutions or the Federal Deposit Insurance Corporation. 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. Lawson agrees 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 Anchor Bank, except as permitted by the terms of this Non-Disclosure Agreement. The Director and Lawson shall be severally responsible for any breach of this Agreement by the Director, Lawson or any of their respective representatives.

- 3. The term "Confidential Information" shall not include information that (a) is at the time of disclosure or becomes generally available to the public other than as a result of a disclosure by the Director, a Director Representative or Lawson in violation of the terms of this Non-Disclosure Agreement; (b) was, prior to disclosure by the Company or Anchor Bank, already in the possession of the Director, a Director Representative or Lawson; provided that the source of such information was, to such person's knowledge, not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Company or Anchor Bank, at the time such information was disclosed to such person; (c) becomes available to the Director, a Director Representative or Lawson on a non-confidential basis from a source other than the Company, an affiliate of the Company (including Anchor Bank) or an agent, representative, attorney, advisor, director, officer or employee of the Company or Anchor Bank (collectively, the "Company Representatives") that is, to such person's knowledge, not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Company or Anchor Bank, and is not, to such person's knowledge, under an obligation to the Company or Anchor Bank not to transmit the information to such person; or (d) was independently developed by the Director, a Director Representative or Lawson without reference to or use of the Confidential Information.
- 4. The Director is aware, and will advise any Director Representative or Lawson 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, Lawson or any Director Representative 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 her capacity as a director of the Company or Anchor Bank for as long as the Director, Lawson or any Director Representative are in possession of material non-public information about the Company or such other entity. The Company agrees to inform Lawson whenever the trading window applicable to all officers and directors of the Company is open. Further, on the Termination Date (as defined below), the Company shall notify Lawson if the trading window applicable to all officers and directors of the Company agrees that the Director and Lawson are not restricted by this Non-Disclosure Agreement from

securities of the Company so long as neither the Director nor Lawson is in possession of material, non-public information relating to the Company, subject to their individual compliance with all applicable securities laws. The Director, Lawson and the Company acknowledge that none of the provisions hereto shall in any way limit the Director's or Lawson's 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.

- 5. Each of the Director, Lawson 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, Lawson or any Director Representative hereunder relating to or resulting from the use of the Confidential Information by the Director, Lawson or any Director Representative or any errors in or omissions from the Confidential Information.
- 6. Notwithstanding anything herein to the contrary, in the event that the Director, any Director Representative or Lawson is required by applicable law, regulation or legal or judicial process (including without limitation, by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Director will give the Company prompt written notice, to the extent not legally prohibited, of such requirement so that the Company or Anchor Bank may seek an appropriate protective order or other remedy, at its sole expense, or waive compliance with the applicable provisions of this Non-Disclosure Agreement. If the Company or Anchor Bank seeks a protective order, the Director and Lawson agree to, and shall cause any Director Representative to, provide such cooperation to the extent permitted by law, as the Company or Anchor Bank shall reasonably request and in no event will they oppose action by the Company or Anchor Bank to obtain a protective order or other relief to prevent or otherwise narrow 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, any Director Representative or Lawson, based upon the advice of counsel, is legally required to disclose Confidential Information that counsel advises that the Director, any Director Representative or Lawson is legally required to disclose.

For the avoidance of doubt, there shall be no legal requirement applicable to the Director or Lawson 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.

7. 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 Thurston 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. 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 (d) 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 13 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.

- 8. 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.
- 9. Unless otherwise agreed in writing between the parties, this Non-Disclosure Agreement shall remain in full force and effect until one (1) year from the date of this Non-Disclosure Agreement (the "Termination Date"), provided, however, that upon expiration of the Standstill Period, nothing herein shall preclude Lawson from seeking the election of director candidates or submitting proposals at the Company's 2016 annual meeting of shareholders, including without limitation, making public or private statements relating to the Company if those statements do not reference, directly or indirectly, the Confidential Information or otherwise violate the terms of this Agreement. Notwithstanding the foregoing, any Confidential Information constituting trade secrets of the Company or Anchor 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 Anchor 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.
- 10. All Confidential Information shall remain the property of the Company or Anchor Bank and neither the Director, any Director Representative or Lawson 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 Anchor Bank. Upon the request of the Company at any time, the Director and Lawson will, and will cause 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, any Director Representative or Lawson. Notwithstanding anything to the

information as is necessary to enable them to comply with an retain any computer records and computer files containing a	on and any Director Representative shall be permitted to retain such Confidential my applicable document retention requirements under applicable law or regulation and to any Confidential Information if required pursuant to their respective current automatic uch retention shall be solely for legal, regulatory or archival purposes, as the case may
	appointed in accordance with Section 1 of the Standstill Agreement executes a joinder to the terms hereof applicable to the Director, Lawson shall not be permitted to discuss ation from, such substitute director.
Acceptance of the above terms shall be indicated by ha	aving this Non-Disclosure Agreement countersigned by the Director and Lawson.
	Sincerely,
	ANCHOR BANCORP
	By: /s/Jerald L. Shaw Name: Jerald L. Shaw Title: President and Chief Executive Officer
Acknowledged and agreed as of the date first written above:	
/s/Varonica S. Ragan Varonica S. Ragan, as Director	
/s/Joel S. Lawson IV Joel S. Lawson IV	
[Signature	e Page to Non-Disclosure Agreement]
	Exhibit A-5