

EAGLE BANCORP, INC. CLAWBACK POLICY

The Compensation Committee (the “Committee”) of the Board of Directors of Eagle Bancorp, Inc. (the “Company”) has adopted the following clawback policy (the “Clawback Policy”), effective January 1, 2021.

1. The Committee shall seek to recover Erroneously Awarded Compensation (as defined below) from a Covered Individual in the event that:

a. the Company is required to restate previously-issued financial statements to correct one or more material errors (a “Restatement”),

b. a Covered Individual’s Incentive Compensation is greater than that which such Covered Individual otherwise would have earned, become vested in or been granted during the Applicable Period, if the Company’s financial statements had reflected the Restatement (such excess amount, the “Erroneously Awarded Compensation”),

c. the Committee, in its sole discretion, determines that the Covered Individual engaged in fraud or misconduct that caused or materially contributed to the need for the Restatement, and

d. the Committee, in its sole discretion, determines that it is in the best interests of the Company and its shareholders to seek to recover such Erroneously Awarded Compensation.

2. Erroneously Awarded Compensation will be computed without regard to taxes paid. For Incentive Compensation based on stock price or total shareholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the Restatement, the amount will be based on the Committee’s reasonable estimate of the effect of the Restatement on the stock price or total shareholder return.

3. The method of recovery of Erroneously Awarded Compensation will be determined by the Committee and may include (without limitation): (a) recoupment of cash or shares of Company stock; (b) forfeiture of unvested awards; (c) cancellation of outstanding vested awards; (d) offset of other amounts owed to the Covered Individual; (e) reduction of future compensation; and (f) any other remedial or recovery action permitted by law.

4. If the Erroneously Awarded Compensation includes shares of Company stock (or derivatives thereof), the Committee may seek to require that the Covered Individual repay to the Company any dividends or dividend equivalents paid with respect to those securities, and any profits realized, directly or indirectly, from the sale or other disposition of those securities.

5. The Company will not indemnify any Covered Individual against the loss of Erroneously Awarded Compensation.

6. The Committee has the exclusive power and authority to administer this Clawback Policy, including, without limitation, the right and power to interpret this Clawback Policy and to make all determinations deemed necessary or advisable for the administration of this Clawback Policy.

All such actions, interpretations and determinations taken or made by the Committee will be final, conclusive and binding, and any such actions, interpretations and determinations need not be uniform with respect to all Covered Individuals. The Company's right of recoupment under this Clawback Policy is in addition to any right or remedy otherwise available to the Company, including (without limitation) disciplinary action up to and including termination of employment and the initiation of civil or criminal proceedings; provided that there shall be no duplication of recovery under this Clawback Policy and Section 304 of the Sarbanes-Oxley Act of 2002.

7. This Clawback Policy shall be binding and enforceable against all Covered Individuals and their respective beneficiaries, heirs, executors, administrators or other legal representatives.

8. For purposes of this Clawback Policy:

a. "Applicable Period" means the three completed fiscal years immediately preceding the year in which the Restatement is required. The Applicable Period will include any transition period resulting from a change in the Company's fiscal year, if that transition period occurs within or immediately following those three completed years; provided that a transition period of 9 to 12 months will be deemed a completed fiscal year.

b. "Covered Individual" means each individual who served as an "executive officer" (within the meaning of Section 10D of the Exchange Act) of the Company at any time during the performance period applicable to the Incentive Compensation, whether or not still employed by the Company and such other current or former employees of the Company who may from time to time be deemed subject to this Clawback Policy by the Committee.

c. "Exchange Act" means the Securities Exchange Act of 1934, as amended.

d. "Incentive Compensation" means any compensation that is granted, earned or vested based wholly or in part upon the attainment, during the Applicable Period, of any financial reporting measure.