MONROE FEDERAL BANCORP, INC.
MONROE FEDERAL SAVINGS AND LOAN ASSOCIATION

CORPORATE GOVERNANCE MATERIALS

September 23, 2024

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Table of Contents

TAB 1

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MEMORANDUM

To: Board of Directors of Monroe Federal Bancorp, Inc.

Date: September 23, 2024

Re: Corporate Governance Matters

Monroe Federal Bancorp, Inc. (the "Company") is a public reporting company subject to the rules and regulations of the Securities and Exchange Commission (the "SEC"). SEC rules impose certain requirements on the Company's corporate governance practices. Accordingly, this package includes board resolutions and various policies and procedures that must be adopted.

I. Board Composition Requirements

A. ***SEC Requirement.*** SEC rules require the Company to disclose in its annual meeting proxy statement whether or not the Company's board of directors is comprised of at least a majority of independent directors. As disclosed in the Company's Prospectus dated August 9, 2024, the Company has determined to adopt the definition of independent director contained in rules of the Nasdaq Stock Market ("Nasdaq") for purposes of determining independence.

B. ***Nasdaq Requirement.*** Nasdaq rules require that ***at least a majority*** of the members of the Company's Board of Directors be independent. If needed, the Company has 12 months from the date of listing to comply with this requirement.

II. Definition of Independent Director

General Definition. Under Nasdaq rules, a director is independent if he/she is not an "executive officer" (as defined below) or employee of the Company or any of its subsidiaries, including Monroe Federal Savings and Loan Association (the "Association"), and does not have a relationship which, in the opinion of the Company's Board of Directors, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director.

Disqualifying Relationships*.** In addition to the general definition of an independent director, Nasdaq rules identify certain relationships that ***automatically disqualify a director from

being considered "independent." Accordingly, the following directors ***cannot*** be considered independent under any circumstances:

1. A director who is, or at any time during the past 3 years was, employed by the Company or any parent or subsidiary of the Company.

2. A director who accepted or who has a "family member" (as defined below) who accepted any compensation from the Company or any parent or subsidiary of the Company exceeding $120,000 during any period of 12 consecutive months within the 3 years preceding the determination of independence, other than the following:

   (i) compensation for Board service or Board committee service;

   (ii) compensation paid to a family member who is an employee (other than an executive officer) of the Company or a parent or subsidiary of the company; or

   (iii) benefits under a tax-qualified retirement plan, or non-discretionary compensation.

3. A director who is a family member of an individual who is, or at any time during the past 3 years was, employed by the Company or by any parent or subsidiary of the Company as an executive officer.

4. A director who is, or has a family member who is, a partner in, or a controlling shareholder or an executive officer of, any organization to which the Company or any parent or subsidiary of the Company made, or from which the Company or any parent or subsidiary of the Company received, payments for property or services in the current or any of the past 3 fiscal years that exceed 5% of the recipient's consolidated gross revenues for that year, or $200,000, whichever is more, other than the following:

   (i) payments arising solely from investments in the Company's securities; or

   (ii) payments under non-discretionary charitable matching programs.

5. A director of the Company or any parent or subsidiary of the Company who is, or has a family member who is, employed as an executive officer of another entity where at any time during the past 3 years any of the executive officers of the Company or any parent or subsidiary of the Company serve on the compensation committee of such other entity.

6. A director who is, or has a family member who is, a current partner of the Company's outside auditor, or was a partner or employee of the Company's

outside auditor who worked on the Company's audit at any time during any of the past 3 years.

Under Nasdaq rules, the term **"family member"** means person's spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law, and anyone (other than domestic employees) who shares such person's home. The term **"executive officer"** means the president, principal financial officer, principal accounting officer (or, if there is no such accounting officer, the controller), any vice-president 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 policy-making functions.

A finding that a director is not disqualified under each of the above tests does not automatically mean that he/she is per se independent. The Board of Directors must still make an affirmative determination as to each director as to whether he/she is independent considering all facts and circumstances.

Consequences of Not Being Considered Independent. A director who is not considered independent, either because the Company's Board of Directors makes such a determination under the general rule or because the director is deemed not independent because he/she falls within a specific relationship identified in the Nasdaq rules, remains eligible to serve on the Board of Directors. The only consequences of not being independent is that the individual is not eligible to serve on the audit, compensation or nominating committees and is not eligible to participate in the determination of matters that require the vote of a majority of independent directors.

III. Committee Composition Requirements

A. General

SEC Requirement. The Company must disclose whether or not it maintains an audit committee, a nominating committee, and a compensation committee. For each committee, the Company must disclose the names of the members of the committee, describe the functions of the committee, and whether or not the committee operates under a written charter.

B. Audit Committee

SEC Requirement. SEC rules require the Company to disclose whether the members of the audit committee are independent under an exchange listing standard (i.e., the Nasdaq standard). SEC rules also require the Company to disclose that the Board of Directors has determined whether or not an "audit committee financial expert" serves on the audit committee.

Nasdaq Requirement. Every Nasdaq-listed company must have an audit committee that satisfies the following requirements:

a. The audit committee must be comprised of ***at least 3 directors***.[1]

b. Each member of the audit committee must be independent under Nasdaq listing standards.

c. Each member of the audit committee must be independent under the heightened Sarbanes-Oxley standards, as implemented by SEC regulations.

These heightened Sarbanes-Oxley standards require that each audit committee member may not (other than as a member of any committee of the Board of Directors or as a member of the Board of Directors) accept any ***consulting, advisory, or other compensatory fee*** from the Company or any subsidiary of the company, or otherwise be an "affiliated person" of the Company or any subsidiary of the Company. Disallowed payments include payments made either ***directly or indirectly***. Indirect payments include payments made to a director's spouse, a minor child or stepchild, or a child or stepchild who shares a home with the director. Indirect payments also include payments made to an entity that provides ***accounting, consulting, legal, investment banking or financial advisory services*** to the Company or any of its subsidiaries where the director is a partner, member, executive officer, officer equivalent to a managing director or other officer who occupies a similar position.

d. Each member of the audit committee must not have participated in the preparation of the financial statements of the Company or any subsidiary of the Company at any time during the past 3 years.

e. Each member of the audit committee must be able to read and understand fundamental financial statements, including a company's balance sheet, income statement, and cash flow statement.

f. At least one member of the audit committee must have experience or background which results in the individual's financial sophistication.

To meet this financial sophistication requirement, at least one member of the audit committee must have past employment experience in finance or accounting, requisite professional certification in accounting, or any other comparable experience or background that results in the individual's financial sophistication, including being or having been a chief executive officer, chief financial officer or other senior officer with financial oversight responsibilities.

g. The audit committee must operate under a formal written charter.

[1] The OTC Market, however, does not have this numerical requirement. Accordingly, an OTC Market issuer, such as the Company, may have less than three members on the Audit Committee.

C. Compensation Committee

The compensation of executive officers must be determined, or recommended to the board of directors for determination, either by (i) a majority of the independent directors or (ii) a compensation committee comprised of ***at least 2 directors*** and comprised solely of independent directors. The best practice is to have a compensation committee that operates under a written charter.

D. Nominating Committee

1. ***SEC Requirement***. The SEC proxy rules require the Company disclose in its annual meeting proxy statement whether it maintains a nominating committee and, if not, its basis for the view that it is appropriate not to maintain a nominating committee and identify each director who participates in the consideration of director nominees. The Company must also disclose whether each of the members of the nominating committee is independent under an exchange listing standard (i.e., the Nasdaq standard).

2. ***Nasdaq Requirement***. Director nominees must be selected, or recommended for the Board of Director's selection, either by (i) a majority of the independent directors or (ii) a nominating committee ***of at least 2 directors*** and comprised solely of independent directors. The Company must adopt a formal written charter or Board resolutions, as applicable, addressing the nominations process.

IV. Audit Committee Financial Expert

SEC regulations require the Company's Board of Directors (i) to determine whether the audit committee includes an "audit committee financial expert" and (ii) to satisfy certain disclosure requirements regarding an audit committee financial expert. There is no requirement that the Company have an audit committee financial expert. However, if the Company does not have one, it must disclose why in its Annual Report on Form 10-K (or in its annual meeting proxy statement that may be incorporated by reference into the Annual Report).

According to the SEC, the Board of Directors must make an independent evaluation of a person's actual prior experience to determine if he/she qualifies as an audit committee financial expert. The Board of Directors should carefully document its determination of whether an audit committee member is an audit committee financial expert.

SEC regulations require that an audit committee financial expert possess specific attributes and have acquired those attributes through specific experience. SEC regulations define an audit committee financial expert as one who has the following attributes:

1. understands U.S. generally accepted accounting principles ("GAAP") and financial statements;

2. able to assess the general application of GAAP in connection with accounting for estimates, accruals and reserves;

3. experience in preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements, or experience actively supervising one or more persons engaged in such activities;

4. understands internal control over financial reporting; and

5. understands audit committee functions.

SEC regulations provide that an individual may acquires these attributes through:

1. education and experience as a principal financial officer, principal accounting officer, controller, public accountant or auditor or experience in one or more positions that involve the performance of similar functions;

2. experience in actively supervising a principal financial officer, principal accounting officer, controller, public accountant, auditor or person performing similar functions;

3. experience in overseeing or assessing the performance of companies or public accountants with respect to the preparation, auditing or evaluation of financial statements; or

4. other relevant experience.

In addition, SEC rules provide as follows:

1. The designation or identification of a person as an audit committee financial expert does not impose on such person any duties, obligations or liability that are greater than the duties, obligations and liability imposed on such person as a member of the Audit Committee and Board of Directors in the absence of such designation or identification; and

2. The designation or identification of a person as an audit committee financial expert does not affect the duties, obligations or liability of any other member of the Audit Committee or Board of Directors.

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In addition to committee charters, the Board of Directors must review and approve the following policies and procedures:

- procedures for handling complaints regarding accounting, internal controls and auditing matters (so-called "whistle-blower" policy);
- policies for Audit Committee pre-approval of audit and non-audit services to be performed by the Company's independent public accountants;
- policies and procedures for review and approval of transactions with related parties;
- a code of ethics for senior officers;
- corporate governance principles to assist the Board of Directors and committees in managing the governance of the Company;
- criteria for director nominees, in addition to those contained in the Company's Bylaws;
- a policy for stockholder nominations and stockholder communications with the Board of Directors and committees; and
- a plan for the maintenance and documentation for disclosure purposes of disclosure controls and procedures as required by SEC Rule 13a-15.

TAB 2

RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
MONROE FEDERAL BANCORP, INC.

September 23, 2024

Director Independence Standards

WHEREAS, the Board of Directors of Monroe Federal Bancorp, Inc. (the "Company") has discussed with counsel the requirement that under applicable Securities and Exchange Commission (the "SEC") regulations the Company must, for purpose of board and committee service, either (1) use a definition of independence established by a national securities exchange, such as the Nasdaq Stock Market ("Nasdaq") or (2) develop, adopt, and publicly disclose either on its website or in future filings with the SEC its own definition of independence provided such definition is at least as comprehensive as the definition established by the applicable national securities exchange; and

WHEREAS, as disclosed in the Company's Prospectus dated August 9, 2024, the Board of Directors has determined to adopt the standards for independence for purposes of Board and committee service as set forth in the listing standards of Nasdaq.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves and adopts for the Company the independence standards set forth in the Nasdaq listing rules; and

FURTHER RESOLVED, that the Board of Directors hereby determines that all of the directors of the Company are considered "independent directors," as that term is defined in the Nasdaq qualitative listing standards, except for Lewis R. Renollet.

Audit Committee Matters

WHEREAS, the Board of Directors wishes to establish an audit committee of the Board of Directors (the "Audit Committee"); and

WHEREAS, the Board of Directors has reviewed and discussed with counsel applicable SEC regulations, applicable Nasdaq regulations, and industry best practices regarding audit committees; and

WHEREAS, proposed procedures for handling complaints regarding accounting, internal controls and auditing matters (the "Whistleblower Procedures") have been distributed to the members of the Board of Directors for their review, and the Board of Directors has reviewed and discussed the proposed procedures; and

WHEREAS, a proposed policy for Audit Committee pre-approval of audit and non-audit services to be performed by the Company's independent registered public accounting firm (the "Audit Committee Pre-Approval Policy") has been distributed to the members of the Board of Directors for their review, and the Board of Directors has reviewed and discussed the proposed policy; and

WHEREAS, a proposed policy for evaluating and approving transactions with related parties (the "Policy and Procedures for Approval of Related Party Transactions") has been distributed to the members of the Board of Directors for their review, and the Board of Directors has reviewed and discussed the proposed policy; and

WHEREAS, Rule 13a-15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), requires the Company to implement disclosure controls and procedures, and a proposed Plan of Disclosure Controls and Procedures has been distributed to the members of the Board of Directors for their review, and the Board of Directors has reviewed and discussed the proposed plan.

NOW, THEREFORE, BE IT RESOLVED, that the Audit Committee is hereby established, consisting of Julie M. Broerman-Daniels, Andrew L. Davidson, Jonathan J. Steinke, CPA, and Sarah G. Worley, each of whom satisfies the independence standards for audit committee membership under the Nasdaq listing standards; and

FURTHER RESOLVED, that it is hereby determined that Jonathan J. Steinke, CPA is an "audit committee financial expert" as that term is defined in SEC regulations; and

FURTHER RESOLVED, that the Audit Committee shall act under the Audit Committee Charter, attached hereto as Exhibit A, which is hereby approved and adopted; and

FURTHER RESOLVED, that the Audit Committee Charter be posted on the Company's website; and

FURTHER RESOLVED, that the Whistleblower Procedures, attached hereto as Exhibit B, are hereby approved and adopted; and

FURTHER RESOLVED, that the Audit Committee Pre-Approval Policy, attached hereto as Exhibit C, is hereby approved and adopted; and

FURTHER RESOLVED, that the Policy and Procedures for Approval of Related Party Transactions, attached hereto as Exhibit D, is hereby approved and adopted; and

FURTHER RESOLVED, that the Plan of Disclosure Controls and Procedures, in accordance with Rule 13a-15 of the Exchange Act, attached hereto as Exhibit E, is hereby approved and adopted.

Nominating and Governance Committee Matters

WHEREAS, the Board of Directors wishes to establish a nominating and corporate governance committee of the Board of Directors (the "Nominating and Governance Committee"); and

WHEREAS, the Board of Directors has reviewed and discussed with counsel applicable SEC regulations, applicable Nasdaq regulations, and industry best practices regarding corporate governance, nominating committees, and related matters; and

WHEREAS, a proposed Code of Ethics for Senior Officers has been distributed to the members of the Board of Directors for their review, and the Board of Directors has reviewed and discussed such Code; and

WHEREAS, a proposed Code of Ethics for Employees, Directors and Officers has been distributed to the members of the Board of Directors for their review, and the Board of Directors has reviewed and discussed such Code; and

WHEREAS, proposed corporate governance principles to assist the Board of Directors, the committees of the Board of Directors and management in managing the governance of the Company (the "Corporate Governance Principles") have been distributed to the members of the Board of Directors for their review, and the Board of Directors has reviewed and discussed the principles; and

WHEREAS, a proposed policy setting forth criteria for director nominees (the "Criteria for Director Nominees") has been distributed to the members of the Board of Directors for their review, and the Board of Directors has reviewed and discussed the policy; and

WHEREAS, a proposed policy addressing stockholder nominations and communication with the Board of Directors (the "Stockholder Nomination and Communication Policy") has been distributed to the members of the Board of Directors for their review, and the Board of Directors has reviewed and discussed such policy.

NOW, THEREFORE, BE IT RESOLVED, that a Nominating and Governance Committee is hereby established, consisting of Julie Broerman-Daniels, William G. Hibner, Jr., and Sarah G. Worley; and

FURTHER RESOLVED, that the Nominating and Governance Committee shall act under the Nominating and Governance Committee Charter, attached hereto as Exhibit F, which is hereby approved and adopted; and

FURTHER RESOLVED, that the Nominating and Governance Committee Charter be posted on the Company's website; and

FURTHER RESOLVED, that the Code of Ethics for Senior Officers, attached hereto as Exhibit G, is hereby approved and adopted; and

FURTHER RESOLVED, that the Code of Ethics for Senior Officers be posted on the Company's website; and

FURTHER RESOLVED, that the Code of Ethics for Employees, Directors and Officers, attached hereto as Exhibit H, is hereby approved and adopted; and

FURTHER RESOLVED, that the Code of Ethics for Employees, Directors and Officers be posted on the Company's website; and

FURTHER RESOLVED, that the Corporate Governance Principles, attached hereto as Exhibit I, are hereby approved and adopted; and

FURTHER RESOLVED, that the Criteria for Director Nominees, attached hereto as Exhibit J, are hereby approved and adopted; and

FURTHER RESOLVED, that the Stockholder Nomination and Communication Policy, attached hereto as Exhibit K, is hereby approved and adopted.

Compensation Committee Matters

WHEREAS, the Board of Directors wishes to establish a compensation committee of the Board of Directors (the "Compensation Committee"); and

WHEREAS, the Board of Directors has reviewed and discussed with counsel applicable SEC regulations, appliable Nasdaq regulations, and industry best practices regarding compensation committees.

NOW, THEREFORE, BE IT RESOLVED, that a Compensation Committee is hereby established, consisting of Julie M. Broerman-Daniels, Andrew L. Davidson, Anthony H. Heinl, William G. Hibner, Jr., Jonathan J. Steinke, and Sarah G. Worley; and

FURTHER RESOLVED, that the Compensation Committee shall act under the Compensation Committee Charter, attached hereto as Exhibit L, which is hereby approved and adopted; and

FURTHER RESOLVED, that the Compensation Committee Charter be posted on the Company's website.

RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
MONROE FEDERAL SAVINGS AND LOAN ASSOCIATION

September 23, 2024

WHEREAS, the Board of Directors of Monroe Federal Savings and Loan Association (the "Association") has reviewed and discussed with counsel industry best practices regarding audit committees, corporate governance and nominating committees and compensation committees, and other governance matters.

NOW, THEREFORE, BE IT RESOLVED, that the Audit Committee of the Board of Directors shall act under the Audit Committee Charter, attached hereto as Exhibit A, which is hereby approved and adopted; and

FURTHER RESOLVED, that the Nominating and Governance Committee of the Board of Directors shall act under the Nominating and Governance Committee Charter, attached hereto as Exhibit B, which is hereby approved and adopted; and

FURTHER RESOLVED, that the Compensation Committee of the Board of Directors shall act under the Compensation Committee Charter, attached hereto as Exhibit C, which is hereby approved and adopted; and

FURTHER RESOLVED, that the Association shall adopt the Transactions with Affiliates: Policies and Procedures, attached hereto as Exhibit D, which is hereby approved and adopted.

TAB 3

MONROE FEDERAL BANCORP, INC.
MONROE FEDERAL SAVINGS AND LOAN ASSOCIATION

AUDIT COMMITTEE CHARTER

I. Joint Audit Committee

The Board of Directors of Monroe Federal Bancorp, Inc. and the Board of Directors of Monroe Federal Savings and Loan Association (the "Association") have established a Joint Audit Committee (the "Audit Committee"). The Audit Committee has adopted this Audit Committee Charter to govern the operation of the Audit Committee. References herein to the "Company" include Monroe Federal Bancorp, Inc. and, where applicable, the Association, and references herein to the "Board" shall include the Board of Directors of Monroe Federal Bancorp, Inc. and the Association's Board of Directors.

II. Purpose

The primary function of the Audit Committee is to review: (i) the integrity of the financial reports and other financial information provided by the Company to any governmental body or the public, including any certification, report, opinion or review performed by the Company's independent registered public accountants; (ii) the Company's compliance with legal and regulatory requirements; (iii) the independent registered public accountants' qualification and independence; (iv) the performance of the Company's internal audit functions, its independent registered public accountants and its system of internal controls and disclosure procedures regarding finance, accounting, legal compliance and ethics that management and the Board have established; (v) the Company's auditing, accounting and financial reporting processes generally; and (vi) the preparation of information required by the rules of the Securities and Exchange Commission (the "SEC") to be included in the Company's annual meeting proxy statement.

III. Organization

The Audit Committee shall be comprised of two or more directors, as determined by the Board, each of whom satisfies the definition of "independent director" as set forth in the applicable qualitative listing requirement for Nasdaq Stock Market issuers and applicable SEC rules and regulations. All members of the Audit Committee must be financially literate at time of appointment, meaning they must have the ability to read and understand fundamental financial statements, including the Company's balance sheet, income statement and cash flow statement. In addition, at least one member of the Audit Committee shall have past employment experience in finance or accounting, requisite professional certification in accounting, or any other comparable experience or background which results in the individual's financial sophistication, including being or having been a chief executive officer, chief financial officer or other senior officer with oversight responsibilities. The members of the Audit Committee and the Chair of the Audit Committee will be elected by the Board on an annual basis.

IV. Structure and Meetings

The Audit Committee shall meet four times per year at minimum, or more frequently as circumstances may require. The Chair shall preside at the meeting and, in consultation with other members of the Audit Committee, will set the frequency and length of each meeting and the agenda of the items to be addressed at each meeting. The Chair shall ensure that the agenda for each meeting is circulated to each Audit Committee member in advance of the meeting. A quorum of the Audit Committee shall be declared when a majority of the appointed members of the Audit Committee are in attendance, and all actions of the Audit Committee shall require the affirmative vote of a majority of the membership of the Audit Committee.

V. Goals and Responsibilities

In carrying out its responsibilities, the Audit Committee believes its policies and procedures should remain flexible in order to best react to changing conditions and to provide assurance to the directors and stockholders of the Company that the corporate accounting and reporting practices of the Company comply with all requirements and are of the highest quality. To fulfill its responsibilities and duties the Audit Committee shall:

1. Provide an open avenue of communication between management, the independent registered public accountants, internal audit function and the Board.

2. Meet with the independent registered public accountants and management at least quarterly to review the Company's financial statements. In meetings attended by the independent registered public accountants or by regulatory examiners, a portion of the meeting will be reserved for the Audit Committee to meet in closed session with these parties.

3. Keep written minutes for all meetings.

4. Review with the independent registered public accountants and the internal auditor the work to be performed by each to assure completeness of coverage, reduction of redundant efforts and the effective use of audit resources.

5. Review all significant risks or exposures to the Company found during audits performed by the independent registered public accountants and the internal audit department and to ensure that these items are discussed with management. From these discussions, assess and report to the Board regarding how the findings should be addressed.

6. Review recommendations from the independent registered public accountants and the internal auditing department regarding internal controls and other matters relating to the accounting policies and procedures of the Company.

7. Following each meeting of the Audit Committee, the Chair of the committee will submit a record of the meeting to the Board including any recommendations that the Committee may deem appropriate.

8. Ensure that the independent registered public accountants discuss with the Audit Committee their judgments about the quality, not just the acceptability, of the Company's accounting principles as applied in the financial reports. The discussion should include such issues as the clarity of the Company's financial disclosures and degree of aggressiveness or conservatism of the Company's accounting principles and underlying estimates and other significant decisions made by management in preparing the financial disclosures.

9. Review the Company's audited annual financial statements and the independent registered public accountant's opinion regarding such financial statements, including a review of the nature and extent of any significant changes in accounting principles.

10. Arrange for the independent registered public accountants to be available to the full Board at least annually to discuss the results of the annual audit and the audited financial statements that are a part of the annual report to stockholders.

11. Review with management, the independent registered public accountants, the internal auditor and legal counsel, legal and regulatory matters that may have a material impact on the financial statements.

12. Review with management and the independent registered public accountants all interim financial reports filed pursuant to the Securities Exchange Act of 1934.

13. Generally discuss earnings press releases and financial information as well as any earnings guidance provided to analysts and rating agencies.

14. Select, and annually review the performance of, the independent registered public accountants, considering independence and effectiveness, and be directly responsible for their appointment, compensation, retention and oversight (including resolution of disagreements between management and the independent registered public accountants regarding financial reporting) for the purpose of preparing or issuing an audit report or performing other audit, review or attestation services for the Company, and the independent registered public accountants shall report directly to the Audit Committee. The Audit Committee shall confirm the independence of the independent registered public accountants by requiring the independent registered public accountants to disclose in writing all relationships that, in the independent registered public accountants' professional judgment, may reasonably be thought to bear on the ability to perform the audit independently and objectively.

15. Review the activities, organizational structure and qualifications of the internal audit function. The Audit Committee should also review and concur in the appointment, replacement, reassignment, or dismissal of the internal auditor.

16. Establish and maintain procedures for (i) receiving, retaining and treating complaints received by the Company regarding accounting, internal accounting controls, or auditing matters, and (ii) the confidential, anonymous submission by

employees of the Company of concerns regarding questionable accounting or auditing matters.

17. Approve, in advance, all permissible non-audit services to be completed by the independent registered public accountants to ensure that they do not provide any non-audit services to the Company that are prohibited by law or regulation.

18. Set clear hiring policies for hiring employees or former employees of the independent registered public accountants.

19. Review and approve all "related-party transactions" (defined as those required to be disclosed pursuant to Item 404 of SEC Regulation S-K).

20. At least annually, review with both the independent registered public accountants and the internal auditor, the Company's adherence to the requirements of the Sarbanes-Oxley Act of 2002.

21. Provide for continuing education of Audit Committee members, as considered appropriate.

VI. Performance Evaluation and Disclosure Obligations

In addition to the responsibilities presented above, the Audit Committee will examine this Charter periodically to assure that it remains adequate to address the responsibilities of the Audit Committee, and will recommend any proposed changes to the Board for approval.

The Company shall post this Charter on its website. Otherwise, the Company shall provide a copy of this Charter as an appendix to its annual meeting proxy statement at least once every three fiscal years, or if this Charter has been materially amended since the beginning of the Company's last fiscal year.

VII. Audit Committee Resources

The Audit Committee shall be authorized to retain independent counsel and other advisors as it deems necessary to carry out its duties. The Company shall provide the Audit Committee with appropriate funding, as determined by the Audit Committee, to carry out its duties. In addition, the Company shall provide the Audit Committee with funding for ordinary administrative expenses of the Audit Committee.

Adopted: September 23, 2024

TAB 4

MONROE FEDERAL BANCORP, INC.

WHISTLEBLOWER PROCEDURES

Purpose

These procedures are designed to ensure compliance with Section 301 of the Sarbanes-Oxley Act of 2002, which requires audit committees to establish procedures for the receipt, retention and treatment of complaints received by companies regarding accounting, internal accounting controls or auditing matters, and the confidential, anonymous submission by employees of concerns regarding questionable accounting or auditing matters.

A. Responsibilities of Audit Committee for Accounting Complaints

The Audit Committee of the Board of Directors of Monroe Federal Bancorp, Inc. (the "Company") has established the following procedures to receive, retain, investigate and act on complaints and concerns of employees, stockholders and others regarding accounting, internal accounting controls and auditing matters, including complaints regarding attempted or actual circumvention of internal accounting controls or complaints regarding violations of the Company's and/or Monroe Federal Savings and Loan Association's accounting policies ("Accounting Complaints").

B. Procedures for Receiving and Investigating Accounting Complaints

1. The Chair of the Audit Committee (the "Chair") is authorized to receive and investigate Accounting Complaints. In this capacity, the Chair acts under the authority of the Audit Committee.

2. Accounting Complaints may be made to the Chair via regular mail at:

   Monroe Federal Bancorp, Inc.
   Attention: Chair, Audit Committee
   24 East Main Street
   Tipp City, OH 45371

   If an employee desires to discuss any matter with the Audit Committee, the employee should indicate this desire in the submission and include a telephone number at which he/she may be contacted if the Audit Committee deems it appropriate.

3. The Chair or his/her designee will prepare a written docket (the "Docket") of all complaints summarizing in reasonable detail for each complaint: the nature of the complaint (including any specific allegations made and the persons involved); the date of receipt of the complaint; the ongoing status of any investigation into the complaint; and any final resolution of the complaint. The Chair will distribute an update of the Docket, highlighting recent developments in reasonable detail, to

the Audit Committee, in advance of each regularly scheduled meeting of the Audit Committee.

4. Promptly upon receipt, the Chair will evaluate whether a complaint constitutes an Accounting Complaint and whether the Accounting Complaint is from an employee and needs to be treated confidentially and anonymously. If the Chair determines that a complaint is an Accounting Complaint, the Chair will thereafter promptly forward the complaint to the Audit Committee, which will determine how to proceed with the investigation (see Paragraph B.7 for the procedure to be followed if the complaint is not an Accounting Complaint). As investigation into the Accounting Complaint proceeds, results will be reported in writing to the Audit Committee (the "Investigation Report"). Investigation Reports will be prepared in reasonable detail and will be in addition to the information provided to the Audit Committee on the Docket. Such reports will describe the Accounting Complaint, the steps taken in the investigation, any factual findings, and the recommendations for corrective action, if any.

   The Audit Committee may, in its discretion, engage outside auditors, legal counsel, or other experts to assist in the investigation, analysis and resolution. The Audit Committee may delegate investigatory responsibility to one or more persons, including persons who are not employees of the Company. All investigations will be conducted in a confidential manner, so that information will be disclosed only as needed to facilitate review of the investigation materials or otherwise as required by law. The Company shall provide the Audit Committee with appropriate funding, as determined by the Audit Committee, to complete any investigations.

   The Audit Committee may require the assistance of the Chief Financial Officer or any other employees of the Company in investigating and resolving any Accounting Complaint. The parameters of any investigation will be determined by the Audit Committee in its discretion and the Company and its employees will cooperate as necessary in connection with any such investigation.

5. If corrective actions are required, the Audit Committee will ensure they are taken.

6. Accounting Complaints received from external or internal sources communicated to management shall be directed to the Chair of the Audit Committee. Any director, officer or employee who receives an Accounting Complaint from parties outside of the Company shall communicate the complaint to the Chair of the Audit Committee.

7. Any complaints received that are not Accounting Complaints, as determined by the Chair of the Audit Committee, shall be directed to the appropriate party in the Company.

C. Confidential and Anonymous Reports by Employees

Employees of the Company are expressly authorized and will be informed that they can make Accounting Complaints using the procedures described in Section B. All Accounting Complaints received from employees will be treated anonymously and confidentially unless otherwise required by law.

D. Protection of Whistleblowers

Consistent with the policies of the Company, the Audit Committee and the Company's management will not retaliate or attempt to retaliate, and will not tolerate any retaliation or attempted retaliation by any other person or group, directly or indirectly, against any employee who has a reasonable belief that information provided relates to a possible Accounting Complaint that has occurred, is ongoing, or is about to occur, or provides assistance to the Audit Committee, the Company's management, or any governmental, regulatory or law enforcement body, investigating or otherwise helping to resolve an Accounting Complaint.

E. Records

The Audit Committee will retain on a strictly confidential basis for a period of seven years (or otherwise as required under the Company's record retention policies in effect from time to time) all records relating to any Accounting Complaint and to the investigation and resolution thereof.

F. Reporting to the Board of Directors

The status of Accounting Complaints will be reported to the Board of Directors (or independent Directors as determined by the Audit Committee) at each scheduled monthly meeting of the Board.

G. Publication of Procedures

The Company will distribute to all employees a separate summary procedure regarding how to make complaints.

Adopted: September 23, 2024

TAB 5

MONROE FEDERAL BANCORP, INC.

AUDIT COMMITTEE PRE-APPROVAL POLICY

I. Statement of Principles

The Audit Committee (the "Committee") of Monroe Federal Bancorp, Inc. (the "Company") is required to pre-approve the audit and non-audit services performed by the Company's independent registered public accountants to assure that the provision of those services does not impair the audit firm's independence. Unless a type of service to be provided by the independent registered public accountants has received general pre-approval, it will require specific pre-approval by the Committee. Any proposed services exceeding pre-approved cost levels will require specific pre-approval by the Committee.

The appendices to this policy describe the audit, audit-related and tax services that have the pre-approval of the Committee. The term of any pre-approval is for 12 months from the date of pre-approval unless the Committee specifically provides for a different period. The Committee will revise the list of pre-approved services periodically based on subsequent determinations.

II. Delegation

The Audit Committee may delegate pre-approval authority to one or more of its members, provided that the member to whom pre-approval authority is delegated shall be an independent director (as defined by applicable laws and rules, including Section 10A(m)(3) of the Securities Exchange Act of 1934 and the rules promulgated thereunder, and applicable listing standards for independence). Any member to whom such authority is delegated shall report any pre-approval decisions to the Committee at its next scheduled meeting. The Committee may not delegate to management its responsibilities to pre-approve services performed by the independent registered public accountants.

III. Audit Services

The annual audit services engagement terms and fees will be subject to the specific pre-approval of the Committee. The Committee will approve, if necessary, any changes in terms, conditions and fees resulting from changes in audit scope, Company structure or other matters.

In addition to the annual audit services engagement approved by the Committee, the Committee may grant pre-approval for other audit services, which are those services that only the independent registered public accountants reasonably can provide. The Committee has pre-approved the audit services listed in Appendix A. All other audit services not listed in Appendix A must be pre-approved by the Committee.

IV. Audit-Related Services

Audit-related services are assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements and that are traditionally performed by the independent registered public accountants. The Committee believes that the provision of audit-related services does not impair the independence of the auditor and has pre-

approved the audit-related services listed in Appendix B. All other audit-related services not listed in Appendix B must be pre-approved by the Committee.

V. Tax Services

The Committee believes that the independent registered public accountants can provide tax services to the Company such as preparation of tax returns, tax compliance, tax planning and tax advice without impairing the auditor's independence. However, the Committee will not permit the retention of the independent registered public accountants in connection with a transaction initially recommended by the independent registered public accountant, the purpose of which may be tax avoidance and the tax treatment of which may not be supported by the Internal Revenue Code and related regulations. The Committee has pre-approved the tax services listed in Appendix C. All tax services involving large and complex transactions not listed in Appendix C must be pre-approved by the Committee.

VI. All Other Services

All other services not addressed in the above sections may be provided by the independent registered public accountants only if such services do not impair the independent registered public accountant's independence. The Committee has not pre-approved a list of other services. All other services require specific pre-approval by the Committee.

A list of the SEC's prohibited non-audit services is attached to this policy as Appendix D. The SEC's rules and relevant guidance should be consulted to determine the precise definitions of these services and the applicability of exceptions to certain of the prohibitions. The Committee should also consider the standards and related rules of the Public Company Accounting Oversight Board.

VII. Pre-Approval Fee Levels

Pre-approval fee levels for all services to be provided by the independent registered public accountants will be established periodically by the Committee. Any proposed services exceeding these levels will require specific pre-approval by the Committee.

VIII. Supporting Documentation

With respect to each proposed pre-approved service, the independent registered public accountants will provide detailed back-up documentation to the Committee regarding the specific services to be provided.

IX. Procedures

Requests or applications to provide services that require approval by the Committee will be submitted to the Committee by both the independent registered public accountants and the Chief Financial Officer of the Company, and must include a statement by each of them as to whether, in their view, the request or application is consistent with the SEC's rules on auditor independence.

Adopted: September 23, 2024

Appendix A

Pre-Approved Audit Services for the Fiscal Year Ending March 31, 2025

Approved _____

Service	**Range of Fees**
Services associated with SEC registration statements, periodic reports and other documents filed with the SEC or other documents issued in connection with securities offerings (e.g., comfort letters, consents), and assistance in responding to SEC comment letters	$0 - $_____
Consultations by the Company's management as to the accounting or disclosure treatment of transactions or events and/or the actual or potential impact of final or proposed rules, standards or interpretations by the SEC, FASB or other regulatory or standard-setting bodies. (Under SEC rules, some consultations may be "audit" services rather than "audit-related" services)	$0 - $_____

Appendix B

Pre-Approved Audit-Related Services for the Fiscal Year Ending March 31, 2025

Approved _____

Service	Range of Fees
Consultations by the Company's management as to the accounting or disclosure treatment of transactions or events and/or the actual or potential impact of final or proposed rules, standards or interpretations by the SEC, FASB or other regulatory or standard-setting bodies. (Under SEC rules, some consultations may be "audit-related" services rather than "audit" services)	$0 - $_____

Appendix C

Pre-Approved Tax Services for the Fiscal Year Ending March 31, 2025

Approved _____

Service	Range of Fees
Preparation of federal and state income and other tax Returns.	$0 - $_____
Tax compliance and tax advisory services that do not impair Independence.	$0 - $_____

Appendix D

Prohibited Non-Audit Services

The Company's independent registered public accounting is prohibited from providing the following non-audit services to the Company:

- Bookkeeping or other services related to the accounting records or financial statements of the Company
- Financial information systems design and implementation
- Appraisal or valuation services, fairness opinions or contribution-in-kind reports
- Actuarial services
- Internal audit outsourcing services
- Management functions
- Human resources
- Broker-dealer, investment adviser, or investment banking services
- Legal services
- Expert services unrelated to the audit
- Any services prohibited by regulation of the Public Company Accounting Oversight Board

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TAB 6

MONROE FEDERAL BANCORP, INC.

POLICY AND PROCEDURES FOR APPROVAL OF RELATED PARTY TRANSACTIONS

I. Purpose

This Policy and Procedures for Approval of Related Party Transactions (the "Policy") establishes a procedure for the review and approval by the Audit Committee of material transactions between Monroe Federal Bancorp, Inc. or Monroe Federal Savings and Loan Association (together, the "Company") and a "Related Party," as defined below.

II. Definitions

A "Related Party Transaction" means any financial transaction, arrangement or relationship or series of similar transactions, arrangements or relationships involving the Company where the amount involved exceeds or is expected to exceed $120,000 (or such other amount required to be disclosed pursuant to Item 404 of SEC Regulation S-K) and in which any Related Party had or will have a direct or indirect material interest.

Related Party Transaction also includes any material amendment or modification to an existing Related Party Transaction. Related Party Transaction excludes certain transactions, including:

- any compensation paid to an executive officer of the Company if the Board of Directors approved such compensation;
- any compensation paid to a director of the Company if the Board or an authorized committee of the Board of Directors approved such compensation; and
- any transaction with a Related Party involving consumer and/or investor financial products and services provided in the ordinary course of the Company's business and on substantially the same terms as those prevailing at the time for comparable services provided to persons unrelated to the Company, or to the Company's employees on a broad basis (and, in the case of loans, in compliance with Federal Reserve Regulation O and the Sarbanes-Oxley Act of 2002).

"Related Party" means any of the following:

- directors (which term when used herein includes any director nominee) of the Company;
- executive officers of the Company;
- persons known by the Company to be the beneficial owners of 5% or more of the Company's common stock (a "5% Stockholder"); or

- persons known by the Company to be Immediate Family Members of any of the foregoing.

"Immediate Family Member" means a child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of such director, executive officer or 5% Stockholder, and any person (other than a tenant or employee) sharing the household of such director, executive officer or 5% Stockholder.

III. Review and Approval of Related Party Transactions

The Audit Committee of the Board of Directors, or such other committee of the Board of Directors as the Board determines (the "Committee"), shall review periodically, but no less frequently than twice a year, for approval or ratification, a summary of the Company's Related Party Transactions, including the terms of the transactions, the business purpose of the transactions, and the benefits to the Company and to the relevant Related Party. In determining whether to approve or ratify a Related Party Transaction, the Committee will consider, among other factors, the following factors to the extent relevant to the Related Party Transaction:

- if the terms of the proposed transaction are at least as favorable to the Company as those that might be achieved with an unaffiliated third party;
- the size of the transaction and the amount of consideration payable to the Related Party;
- the nature of the interest of the Related Party;
- if the transaction may involve a conflict of interest; and
- if the transaction involves the provision of goods and services to the Company that are available from unaffiliated third parties.

A member of the Committee that has an interest in the transaction will abstain from voting on the decision to recommend approval or ratification of the transaction, but may participate in some or all of the discussion. Upon completion of its review of the transaction, the Committee may determine whether to permit or prohibit the Related Party Transaction.

A Related Party Transaction entered into without pre-approval of the Committee shall not be deemed to violate this Policy, or be invalid or unenforceable, so long as the transaction is brought to the attention of the Committee promptly after it is entered into or after it becomes reasonably apparent that the transaction is covered by this policy and is ratified by the Committee.

Adopted: September 23, 2024

TAB 7

MONROE FEDERAL BANCORP, INC.

PLAN OF DISCLOSURE CONTROLS AND PROCEDURES

It is the policy of Monroe Federal Bancorp, Inc. (the "Company") that all disclosures made by the Company to its stockholders and the investment community be accurate and complete in all material respects, fairly present the Company's consolidated financial condition and results of operations in all material respects, and shall be disclosed on a timely basis as required by applicable laws, regulations, and stock exchange listing requirements.

In accordance with Rule 13a-15 of the Securities Exchange Act of 1934 (the "1934 Act"), the Company hereby implements the following disclosure controls and procedures to ensure that (1) senior management (including the Company's Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO")) receives information on a timely basis regarding the Company's operations, financial position, transactions, events, trends and contingencies to allow appropriate and timely decisions regarding required disclosure, (2) the information required to be disclosed by the Company under the 1934 Act is recorded, processed, summarized and reported within the periods specified in the rules and forms of the Securities and Exchange Commission ("SEC") and (3) the Company's reports filed under the 1934 Act do not misstate or omit any material fact.

In discharging their responsibilities as set forth herein, the CEO and CFO shall have full access to the Company's books, records and personnel including its internal auditor and/or internal auditing firm (with such internal auditor and/or firm together referred to as the "internal auditor"), except with respect to performance reviews, internal investigations and similar confidential records with respect to the subject employees.

I. Initial Preparation of Periodic Reports

Promptly following the end of each of the Company's fiscal quarters, the Company's CEO and CFO shall meet to develop an internal time and responsibility schedule for the preparation of the required periodic report (Quarterly Report on Form 10-Q or Annual Report on Form 10-K) for the most recently completed period. Such time and responsibility schedule shall be in sufficient detail so that all sections of the relevant report are covered. When the subject time and responsibility schedule has been completed, the CEO or CFO shall inform the Company's independent public accountants, the Chair of the Audit Committee and the Company's SEC counsel of the estimated date when an initial draft of the subject report will be available for their review.

At the meeting referred to above, the participants shall discuss any new material developments known to them that they believe should be disclosed in the subject report and any new disclosure requirements known to them that they believe may materially affect the subject report. If appropriate, the CEO or CFO shall consult the Company's SEC counsel, the Company's independent public accountants or another outside expert to discuss each such new material development or requirement.

Promptly following the meeting set forth above, the CEO or CFO shall inform each department head that they shall disclose to the CFO within 25 days after the end of each fiscal quarter any new transactions, events, trends or contingencies involving their department that they believe may be material to the Company's operations, financial position or SEC Reports. If appropriate, such department heads may implement procedures within their departments to facilitate the identification of such transactions, events, trends or contingencies.

II. Meeting with Department Heads

At least 10 business days before the date of filing ("Filing Date") of any report containing financial statements with the SEC, the Company's CEO and CFO shall meet with the Company's lending officers in charge of residential and non-residential lending, the officers in charge of investments, savings and technology, to identify any new transactions, events, trends or contingencies that may be material to the Company's operations, financial position, allowance for credit losses or SEC Reports.

The CEO and CFO in consultation with the other persons at the meeting shall assess the need for further inquiry with respect to any material issues, transactions or trends identified at the meeting. The CEO and CFO are authorized and instructed to make any further inquiries they believe may be necessary or appropriate with respect to any such matters. Finally, if the Company has entered into a material transaction during the period (or there has been a material development during the period with respect to a transaction material to the Company), the CEO or CFO shall contact the counsel, if any, who represented the Company on such transaction to discuss the current status of such transaction.

III. Organizational Structure/Disclosure Checklist

The CEO and CFO shall work with the Company's department heads to develop a checklist of disclosure issues to be evaluated each quarter in preparing the Company's periodic reports. Such checklist should be keyed to the Company's organization structure so that every disclosure issue is addressed by at least one person who participates in the meeting with department heads described in Part II.

Individual department heads may wish to develop disclosure checklists to be used within their own departments. Such checklists and any material amendments thereto should be submitted, before their use, to the CEO and CFO for their review.

IV. Financial Statement and Periodic Report Review

As soon as practicable before any Filing Date, the CEO and CFO will review and discuss with the Company's independent public accountants (i) a current period draft summary consolidated balance sheet, income statement and cash flow statement and (ii) current period yield and cost, non-performing assets, loan delinquency and interest rate risk data in order to evaluate the disclosure proposed to be included in any SEC filing containing financial information. In addition, such persons will review the adequacy of the allowance for credit losses under accounting principles generally accepted in the United States.

The CEO and CFO will also provide a draft of the Company's periodic reports to be filed with the SEC to the Company's SEC counsel as soon as practicable in advance of the required filing date of such reports to help ensure timely and accurate disclosure of business, financial and management information in such reports. The CEO or CFO will review any disclosure-related questions raised by SEC counsel before the filing of the Company's periodic reports.

V. Quarterly Evaluation of Procedures

The CEO and the CFO will review the adequacy and effectiveness of the procedures set forth above as of the end of each fiscal quarter taking into account any changes in the Company's operations as well as in the general economic and regulatory environment.

Adopted: September 23, 2024

TAB 8

MONROE FEDERAL BANCORP, INC.
MONROE FEDERAL SAVINGS AND LOAN ASSOCIATION

NOMINATING AND GOVERNANCE COMMITTEE CHARTER

I. Joint Nominating and Governance Committee

The Board of Directors of Monroe Federal Bancorp, Inc. (the "Company") and the Board of Directors of Monroe Federal Savings and Loan Association (the "Association") have established a Joint Nominating and Governance Committee (the "Committee"). The Committee has adopted this Nominating and Governance Committee Charter to govern the operation of the Committee. References herein to the "Company" include Monroe Federal Bancorp, Inc. and, where applicable, the Association, and references herein to the "Board" shall include the Company's Board of Directors and the Association's Board of Directors.

II. Purpose

The primary objectives of the Committee are to assist the Board by: (1) identifying individuals qualified to become Board members and recommending a group of director nominees for election at each annual meeting of the Company's stockholders; (2) ensuring that the Audit, Compensation, and Nominating and Governance Committees of the Board have the benefit of qualified and experienced "independent" directors; and (3) developing and recommending to the Board a set of effective corporate governance policies and procedures applicable to the Company.

III. Organization

The Committee shall consist of two or more directors, each of whom shall satisfy the definition of independent director as defined in any qualitative listing requirements for Nasdaq Stock Market issuers and any applicable Securities and Exchange Commission rules and regulations. The members of the Committee and the Chair of the Committee will be elected by the Board on an annual basis. The Committee may form and delegate authority to subcommittees, when appropriate.

IV. Structure and Meetings

The Chair of the Committee will preside at each meeting and, in consultation with the other members of the Committee, will set the frequency and length of each meeting and the agenda of items to be addressed at each meeting. The Chair of the Committee shall ensure that the agenda for each meeting is circulated to each Committee member in advance of the meeting. The Committee shall keep written minutes of all meetings. A majority of the membership of the Committee shall constitute a quorum, and all actions of the Committee shall require the affirmative vote of a majority of the membership of the Committee.

V. Goals and Responsibilities

To fulfill its responsibilities and duties the Committee shall:

1. Develop and recommend to the Board Corporate Governance Principles applicable to the Company, and review and reassess the adequacy of such principles annually and recommend to the Board any changes deemed appropriate.

2. Develop policies on the size and composition of the Board.

3. Review possible candidates for Board membership and the re-election of existing directors, consistent with the Board's criteria for director nominees, and, in connection therewith, annually recommend a slate of nominees for the Boards of Directors of the Company, and recommend any directors to fill any vacancies that arise.

4. Advise the Board on corporate governance matters.

5. Advise the Board on (i) committee member qualifications, (ii) committee member appointments (including the chair of each committee) and removals, (iii) committee structure and operations (including any authority to delegate to subcommittees), and (iv) committee reporting to the Board.

6. Evaluate the removal of any director as necessary, using criteria required by the Company's governing documents, applicable law and regulatory guidance.

7. Maintain an orientation program for new directors and a continuing education program for all directors.

8. Review and reassess annually the adequacy of this Charter and recommend any proposed changes to the Board for approval.

The Committee shall perform any other activities consistent with this Charter, the Company's charter and bylaws and governing law and regulations, as the Committee or the Board deems appropriate.

VI. Performance Evaluation and Disclosure Obligations

The Committee shall conduct an annual performance evaluation of the Board. The evaluation shall be of the Board's contribution as a whole and specifically review areas in which the Board and/or management believes a better contribution could be made.

The Company shall post this Charter on its website.

VII. Committee Resources

The Committee shall have the authority to obtain advice and seek assistance from internal or external legal, accounting or other advisors. The Company shall provide appropriate funding to the Committee, as determined by the Committee, to compensate any such advisors.

Adopted: September 23, 2024

TAB 9

MONROE FEDERAL BANCORP, INC.

CORPORATE GOVERNANCE PRINCIPLES

These Corporate Governance Principles have been approved by the Board of Directors (the "Board") of Monroe Federal Bancorp, Inc. (the "Company") to promote the effective operation of the Board and to provide a framework for the conduct of the Company's business in accordance with the highest ethical standards and in a manner intended to enhance the long-term value of the Company.

A. Director Responsibilities

The basic responsibility of the members of the Board is to exercise their business judgment to act in what they reasonably believe to be the best interests of the Company and its stockholders and in a manner that they reasonably believe will comply with applicable federal and state laws. In discharging their obligation, directors should be entitled to rely on the honesty and integrity of the Company's senior executives and its outside advisors and auditors. Although ultimate authority resides in the Board, the Board delegates authority to management to pursue the Company's mission. Management, not the Board, is responsible for managing the day-to-day business and affairs of the Company.

In fulfilling its responsibilities, the Board, or a Committee duly delegated, performs the following principal functions:

- Ensuring legal and ethical conduct;
- Selecting, evaluating and compensating the Chief Executive Officer (the "CEO");
- Evaluating and compensating other members of management;
- Approving corporate strategy;
- Reviewing and approving policies for the operation of the Company;
- Providing general oversight of the business of the Company;
- Monitoring Board-established risk limits and the overall risk profile of the Company;
- Evaluating Board and Committee composition, processes and performance;
- Selecting directors; and
- Compensating directors.

B. Operations of the Board

Board Leadership. The Chair of the Board will be selected from the Board. If the CEO is chosen as chair, the Board may, but is not required to, select a lead independent director through a Board vote. If the Board selects a lead independent director, the lead independent director will preside over executive sessions and other areas where independent directors have responsibility. If the Board does not select a lead independent director, then the independent directors shall choose a director to preside over executive sessions and other areas where independent directors have responsibility. The Chair shall preside at all meetings of the Board, ensure the proper flow of information to the Board, and review the adequacy and timing of documentary material in support of agenda items; ensure adequate lead time for effective study and discussion of business under consideration; and carry out other duties as requested by the Board as a whole. Either the Chair or the CEO will preside at meetings of the Company's stockholders.

Board Composition. The Board currently has seven (7) members. The Board shall have no fewer members than is required by state and federal regulations as in effect at any given time. A majority of the members of the Board shall be independent directors under applicable Nasdaq Stock Market listing standards. No person may serve on the Board who does not satisfy the qualification requirements set forth in the Company's Bylaws, including the age limitation provision.

Term Limits. The Board does not believe it should establish term limits. Although term limits help ensure that there are fresh ideas and viewpoints available to the Board, they have the disadvantage of losing the contribution of directors who have been able to develop, over a period of time, increasing insight into the Company and its operations. As an alternative to term limits, each director will be evaluated every three years for continuation on the Board.

Conflicts. No director may serve on the board of another financial institution or its holding company, or any public company's board, unless such service is approved by the Board and does not violate applicable banking regulations. Directors should advise the Chair of the Board in advance of accepting an invitation to serve on the board of another financial institution, or its holding company, or any public company. Because of the increased time commitment involved in serving on boards of public companies, the Board believes that membership on the board of more than two other public companies would be inappropriate for a director of the Company and requires that directors receive Board approval before accepting a nomination for election as a director of more than two other public companies.

Board Selection. The Board of Directors shall be responsible for establishing criteria and the appropriate processes for the selection of nominees for the Board, including a policy regarding stockholder recommendation of nominees. New directors should be provided the opportunity to participate in a director orientation program.

Board Meetings. Directors are expected to attend Board meetings and meetings of committees on which they serve. Directors are expected to spend the time needed and meet as frequently as necessary to properly discharge their responsibilities. The Board expects that information and data distributed in writing to members before meetings should be reviewed in advance of the meeting.

Agendas. The Chair and CEO, with input from the lead independent director, if any, will set the annual schedule of Board meetings. The Chair and CEO (with input from the lead independent director, if any) will establish the agenda for each Board meeting. Each Board member is free to suggest, in a timely manner, the inclusion of items on the agenda.

Executive Sessions. The independent directors will meet in regularly scheduled executive sessions at least two times a year.

Strategic Planning. The Board will review the Company's long-term strategic plans during at least one Board meeting each year. At this meeting, the Board will meet with the Company's executive management team to review the Company's business plans and discuss corporate strategy. More frequent meetings and discussions as deemed necessary or appropriate may be had with respect to strategic planning and related matters.

Representing the Company. The Board believes that it is appropriate that management speak and act on behalf of the Company. Individual Board members do not speak or act on behalf of the Company, absent the written approval of the Board or of the CEO.

C. Board Committees

The Board will have at all times an Audit Committee, Compensation Committee, and Nominating and Governance Committee. Each member of the three committees shall be independent, and each committee shall consist of no less than three members. The Board may, from time to time, establish or maintain additional committees as deemed necessary or appropriate.

The Board of Directors shall appoint the initial members of each committee. Thereafter, at least annually, the Board of Directors shall review the composition of each committee for approval. The Board does not have a firm policy mandating rotation of committee assignments, since special knowledge or experience may mitigate in favor of a particular director serving for an extended period of time. The committee charters adopted by the Board will set forth the purposes, goals and responsibilities of the committees as well as committee structure and operations and committee reporting to the Board. Committee meetings will be scheduled by each committee as appropriate to meet its responsibilities.

The Chair of each committee shall preside at each committee meeting and shall regularly report to the Board as to the committee's activities and recommendations. In consultation with the appropriate members of the committee and management, the committee chair will develop each committee's agenda.

The committees shall periodically report to the Board on their actions and shall prepare written minutes of each committee meeting, which minutes shall be provided to the Board.

D. Director Access to Officers and Employees

Directors shall have complete and open access to officers and employees of the Company. Any meetings or contacts that a director wishes to initiate should be coordinated through the CEO, unless it is inappropriate in the circumstance to do so.

E. Director Compensation

At least annually, the Compensation Committee and/or the Board of Directors will review and consider the appropriateness of the form and amount of director compensation with a view toward attracting and retaining qualified directors. The review will consider the extent to which the Company's common stock should be a component of director compensation. The Board of Directors will also make determinations on stock ownership guidelines for directors.

F. Director Orientation and Continuing Education

All new directors should be provided the opportunity to participate in a director orientation program, which should be conducted as soon as practicable after the meeting at which a new director is elected. This orientation will include presentations by senior management, and if considered appropriate, Company counsel, to familiarize a new director with the Company's strategic plans, its significant financial, accounting and risk management issues, its compliance programs, its Code of Ethics, any conflict of interests policy and other applicable policies and procedures, its principal officers, and its internal and independent auditors. All other directors are also invited to attend the director orientation program.

All directors are encouraged to participate in continuing education programs throughout the year, including programs addressing legal, financial, regulatory and industry-specific topics, including programs sponsored by nationally recognized educational organizations not affiliated with the Company.

G. CEO Evaluation, Executive Compensation and Management Succession

Formal Evaluation of the CEO. The Board of Directors will conduct an annual review of the CEO's performance and establish the salary, bonus and other benefits of the CEO. The Board of Directors will conduct its analysis and conclusions to ensure that the CEO is providing the best leadership for the Company in the long- and short-term and that CEO compensation is appropriate. The evaluation should be based on objective criteria, including the financial performance of the Company and the qualitative performance of the CEO.

Evaluation and Compensation of Executive Management. At the beginning of each year, the CEO shall review with the Board of Directors the performance goals of the other members of executive management, and upon conclusion of each year, the CEO shall review with the Board of Directors the extent to which these officers have accomplished their previously determined goals. In consultation with the CEO, the Board of Directors shall evaluate the performance of the other members of executive management to determine the appropriate levels of compensation for such other management in terms of salary, bonus and other benefits.

Succession Planning and Management Development. The Board of Directors shall coordinate with the CEO to designate an emergency successor who could assume the CEO position if the CEO is unexpectedly unavailable for service, updating this designation as appropriate. There should also be a formalized process governing long-term management development. The CEO should report to the Board of Directors annually about the

development of senior management personnel and succession planning, which shall be approved by the Board.

H. Annual Performance Evaluation

The Board and the Audit Committee will each conduct an annual self-evaluation to determine whether it and its committees are functioning effectively. The assessment of the Board's and the committee's performance will be discussed annually by the Board. The assessment should specifically address weaknesses in Board or committee structure and propose actions to be taken to correct them.

I. Confidentiality

All directors, as well as persons attending Board or committee meetings, *must* maintain absolute confidentiality regarding Board and committee discussions and decisions. Violations of this confidentiality obligation may constitute grounds for the removal of a Board member or employee for cause.

J. Codes of Conduct

The Company will at all times maintain a Code of Ethics for its directors, officers and employees. The Board of Directors will approve and periodically review a code of ethics for senior executive officers, and the Audit Committee will be responsible for establishing a procedure for handling complaints and for addressing violations of the code of ethics. The Codes of Ethics, and all amendments to and waivers, shall be approved by the Board, or, subject to applicable law by a committee thereof pursuant to authority delegated in such committee's charter. As appropriate, any existing code of ethics, conflicts of interest policy or similar policy of the Association may satisfy all or part of this requirement.

K. Secretary

Minutes of each Board meeting and committee meeting will be compiled by the Company's Secretary who shall act as Secretary to the Board and each committee, or in the absence of the Secretary, by any other person designated by the Chair of the Board, or by a committee, as the case may be.

Adopted: September 23, 2024

TAB 10

MONROE FEDERAL BANCORP, INC.

CRITERIA FOR DIRECTOR NOMINEES

The Board of Directors of Monroe Federal Bancorp, Inc. (the "Company") is charged with several duties and responsibilities relating to director nominations, including considering criteria for identifying and selecting individuals who may be nominated for election to the Board of Directors. In connection with fulfilling such duties and responsibilities, the Board of Directors is hereby setting forth the following criteria the Board of Directors will consider when it considers individuals to be nominated for election to the Board of Directors.

Eligibility Requirements

A candidate must meet the eligibility requirements set forth in the Company's Bylaws. A candidate also must meet any qualification requirements set forth in any applicable policies or governing documents of the Board of Directors and, if such candidate is intended to serve on any committee, of such committee.

Selection Considerations

If the candidate is deemed eligible for election to the Board of Directors, the Board of Directors will consider the following criteria in selecting nominees for recommendation.

- ***Contribution to Board*** – The Company endeavors to maintain a Board of Directors that possesses a wide range of abilities. Thus, the Nominating and Governance Committee (the "Committee") will assess the extent to which the candidate would contribute to the range of talent, skill and expertise appropriate for the Board of Directors.

- ***Experience*** – The Company is the holding company for an insured depository institution. Because of the complex and heavily regulated nature of the Company's business, the Committee will consider a candidate's relevant financial, regulatory and business experience and skills, including the candidate's knowledge of the banking and financial services industries, familiarity with the operations of public companies and ability to read and understand fundamental financial statements, as well as real estate and legal experience.

- ***Familiarity with and Participation in Local Community*** – The Company is a community-orientated organization that serves the needs of local consumers and businesses. In connection with the local character of the Company's business, the Committee will consider a candidate's familiarity with the Company's market area (or a portion thereof), including without limitation the candidate's contacts with and knowledge of local businesses operating in the Company's market area, knowledge of the local real estate markets and real estate professionals, experience with local governments and agencies and political activities, and participation in local business, civic, charitable or religious organizations.

- ***Integrity*** – Due to the nature of the financial services provided by the Company and its subsidiaries, the Company is in a special position of trust with respect to its customers. Accordingly, the integrity of the Board of Directors is of utmost importance to developing and maintaining customer relationships. In connection with upholding that trust, the Committee will consider a candidate's personal and professional integrity, honesty and reputation, including, without limitation, whether a candidate or any entity controlled by the candidate is or has in the past been subject to any regulatory orders, involved in any regulatory or legal action, or been accused or convicted of a violation of law, even if such issue would not result in disqualification for service under the Company's Bylaws.

- ***Stockholder Interests and Dedication*** – A basic responsibility of directors is the exercise of their business judgment to act in what they reasonably believe to be in the best long-term interests of the Company and its stockholders. In connection with such obligation, the Committee will consider a candidate's ability to represent the best long-term interests of the Company and its stockholders, including past service with the Company or Monroe Federal Savings and Loan Association and contributions to their operations, the candidate's experience or involvement with other local financial services companies, the potential for conflicts of interests with the candidate's other pursuits, and the candidate's ability to devote sufficient time and energy to diligently perform his or her duties, including the candidate's ability to personally attend board and committee meetings.

- ***Independence*** – The Committee will consider the absence or presence of material relationships between a candidate and the Company (including those set forth in applicable listing standards) that might impact objectivity and independence of thought and judgment. In addition, the Committee will consider the candidate's ability to serve on any Board committees that are subject to additional regulatory requirements (e.g., SEC regulations and applicable listing standards). If the Company should adopt independence standards other than those set forth in the Nasdaq Stock Market listing standards, the Committee will consider the candidate's potential independence under such other standards.

- ***Diversity*** – The Company understands the importance and value of diversity in gender, age, background and ethnicity on the Board of Directors and will consider these attributes when considering highly qualified individuals to include in the pool from which candidates are chosen.

- ***Equity Holdings*** – The Committee believes that having a proprietary interest in the Company serves as an incentive to contribute to the success of the Company and to help increase shareholder value. Thus, the Committee will consider a candidate's equity holdings in the Company.

- ***Additional Factors*** – The Committee will also consider any other factors it deems relevant to a candidate's nomination that are consistent with the Company's

policies and strategic plan and the Board of Directors' goal of promoting the long-term success of the Company and providing value to its stockholders. The Committee also may consider the current composition and size of the Board of Directors, the balance of management and independent directors, and the need for audit committee expertise.

The Board of Directors may weigh the criteria differently in different situations, depending on the composition of the Board of Directors at the time. The Board of Directors will use its best efforts to maintain at least one independent director who meets the definition of "audit committee financial expert" under SEC regulations. The Board of Directors will take into account, when assessing the composition of the Board of Directors, the following:

- the effectiveness of the existing Board of Directors and any additional qualifications that may be required when selecting new directors;
- the requisite expertise and sufficiently diverse business and other backgrounds of the Board of Directors' overall membership composition; and
- the number of independent outside directors and other possible conflicts of interest of existing and potential members of the Board of Directors.

Re-Election of Directors

The Board of Directors intends to identify potential nominees by first evaluating the incumbent members of the Board of Directors willing to continue in service. Incumbent members of the Board of Directors with skills and experience that are relevant to the Company's business and who are willing to continue in service are considered for re-nomination. Before recommending an incumbent director for nomination for re-election to the Board of Directors, the Board of Directors shall consider and review the incumbent director's:

- attendance and performance at Board of Director and committee meetings;
- length of service on the Board of Directors and any applicable committees;
- experience, skills and contributions that the existing director brings to the Company, the Board of Directors and any applicable committees; and
- independence.

Adopted: September 23, 2024

TAB 11

MONROE FEDERAL BANCORP, INC.

STOCKHOLDER NOMINATIONS AND COMMUNICATION POLICY

Recommendations for Nominations by Stockholders. The Board of Directors of Monroe Federal Bancorp, Inc. (the "Company") will consider candidates for Director recommended by a stockholder in accordance with the policy and procedures outlined below.

In reviewing a candidate recommended by a stockholder, the Board of Directors will apply the criteria for candidates generally utilized by the Board of Directors from time to time, and will consider the additional information referred to below. Stockholders wishing to suggest a candidate for director should write to the Company's Secretary and must include:

- A statement that the writer is a stockholder and is proposing a candidate for consideration by the Board of Directors;
- The name and address of the stockholder as they appear on the Company's books, and of the beneficial owner, if any, on whose behalf the nomination is made;
- The class or series and number of shares of the Company's capital stock that are owned beneficially or of record by such stockholder and such beneficial owner;
- A description of all arrangements or understandings between such stockholder and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are to be made by such stockholder;
- A representation that such stockholder intends to appear in person or by proxy at the meeting to nominate the nominee named in the stockholder's notice;
- The name, age, personal and business address of the candidate, and the principal occupation or employment of the candidate;
- The candidate's written consent to serve as a director;
- A statement of the candidate's business and educational experience and all other information relating to such person that would indicate such person's qualification to serve on the Company's Board of Directors; and
- Such other information regarding the candidate or the stockholder as would be required to be included in the Company's proxy statement pursuant to SEC Regulation 14A.

To be timely, the submission of a candidate for Director by a stockholder must be received by the Secretary at least 60 days before the anniversary date of the immediately preceding annual meeting of stockholders.

It is important to distinguish between the recommendations of nominees by stockholders pursuant to this policy from a nomination (whether by proxy solicitation or in person at a

meeting) by a stockholder. Stockholders have certain rights under applicable law with respect to nominations, and any such nominations must comply with applicable law and provisions of the Company's Bylaws.

The Board of Directors intends to identify nominees by first evaluating the current members of the Board of Directors willing to continue in service under existing Company policies. Incumbent members of the Board with skills and experience that are relevant to the Company's business, and who are willing to continue in service, will be considered for re-nomination. Accordingly, the Board of Directors may choose not to consider an unsolicited recommendation if no vacancy exists on the Board and the Board does not perceive a need to increase the size, or change the composition, of the Board.

Communications with Directors. A Company stockholder who wants to communicate with the Board or with any individual director should write to:

Monroe Federal Bancorp, Inc.
Attention: Board of Directors
24 East Main Street
Tipp City, OH 45371

The letter should indicate that the author is a Company stockholder and if shares are not held of record, should include appropriate evidence of stock ownership. Depending on the subject matter, the Secretary will:

- Forward the communication to the director or directors to whom it is addressed;
- Attempt to handle the inquiry directly (for example, where it is a request for information about the Company or it is a stock-related matter); or
- Not forward the communication if it is primarily commercial in nature, relates to an improper or irrelevant topic, or is unduly hostile, threatening, illegal or otherwise inappropriate.

At each Board of Directors meeting, the Secretary shall present a summary of all communications received since the last meeting that were not forwarded and make those communications available to the directors on request.

Adopted: September 23, 2024

TAB 12

MONROE FEDERAL BANCORP, INC.
MONROE FEDERAL SAVINGS AND LOAN ASSOCIATION

COMPENSATION COMMITTEE CHARTER

I. Joint Compensation Committee

The Board of Directors of Monroe Federal Bancorp, Inc. and of Monroe Federal Savings and Loan Association (the "Association") have each established a Compensation Committee and the Board of Directors. Each Compensation Committee (collectively, the "Committee") has adopted this Compensation Committee Charter to govern the operation of the Committee. References herein to the "Company" include Monroe Federal Bancorp, Inc. and, where applicable, the Association, and references herein to the "Board" shall include the Company's Board of Directors and the Association's Board of Directors.

II. Purpose

The Committee is responsible for human resource policies, salaries and benefits, incentive compensation, executive development and management succession planning.

III. Organization

The Committee shall consist of two or more directors, each of whom shall satisfy the definition of independent director as defined in any qualitative listing requirements for Nasdaq Stock Market issuers and any applicable Securities and Exchange Commission rules and regulations. The members of the Committee and the Chair of the Committee will be elected by the Board on an annual basis. The Chief Executive Officer (the "CEO") will meet often with the Committee, but the CEO will not serve as a member of the Committee. The Committee may form and delegate authority to subcommittees when appropriate.

IV. Structure and Meetings

The Committee shall meet at least annually, or more frequently as circumstances dictate. The Chair of the Committee will preside at each meeting and, in consultation with the other members of the Committee, will set the frequency and length of each meeting and the agenda of items to be addressed at each meeting. The Chair of the Committee shall ensure that the agenda for each meeting is circulated to each Committee member in advance of the meeting. The Committee shall keep written minutes of all meetings. A majority of the membership of the Committee shall constitute a quorum, and all actions of the Committee shall require the affirmative vote of a majority of the membership of the Committee.

V. Goals and Responsibilities

In carrying out its responsibilities the Committee shall:

1. Develop and maintain an executive compensation policy that creates a direct relationship between pay levels and corporate performance and returns to

shareholders. The Committee shall monitor the results of such policy to assure that the compensation payable to the Company's executive officers provides overall competitive pay levels, creates proper incentives to enhance shareholder value, rewards superior performance, and is justified by the returns available to shareholders.

2. Oversee the compensation strategy of the Company to ensure that current pay practices are equitable to changing economics and circumstances.

3. Approve compensation and benefit plans, which may include amendments to existing plans, cash- and equity-based incentive compensation plans, and non-qualified deferred compensation and retirement plans.

4. Review and approve all salary grade ranges.

5. Oversee the administration of the Company's benefit programs, including retirement programs, medical plans, insurance plans, education plans and employee assistance plans.

6. Review and approve corporate human resources policies.

7. Establish annually subjective and objective criteria to serve as the basis for the CEO's compensation and shall evaluate the CEO's performance in light of those criteria and determine, or recommend to the Board of Directors, the CEO's compensation based on that evaluation. The CEO shall not be present during voting or deliberations on their compensation.

8. Establish annually subjective and objective criteria to serve as the basis for the other executive officers' compensation, to evaluate the other executive officers' performance in light of those criteria and to determine the other executive officers' compensation based on that evaluation. The Committee shall consult with the CEO with respect to the compensation of other executive officers.

9. Approve grants of stock options, restricted stock, performance shares, stock appreciation rights, and other equity-based incentives to the extent provided under any equity-based compensation plans established by the Company. The Committee may delegate to the CEO all or part of the Committee's authority and duties with respect to grants and awards to individuals who are not subject to the reporting requirements and other provisions of Section 16 of the Securities Exchange Act of 1934 as in effect from time to time.

10. Periodically review and make recommendations to the Board regarding the compensation of non-employee directors.

11. Provide, over the names of the Committee members, the required Compensation Committee report for the Company's annual meeting proxy statement.

12. Review and reassess annually the adequacy of this Charter and recommend any proposed changes to the Board for approval.

VI. Performance Evaluations and Disclosure Obligations

The Chair of the Committee shall discuss the Committee's performance with each member of the Committee, following which discussions the Chair shall lead the Committee in an annual evaluation of its performance.

The Company shall post this Charter on its website.

VII. Committee Resources

The Committee shall have the authority to obtain advice and seek assistance from internal or external legal advisors, compensation consultants or other advisors. The Committee shall have available to it such support personnel, including management staff, outside auditors, attorneys and consultants as it deems necessary to discharge its responsibilities. The Committee shall have the sole authority to retain and terminate any compensation consultant used to assist the Committee in evaluating executive compensation, including sole authority to approve such consultant's fees and other retention terms. The Committee shall be directly responsible for the appointment, compensation and oversight of the work of any compensation consultant, legal advisor or other advisors retained by the Committee. The Company shall provide the Committee with appropriate funding, as determined by the Committee, to compensate any compensation consultant, legal advisor or other advisor retained by the Committee.

Adopted: September 23, 2024

TAB 13

MONROE FEDERAL BANCORP, INC.

CODE OF ETHICS FOR SENIOR OFFICERS

It is the policy of Monroe Federal Bancorp, Inc. (the "Company") that its Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer/Controller (collectively referred to herein as the "Senior Officers") adhere to and advocate the following principles governing their professional and ethical conduct in the fulfillment of their responsibilities:

1. Act with honesty and integrity, avoiding actual or apparent conflicts between his or her personal, private interests and the interests of the Company, including receiving improper personal benefits as a result of his or her position.

2. Perform responsibilities with a view to causing periodic reports and other documents filed with the Securities and Exchange Commission and other public communications to contain information that is full, fair, accurate, timely and understandable.

3. Comply with laws of federal, state, and local governments applicable to the Company, and the rules and regulations of regulatory agencies having jurisdiction over the Company.

4. Promptly report violations or suspected violations of this Code of Ethics to the Chair of the Audit Committee or, if a violation involves any member of the Audit Committee, to outside counsel.

5. Act in good faith, responsibly, with due care, and diligence, without misrepresenting or omitting material facts or allowing independent judgment to be compromised.

6. Respect the confidentiality of information acquired in the course of the performance of his or her responsibilities, except when authorized or otherwise legally obligated to disclose, and refrain from using confidential information acquired in the course of the performance of his or her responsibilities for personal advantage.

7. Proactively promote ethical behavior among subordinates and peers.

8. Use corporate assets and resources employed or entrusted in a responsible manner.

9. Not use corporate information, corporate assets, corporate opportunities or one's position with the Company for personal gain.

10. Not compete directly or indirectly with the Company.

11. Advance the Company's legitimate interests when the opportunity arises.

It is also the policy of the Company that the Senior Officers who serve as the senior officers of the Company's wholly-owned subsidiary, Monroe Federal Savings and Loan Association (the "Association"), must comply with this Code of Ethics as well as any code of ethics and conflicts of interest policy of the Association as in effect from time to time.

The Audit Committee of the Board of Directors shall have the power to monitor, make determinations, and recommend action to the Board with respect to violations of this Code of Ethics, with the intention of holding the persons governed by this Code of Ethics accountable for adherence hereto. Any waivers of this Code of Ethics may only be made by the Board of Directors and must be promptly disclosed to the Company's stockholders in accordance with applicable laws and regulations. Waivers should not be granted except under extraordinary or special circumstances. Amendments to this Code of Ethics may only be made by the Board of Directors and must be promptly disclosed to the Company's stockholders in accordance with applicable laws and regulations.

Adopted: September 23, 2024

TAB 14

MONROE FEDERAL BANCORP, INC.
AND
MONROE FEDERAL SAVINGS AND LOAN ASSOCIATION

Code of Ethics and Business Conduct

This Code of Ethics and Business Conduct (the "Code") represents an overview of the corporate policies that should govern the actions of all employees, officers and directors of Monroe Federal Bancorp, Inc. and its subsidiaries, including Monroe Federal Savings and Loan Association (collectively, the "Company"). It is not a replacement for policies and procedures that address the specifics of our business or which may impose stricter or more detailed requirements. No code of conduct can cover every potential situation. The Code is designed to provide written standards to promote honest and ethical conduct, compliance with law and a vehicle for prompt internal reporting and accountability to assume adherence to the Code. It is, therefore, your responsibility to apply the principles set forth in this Code in a responsible fashion and with the exercise of good business judgment.

Certain parts of this Code may apply specifically to "executive officers." Executive officer means a member of the Company's or its subsidiaries' management so designated by resolution of the Board of Directors.

The policies and procedures contained in this Code do not constitute a legal contract and may be changed, modified or discontinued from time to time without notice (except as required by law) and in the sole discretion of the Company. Failure to adhere to these policies and procedures may result in disciplinary action up to and including dismissal.

Except as otherwise provided by written agreement or applicable law, persons employed by the Company or its subsidiaries are employed at will and the Company reserves the right to take employment action, including termination, at any time for any reason without notice.

TABLE OF CONTENTS

NOTE: *Throughout the Code of Ethics and Business Conduct, the term "Company" refers to Monroe Federal Bancorp, Inc. and/or any subsidiaries in which an employee works (including Monroe Federal Savings and Loan Association), depending on context.*

FINANCIAL POLICIES

Use of Company Assets

The Company's assets are to be used exclusively in the pursuit of the Company's business except for minimal personal use authorized by your supervisor in accordance with other Company policies. The Company's assets include equipment, facilities, supplies, services such as telephones and computer networks, and the time and efforts of its employees. You should not use Company assets for personal gain or convenience, or make Company assets available for the gain or convenience of anyone else, or for any purpose other than conducting the Company's business unless you have management authorization to do so.

Authority to Make Commitments

Only specific employees are authorized to make financial or other commitments on behalf of the Company. Commitments might be such things as approving a loan or other extension of credit, ordering equipment or materials, authorizing business travel, approving payment of an invoice or expense report, authorizing budgets or budget overruns, signing leases or other contracts, selling Company assets, settling litigation or other claims, borrowing money, setting compensation or employee benefits, making charitable contributions and other transactions. These authorizations are in writing and are governed by corporate policies. You should not make a Company commitment unless you have the authority to do so.

Bribes and Other Illegal Corporate Payments

The use of Company funds for payments to any individual, company or organization for the purpose of obtaining favorable treatment in securing business or other special considerations is prohibited. This policy does not prohibit normal and customary business expenses such as reasonable entertainment, trade organization dues or similar expenses that are allowed by applicable Company policies, which must be properly reported on an appropriate expense report form.

Relations with Government Employees

The U.S. government has various regulations prohibiting government personnel from accepting entertainment, gifts, gratuities or other business courtesies that may be acceptable in the private commercial sector. All Company employees who may have to make these sorts of judgments must understand and comply with the letter and intent of such regulations.

Integrity of Records and Reports

The Company's accounting records are relied upon to produce reports to the Company's management, shareholders, government agencies and others. All Company accounting records and reports produced from those records shall be kept and presented in a timely fashion and in accordance with the laws of each applicable jurisdiction. Such records and reports must accurately and fairly reflect in reasonable detail the Company's assets, liabilities, revenues and expenses.

Responsibility for accurate and complete financial records does not rest solely with the Company's accounting employees. All employees involved in approving transactions, supplying supporting

information for transactions and determining account classifications have responsibility for complying with our policies.

Reports to Management

The same high standards required in the Company's external reporting apply to financial reports to management. Accruals and estimates included in internal reports (such as business plans, budgets and forecasts) shall be supported by appropriate documentation and based on good-faith judgment.

Payments and Disbursements

All payments made by or on behalf of the Company must be documented in the accounting records with appropriate approval(s) and an adequate description of the business purpose of the disbursement.

Cash Deposits and Bank Accounts

All cash received by the Company shall be promptly recorded in the accounting records and deposited in a bank account properly authorized by the Company. All bank accounts and other cash accounts shall be clearly and accurately recorded in the accounting records. No unrecorded accounts, funds or assets shall be established for any purpose.

Cooperation with Inquiries

Employees shall provide complete and accurate information in response to inquiries from the Company's internal auditor and outside independent registered public accountants as well as the Company's legal counsel.

POLITICAL CONTRIBUTIONS AND ACTIVITIES

No Company funds or assets, including the work time of any employee, may be contributed, loaned or made available, directly or indirectly, to any political party or to the campaign of any candidate for a local, state or federal office.

CONFLICTS OF INTEREST

You must carry out your professional responsibilities with integrity and with a sense of loyalty to the Company. You must avoid any situation that involves a possible conflict or an appearance of a conflict of interest between your personal interests and the interests of the Company. Knowingly acting in a manner that presents a conflict between your personal interests and the Company's best interests is a violation of this Code.

A conflict of interest cannot be defined precisely, only illustrated. The basic factor that exists in all conflict situations is a division of loyalty between the Company's best interests and the personal interest of the individual. Many, but not all, conflict situations arise from personal loyalties or personal financial dealings. It is impossible to list every circumstance giving rise to a possible conflict of interest, but the following illustrates the types of situations that may cause conflicts.

Family Members

A conflict of interest may exist when the Company does business with or competes with an organization in which a family member has an ownership or employment interest. "Family members" include a spouse, parents, children, siblings and in-laws. You may not conduct business on behalf of the Company with family members or an organization with which you or a family member is associated unless you receive prior written approval under this Code.

Ownership in Other Businesses

You cannot own, directly or indirectly, a significant financial interest in any business entity that does business with or is in competition with the Company unless you receive prior written approval under this Code. As a guide, "a significant financial interest" is defined as ownership by an employee and/or family members of more than 1% of the outstanding securities/capital value of a corporation or that represents more than 5% of the total assets of the employee and/or family members.

Outside Employment

Employees must keep outside business activities, such as a second job or self-employment, completely separate from the employee's activities with the Company. Employees may not use Company assets, facilities, materials, or services of other employees for outside activities unless specifically authorized by the Company, such as for certain volunteer work.

Disclosure Required – *When in Doubt, Ask!*

You should avoid any actual or apparent conflict of interest. Conflicts can arise unexpectedly and prompt disclosure is *critically important*. Employees must disclose existing or emerging conflicts of interest (including personal relationships that could reasonably be considered to create conflicts) to their manager and follow the guidance provided. Executive officers and directors must disclose existing or emerging conflicts of interest to the Chief Executive Officer.

ACCEPTING GIFTS AND GRATUITIES

Accepting Things of Value

Except as provided below, you may not solicit or accept for yourself or for a third party anything of value from anyone in return for any business, service or confidential information of the Company. Things of value include gifts, meals, favors, services and entertainment. The purpose of this policy is to ensure that the Company's business is safeguarded from undue influence of bribery and personal favors.

The solicitation and acceptance of things of value is generally prohibited by the Bank Bribery Act. Violations may be punished by fines and imprisonment.

Permitted Transactions

The following transactions are permitted and will be considered as exceptions to the general prohibition against accepting things of value:

- Acceptance of gifts, gratuities, amenities or favors based on family or personal relationships when the circumstances make clear that it is those relationships, rather than the business of the Company, which are the motivating factors;

- Acceptance of meals, refreshments, travel arrangements, accommodations or entertainment, all of a reasonable value, in the course of a meeting or other occasion, the purpose of which is to hold bona fide business discussions or to foster better business relations, provided that the expense would be paid for by the Company as a reasonable business expense if not paid for by another party;

- Acceptance of advertising or promotional material of reasonable value, such as pens, pencils, note pads, key chains, calendars and similar items;

- Acceptance of discounts or rebates on merchandise or services that do not exceed those available to other customers;

- Acceptance of gifts of reasonable value related to commonly recognized events or occasions, such as a promotion, new job, wedding, retirement, birthday or holiday; or

- Acceptance of civic, charitable, education or religious organizational awards for recognition of service and accomplishment.

Other Transactions

If you are offered or receive something of value beyond what is permitted in this Code, you must obtain prior approval before you may accept or keep it. Transactions other than those described above may be approved so long as approval is consistent with the Bank Bribery Act. If you are at all uncertain as to whether you may accept something of value, do not hesitate to ask.

CORPORATE OPPORTUNITIES

Directors and officers of the Company stand in a fiduciary relationship to the Company. It is a breach of this duty for any such person to take advantage of a business opportunity for his or her own personal profit or benefit when the opportunity is within the corporate powers of the Company and when the opportunity is of present or potential practical advantage to the Company, unless the Board of Directors knowingly elects not to avail itself of such opportunity and the director's or officer's participation is approved in advance by the Board. It is the policy of the Company that no director or executive officer of the Company will appropriate a corporate opportunity without the consent of the Board of Directors.

EQUAL EMPLOYMENT OPPORTUNITY, HARASSMENT AND SEXUAL HARASSMENT

Equal Employment Opportunity

It is the policy of the Company to provide equal employment opportunity in full compliance with all federal, state and local equal employment opportunity laws and regulations.

Harassment Prohibited

The Company is committed to providing a work environment where all employees work free from harassment because of race, color, religion, age, gender, sexual orientation, national origin, disability or any characteristic protected by applicable law. The Company will not tolerate harassment by employees, supervisors, customers or others.

Our policy is essentially based on common sense: all employees should treat each other with respect and courtesy. Harassment in any form – including verbal and physical conduct, visual displays, threats, demands and retaliation – is prohibited.

What Constitutes Sexual Harassment

The Equal Employment Opportunity Commission has guidelines that define sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or used as the basis for employment decisions affecting such individual; or

- Such conduct creates an intimidating, hostile or offensive working environment.

Sexual harassment can involve either a tangible employment action or a hostile work environment. Sexual harassment includes more than overt physical or verbal intimidation. Lewd or vulgar remarks, suggestive comments, posters, pictures and calendars, pressure for dates and sexual favors, and unacceptable physical contact are examples of what can constitute harassment.

It is important to realize that what may not be offensive to you *may* be offensive to others. You should carefully consider the effect of your words and actions on others, and should not assume that another employee's failure to object means that the employee welcomes the behavior at issue.

The Company as a general matter does not seek to regulate the private social behavior of employees. However, intimate relationships between supervisors and employees whom they directly supervise are discouraged. Because of the undesirable workplace repercussions that they may have, any such ongoing relationship should be disclosed to the supervisor's department head. All employees should understand that no one at the Company has the authority to offer job benefits or threaten job disadvantages based on the provision of sexual favors.

Sexual harassment also can occur among co-workers or result from behavior by contractors or other non-employees who have reason to interact with Company employees. Our policy extends to these circumstances as well.

Obligation to Report

Any employee who has reason to believe that he/she is being harassed must promptly report the harassment. The official procedure for reporting violations or suspected violations of this policy is located below in this Code under the Heading "How to Report a Violation." Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation.

Investigations

As set forth below under "Administration of the Code of Ethics and Business Conduct," the Company will promptly investigate allegations of harassment and, to the extent possible, conduct such investigations confidentially. Any employee who is found to have violated this policy is subject to discipline or discharge.

No Retaliation

The Company will not tolerate retaliation in any form against an employee who has, in good faith, reported an incident of harassment, and employees should not fear that such a report will endanger his/her job.

ILLEGAL AND IMPAIRING SUBSTANCES

You may not possess, use, sell, distribute or be under the influence of illegal drugs while on Company property or while conducting Company business anywhere. Such behavior is a violation of Company policy in addition to being a violation of the law.

When reporting for work and throughout the work day, you must be fit for duty at all times and, in particular, not pose a safety hazard to yourself or others through your use of alcohol or other legal, but impairing, substances.

WORKPLACE VIOLENCE

The Company expressly prohibits any acts of violence or threats of violence by any Company employee against any other person in or about Company facilities or in connection with the conduct of Company business elsewhere at any time.

You are prohibited from possessing firearms while on Company property or while conducting Company business anywhere at any time unless authorized by the Company.

MARKETING PRACTICES AND ANTITRUST

Marketing Practices

The Company's products and services must be sold fairly and honestly. You should not attempt to take advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair practice. Many of the products and services provided by the Company are subject to laws and regulations that specify the information that must be provided to the Company's customers. It is the policy of the Company to comply fully with these disclosure requirements.

Antitrust

The antitrust laws are intended to foster free and open competition and it is important that the Company comply with the letter and the spirit of such laws. Agreements that reduce business competition are a core concern of the antitrust laws and violations may result in severe civil and

criminal penalties to the Company and to individuals. Antitrust laws pertain to dealings with customers and suppliers as well as competitors.

In some cases, depending on the circumstances, the antitrust laws prohibit discussions among competitors about competitively sensitive subjects. The most serious antitrust violations are agreements among competitors that directly restrict competition among them.

These include agreements:

- To raise, lower or stabilize prices;
- To divide the areas in which they will do business or the customers they will serve; or
- To refuse to deal with certain customers or suppliers.

Conduct intended to drive a competitor out of business may also violate antitrust laws. It is the policy of the Company to fully comply with all applicable antitrust laws.

Antitrust is a complex area of the law and violations have serious consequences for the Company and for individuals personally. The Company's legal counsel should be consulted with any questions.

COMPUTER NETWORKS, VOICE MAIL, E-MAIL AND THE INTERNET

Many Company employees depend on access to computer networks, voice mail, e-mail and/or the Internet to do their jobs. These tools come with risks and responsibilities that all employees must understand and accept.

You must use these resources only for the business activities of the Company (except as described below under "Authorized Uses") and:

- Properly identify yourself in electronic communication;
- Use only your own password and user ID to gain access to systems or data;
- Accept full personal responsibility for the activities undertaken with your password and user ID;
- Delete e-mail, voice mail and other electronic files in accordance with applicable record retention policies; and
- Comply with the computer security policies of the Company and conduct yourself in a manner that protects the Company from damage, theft, waste and violations of the law, including:
  - Protecting against exposure to potentially destructive elements, intentional (viruses, sabotage, etc.) or unintentional (bugs); and
  - Protecting against unauthorized access to Company information or resources (hacking).

Company Property and Privacy

Computer networks and electronic communications systems, and all messages and log files generated on or handled by them (including back-up copies), are considered to be the property of the Company.

There should be no expectation of privacy in these electronic interactions. The Company may monitor the content of your electronic communications or monitor the content of server log files to review what Web sites or other Internet locations you have visited and what files you may have sent or received. Computer networks, e-mail systems, voice mail systems and server logs are monitored regularly to support routine and non-routine activities such as operations, maintenance, auditing, security and investigations. You should also keep in mind that, as a matter of law, the Company may be called upon to turn over this information to law enforcement and private litigants.

You may not intercept or disclose, or assist in intercepting or disclosing, electronic communications or Internet activity except as specifically provided above and only then with appropriate authorization.

Authorized Uses

Company computer networks, e-mail and voice mail systems and Internet access generally must be used only for Company business activities. Incidental personal use is permitted if it:

- Does not preempt or interfere with any Company business activity or with employee productivity; and
- Consumes only a trivial amount of Company resources.

Incidental personal use is subject to the same policies as business use.

Prohibited Uses

Under no circumstances should Company computer networks, e-mail and voice mail systems or Internet access be used:

- For any illegal activity;
- To communicate offensive sexual, racial or other remarks, jokes, slurs and obscenities;
- For private business, commercial or solicitation activities;
- For chain-letter communications of any kind;
- For charitable endeavors that are not Company-sponsored or authorized, including any fundraising;
- For gambling; or
- For pornography.

Additional uses may be prohibited or limited by other provisions of this Code or by other Company policies.

CONFIDENTIAL INFORMATION

Many employees learn confidential Company information in the course of their jobs and use it to perform important functions. It is vitally important that all employees handle confidential information properly.

There are two major concerns:

- Preventing the release of unauthorized or inappropriate information that might adversely affect the Company's business; and
- Avoiding violations of the law.

What is Confidential Information?

What follows is not a complete list of what is considered confidential information, but it illustrates what is typically confidential unless it has been disclosed by the Company in a press release, or other authorized formal or official public communication:

- Financial results, budgets or forecasts;
- Business plans, operating plans, strategy statements, memos, operating manuals, organization charts and other internal communications;
- Company investments, acquisitions or divestitures;
- New products, processes or designs;
- Whether a product or business is meeting financial or other expectations;
- Business relationships or the terms of any business arrangement, including prices paid or received by the Company;
- Customer data such as customer names and addresses or any confidential personal or business information of the customer;
- Advertising and marketing plans and campaigns;
- Wages and salaries, bonus or compensation plans, notices to employees or unannounced personnel changes; and
- Personal information about any employee.

In general, if information about the Company has not been made public by the Company, it should be treated as confidential.

Non-Disclosure and Non-Use

You may not disclose to unauthorized persons or use for your own personal advantage or profit, or the advantage or profit of another, any confidential information that you obtain as a result of your position with the Company. This includes not only customers and the press, but also business associates, family members and personal friends. It is a serious mistake to disclose such information to anyone simply because you are confident that that person will neither try to benefit from it nor disclose it to others.

Your obligations not to disclose the Company's confidential information and not to use it for unauthorized purposes continue after your affiliation with the Company ends.

Privacy of Customer Information

The Company is entrusted with important information about individuals and businesses. It is essential that you respect the confidential nature of this information. The Company is legally obliged to protect the privacy of a consumer's personal financial information. The Company's privacy practices are set out in a privacy policy that is circulated to our customers and made available to the public. All employees are expected to adhere to the Company's privacy policy.

Public Disclosures

You may be asked for information about the Company by the media, trade groups, consultants and others collecting information for various purposes. You should not make public statements on behalf of the Company or provide confidential information in response to external inquiries unless you have been authorized to do so.

Proper Disclosures

Some employees must disclose confidential Company information as a part of their job responsibilities. This policy on confidential information is not intended to prohibit such authorized disclosures.

A few examples of situations in which confidential information might properly be disclosed are:

- Disclosure of operational data to vendors or consultants in connection with providing services to the Company;
- Participation in legitimate and authorized industry surveys;
- Providing data to governmental agencies as part of required filings; or
- An authorized employee responding to media inquiries.

You should be certain that you understand what you have been authorized to disclose, and to whom, prior to disclosing any confidential information.

EXAMINATIONS, GOVERNMENT INVESTIGATIONS AND LITIGATION

Regulatory Examinations

The Company and its subsidiaries are subject to examination by federal and state banking regulators. It is Company policy to cooperate fully with the Company's regulators.

Government Investigations

It is Company policy to cooperate with reasonable and valid requests by federal, state or local government investigators. At the same time, the Company is entitled to all the safeguards provided in the law for persons under investigation, including representation by legal counsel.

Accordingly, if a government investigator requests an interview with you, seeks information or access to files, or poses written questions, he/she should be told that you must first consult with the Company's Chief Executive Officer, who will then provide advice as to further action, including consultation with legal counsel.

Penalties

You should be aware that criminal sanctions could be imposed upon any person who submits false or misleading information to the government in connection with any regulatory examination or government investigation. Full cooperation and proper legal supervision of any response in connection with a regulatory examination or government investigation is essential from both corporate and individual viewpoints.

Litigation

If any litigation is commenced or threatened against the Company, notify the Chief Executive Officer immediately, even if the action or threats appear to be without merit or insignificant.

Preservation of Records

All records relating to the business of the Company shall be retained as required by the Company's record retention guidelines. Notwithstanding such guidelines, under no circumstances shall any records known to be the subject of or germane to any anticipated, threatened or pending lawsuit, governmental or regulatory investigation, or bankruptcy proceeding be removed, concealed or destroyed.

DETAILED POLICIES AND PROCEDURES

This Code does not contain all of the policies of the Company and its subsidiaries or all of the details of the policies that are included. The Company and/or its subsidiaries have written policies and procedures that provide more information on some of the topics in this Code of Ethics and Business Conduct.

Talk to your supervisor about the Company's policies and procedures that you are responsible for following in your job, and make sure that you have reviewed and understand them.

ADMINISTRATION OF THE CODE OF ETHICS AND BUSINESS CONDUCT

Every Employee Has an Obligation to:

- ***Comply*** with this Code of Ethics and Business Conduct, which prohibits violation of local, state, federal or foreign laws and regulations applicable to our businesses, and requires compliance with all Company policies;

- ***Be familiar*** with laws and Company policies applicable to his/her job and communicate them effectively to subordinates;

- ***Ask questions*** if a policy or the action to take in a specific situation is unclear;

- ***Be alert*** to indications and/or evidence of possible wrongdoing; and

- ***Report*** violations and suspected violations of this Code of Ethics and Business Conduct to the appropriate person as described in "How to Report a Violation" below and elsewhere in this Code.

The Company's managers have a particular responsibility to notice and question incidents, circumstances and behaviors that point to a reasonable possibility that a violation of this Code has occurred. A manager's failure to follow up on reasonable questions is, in itself, a violation of Company policy.

How to Ask a Question

Whenever possible, an employee should work with his or her immediate supervisor to get answers to routine questions.

If a supervisor's answer does not resolve a question or if an employee has a question that he or she cannot comfortably address to his/her supervisor, he/she should go to the Chief Executive Officer.

Executive officers and directors may bring any questions to the Chief Executive Officer or the Chair of the Audit Committee.

How to Report a Violation (Other than Violations Involving Accounting, Internal Controls or Auditing Matters)

Any employee having information about a violation (or suspected violation) of this Code should report the violation in writing to the Chief Executive Officer.

Executive officers and directors may submit any reports of violations (or suspected violations) of this Code in writing to the Chief Executive Officer or the Chair of the Audit Committee.

If the violation involves the Chief Executive Officer or the Chair of the Audit Committee, then the employee should report the violation by informing the Chief Financial Officer.

How to Report a Violation Involving Accounting, Internal Controls or Auditing Matters

Concerns regarding questionable accounting, internal control or auditing matters should be handled under the procedures for confidential, anonymous submissions established by the Audit Committee and set forth in Appendix A – WHISTLEBLOWER PROCEDURES FOR EMPLOYEES.

Follow-up to the Report of a Violation

The Chief Executive Officer may arrange a meeting with the employee to allow the employee to present a complete description of the situation. The Chief Executive Officer will take the matter under consideration, including undertaking any necessary investigation or evaluation of the facts related to the situation and, after consultation with the Chief Financial Officer, shall render a written decision, response or explanation as expeditiously as possible. Individuals who are alleged to be involved in a violation will not participate in its investigation.

Determining Whether a Violation Has Occurred

If the alleged violation of this Code concerns an executive officer or director, the determination of whether a violation has occurred shall be made by the Audit Committee of the Board of Directors, in consultation with such external legal counsel as the Audit Committee deems appropriate.

If the alleged violation concerns any other employee, the determination of whether a violation has occurred shall be made by the Chief Executive Officer, in consultation with such legal counsel as the Audit Committee deems appropriate.

In determining whether a violation of this Code has occurred, the Audit Committee or person making such determination may take into account to what extent the violation was intentional, the materiality of the violation from the perspective of either the detriment to the Company or the benefit to the director, executive officer or employee, the policy behind the provision violated and such other facts and circumstances as they shall deem advisable.

Acts or omissions determined to be violations of this Code by other than the Audit Committee under the process set forth above shall be promptly reported by the Chief Executive Officer to the Audit Committee and by the Audit Committee to the Board.

Confidentiality

Reports of suspected violations will be kept confidential to the extent possible and consistent with the conduct of an appropriate investigation.

No Retaliation

Retaliation in any form against an employee who has a reasonable belief that information provided relates to a possible violation of the Code that has occurred, is ongoing, or is about to occur will not be tolerated.

Consequences of a Violation

Employees who violate this Code will subject themselves to disciplinary action up to and including dismissal. Some violations may also result in civil liability and/or lead to criminal prosecution.

Prior Approvals

Whenever the requirement for prior approval appears in this Code, it means that a writing setting forth the pertinent facts of the situation under consideration shall be submitted according to the following process.

If a request for prior approval relates to an executive officer or director of the Company, the determination with respect to the approval shall be made by the Audit Committee of the Board of Directors, in consultation with such external legal counsel as the Audit Committee deems appropriate.

If a request for prior approval relates to any other employee of the Company, the determination shall be made by the Chief Executive Officer, in consultation with such external legal counsel as the Chief Executive Officer deems appropriate, unless the matter is quantitatively or qualitatively material or outside the ordinary course of business, in which case such determination shall be made by the Audit Committee.

All approvals (other than those approved by the Audit Committee) shall be promptly reported to the Audit Committee.

Waivers

You must request a waiver of a provision of this Code if there is a reasonable likelihood that your contemplated action will violate the Code.

If a waiver request relates to an executive officer or director, the determination with respect to the waiver shall be made by the Audit Committee of the Board of Directors, in consultation with such external legal counsel as the Audit Committee deems appropriate. Any waivers granted by the Audit Committee shall be submitted to the Board for ratification.

If a waiver request relates to any other employee, the determination shall be made by the Chief Executive Officer, in consultation with such external legal counsel as the Chief Executive Officer deems appropriate, unless the matter is quantitatively or qualitatively material or outside the ordinary course of business, in which case such determination shall be made by the Audit Committee.

All waivers of this Code (other than those approved by the Audit Committee) shall be promptly reported to the Audit Committee.

Waivers will not be granted except under extraordinary or special circumstances.

Updates and Changes

This Code will be reissued from time to time to remind employees, officers and directors of its specifics and to make changes and clarifications based on experience and suggestions.

CONTACTS

To Ask Questions and/or to Report Violations

President and Chief Executive Officer

Chair of the Audit Committee

APPENDIX A

MONROE FEDERAL BANCORP, INC.

WHISTLEBLOWER PROCEDURES FOR EMPLOYEES

The Sarbanes-Oxley Act of 2002 requires audit committees to establish procedures for the receipt, retention and treatment of complaints regarding accounting, internal accounting controls or auditing matters, and the confidential, anonymous submission by employees of concerns regarding questionable accounting or auditing matters ("Accounting Complaints"). Accordingly, Monroe Federal Bancorp, Inc. (the "Company") has established the following procedures:

Accounting Complaints may be made to the Chair of the Audit Committee of the Board of Directors via regular mail to the following address:

Monroe Federal Bancorp, Inc.
Attention: Chair, Audit Committee
24 East Main Street
Tipp City, OH 45371

Employees of the Company and its direct and indirect subsidiaries, including Monroe Federal Savings and Loan Association, are expressly authorized to make Accounting Complaints using these procedures on a confidential and anonymous basis. All Accounting Complaints received from employees will be treated confidentially and anonymously.

Consistent with Company policies, neither the Audit Committee nor management will retaliate or attempt to retaliate, and will not tolerate any retaliation or attempted retaliation by any other person or group, directly or indirectly, against anyone who, in good faith, makes an Accounting Complaint or provides assistance to the Audit Committee, management or any governmental, regulatory or law enforcement body, investigating or otherwise helping to resolve an Accounting Complaint.

TAB 15

TAX ALLOCATION AGREEMENT

This Tax Allocation Agreement (the "Agreement") is made by and between Monroe Federal Bancorp, Inc. (the "Company") and Monroe Federal Savings and Loan Association (the "Association"), a wholly-owned subsidiary of the Company.

WHEREAS, the parties hereto are members of an affiliated group ("Affiliated Group") as defined in Section 1504(a) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, it is the intent of the parties hereto that a method be established for allocating the consolidated tax liability of the Affiliated Group among its members, for reimbursing The Company for payment of such tax liability, for compensating any party for use of its losses or tax credits, and to provide for the allocation and payment of any refund arising from a carryback of losses or tax credits from subsequent taxable years; and

WHEREAS, the Affiliated Group intends to calculate "separate tax liability" of members in accordance with the Interagency Policy Statement on Income Tax Allocation in a Holding Company Structure published in the Federal Register dated November 23, 1998 (the "Interagency Policy Statement") and the Addendum to the Interagency Policy Statement dated June 19, 2014 (the "Addendum").

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Company shall file federal, state and local consolidated income tax returns for each taxable year in respect of which this Agreement is in effect and for which the Affiliated Group is required or permitted to file consolidated tax returns. Each subsidiary shall execute and file such consent, elections and other documents that may be required or appropriate for the proper filing of such returns.

2. For each taxable period, each non-depository institution member, of the Affiliated Group shall compute its separate tax liability as if it had filed a separate tax return. For each taxable year, each depository institution member of the affiliated group, namely the Association, shall compute its separate tax liability to include the taxes of any subsidiaries of the depository institution that are included in the consolidated return. All members of the Affiliated Group shall pay such amount to the Company, no sooner than three (3) business days from the date that the Company must remit its tax payment to the applicable taxing authority.

3. Payment of the consolidated tax liability of each member shall include the payment of estimated tax installments due for such taxable period, and each subsidiary shall pay to the Company its share of each payment no later than the due date for such payment as required by law. Any amounts paid by a subsidiary on account of a separate return or separate estimated tax payments that are credited against the consolidated tax liability of the Affiliated Group shall be included in determining the payments due from such subsidiary. Any overpayment of estimated tax shall promptly (but no later than five (5) business days following the determination of such overpayment) be refunded to the subsidiary.

4.a. To the extent that the computation of the separate tax liability of a subsidiary member(s) of the Affiliated Group includes unused deductions, losses or tax credits which could be carried back to prior years had the subsidiary member filed on a separate return basis or are actually utilized in the current or prior years on a consolidated basis, the Company will make credit or payment for the tax benefit of such deductions, losses or credits no later than five (5) business days after the tax return for the year when such deductions, losses or credits arose is filed. If a refund related to such deductions, losses or tax credits can be obtained from the federal government, then the credit or payment together with the interest paid thereon from the Company to the subsidiary member shall be paid to the subsidiary member within a reasonable period following the date the subsidiary member would have filed its own return, regardless of whether the Company has received the refund, except as provided in paragraphs 4(b)(ii-iii).

b. To the extent that the separate tax liability of a subsidiary member of the Affiliated Group includes unused deductions, losses, or tax credits that, if such institution filed a separate return for the year, would have to be carried forward to a succeeding taxable year, the institution will receive credit or payment from the Company for the tax benefit of such deductions, losses, or tax credits as follows:

(i) If or to the extent such deductions, losses, or tax credits can be utilized in the current consolidated income tax return, the institution will receive the respective credit or payment from the Company when the tax return for such year is filed.

(ii) If or to the extent such deductions, losses, or tax credits can be carried back to prior years on a consolidated basis, the institution will receive credit or payment together with the interest paid thereon from the Company after the related refund has been received by the Company from the federal government.

(iii) If or to the extent such deductions, losses, or tax credits cannot be utilized in the current or prior consolidated income tax returns, such deductions, losses, or tax credits shall represent a loss carry-forward, the benefit of which shall be recognized as a deferred tax asset, net of any valuation allowance.

c. If an election can be made to carry a loss of a member of the Affiliated Group back to a previous taxable year or to carry such loss forward to subsequent taxable years, the Company will elect whether such loss will be carried back or forward.

5. The Company is an agent for the Association with respect to all matters related to the consolidated tax returns and refund claims, and nothing in this Agreement shall be construed to alter or modify this agency relationship. If the Company receives a tax refund from a taxing authority, these funds are obtained as agent for the Association. Any tax refund attributable to income earned, taxes paid, and losses incurred by the Association is the property of and owned

by the Association. The Company shall forward promptly the amounts held in trust to the Association. Nothing in this Agreement is intended to be or should be construed to provide the Company with an ownership interest in a tax refund that is attributable to income earned, taxes paid, and losses incurred by the Association. The Company hereby agrees that this Agreement does not give it an ownership interest in a tax refund generated by the tax attributes of the Association.

6. If part or all of an unused loss or tax credit is allocated to a member of the Affiliated Group pursuant to Regulation § 1.502-79, and is carried back or forward to a year in which such member filed a separate return or a consolidated return with another affiliated group, any refund or reduction in tax liability arising from the carry back or carryover shall be retained by such member.

7. If the consolidated tax liability of the Affiliated Group is adjusted for any taxable period, whether by means of an amended return, claim for refund or after a tax audit by the Internal Revenue Service, the liability of each member shall be recomputed to give effect to such adjustments, and in the case of a refund, the Company shall make payment to each member for its share of the refund, determined in the same manner as in paragraph 2 above, immediately after the refund is received by the Company, and in the case of an increase in tax liability, each member shall pay to the Company its allocable share of such increased tax liability immediately after receiving notice of such liability from the Company.

8. Calculation of the consolidated excess alternative minimum tax shall be consistently and equitably allocated among the members of the Affiliated Group. The allocation method shall be based upon the portion of tax preferences, adjustments, and other items generated by each member of the Affiliated Group that causes the alternative minimum tax to be applicable at the consolidated level.

9. If, during a consolidated return period, the Company or any subsidiary acquires or organizes another corporation that is required to be included in the consolidated return, then such corporation shall join in and be bound by this Agreement.

10. Subsidiary members of the Affiliated Group shall not pay or otherwise transfer any deferred tax liability to the Company in exchange for payment of cash or other consideration. The Company shall not forgive any portion of the subsidiary member's deferred tax liability.

11. This Agreement shall apply to the taxable year ending December 31, 2023 and all subsequent taxable periods unless the Company and each subsidiary member of the Affiliated Group agree to terminate this Agreement. In addition, this Agreement may be terminated by either of the parties hereto upon thirty (30) days prior written notice to the other party. Notwithstanding such termination, this Agreement shall continue in effect with respect to any payment or refunds due for all taxable periods prior to termination.

12. This Agreement (i) shall be binding upon and inure to the benefit of any successor, whether by statutory merger, acquisition of assets or otherwise, to any of the parties

hereto, to the same extent as if the successor had been an original party to this Agreement and (ii) shall be governed by, and construed in accordance with, the laws of the State of Ohio.

13. In the event of termination, an accounting of unpaid benefits used by the Affiliated Group shall be made, and payment for unpaid benefits shall be made by the other member(s) of the Affiliated Group to the appropriate subsidiary member.

14. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by binding arbitration, as an alternative to civil litigation and without any trial by jury to resolve such claims, conducted by a single arbitrator selected by mutual agreement of the Company and the Association, in accordance with the rules of the American Arbitration Association's National Rules for the Resolution of Employment Disputes then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

15. The Company shall retain consolidated tax returns as well as the documents supporting the consolidated tax returns for at least seven years following the filing of such returns. The Association has the right to inspect and review the consolidated tax return prepared by the Company, as well as the documents supporting the consolidated tax returns, during normal business hours.

16. This Agreement is drafted with the intention of complying with the Interagency Policy Statement and the Addendum to the Interagency Policy Statement.

[Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of _____, 2024.

MONROE FEDERAL BANCORP, INC.

By:_____
Lewis R. Renollet
President and Chief Executive Officer

MONROE FEDERAL SAVINGS AND LOAN ASSOCIATION

By:_____
Lewis R. Renollet
President and Chief Executive Officer

TAB 16

EXPENSE SHARING AGREEMENT

This Expense Sharing Agreement (the "Agreement") is made by and between Monroe Federal Bancorp, Inc. (the "Company") and Monroe Federal Savings and Loan Association (the "Association"), a wholly-owned subsidiary of the Company.

WHEREAS, the Company has not acquired any additional premises, furniture or equipment or employed any additional employees but rather will utilize and intend to continue to utilize the premises, furniture, equipment and employees of the Association as necessary; and

WHEREAS, because of the limited scope of the Company's activities, the general and administrative expenses attributable to the Company's use of the premises, furniture, equipment and employees to conduct such activities is reasonably expected to be minimal; and

WHEREAS, the Association and the Company have determined that it is appropriate to allocate the general and administrative expenses that are incurred by the Association and the Company or the combined entities and to provide a mechanism for the Company to reimburse the Association for expenses incurred by the Association that are attributable to the activities of the Company.

NOW THEREFORE, the Association and the Company hereby agree as follows:

1. The Company shall pay all fees and other expenses which are attributable solely to the operations of the Company. Such expenses shall include, but not necessarily be limited to: (i) all fees required to be paid by the Company to the Board of Governors of the Federal Reserve System (the "Federal Reserve"), the Securities and Exchange Commission, or any other governmental authority, including fees and expenses incurred for compliance with the federal securities laws and other applicable laws; and (ii) all fees and expenses of any professionals or other agents in connection with the preparation of any reports or filings of the Company to any regulatory or governmental authority.

2. The Company shall pay to the Association monthly (within 15 calendar days following the end of each calendar month), for the Company's use of the Association's premises, furniture, equipment and employees, such amount as is determined by the Boards of Directors of the Association and the Company. Premises costs shall be allocated to the Company based upon the square footage used by the Company personnel. Furniture, equipment and employee expenses shall be allocated to the Company, to the extent practicable, based upon the amount of time spent by Association personnel performing activities on behalf of the Company. All other general and administrative expenses not paid directly by the Company shall be allocated by the Association to the Company based upon fair market value. For purposes of this agreement, "fair market value" shall mean the value of any goods, services or use of property or employees as reasonably determined by the Board of Directors of the Association not less often than on an annual basis, in consultation with the Association's independent accountants as necessary, based upon factors which would support the determination of such value including, but not limited to: local market lease rates based on square footage utilized, management recommendations, third-party analyses and samples or reviews of comparable third party transactions.

3. It is the intent of the parties that all dealings between the Company and the Association comply with Sections 23A and 23B of the Federal Reserve Act, and other applicable law and regulation.

4. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and can be amended or otherwise modified only by means of a writing signed by both parties.

5. This Agreement shall remain in effect until written notice of termination is delivered by either party to the other. All amounts unpaid as of the termination of this Agreement shall be paid by the Company within five calendar days thereof.

6. Each party to this Agreement shall retain all documentation associated with this Agreement for a period of five (5) years following termination thereof.

7. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by binding arbitration, as an alternative to civil litigation and without any trial by jury to resolve such claims, conducted by a single arbitrator selected by mutual agreement of the Company and the Association, in accordance with the rules of the American Arbitration Association's National Rules for the Resolution of Employment Disputes then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

[Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of _____, 2024.

MONROE FEDERAL BANCORP, INC.

By:_____
Lewis R. Renollet
President and Chief Executive Officer

MONROE FEDERAL SAVINGS AND LOAN ASSOCIATION

By:_____
Lewis R. Renollet
President and Chief Executive Officer

TAB 17

MONROE FEDERAL SAVINGS AND LOAN ASSOCIATION

TRANSACTIONS WITH AFFILIATES: POLICIES AND PROCEDURES

I. PURPOSE

This policy statement governs transactions between Monroe Federal Savings and Loan Association (the "Association") and its affiliates. It is the policy of the Association that all transactions with affiliated companies shall comply with all applicable laws and regulations and principles of safety and soundness. Transactions with affiliates will be specifically scrutinized for compliance with Section 1468 of the Home Owners' Loan Act, as amended, which incorporates by reference Sections 23A and 23B of the Federal Reserve Act and Federal Reserve Board Regulation W, 12 C.F.R. Part 223.

II. SCOPE

This policy applies to transactions between the Association or any of its subsidiaries and all "affiliates" of the Association.

A. **Affiliates.** An "affiliate" of the Association includes:

1. *Parent Companies* – Any company that controls the Association, including Monroe Federal Bancorp, Inc., and any other company that is controlled by Monroe Federal Bancorp, Inc., or any other company that controls the Association;

2. *Depository Institution Subsidiaries* – Any depository institution subsidiary of the Association;

3. *Companies Under Common Control* – Any company controlled directly or indirectly, by trust or otherwise, by or for the benefit of stockholders who beneficially or otherwise control, directly or indirectly, by trust or otherwise, the Association or any company that controls the Association;

4. *Companies With Interlocking Directorates* – Any company in which a majority of directors, partners, or trustees constitute a majority of persons holding any such office with the Association or any company that controls the Association;

5. *Sponsored and Advised Companies* – Any company, including a real estate investment trust, which is sponsored and advised on a contractual basis by the Association or any subsidiary or affiliate of the Association;

6. *Investment Companies* – Any investment company for which the Association or any affiliate of the Association serves as an investment advisor as defined in Section 2(a)(20) of the Investment Company Act of

1940 or any other investment fund for which the Association or any affiliate of the Association serves as an investment advisor, if the Association and its affiliates own or control in the aggregate more than 5% of any class of voting securities of the equity capital of the fund;

7. *Financial Subsidiaries* – A subsidiary of the Association that engages, directly or indirectly, in any activity that national banks are not permitted to engage in directly or that is conducted under terms and conditions that differ from those that govern the conduct of such activity by national banks, and is not a subsidiary a national bank is specifically authorized to own or control by express terms of a Federal statute and not by implication or interpretation;

8. *Partnerships Associated with the Association or an Affiliate* – Any partnership for which the Association or any affiliate of the Association serves as a general partner or for which the Association or any affiliate of the Association causes any director, officer or employee of the Association or any affiliate to serve as a general partner;

9. *Companies Held Under Merchant Banking or Insurance Company Investment Authority* – Any company in which a holding company of the Association owns or controls, directly or indirectly, or acting in concert with one or more other persons, 15% or more of the equity capital pursuant to the merchant banking and insurance company investment authorities granted under the Bank Holding Company Act of 1956, as amended;

10. *Subsidiaries of Affiliates* – Any subsidiary of a company described in Sections 1 through 9 above;

11. *Other Companies* –

    (i) Any company that the FDIC or the Federal Reserve Board determines by regulation or order to have a relationship with the Association or any subsidiary or affiliate such that covered transactions by the Association or its subsidiary with that company may be affected by the relationship to the detriment of the Association or its subsidiary; or

    (ii) Any company that the FDIC determines, by order or regulation, to present a risk to the safety or soundness of the Association based on the nature of the activities conducted by the company, amount of transactions with the Association or its subsidiaries, financial condition of the company or the Association or other supervisory factors.

B. **Other Definitions**. For purposes of the above definition of "affiliate":

1. A "company" includes a corporation, partnership, business trust, association or similar organization; and

2. "Control" by a company or stockholder means that a company or stockholder is deemed to have control over another company, bank or savings association if the company or stockholder:

   a. Directly or indirectly, or by acting in concert with one or more persons, owns, controls, or has the power to vote 25% or more of any class of voting securities (or 25% or more of the equity capital);

   b. Directly or indirectly controls instruments that are exercisable or convertible, at the option of the holder or owner, into securities representing control over the securities;

   c. Controls in any manner the election of a majority of the directors or trustees; or

   d. the Federal Reserve Board or FDIC determines, after notice and opportunity for hearing, that the company or stockholder have a controlling influence over the management or policy of the other company.

C. **Exclusions**. Certain entities are specifically excluded from the definition of an "affiliate":

1. In general, subsidiaries of the Association (i.e., any "company" which the Association "controls," as those terms are defined in Section II(B) above) are not considered to be affiliates. Subsidiaries of the Association are considered part of the Association for purposes of applying applicable affiliate transactions restrictions.

   a. However, the following subsidiaries *are* considered to be affiliates:

      1. Any company that is both a subsidiary and an affiliate (such as where both the parent company or other affiliate and the Association own controlling portions of the relevant company) is considered an affiliate; and

      2. Any subsidiary designated by the FDIC or the Federal Reserve Board to be an affiliate is considered an affiliate.

2. A company is not an affiliate if such company:

a. Engages solely in holding the premises of the Association;

b. Engages solely in conducting a safe deposit business;

c. Engages solely in holding obligations of the United States or its agencies or obligations fully guaranteed by the United States or its agencies as to principal and interest; or

d. Is controlled as a result of the exercise of rights resulting from a bona fide debt previously contracted, but only for the period of time specifically authorized under applicable state or federal law or regulation. In the absence of a law or regulation, control may not exceed two years unless the FDIC or the Federal Reserve Board grants an extension. Extensions may not exceed one year each and, in the aggregate, may not exceed three years.

D. **Attribution Rule.** For purposes of this policy, any transaction by the Association or its subsidiaries with a third party will be deemed to be a transaction with an affiliate to the extent the proceeds of the transaction are used for the benefit of, or transferred to, that affiliate.

E. **Association Affiliates.** A list of the Association's affiliates is attached as **Exhibit A** to this policy. This list will be updated as new affiliations occur.

III. TRANSACTIONS COVERED BY SECTION 23A

A. **Covered Transactions.** "Covered transactions" with affiliates are subject to certain quantitative limits under Section 23A. The following transactions are "covered transactions":

1. The Association or its subsidiary makes a loan or extension of credit to an affiliate;

2. The Association or its subsidiary purchases or invests in securities issued by an affiliate;

3. The Association or its subsidiary purchases assets, including assets subject to a repurchase agreement, from an affiliate, except purchases of real and personal property that are specifically exempted by the FDIC or the Federal Reserve Board by regulation or order;

4. The Association or its subsidiary accepts securities issued by an affiliate as collateral security for a loan or extension of credit to any person or company;

5. The Association or its subsidiary issues a guarantee, acceptance, or letter of credit, including an endorsement or standby letter of credit, on behalf of an affiliate; and

6. The Association or subsidiary enters into a cross-affiliate netting arrangement by which: (a) a non-affiliate is permitted to deduct any obligations of an affiliate to the non-affiliate when setting the non-affiliate's obligations to the Association; or (b) the Association is permitted or required to add any obligation of its affiliate to a non-affiliate when determining the Association's obligations to the non-affiliate.

B. <u>Quantitative Limits Under Section 23A</u>.

1. The Association's (including its subsidiaries') aggregate amount of covered transactions with any *one* affiliate is limited to 10% of the Association's capital and surplus. The Association's (including its subsidiaries') aggregate amount of covered transactions with *all* affiliates is limited to 20% of the Association's capital and surplus.

   a. For purposes of these limitations:

      i. "Capital and surplus" means the Association's core capital and supplementary capital as calculated under FDIC regulations (*see* 12 C.F.R. Part 324), plus the balance of the Association's allowance for credit losses not included in supplementary capital pursuant to 12 C.F.R. Part 324, all as reported on the Association's most recent Call Report.

      ii. The term "aggregate amount of covered transactions" means the amount of the covered transaction in which the Association or its subsidiary is about to engage added to the current amount of all of the Association's outstanding covered transactions (including transactions of the Association's subsidiaries). For this purpose, "hard" assets (<u>e.g.</u>, buildings and office equipment) are generally valued at their cost (including liabilities assumed), minus depreciation according to GAAP, while amortizing assets, such as loans, are included, but in decreasing amounts as they amortize. When assets purchased are subsequently sold, they are subtracted from the amount of the balance of the Association's covered transactions with the affiliate from which the asset was purchased, and from the Association's aggregate transactions with affiliates.

C. Collateral Requirements Under Section 23A.

1. Certain covered transactions by the Association and its subsidiaries with affiliates are subject to specific collateral requirements under Section 23A. Such transactions include:

    a. A loan or extension of credit to an affiliate;

    b. A guarantee, acceptance or letter of credit issued on behalf of an affiliate; and

    c. A cross-affiliate netting arrangement.

2. The applicable collateral requirements are:

    a. 100% of the amount of such loan or extension of credit, guarantee, acceptance, letter of credit, or cross affiliate-netting arrangement if the collateral is composed of:

        i. Obligations of the United States or its agencies;

        ii. Obligations fully guaranteed by the United States or its agencies as to principal and interest;

        iii. Notes, drafts, bills of exchange or bankers' acceptances that are eligible for rediscount or purchase by a Federal Reserve Bank; or

        iv. A segregated, earmarked deposit account with the Association that is for the sole purpose of securing credit transactions between the Association and its affiliates and is identified as such;

    b. 110% of the amount of such loan or extension of credit, guarantee, acceptance, letter of credit or cross-affiliate netting arrangement if the collateral is composed of obligations of any State or political subdivision of any State;

    c. 120% of the amount of such loan or extension of credit, guarantee, acceptance, letter of credit or cross-affiliate netting arrangement if the collateral is composed of other debt instruments, including receivables; or

    d. 130% of the amount of such loan or extension of credit, guarantee, acceptance, letter of credit or cross-affiliate netting arrangement if

the collateral is composed of stock, leases, or other real or personal property.

3. The Association must either:

   a. Maintain a perfected first priority security interest in the collateral under applicable law; or

   b. Deduct from the value of the collateral the lesser of the amount of any security interest in the collateral that is senior to that of the Association or the amount of any credit secured by that collateral that is senior to that of the Association.

4. Any collateral that is subsequently retired or amortized must be replaced by additional eligible collateral where needed to keep the percentage of the collateral value relative to the amount of the outstanding loan or extension of credit, guarantee, acceptance, letter of credit or cross-affiliate netting arrangement equal to the minimum percentage required at the inception of the transaction.

5. A low-quality asset, as defined in Section III(E)(1)(b) of this policy, is not acceptable collateral for a loan or extension of credit to, guarantee, acceptance, or letter of credit issued on behalf of, or cross-affiliate netting arrangement involving, an affiliate.

6. Securities issued by the Association or an affiliate of the Association are not acceptable collateral for a loan or extension of credit to, guarantee, acceptance, or letter of credit issued on behalf of, or cross-affiliate netting arrangement involving, that affiliate or any other affiliate of the Association.

7. Equity securities issued by the Association, and debt securities issued by the Association that represent regulatory capital of the Association, are not acceptable collateral for a loan or extension of credit to, guarantee, acceptance or letter of credit issued on behalf of, an affiliate.

8. Intangible assets are not acceptable collateral for a loan or extension of credit to, guarantee, acceptance or letter of credit issued on behalf of or cross-affiliate netting arrangement involving, that affiliate or any other affiliate of the Association.

9. Guarantees, letters of credit and other similar instruments are not acceptable collateral for a loan or extension of credit to, guarantee, acceptance, or letter of credit issued on behalf of, or cross-affiliate netting arrangement involving, that affiliate or any other affiliate of the Association.

D. **Exempt Transactions.** Some affiliate transactions that would otherwise be subject to Section 23A are specifically exempted from the quantitative limits and collateral requirements. These include:

1. Any transaction with another savings association or bank:

   a. That controls 80% of the voting shares of the Association;

   b. In which the Association controls 80% or more of the voting stock; or

   c. In which 80% or more of the voting shares are controlled by the company that controls 80% or more of the voting shares of the Association;

2. Making deposits in an affiliated bank, affiliated savings association, or affiliated foreign bank in the ordinary course of correspondent business, subject to any restrictions that the FDIC or the Federal Reserve Board may prescribe by regulation or order;

3. The granting of immediate credit to an affiliate for uncollected items received in the ordinary course of business;

4. The making of a loan or extension of credit to an affiliate, provided the loan is fully secured by obligations issued or fully guaranteed as to principal and interest by the U.S. or its agencies or by a segregated, earmarked deposit account with the Association;

5. The purchase of securities issued by any company that engages in one or more of the following activities:

   a. holding or operating properties used wholly or substantially by any banking subsidiary of such bank holding company in the operations of such banking subsidiary or acquired for such future use;

   b. conducting a safe deposit business;

   c. furnishing services to or performing services for such bank holding company or its banking subsidiaries; or

   d. liquidating assets acquired from such bank holding company or its banking subsidiaries or acquired from any other source prior to May 9, 1956, or the date which such company became a bank holding company, whichever is later.

6. The purchase of assets having a readily identifiable and publicly available market quotation and purchased at that market or quotation;

7. The purchase of loans on a nonrecourse basis from an affiliated bank or savings association, subject to the prohibition on purchasing low-quality assets discussed in Section III(E)(1) of this policy; or

8. The purchase of a loan or extension of credit that was originated by the Association and sold to the affiliate subject to a repurchase agreement or with recourse.

E. **Qualitative Requirements Under Section 23A.** All of the Association's (and its subsidiaries') transactions with affiliates, *including exempt transactions*, are subject to the following requirements by Section 23A:

1. Such transactions must be on terms and conditions consistent with safe and sound banking practices; and

2. No such transaction may result in the purchase of a low-quality asset by the Association (or its subsidiaries) from an affiliate.

   a. A low-quality asset includes:

      i. An asset classified as "substandard," "doubtful," "loss," or "special mention" or "other transfer risk problems" in the most recent report of examination or inspection;

      ii. An asset on nonaccrual status;

      iii. An asset on which principal or interest payments are more than 30 days past due;

      iv. An asset whose terms have been renegotiated or compromised due to the deteriorating financial condition of the obligor; or

      v. An asset acquired through foreclosure, repossession or otherwise in satisfaction of a debt previously contracted by the assets has not yet been reviewed in an examination.

   b. Notwithstanding the prohibition in Section III(E)(2) of this policy, the Association (or its subsidiary) may purchase a low-quality asset from an affiliate if the Association or subsidiary, pursuant to an independent credit evaluation, committed itself to purchase the asset before the acquisition of the asset by the affiliate.

IV. TRANSACTIONS COVERED BY SECTION 23B

A. **Applicability.** Transactions by the Association (and its subsidiaries) with affiliates (including financial subsidiaries) are also subject to the separate requirements of Section 23B of the Federal Reserve Act. Section 23B's applicability is *broader* than that of Section 23A. Section 23B applies to:

1. A "covered transaction" under Section 23A, as described in Section III(A) of this policy;

2. A sale of securities or other assets to the affiliate, including assets subject to a repurchase agreement;

3. A payment of funds or the furnishing of services to the affiliate under contract, lease or otherwise;

4. Any transaction with an affiliate acting as an agent or broker or where the affiliate receives a fee for its services to the Association or any other person; or

5. Any transaction with a third party where the affiliate has a financial interest, or is a participant, in the transaction.

As with transactions subject to Section 23A, any transaction by the Association or its subsidiaries with any person is considered a transaction with an affiliate if the proceeds from the transaction are used for the benefit of, or transferred to, the affiliate.

B. **Requirements.** Transactions subject to Section 23B must meet the following requirements:

1. The transactions must take place on terms and under circumstances, including credit standards, substantially the same or at least as favorable to the Association or its subsidiary as those prevailing at the time for comparable transactions with nonaffiliated companies; or

2. In the absence of comparable transactions, such transactions must be on terms and under circumstances, including credit standards that, in good faith, would be offered to nonaffiliated companies.

3. Certain affiliate transactions are prohibited altogether under Section 23B. The Association or its subsidiary cannot:

    a. Purchase, as principal or fiduciary, any securities or other assets from affiliates unless the purchase is permitted under the

instrument creating the fiduciary relationship; by court order; or by law of the jurisdiction governing the fiduciary relationship;

b. Purchase or acquire, whether as principal or fiduciary, during the existence of any underwriting or selling syndicate, any security where a principal underwriter of the security is an affiliate of the Association (unless the purchase or acquisition of such securities were initially offered for sale to the public by a majority of the independent directors of the savings association); or

c. Advertise or enter into any agreement stating or implying that the Association is in any way responsible for the obligations of any affiliate. This restriction also applies to advertising by affiliates.

V. RECORDKEEPING

A. **Regulatory Requirements.** The Federal Reserve Board regulations set forth recordkeeping requirements that must be met in connection with any affiliate transaction by the Association or its subsidiaries. In connection with *any* affiliate transaction, records shall be maintained which, at a minimum:

1. Identify the affiliate involved;

2. Indicate the dollar amount of the transaction and demonstrate that the amount is within the applicable quantitative limitations specified in Section 23A, as set forth in Section III(B) of this policy, or that the transaction is not subject to those limitations;

3. Indicate whether the transaction involves a low-quality asset;

4. Indicate the type and amount of any collateral involved in the transaction and demonstrate that the collateral complies in all respects with the collateral requirements of Section 23A, as set forth in Section III(C) of this policy, or demonstrate that the transaction is exempt from these requirements;

5. Demonstrate that any loan or extensions of credit to an affiliate is made only to an affiliate that is engaged solely in permissible activities for bank holding companies;

6. Demonstrate that the terms and conditions of the transaction comply with the standards set forth in Section 23B, as discussed in Section IV(B) of this policy; and

7. Are readily accessible for examination and other supervisory purposes.

VI. PROCEDURES

A. **Compliance.** In connection with any proposed transaction by the Association or its subsidiaries with an affiliate, the Association's Compliance Officer, with any necessary assistance from legal counsel, shall undertake the following analysis to ensure compliance with this policy:

1. If the proposed transaction is a loan or extension of credit, verify that the affiliate involved is engaged exclusively in activities permissible for bank holding companies. If such verification is not possible, the transaction is prohibited.

2. Ensure that the proposed transaction is not another type of prohibited transaction, i.e., the purchase of or investment in securities issued by the affiliate (except a subsidiary of the Association), as discussed in Section III(A)(2) of this policy, or the purchase of a low-quality asset from an affiliate (except as provided in Section III(E)(2)(b) of this policy).

3. Determine whether the proposed transaction falls within the definition of "covered transaction" under Section 23A, as discussed in Section III(A) of this policy. If so, proceed to Step 4. If not, proceed to Step 7.

4. Determine whether the proposed transaction is exempt under Section 23A pursuant to the exemptions discussed in Section III(D) of this policy. If so, proceed to Step 7. If not, proceed to Step 5.

5. Ensure that the proposed transaction complies with the individual and aggregate quantitative limits of Section 23A, discussed in Section III(B) of this policy.

6. If the proposed transaction is a loan or extension of credit to, or a guarantee, acceptance of letter of credit on behalf of, an affiliate, ensure that the collateral requirements of Section 23A, as discussed in Section III(C) of this policy, are satisfied.

7. Verify that the proposed transaction is not prohibited by Section 23B, as set forth in Section IV(B)(3) of this policy. If not, proceed to Step 8.

8. Determine whether the transaction is subject to the requirements of Section 23B, as set forth in Section IV(B) of this policy.

9. If the proposed transaction is subject to Section 23B, ensure that it is on terms and conditions substantially the same as those offered to nonaffiliated companies and otherwise meets the Section 23B standard discussed in Section IV(B) of this policy.

10. Ensure that all recordkeeping requirements established by Section V of this policy are satisfied, in addition to any other documentation needed to demonstrate compliance.

11. Any covered transaction by the Association or its subsidiary with an affiliate that equals or exceeds $5,000 shall be subject to the prior approval of the relevant Board of Directors.

12. Any affiliate transaction not requiring prior approval of the Board of Directors under Section VI(A)(11) above shall be reported to the relevant Board of Directors at the Board meeting following the transaction.

13. Any interpretive issues or questions as to the applicability of the affiliate transactions rules to particular transactions should be directed to outside counsel.

B. Training.

1. Each director and executive officer will be provided a copy of this policy and the relevant laws and regulations. The Compliance Officer will counsel each of these individuals regarding the applicable limitations of this policy.

2. Each employee of the Association and its subsidiaries involved with extending credit will be provided with a copy of this policy and the relevant laws and regulations. These employees, under the direction of the Compliance Officer, will attend periodic training sessions regarding the limitations set forth in this policy.

C. Audit. At least annually, the internal audit staff will perform an independent review of all of the Association's (and its subsidiaries) transactions with affiliates and assess their compliance with applicable law and regulation and this policy. A copy of the internal audit report shall be provided to the Audit Committee of the Board of Directors.

D. Amendment. The Association's Compliance Officer shall be responsible for monitoring changes in the laws, regulations or regulatory interpretations governing affiliate transactions and for developing and presenting to the Board of Directors any necessary amendments to this policy.

Adopted: September 23, 2024

EXHIBIT A

Affiliates of Monroe Federal Savings and Loan Association

Monroe Federal Bancorp, Inc.