

**FORM OF  
NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT** (this “Agreement”), is made and entered into as of the date on which it is fully executed, as indicated by signatures below, by and among HopFed Bancorp, Inc., a Delaware corporation (the “Company”) and the Stilwell Group (composed of Stilwell Activist Fund, L.P., Stilwell Activist Investments, L.P., and Stilwell Associates, L.P., each a Delaware limited partnership; Stilwell Value LLC, a Delaware limited liability company; and Joseph Stilwell, an individual; and their respective employees and representatives).

**WHEREAS**, the Company and the Stilwell Group have agreed that it is in their mutual interests to enter into this Agreement as hereinafter described.

**NOW THEREFORE**, for good and valuable consideration, and intending to be legally bound hereby, the parties hereto mutually agree as follows:

1. In connection with that certain Standstill Agreement, dated April 10, 2018, by and among the Company and the Stilwell Group, the Company intends to share information concerning the Company and its subsidiaries with the Stilwell Group, including, without limitation, information regarding the Company’s and its subsidiaries’ businesses, operations, and strategic options (if applicable), which may include confidential or proprietary information (collectively the “Confidential Information”) and such Confidential Information may be shared among the Stilwell Group’s affiliates, directors, officers, employees, representatives, and agents (collectively, the “Representatives”) who have a need to know such information and are informed by the Stilwell Group of the confidential nature of such information. The term “Confidential Information” does not include information that (a) is or becomes available to the Stilwell Group or its Representatives on a non-confidential basis from a source other than the Company; provided that such source is not known by the Stilwell Group or its Representatives to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation to, the Company that prohibits such disclosure, (b) is or becomes generally available to the public other than as a result of a disclosure by the Stilwell Group or its Representatives in violation of this Agreement, (c) was in the Stilwell Group’s or its Representatives’ possession at the time of disclosure by the Company, or (d) has been or is independently developed by the Stilwell Group or its Representatives without the use of the Confidential Information. The Stilwell Group expressly agrees to maintain all Confidential Information concerning the Company and its subsidiaries in confidence.

2. The Stilwell Group expressly acknowledges that it and its Representatives are aware that the Confidential Information may contain material, non-public information about the Company, and that federal and state securities laws may prohibit a person from purchasing or selling securities of a company, or from communicating such material, non-public information to any other person under circumstances in which it is reasonably foreseeable that such other person is likely to purchase or sell such securities, while the first-mentioned person is in possession of material nonpublic information about such company. The Stilwell Group expressly acknowledges that it shall not, and shall use commercially reasonable efforts to ensure that its Representatives do not, trade or engage in any derivative or other transaction, on the basis of material, non-public information in violation of such laws. To the extent any nonpublic information concerning the Company and its subsidiaries received by the Stilwell Group is material, this Agreement is intended to satisfy the confidentiality agreement exclusion of Regulation FD of the U.S. Securities and Exchange Commission (the “SEC”) set forth in Rule 100(b)(2)(ii) of Regulation FD of the SEC.

3. Notwithstanding anything herein to the contrary, in the event that the Stilwell Group or its Representatives are 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 of the Confidential Information, the Stilwell Group will promptly notify (except where such notice would be legally prohibited) the Company so that the Company may seek a protective order or other appropriate remedy (and if the Company seeks such an order, the Stilwell Group will provide such cooperation as the Company shall reasonably request), at its sole cost and expense. Nothing herein shall be deemed to prevent the Stilwell Group or its Representatives, as the case may be, from honoring a subpoena, legal process or other legal requirement that requires discovery, disclosure or production of the Confidential Information if (a) after notifying and cooperating with the Company as required above, the Stilwell Group produces or discloses only that portion of the Confidential Information which its outside legal counsel advises the Stilwell Group is legally required to be so produced or disclosed and the Stilwell Group informs the recipient of such Confidential Information of the existence of this Agreement and the confidential nature of such Confidential Information; or (b) the Company consents in writing to having the Confidential Information produced or disclosed pursuant to the subpoena, legal process or other legal requirement.

4. The Stilwell Group represents and warrants to the Company that this Agreement has been duly and validly authorized, executed and delivered by the Stilwell Group, and is a valid and binding agreement enforceable against the Stilwell Group in accordance with its terms.

5. The Company represents and warrants to the Stilwell Group that this Agreement has been duly and validly authorized, executed and delivered by the Company, and is a valid and binding agreement enforceable against the Company in accordance with its terms.

6. The Stilwell Group acknowledges that with regard to its obligations to maintain the confidentiality of nonpublic information of the Company and its subsidiaries, monetary damages may not be a sufficient remedy for any breach or threatened breach of this Agreement and that, in addition to all other remedies, the Company may be entitled to seek specific performance and injunctive or other equitable relief as a remedy for such breach, and agrees that in conjunction therewith the Company shall not be required to post any bond.

7. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties in connection therewith not referred to herein.

8. This Agreement shall be effective upon the execution of the Agreement, and will remain in effect until the date that is fifteen (15) business days prior to the deadline for the submission of stockholder nominations and proposals for the Company's 2022 Annual Meeting of Stockholders pursuant to the Company's Certificate of Incorporation, provided, however, that the parties may agree in writing to extend the term of this Agreement.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to choice of law principles that may otherwise compel the application of the laws of any other jurisdiction. Each of the parties hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in the State of Delaware to resolve any dispute arising from this Agreement and waives any defense of inconvenient or improper forum.

10. The terms and provisions of this Agreement shall be deemed severable and, in the event any term or provision hereof or portion thereof is deemed or held to be invalid, illegal or unenforceable, such provision shall be conformed to prevailing law rather than voided, if

possible, in order to achieve the intent of the parties, and, in any event, the remaining terms and provisions of this Agreement shall nevertheless continue and be deemed to be in full force and effect and binding upon the parties. All representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement.

11. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by all of the parties hereto.

12. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, this Agreement has been duly executed and delivered by duly authorized officers of the undersigned as of the day and year indicated below.

**THE STILWELL GROUP**

By: \_\_\_\_\_  
Joseph Stilwell  
Managing Member  
Dated: April , 2018

**HOPFED BANCORP, INC.**

By: \_\_\_\_\_  
Michael Woolfolk  
EVP, COO, Corporate Secretary  
Dated: April , 2018