



#60-180

Clawback Policy

Version 1.0

Department	Human Resources
Policy Owner	Director of Human Resources
Executive Sponsor	Chief Legal Officer
Approving Body	Board of Directors Audit Committee Compensation Committee
Approval Date	November 10, 2025

TABLE OF CONTENTS

I.	Background	3
II.	Statement of Policy	3
III.	Scope Of Policy	3
A.	Covered Persons and Recovery Period	3
B.	Additional Covered Persons	4
C.	Transition Period	4
D.	Determining Recovery Period	4
IV.	Amounts Subject to Recovery	4
A.	Recoverable Amount	4
B.	Covered Compensation Based on Stock Price or TSR	4
C.	Method of Recovery	5
V.	Exceptions	5
1.	Direct Expense Exceeds Recoverable Amount	5
2.	Recovery from Certain Tax-Qualified Retirement Plans	5
VI.	Prohibition Against Indemnification	5
VII.	Disclosure	5
VIII.	Definitions	6
IX.	Administration; Amendment; Termination	6
X.	Effectiveness; Other Recoupment Rights	6
XI.	POLICY CHANGE HISTORY	7

I. BACKGROUND

Eagle Bancorp, Inc. (the “Company”) has adopted this policy (this “Policy”) to provide for the recovery or “clawback” of certain incentive compensation in the event of a Restatement (defined below). This Policy is intended to comply with, and will be interpreted to be consistent with the requirements of:

- Nasdaq Listing Rule 5608.
- Section 304 of the Sarbanes-Oxley Act of 2002
- SEC Rule 10D-1 and related listing standards

Certain terms used in this Policy are defined in Section VIII below.

II. STATEMENT OF POLICY

The Company shall recover reasonably promptly the amount of erroneously awarded Incentive-Based Compensation (defined below) in the event that the Company is required to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a “Restatement”).

The Company shall recover erroneously awarded Incentive-Based Compensation in compliance with this Policy except to the extent provided under Section V below.

III. SCOPE OF POLICY

A. COVERED PERSONS AND RECOVERY PERIOD.

This Policy applies to Incentive-Based Compensation received by a person:

- after beginning service as an Executive Officer (defined below),
- who served as an Executive Officer at any time during the performance period for that Incentive-Based Compensation,
- while the Company has a class of securities listed on a national securities exchange, and
- during the three completed fiscal years immediately preceding the date that the Company is required to prepare a Restatement (the “Recovery Period”).

Notwithstanding this look-back requirement, the Company is only required to apply this Policy to Incentive-Based Compensation received on or after October 2, 2023.

For purposes of this Policy, Incentive-Based Compensation shall be deemed “received” in the Company’s fiscal period during which the Financial Reporting Measure (as defined herein) specified in the Incentive-Based Compensation award is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period.

B. ADDITIONAL COVERED PERSONS

In addition to the Covered Persons prescribed above, the Company may seek to recover erroneously awarded Incentive Compensation from a Senior Executive (as defined below) in the event that the Compensation Committee of the Company's Board of Directors (the "Comp Committee") and the Audit Committee of the Company's Board of Directors (the "Audit Committee"), in their sole discretion, jointly determine that (1) the Senior Executive engaged in fraud or misconduct that caused or materially contributed to the need for the Restatement, and (2) it is in the best interests of the Company and its shareholders to seek to recover such erroneously awarded Incentive-Based Compensation.

C. TRANSITION PERIOD

In addition to the Recovery Period, this Policy applies to any transition period (that results from a change in the Company's fiscal year) within or immediately following the Recovery Period (a "Transition Period"), provided that a Transition Period between the last day of the Company's previous fiscal year end and the first day of the Company's new fiscal year that comprises a period of nine to 12 months will be deemed a completed fiscal year.

D. DETERMINING RECOVERY PERIOD

For purposes of determining the relevant Recovery Period, the date that the Company is required to prepare the Restatement is the earlier to occur of:

- the date the board of directors of the Company (the "Board"), a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare a Restatement, and
- the date a court, regulator, or other legally authorized body directs the Company to prepare a Restatement.

For clarity, the Company's obligation to recover erroneously awarded Incentive-Based Compensation under this Policy is not dependent on if or when a Restatement is filed.

IV. AMOUNTS SUBJECT TO RECOVERY

A. RECOVERABLE AMOUNT

The amount of Incentive-Based Compensation subject to recovery under this Policy is the amount of Incentive-Based Compensation received that exceeds the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the restated amounts, computed without regard to any taxes paid.

B. COVERED COMPENSATION BASED ON STOCK PRICE OR TSR

For Incentive-Based Compensation based on stock price or total shareholder return ("TSR"), where the amount of erroneously awarded Incentive-Based Compensation is not subject to mathematical recalculation directly from the information in a Restatement, the recoverable amount shall be determined by the Comp Committee based on a reasonable estimate of the effect of the Restatement on the stock price or TSR upon which the Incentive-Based Compensation was received. In such event, the Company shall maintain documentation of the determination of that reasonable estimate and provide such documentation to Nasdaq.

C. METHOD OF RECOVERY.

The Company will have discretion in determining how to accomplish recovery of erroneously awarded Incentive-Based Compensation under this Policy, recognizing that different means of recovery may be appropriate in different circumstances. When a clawback under this Policy is triggered, before seeking recovery of Incentive Compensation, the Company shall provide reasonable notice to Executive Officers and any Senior Executives from whom the Company intends to clawback Incentive Compensation, identifying at a minimum the Restatement, the Recovery Period, and the Incentive Compensation subject to recovery and how such amounts were calculated.

V. EXCEPTIONS

Company shall recover erroneously awarded Incentive-Based Compensation in compliance with this Policy except to the extent that the conditions set out below are met and the Compensation Committee and the Audit Committee of the Board, have jointly made a determination that recovery would be impracticable:

1. Direct Expense Exceeds Recoverable Amount.

The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered; provided, however, that before concluding it would be impracticable to recover any amount of erroneously awarded Incentive-Based Compensation based on expense of enforcement, the Company shall make a reasonable attempt to recover such erroneously awarded Incentive-Based Compensation, document such reasonable attempt(s) to recover, and provide that documentation to Nasdaq.

2. Recovery from Certain Tax-Qualified Retirement Plans.

Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. § 401(a)(13) or 26 U.S.C. § 411(a) and regulations thereunder.

VI. PROHIBITION AGAINST INDEMNIFICATION

Notwithstanding the terms of any indemnification arrangement or insurance policy with any individual covered by this Policy, the Company shall not indemnify any Executive Officer or former Executive Officer or Senior Executive or former Senior Executive against the loss of erroneously awarded Incentive-Based Compensation, including any payment or reimbursement for the cost of insurance obtained by any such covered individual to fund amounts recoverable under this Policy.

VII. DISCLOSURE

The Company shall file all disclosures with respect to this Policy and recoveries under this Policy in accordance with the requirements of the U.S. Federal securities laws, including the disclosure required by the applicable Securities and Exchange Commission ("SEC") filings.

VIII. DEFINITIONS

Unless the context otherwise requires, the following definitions apply for purposes of this Policy:

“Executive Officer” means the Company’s president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person who performs similar policymaking functions for the Company. Executive officers of the Company’s subsidiaries, as applicable, are deemed Executive Officers of the Company if they perform such policy making functions for the Company. Policy-making function is not intended to include policymaking functions that are not significant. Identification of an Executive Officer for purposes of this Policy will include at a minimum executive officers identified pursuant to 17 CFR 229.401(b).

“Financial Reporting Measures” means any of the following: (i) measures that are determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures that are derived wholly or in part from such measures, (ii) stock price and (iii) TSR. A Financial Reporting Measure need not be presented within the Company’s financial statements or included in a filing with the SEC.

“Incentive-Based Compensation” means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure.

“Senior Executive” means an employee of EagleBank, other than an Executive Officer, who is eligible to receive Incentive-Based Compensation under the Senior Executive Incentive Plan.

IX. ADMINISTRATION; AMENDMENT; TERMINATION

The Chief Legal Officer of the Company shall act as the Executive Sponsor of this Policy, which shall be overseen by the Comp Committee and Audit Committee. All determinations under this Policy will be made jointly by the Comp Committee and Audit Committee, including determinations regarding how any recovery under this Policy is affected. Any of their determinations will be final, binding, and conclusive and need not be uniform with respect to each individual covered by this Policy.

The Board may amend this Policy from time to time and may terminate this Policy at any time, in each case in its sole discretion.

X. EFFECTIVENESS; OTHER RECOUPMENT RIGHTS

This Policy shall be effective as of December 1, 2023. This Policy supersedes the Eagle Bancorp, Inc. Clawback Policy that was effective January 1, 2021 (the “Prior Policy”). Other than with respect to the Prior Policy, any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company and its subsidiaries and affiliates under applicable law or pursuant to the terms of any similar policy or similar provision in any employment agreement, equity award agreement or similar agreement. If any awards are subject to both this Policy and any other right to recoupment under any similar policy or similar provision in any applicable employment

agreement, equity award agreement or similar agreement, and there is any conflict between the terms of this Policy and such other policy or provision, then such conflict or inconsistency shall be resolved by giving precedence to this Policy.

XI. POLICY CHANGE HISTORY

Revision Date	Reason for Change	Author
2023	New Policy	P. Saltzman
2025	Reformatted policy and included provision for notice to Executive Officers and Senior Officers if the Company seeks to clawback compensation from them under this Policy.	P. Saltzman and S. Bernstein