

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION REQUIREMENTS THEREOF, INCLUDING REGULATION D AND REGULATION S PROMULGATED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION THEREUNDER, AND HAS NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS THEREOF. THE SECURITIES PURCHASED HEREUNDER ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND REGULATIONS PURSUANT TO REGISTRATION UNDER OR EXEMPTION FROM REGISTRATION REQUIREMENTS THEREUNDER.

THE PURCHASE OF THE SECURITIES OFFERED HEREBY INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (“Agreement”) is made as of the date set forth on the signature page hereto, by and between USV Bancorp, Inc., a Texas corporation (the “Company”), and the subscriber specified on the signature page hereto (“Subscriber”).

RECITALS

A. The Company is conducting a private offering (the “Offering”) of a minimum of 3,000,000 shares and a maximum of 5,000,000 shares of its common stock, par value \$0.01 per share (the “Common Shares”), at a subscription price of ten dollars (\$10.00) per Common Share (the “Subscription Price”), pursuant to the terms and subject to the conditions described in the Confidential Private Placement Memorandum, dated November 20, 2024, as it may be supplemented and amended (the “Memorandum”), which is incorporated into and made part of this Agreement.

B. Subscriber desires to acquire the number of Common Shares as described on the signature page of this Agreement pursuant to the terms and conditions of this Agreement and the Memorandum.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein and other good and valuable consideration, the parties hereto agree as follows:

1. Subscription.

1.1 Subject to and in accordance with the terms and conditions of this Agreement, Subscriber hereby irrevocably subscribes for and agrees to purchase at the Subscription Price the number of Common Shares (the “Subscription Shares”) for the aggregate Subscription Price (the “Purchase Price”) set forth on Subscriber’s signature page hereto. Such agreement of Subscriber to purchase the Subscription Shares for the Purchase Price is referred to herein as the “Subscription Commitment.” Subscriber acknowledges and agrees that the Company, in its sole and absolute discretion, may accept or reject, in whole or in part, the Subscription Commitment for any reason or no reason at all.

1.2 The Company will deliver notice to Subscriber calling for the payment of the Purchase Price for the Subscription Shares (such notice, the “Payment Notice”). Subject to and in accordance with the terms and conditions of this Agreement and the Payment Notice, Subscriber agrees to deliver funds in the amount of the Purchase Price to the Company within seven (7) business days following the delivery of the Payment Notice.

1.3 Subscriber shall purchase the Subscription Shares from the Company for cash payable by cashier’s check, wire transfer or other means acceptable to the Company. Checks should be made payable to “USV Bancorp, Inc.” The

Payment Notice will include instructions for delivery of such proceeds to a specified non-interest bearing escrow account at a financial institution set forth in the Payment Notice (the “Escrow Account”). The Company will not pay any interest on the funds held in the Escrow Account.

1.4 Subscriber understands that this Offering is being conducted to raise funds necessary to capitalize the Company, which has entered into an Agreement and Plan of Merger, dated September 30, 2024 (the “Merger Agreement”), with CNB National Financial Corporation, a Texas corporation (“CNB”), pursuant to which the Company will acquire (the “Acquisition”) CNB and its wholly-owned subsidiary bank, The City National Bank of San Saba (the “Bank”).

1.5 Subscriber understands that it, together with any affiliates and permitted transferees whom the regulators would deem to be “acting in concert,” cannot beneficially own more than 9.9% of the Company’s outstanding Common Shares in the aggregate, except as approved by the Company’s board of directors and subject to making any required regulatory filings and receiving any required regulatory approvals in connection therewith.

1.6 Termination. The Company may terminate this Offering for any reason or no reason at all prior to the final closing of this Offering. If the Company does not obtain subscriptions for at least \$30,000,000 of net proceeds, the Company may terminate this Offering. If the Company terminates the Offering, it will return funds to subscribers without interest.

1.7 Increase in Maximum Offering Size. The Company reserves the right in its sole discretion to increase the maximum number of Common Shares for sale in this Offering by up to an additional 1,000,000 Common Shares.

2. Representations and Warranties of the Subscriber. Subscriber hereby represents and warrants to, and agrees with, the Company as follows:

2.1 Authority; Validity. Subscriber has the requisite power, capacity and authority necessary to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Subscriber and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein have been duly and validly authorized by all necessary actions, corporate or otherwise, in respect thereof. This Agreement constitutes legal, valid and binding obligations of Subscriber, enforceable against it accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors’ rights generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding of law or equity).

2.2 No Public Solicitation. Subscriber has a pre-existing, substantive relationship whether through a close business association, close friendship or close family tie with the Company or one or more of its principals, executive officers or directors. Subscriber did not learn of the Offering as a result of or subsequent to any general solicitation, advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over the air or radio, or presented at any seminar or open meeting.

2.3 No Conflicts. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Subscriber do not and will not (a) breach, violate, conflict with or result in a default under any provision of, or constitute an event that, after notice or lapse of time or both, would result in a breach, violation, conflict or default under, or accelerate the performance required under, or result in the termination of or give any person or entity the right to terminate, (i) any material contract to which Subscriber is a party or by which Subscriber’s assets are bound or (ii) any material law, regulation or order binding upon or applicable to Subscriber, (b) violate or conflict with the organizational documents of Subscriber, if Subscriber is an entity other than an individual, or (c) require any approval, consent, compliance, exemption, authorization or other action by, or notice to, or filing with, any governmental body or any other person or entity, or the lapse of any waiting period under any law, except for any approvals, consents or authorizations that have been obtained, actions taken, notices given, or filings made, prior to the execution and delivery hereof.

2.4 Professional Advice. The Company has advised Subscriber to, and Subscriber has obtained, to the extent Subscriber deems necessary, professional legal and tax advice with respect to the risks inherent in the investment in the Subscription Shares, the condition and business of the Company and the suitability of the investment in the Subscription Shares in light of Subscriber’s financial condition and investment needs.

2.5 Accredited/Well Informed Investor Determination. Subscriber has initialed each of the following that describes Subscriber's financial condition for the purpose of determining whether Subscriber qualifies as an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended:

- _____ (i) a natural person whose individual net worth¹ (or joint net worth² with such person's spouse or spousal equivalent) exceeds \$1,000,000 (excluding the value of the primary residence of such person);
- _____ (ii) a natural person who had an individual income³ in excess of \$200,000 in each of the two most recent years and who reasonably expects to have an individual income in excess of \$200,000 in the current year or who had joint income⁴ in excess of \$300,000 in each of the two most recent years and who reasonably expects to have joint income in excess of \$300,000 in the current year;
- _____ (iii) a director or executive officer of the Company;
- _____ (iv) a trust with total assets in excess of \$5,000,000 not formed for the specific purpose of acquiring Common Shares in the Company, whose purchase of the Common Shares is directed by a "sophisticated person" as described in Rule 506(b)(2)(ii) of Regulation D (i.e., a person who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment);
- _____ (v) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA"), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which fiduciary is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- _____ (vi) an SEC-registered broker-dealer, SEC or state-registered investment adviser, or exempt reporting adviser;
- _____ (vii) a tax-exempt charitable organization, corporation, limited liability corporation, or partnership with assets in excess of \$5,000,000;

¹ For purposes of this item, "net worth" means the excess of total assets at fair market value, including home and personal property, over total liabilities, including mortgage debt. If the current fair market value of such person's primary residence exceeds the amount of debt secured by such residence (including primary and secondary mortgages, equity lines, etc.), then the value of the residence and the amount of all such debt are to be excluded from the calculation of such person's net worth (i.e., the amount of "equity" in the residence cannot be included in calculating the person's net worth). If the amount of debt secured by such person's primary residence exceeds the current fair market value of such residence, then the amount by which the debt exceeds the value of the residence is to be subtracted from such person's net worth (i.e., the amount that the residence is "underwater" must be included in calculating the person's net worth).

² For purposes of this item, "joint net worth" can be the aggregate net worth of the investor and spouse or spousal equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard does not require that the securities be purchased jointly. The term spousal equivalent shall mean a cohabitant occupying a relationship generally equivalent to that of a spouse.

³ For purposes of this item, "individual income" means adjusted gross income as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received which is tax-exempt under §103 of the Internal Revenue Code; (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040); (iii) any deduction claimed for depletion under §611 et seq. of the Internal Revenue Code; and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of §1202 of the Internal Revenue Code prior to its repeal by the Tax Reform Act of 1986.

⁴ For purposes of this item, "joint income" means adjusted gross income as reported for federal income tax purposes, including any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received which is tax-exempt under §103 of the Internal Revenue Code; (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040); (iii) any deduction claimed for depletion under §611 et seq. of the Internal Revenue Code; and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of §1202 of the Internal Revenue Code prior to its repeal by the Tax Reform Act of 1986.

- _____ (viii) an enterprise in which all the equity owners are accredited investors;
- _____ (ix) an entity of a type not otherwise qualifying as accredited that own investments in excess of \$5,000,000;
- _____ (x) an individual holding in good standing any of the general securities representative license (Series 7), the investment adviser representative license (Series 65), or the private securities offerings representative license (Series 82);
- _____ (xi) a family office and its family clients if the family office has assets under management in excess of \$5,000,000 and whose prospective investments are directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
- _____ (xii) private business development company;
- _____ (xiii) any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Securities and Exchange Commission has designated as qualifying an individual for accredited investor status; or
- _____ (xiv) None of the above.

If you marked, “None of the above,” you MUST complete Appendix A (Questionnaire For Non-Accredited Investors) beginning on page 11.

All investors must also complete Appendix B (Subscription Data Sheet) beginning on page 13, and Appendix C (Federal Income Tax Backup Withholding) beginning on page 15.

2.6 OFAC. Neither Subscriber nor any person or entity on whose behalf Subscriber is acting is (i) named on the list of “Specially Designated Nationals” published by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) or the Consolidated Sanctions List published by OFAC; (ii) a national or resident of, an entity organized or chartered by or in, a government instrumentality of, or an organization with a place of business in a country, territory or region that (x) is subject to any sanctions administered by OFAC (including, without limitation, Cuba, Iran, North Korea, Sudan, Syria and the Crimea region of Ukraine), (y) is otherwise a country, territory or person that is the target of sanctions administered by OFAC or the U.S. Department of State, or (z) has been designated as a Non-Cooperative Jurisdiction by the Financial Action Task Force on Money Laundering; (iii) an entity that is 50% or more beneficially owned by one or more persons named on the list of “Specially Designated Nationals” or whose property or interest in property is blocked by sanctions administered by OFAC; (iv) a person or entity engaged, directly or indirectly, in any transactions or other activities with any country, territory, entity or person prohibited by OFAC; (v) a “Foreign Shell Bank” within the meaning of the USA PATRIOT ACT; (vi) a person that resides in, or an entity that is organized under the laws of, a jurisdiction designated by the Secretary of the Treasury under Section 311 or Section 312 of the USA PATRIOT ACT as warranting special measures due to money laundering concerns; (vii) a person that is designated by the Secretary of the Treasury as warranting such special measures due to money laundering concerns; or (viii) a person that otherwise appears on any U.S.-government provided list of known or suspected terrorists or terrorist organizations.

2.7 Foreign Investors. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the “Code”)), Subscriber hereby represents that he, she or it has satisfied itself as to the full observance of the laws of Subscriber’s jurisdiction in connection with the investment in the Subscription Shares, including (A) the legal requirements within Subscriber’s jurisdiction for the purchase of the Subscription Shares,

(B) any foreign exchange restrictions applicable to such purchase, (C) any governmental or other consents that may need to be obtained, including but not limited to any requisite license, and (D) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Subscription Shares. Subscriber's subscription, payment for and continued beneficial ownership of Subscription Shares will not violate any applicable securities or other laws of Subscriber's jurisdiction.

2.8 Suitability. The investment in the Subscription Shares is suitable for Subscriber based upon Subscriber's investment objectives and financial needs, and Subscriber has adequate net worth and means for providing for Subscriber's current financial needs and contingencies and has no need for liquidity of investment with respect to the Subscription Shares. Subscriber's overall commitment to investments that are illiquid or not readily marketable is not disproportionate to Subscriber's net worth, and an investment in the Subscription Shares will not cause such overall commitment to become excessive. Subscriber acknowledges that the Subscription Shares are not deposits or savings accounts and are not insured by the Federal Deposit Insurance Corporation or any other government agency.

2.9 Investment Intent. The Subscription Shares to be acquired by Subscriber pursuant to this Agreement are being acquired for Subscriber's own account and with no intention of distributing or reselling such Subscription Shares or any part thereof in any transaction that would be in violation of the securities laws of the United States, any state of the United States or any foreign jurisdiction. If Subscriber should in the future decide to dispose of any of such Subscription Shares, Subscriber understands and agrees that Subscriber may do so only in compliance with the Certificate of Formation and the Securities Act and applicable state and foreign securities laws, as then applicable and in effect.

2.10 Restricted Securities.

(a) Subscriber understands that: (i) the Subscription Shares will not be registered at the time of their issuance under the Securities Act for the reason that the issuance provided for in this Agreement is exempt pursuant to Section 4(a)(2) of the Securities Act, (ii) the reliance of the Company on such exemption is predicated in part on each Subscriber's representations set forth herein, and (iii) such Subscription Shares must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act or is exempt from registration. Subscriber acknowledges that the Company has no obligation to register or qualify its Subscription Shares. Subscriber acknowledges that no public market now exists for its Subscription Shares and that the Company has given no assurance that a public market will ever exist. Accordingly, Subscriber must bear the economic and financial risk of an investment in its Subscription Shares for an indefinite period of time.

(b) Subscriber agrees that: (i) Subscriber will not sell, assign, pledge, give, transfer or otherwise dispose of the Subscription Shares or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to a registration of the Subscription Shares under the Securities Act and all applicable state securities laws, or in a transaction which is exempt from the registration provisions of the Securities Act and all applicable state securities laws; (ii) the Company and its affiliates shall not be required to give effect to any purported transfer of such Subscription Shares except upon compliance with the foregoing restrictions; and (iii) each certificate representing the Subscription Shares will bear a restrictive legend substantially in the following form:

“THE SHARES REPRESENTED BY THIS CERTIFICATE (THE “SHARES”) HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY OTHER FEDERAL OR STATE SECURITIES LAW. THE SHARES MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN OPINION OF COUNSEL, SATISFACTORY TO USV BANCORP, INC. (THE “COMPANY”), THAT AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS EXISTS.”

(c) Subscriber acknowledges that neither the Company nor any other person offered to sell the Subscription Shares to it by means of any form of general solicitation or advertising.

2.11 Investigation. Subscriber has been furnished with or has had access to such documents, materials and information (including the opportunity to ask questions of, and receive answers from, the Company concerning the terms

and conditions of the transactions contemplated by this Agreement and Subscriber's investment in the Subscription Shares) that Subscriber deems necessary or appropriate for evaluating an investment in the Company, and Subscriber has read carefully such documents, materials and information and understands and has evaluated the types of risks involved with a purchase of the Subscription Shares. Subscriber acknowledges that Subscriber is familiar with the business, financial condition and operations of the Company. Except for the representations and warranties contained in this Agreement, Subscriber has not relied upon any representations or other information (whether oral or written) from the Company or its stockholders, directors, officers or affiliates, or from any other person or entity, in connection with its investment in the Subscription Shares. Subscriber acknowledges that the Company has not given any assurances with respect to the tax consequences or any other economic considerations associated with the acquisition, ownership or disposition of the Subscription Shares. Subscriber recognizes, understands and has evaluated all of the risk factors related to the purchase of the Subscription Shares, including, but not limited to, those set forth under the caption "Risk Factors" in the Memorandum. Subscriber understands that no U.S. federal or state agency has passed upon this investment or upon the Company, or upon the accuracy, validity or completeness of any documentation provided to Subscriber in connection with the transactions contemplated by this Agreement, nor has any such agency made any finding or determination as to this investment. Subscriber understands that (i) any estimates or projections concerning the expected performance of the Company, by their nature, constitute "forward-looking statements" (for purposes of applicable federal and state securities laws) and involve significant elements of subjective judgment and analysis that may or may not be correct; (ii) there can be no assurances that any such projections or goals will be attained; and (iii) any such projections and estimates should not be relied on as a promise or representation of the Company's future performance.

2.12 Purchaser Representative (if applicable). In the event that Subscriber has obtained a purchaser representative to assist Subscriber in connection with evaluating the merits and risks of Subscriber's prospective investment, such purchaser representative has represented to Subscriber that he or she (i) has no business relationship with the Company, (ii) represents only Subscriber and not the Company, and (iii) is compensated only by Subscriber.

2.13 High Degree of Risk; Ability to Bear Risk. SUBSCRIBER RECOGNIZES THAT AN INVESTMENT IN THE SUBSCRIPTION SHARES INVOLVES A HIGH DEGREE OF RISK. SUBSCRIBER IS IN A FINANCIAL POSITION TO HOLD THE SUBSCRIPTION SHARES AND IS ABLE TO BEAR THE ECONOMIC RISK AND WITHSTAND A COMPLETE LOSS OF ITS INVESTMENT IN THE SUBSCRIPTION SHARES.

2.14 Disclosure. Subscriber understands and agrees that the Company may communicate CNB the aggregate amount of subscription funds that have been placed in the Escrow Account. Subscriber further understands and agrees that the Company may be required to disclose my identity to the regulatory agencies acting on the Company's application for the Acquisition.

2.15 Additional Risks. Subscriber is aware of and accepts the following specified risks, which risks are not intended by the Company to be exhaustive in any way, and Subscriber acknowledges and agrees it is responsible for evaluating and assessing the risks of its investment in the Subscription Shares:

(a) No Operating History. Subscriber acknowledges and agrees that the Company is newly formed and has limited operating history, and will, immediately following consummation of the transactions contemplated by this Agreement, hold no assets other than the cash received as a result of the transactions provided for by this Agreement.

(b) Business Plan Risk. There is no assurance that the Company will be successful in its acquisition of, implementation of its business plans for, or will be able to successfully operate, CNB or the Bank.

(c) Regulatory Risk. There is no assurance that the Company will receive regulatory approval to acquire and operate the Bank.

(d) No Incentives Promised. The Company has not made any promises, orally or in writing, to Subscriber for incentives, including without limitation, options, warrants, restricted stock or other securities, as consideration for the risks associated with Subscriber's subscription for the Common Shares.

3. Indemnification. Subscriber understands the meaning and legal consequences of the representations, warranties and agreements set forth in this Subscription Agreement and agree to indemnify and hold harmless the Company, its officers, directors, employees, agents and controlling persons thereof, past, present or future, from and against any and all liabilities, losses, costs, damages and expenses, including costs and reasonable attorneys' fees, arising out of or related to (i) the resale or other distribution by Subscriber of all or any portion of the Common Shares in violation of the Securities Act or of any applicable state securities laws or (ii) any breach of any of Subscriber's representations, warranties or agreements contained in this Subscription Agreement or in any other document provided by Subscriber to the Company in connection with Subscriber's investment in the Common Share.

4. Miscellaneous.

4.1 Governing Law; Submission to Jurisdiction. This Agreement shall be construed under and governed by the internal laws of the State of Texas, without giving effect to any conflict of laws provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City of Houston and County of Harris, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

4.2 Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HERETO HEREBY WAIVES AND COVENANTS THAT NEITHER IT NOR ANY ASSIGNEE OR SUCCESSOR HERETO WILL ASSERT (WHETHER AS A PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO (I) A JURY TRIAL IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, CAUSE OF ACTION, ACTION, SUIT OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT OR TORT OR OTHERWISE, OR (II) CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION 4.2 HAVE BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NONE OF THE PARTIES HERETO HAVE AGREED WITH OR REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS SECTION 4.2 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. ANY OF THE PARTIES HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 4.2 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF THE PARTIES HERETO TO THE WAIVER OF ITS RIGHT TO A JURY TRIAL.

4.3 Attorneys' Fees. If attorneys' fees or other costs are incurred to secure performance of any obligation under this Agreement, to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the Prevailing Party (defined below) will be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith. A party will be considered the "Prevailing Party" if (a) it initiated the litigation and substantially obtained the relief it sought, either through a judgment or the losing party's voluntary action before trial or judgment, (b) the other party withdraws its action without substantially obtaining the relief the other party sought (except pursuant to a signed settlement agreement) or (c) it did not initiate the litigation and judgment is entered into for any party, but without substantially granting the relief sought by the initiating party or granting more substantial relief to the non-initiating party with respect to any counterclaim asserted by the non-initiating party in connection with such litigation.

4.4 Notices. All notices and other communications under this Agreement must be in writing and will be deemed given (i) when delivered personally, (ii) on the fifth (5th) business day after being mailed by certified mail, return receipt requested, (iii) the next business day after delivery to a recognized overnight courier or (iv) upon transmission and confirmation by receipt by a facsimile operator if sent by facsimile, to the parties at the addresses or facsimile numbers set forth immediately beneath their respective names on the signature pages hereto.

4.5 Entire Agreement. This Agreement constitutes the entire agreement of the Company and each Subscriber with respect to the Subscription Shares and the other matters herein and supersede and preempt any prior written, or prior or contemporaneous oral, understandings, agreements or representations by or among any of the parties that may have related to the Subscription Shares or the other matters herein.

4.6 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party to this Agreement of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

4.7 Survival and Representations and Warranties. All representations, warranties, covenants and agreements set forth in this Agreement will survive the execution and delivery of this Agreement and the closing and the consummation of the transactions contemplated by this Agreement.

4.8 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, successors and permitted assigns. Nothing in this Agreement is intended or will be construed to confer on any person or entity other than the parties or their successors and assigns any rights or benefits under this Agreement.

4.9 Assignment. Neither this Agreement, nor any interest of the undersigned herein, shall be assignable or transferable by the undersigned in whole or in part by operation of law or otherwise.

4.10 Further Assurances. The parties hereto will, at their own cost and expense, execute and deliver all such future instruments and take such other and further actions as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and the intention of the parties as expressed herein.

4.11 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable law, then the provision will be deemed to be modified to the extent necessary to render it legal, valid and enforceable, and if no such modification will render it legal, valid and enforceable, then this Agreement will be construed as if not containing the provision held to be invalid, and the rights and obligations of the parties will be construed and enforced accordingly.

4.12 Representation of Counsel. Each party to this Agreement has been advised to seek independent legal counsel and has had the opportunity to consult with independent legal counsel in connection with the negotiation and execution of this Agreement and the transactions contemplated hereby. Each party to this Agreement acknowledges that Hunton Andrews Kurth LLP has acted as counsel solely to the Company and that it does not represent Subscriber and has not provided legal counsel to Subscriber.

4.13 Interpretation. The articles and sections contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and will not in any way affect the meaning or interpretation of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by reason of such party having drafted or being deemed to have drafted such provision.

4.14 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, Subscriber has executed this Subscription Agreement this ____ day of _____, 202__.

Number of Shares: _____ (minimum of 500 Common Shares)

Subscription price: \$_____ (number of Common Shares x \$10.00; minimum of \$5,000.00)

**TRUST OR OTHER ENTITY
SUBSCRIBER**

(Name of Entity)

By: _____
(Signature and Title)

**INDIVIDUAL SUBSCRIBER
(and Spouse if Joint Subscriber)**

(Signature)

(Print Name)

(Signature)

(Print Name)

ACCEPTANCE OF SUBSCRIPTION
(to be completed by and at the discretion of the Company)

The Company hereby accepts the foregoing subscription as to _____ Common Shares on this ____ day of _____, 202__ in reliance upon the representations, warranties, covenants, agreements and statements of such subscriber contained in the subscriber's Subscription Agreement.

USV BANCORP, INC.
a Texas corporation

By: _____
Tri Dinh Minh Nguyen, Chairman and President

APPENDIX A

QUESTIONNAIRE FOR NON-ACCREDITED INVESTORS

1. If you are not an “accredited investor,” in order to demonstrate to the Company the suitability of your investment in the Common Shares and acknowledging that the Company may rely on the following information in discharging its responsibilities under federal and state securities laws, please provide the following information:

(a) Name of present employer and nature of employer’s business: _____

Position of the undersigned: _____

If you have held the above position for less than five (5) years, provide your employment history during the past five (5) years and the inclusive dates of each:

| <u>Employer</u> | <u>Position</u> | <u>From</u> | <u>To</u> |
|-----------------|-----------------|-------------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |

(b) Please indicate your frequency of investment in the following types of private placements.

| | | <u>Frequency of Investment</u> | | |
|--------|---|--------------------------------|---------------------|--------------|
| | | <u>Often</u> | <u>Occasionally</u> | <u>Never</u> |
| | | (Please check one) | | |
| (i) | marketable securities | _____ | _____ | _____ |
| (ii) | cash or cash equivalents | _____ | _____ | _____ |
| (iii) | real estate | _____ | _____ | _____ |
| (iv) | oil and gas | _____ | _____ | _____ |
| (v) | high technology | _____ | _____ | _____ |
| (vi) | venture capital investments; start-up companies | _____ | _____ | _____ |
| (vii) | independent businesses in which the undersigned owns a majority interest | _____ | _____ | _____ |
| (viii) | independent business in which the undersigned owns minority interests | _____ | _____ | _____ |
| (ix) | unregistered (restricted) securities | _____ | _____ | _____ |

(c)

| Yes/True | No/False | Information requested |
|-----------------|-----------------|------------------------------|
|-----------------|-----------------|------------------------------|

| | | |
|-------|-------|--|
| _____ | _____ | The undersigned’s proposed investment in these securities will not exceed 10% of the undersigned’s net worth, excluding my residence, its furnishings and automobiles. |
|-------|-------|--|

| | | |
|-------|-------|--|
| _____ | _____ | The undersigned has made one or more investments in non-publicly traded securities or limited partnerships within the past five years. |
|-------|-------|--|

| Yes/True | No/False | Information requested |
|----------|----------|--|
| _____ | _____ | The undersigned has made one or more investments in securities issued by banks or other financial institutions (excluding certificates of deposit) within the past five years. |
| _____ | _____ | The undersigned's purchase of these securities is in accordance with the undersigned's investment goals and objectives, which investment goals and objectives include assuming a degree of risk in connection with investments in banks or other financial institutions. |
| _____ | _____ | The undersigned's marginal federal income tax rate (the highest rate at which any of the undersigned's income is taxed) for the undersigned's most recently filed federal income tax return was (check one that applies): |
| _____ | _____ | 24% or higher |
| _____ | _____ | 32% or higher |
| _____ | _____ | 35% or higher |
| _____ | _____ | 37% |
| _____ | _____ | The undersigned understands that these securities are not insured or guaranteed by the Federal Deposit Insurance Corporation, and that the undersigned may lose all or part of my investment. |

(d) I have made the following additional investments and/or am involved in the following activities which may reflect my knowledge and experience in financial and business matters and demonstrate my suitability for an investment in the Common Shares:

2. Have you had the opportunity to ask questions of, and receive answers from, the Company and/or its authorized agents concerning the terms and conditions of the offering and received any additional information requested from the Company?

Yes _____ No _____

3. Do you understand that these securities may not be freely transferred?

Yes _____ No _____

4. Do you understand the representations being made by you under Section 2 of the Subscription Agreement?

Yes _____ No _____

APPENDIX B

**SUBSCRIPTION DATA SHEET
(Please Print or Type)**

1. Name: _____
2. Marital Status: _____
3. Residence Address and Telephone: _____
Do not use a Post Office Box Address: _____

4. Business Address and Telephone: _____

5. Preferred mailing address:
(Check one) () Residence
 () Business
 () Other: _____

6. Additional Information:

A. Securities Industry Affiliation: Is the potential investor employed by or associated with the securities industry or a financial services regulator?

☐ Yes ☐ No ☐ N/A

If Yes, please provide the Firm Name(s) and Location(s):

Firm Name(s): _____

Location(s) (City, State): _____

B. ERISA Information: Is the potential investor purchasing Common Shares in the Company with funds that constitute, directly or indirectly, assets of any employee benefit plan subject to ERISA?

☐ Yes ☐ No ☐ N/A

C. Politically Exposed Person - Is the potential investor a senior foreign government, political or military official, or an immediate family member or close associate of such person (a "*politically exposed person*")?

☐ Yes ☐ No ☐ N/A

If Yes, please provide the following information:

Which government? _____

What position in the government? _____

If an immediate family member or close associate of a politically exposed person, what relationship to the politically exposed person? _____

7. **Employment Status**

Are you currently:

☐ Employed ☐ Self-Employed ☐ Not Employed ☐ Retired ☐ Student ☐ Other: _____

| | | | |
|------------------|-------|--------------------------|---------|
| Job Title | | Occupation | |
| Employer | | Years with this Employer | |
| Business Address | | Apt/Suite No. | |
| City | State | ZIP Code | Country |

8. **USA PATRIOT Act Information** (Required by Federal law)

All applicants please provide the information below. Non-resident aliens, also include a completed W-8BEN. Provide copy of government document, e.g., valid driver's license, passport, etc. **For an entity, please provide this information for each equity owner of the entity. For a trust, please provide this information for the trustee of the trust.**

| | | |
|--|---------------------------------------|--|
| Date of Birth (mm/dd/yyyy) | Social Security or Taxpayer ID No. | Country of Citizenship |
| ID No. (Select one): <input type="checkbox"/> Driver's License (copy required) <input type="checkbox"/> Passport <input type="checkbox"/> State ID <input type="checkbox"/> Other Government-issued ID | | Place/Country of Issuance |
| Issue Date (mm/yyyy) | Expiration Date (mm/yyyy) | Country of Tax Residence (if different than country of citizenship) |

9. **Multiple Owners or Holders:** If the Common Shares are to be held by more than one person, please check if to be held as:

- _____ (1) Tenants in common
 _____ (2) Tenants by the entireties
 _____ (3) Joint tenants with rights of survivorship and not as tenants in common
 _____ (4) Under Uniform Transfer to Minors Act: If so, indicate name of Custodian:

 Name of Custodian

IF THE COMMON SHARES ARE TO BE HELD BY MORE THAN ONE PERSON AND IF NO OTHER INDICATION IS MADE, IT WILL BE ISSUED TO THE INDIVIDUALS AS TENANTS IN COMMON.

APPENDIX C

FEDERAL INCOME TAX BACKUP WITHHOLDING

In order to prevent the application of federal income tax backup withholding, each Subscriber must provide the Company with a correct Taxpayer Identification Number (“TIN”). An individual’s social security number is Subscriber’s TIN. The TIN should be provided in the space provided in the Substitute Form W-9 below.

Under federal income tax law, any person who is required to furnish Subscriber’s correct TIN to another person, and who fails to comply with such requirements, may be subject to a \$50 penalty imposed by the IRS.

Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the IRS. Certain taxpayers, including all corporations, are not subject to these backup withholding and reporting requirements.

If the shareholder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, “Applied For” should be written in the space provided for the TIN on the Substitute Form W-9.

SUBSTITUTE FORM W-9

Under penalties of perjury, Subscriber certifies that: (i) the number shown on this form is Subscriber’s correct Taxpayer Identification Number (or Subscriber is waiting for a Taxpayer Identification Number to be issued) and (ii) Subscriber is not subject to backup withholding because: (a) Subscriber is exempt from backup withholding; or (b) Subscriber has not been notified by the Internal Revenue Service (“IRS”) that Subscriber is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) Subscriber has been notified by the IRS that Subscriber is no longer subject to backup withholding, and (iii) Subscriber is a U.S. citizen or other U.S. person (including a U.S. resident alien).

You must cross out item (ii) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (ii).

Each subscriber should complete this section.

Signature of Subscriber

Signature of Subscriber

Printed Name

Printed Name

Social Security or Employer
Identification No.

Social Security or Employer
Identification No.