



PURCHASE ACCEPTANCE FORM

1. Purchase of Monona Bankshares

The undersigned share Purchaser (the “**Purchaser**”) acknowledges that the Monona Bankshares, Inc. shares (the “**Subject Shares**”) are being offered for sale by the seller of Subject Shares (the “**Selling Shareholder**”) and not Monona Bankshares, Inc. (the “**Company**”), its wholly-owned bank subsidiary Monona Bank (the “**Bank**”), or any of their officers, employees or directors and that neither the Company nor the Bank is making any representations or warranties with respect to the Subject Shares.

Further, the Company can make no assurances that the Selling Shareholder will confirm the transaction on the terms set forth on this Purchase Offer Acceptance Form.

The Purchaser further acknowledges that the Company, the Bank and the officers, employees and directors of the Company and the Bank (collectively, the “**Company Parties**”) may from time to time be aware of certain material non-public information regarding the operations or the prospects of the Company and/or the Bank, which information, if known to the Selling Shareholder or the Purchaser, could influence the price at which the Subject Shares are traded, and that the Company Parties are under no obligation and are strictly prohibited from disclosing such information to either the Selling Shareholder or the Purchaser, including whether any such material non-public information exists.

2. Selling Shareholder Representations, Warranties and Covenants

The Selling Shareholder of the Company shares represents and warrants to Purchaser as of the date hereof and as of the closing of the transaction contemplated hereby (the “**Closing**”), which representations and warranties shall survive the Closing that:

- a. Selling Shareholder is the record owner and holder of the Subject Shares and shall continue to own the Subject Shares until the delivery of the Subject Shares to Purchaser at Closing.
- b. Subject Shares are entirely owned by Selling Shareholder free and clear of all liens, encumbrances, charges, and assessments of every nature and subject to no restrictions with respect to transferability, other than restrictions imposed under law or the Articles of Incorporation or Bylaws of Company.
- c. Selling Shareholder has full power and authority to assign and transfer the Subject Shares to Purchaser in accordance with the terms of this Purchase Offer Acceptance Form.
- d. Selling Shareholder has the authority to execute this Purchase Offer Acceptance Form and to sell the Subject Shares; and
- e. Neither the execution nor delivery of this Purchase Offer Acceptance Form nor compliance with its terms shall cause Seller to breach any statute or regulation of any governmental authority.

By signing below, the undersigned Purchaser, _____, hereby agrees to purchase _____ of the Subject Shares of Company common stock offered for sale by the Selling Shareholder for a purchase price of \$_____ per share, or \$_____ in the aggregate, subject to confirmation by the Selling Shareholder.

Please enter the exact name in which the Subject Shares should be registered if the transaction is consummated:



PURCHASE ACCEPTANCE FORM

3. Purchaser

Signed by Purchaser

Printed Name

Date

Address

City, State, Zip

Primary Contact Number

Primary Email Address