

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM S-8
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

HANOVER BANCORP, INC.
(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of
incorporation or organization)

81-3324480
(IRS Employer
Identification No.)

80 East Jericho Turnpike, Mineola, New York
(Address of Principal Executive Offices)

11501
(Zip Code)

HANOVER BANCORP, INC.
2026 EQUITY INCENTIVE PLAN
(Full title of the plan)

Michael P. Puorro
Chairman, President and Chief Executive Officer
Hanover Bancorp, Inc.
80 East Jericho Turnpike
Mineola, NY 11501
(Name and address of agent for service)

(516) 548-8500
(Telephone number, including area code, of agent for service)

Copies to:
Stephen E. Donahoe, Esq.
Suzanne A. Walker, Esq.
Kilpatrick Townsend & Stockton LLP
Washington, DC 20004
(202) 508-5800

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐

Non-accelerated filer ☐

Accelerated filer ☒

Smaller reporting company ☒

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

This Registration Statement shall become effective immediately upon filing in accordance with Section 8(a) of the Securities Act and 17 C.F.R. § 230.462.

HANOVER BANCORP, INC.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Items 1 & 2. Plan Information and Registrant Information and Employee Plan Annual Information.

The documents containing the information for the Hanover Bancorp, Inc. 2026 Equity Incentive Plan (the “Plan”) specified by Part I of this Registration Statement will be sent or given to the participants in the Plan as specified by Rule 428(b)(1). Such documents need not be filed with the Securities and Exchange Commission (the “SEC”) either as a part of this Registration Statement or as a prospectus or prospectus supplement pursuant to Rule 424 in reliance on Rule 428. Such documents and the information incorporated by reference pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus for this Registration Statement.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed or to be filed by Hanover Bancorp, Inc. (the “Registrant” or the “Corporation”) with the SEC are incorporated by reference in this Registration Statement:

- (a) [The Registrant’s Annual Report on Form 10-K for the year ended December 31, 2025, as filed with the SEC on March 13, 2026](#), including information incorporated by reference into the Registrant’s Form 10-K from the Registrant’s [Definitive Proxy Statement on Schedule 14A, filed with the SEC on April 23, 2026 \(File No. 001-41384\)](#).
- (b) [The Registrant’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, as filed with the SEC on May 8, 2026 \(File No. 001-41384\)](#).
- (c) The Registrant’s Current Reports on Form 8-K filed with the SEC on [June 4, 2026](#) and [June 1, 2026](#) (File No. 001-41384).
- (d) All documents filed by the Registrant, where applicable, pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date hereof and prior to the filing of a post-effective amendment which deregisters all securities then remaining unsold (in each case other than those portions furnished under Items 2.02, 7.01 and 9.01 of Form 8-K).

Any statement contained in this Registration Statement, or in a document incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein, or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

None.

Item 6. Indemnification of Directors and Officers.

As set forth in Article IX of the Corporation's Articles of Incorporation.

NINTH: The Corporation shall indemnify (A) its directors and officers, whether serving the Corporation or at its request any other entity, to the fullest extent required or permitted by the general laws of the State of Maryland now or hereafter in force, including the advance of expenses under the procedures required, and (B) other employees and agents to such extent as shall be authorized by the Board of Directors or the Corporation's Bylaws and be permitted by law. The foregoing rights of indemnification shall not be exclusive of any rights to which those seeking indemnification may be entitled. The Board of Directors may take such action as is necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve and amend from time to time such Bylaws, resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law. No amendment of the Articles of Amendment and Restatement of the Corporation shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal. Any indemnification payments made pursuant to this Article NINTH are subject to and conditioned upon their compliance with Section 18(k) of the Federal Deposit Insurance Act (12 U.S.C. 1828(k)) and the regulations promulgated thereunder by the Federal Deposit Insurance Corporation (12 C.F.R. Part 359).

Item 7. Exemption from Registration Claimed.

None.

Item 8. Exhibits.

The following exhibits are filed with or incorporated by reference into this registration statement on Form S-8 (numbering corresponds generally to the Exhibit Table in Item 601 of Regulation S-K).

List of Exhibits (filed herewith unless otherwise noted):

<u>4.1</u>	<u>Articles of Incorporation (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on June 27, 2025)</u>
<u>4.2</u>	<u>Bylaws (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed on June 27, 2025)</u>
<u>4.3</u>	<u>Description of Registrant's Securities</u>
<u>5.1</u>	<u>Opinion of Kilpatrick Townsend & Stockton LLP, regarding the securities being registered</u>
<u>10.1</u>	<u>Hanover Bancorp, Inc. 2026 Equity Incentive Plan (incorporated by reference to Annex A to the Registrant's Definitive Proxy Statement on Schedule 14A, filed with the SEC on April 23, 2026 (File No. 001-41384))</u>
<u>10.2</u>	<u>Form of Time-Based Restricted Stock Award Agreement for Directors</u>
<u>10.3</u>	<u>Form of Time-Based Restricted Stock Agreement for Employees</u>
<u>10.4</u>	<u>Form of Performance-Based Restricted Stock Agreement for Executives</u>
<u>23.1</u>	<u>Consent of Kilpatrick Townsend & Stockton LLP (contained in Exhibit 5.1)</u>
<u>23.2</u>	<u>Consent of Crowe LLP</u>
<u>24.1</u>	<u>Power of Attorney (included on the signature page hereto)</u>
<u>107</u>	<u>Filing Fee Table</u>

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference into this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that, in the opinion of the SEC, such indemnification is against public policy as expressed in such Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in such Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant.

Pursuant to the requirements of the Securities Act of 1933, Hanover Bancorp, Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Village of Mineola, State of New York on June 29, 2026.

HANOVER BANCORP, INC.

By: /s/ Michael P. Puorro

Michael P. Puorro

Chairman, President and Chief Executive Officer

POWER OF ATTORNEY

We, the undersigned directors and officers of Hanover Bancorp, Inc. hereby severally constitute and appoint Michael P. Puorro and Lance P. Burke as the true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities to sign any or all amendments to the Form S-8 registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the United States Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully, and to all intents and purposes, as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
/s/ Michael P. Puorro Michael P. Puorro	Chairman, President and Chief Executive Officer (principal executive officer)	June 29, 2026
/s/ Lance P. Burke Lance P. Burke	Senior Executive Vice President and Chief Financial Officer (principal financial officer)	June 29, 2026
/s/ Lisa A. Diiorio Lisa A. Diiorio	First Senior Vice President and Chief Accounting Officer (principal accounting officer)	June 29, 2026

/s/ Varkey Abraham Varkey Abraham	Director	June 29, 2026
/s/ Robert Golden Robert Golden	Director	June 29, 2026
/s/ Ahron Haspel Ahron Haspel	Director	June 29, 2026
/s/ Michael Katz Michael Katz	Director	June 29, 2026
/s/ Metin Negrin Metin Negrin	Director	June 29, 2026
/s/ Philip Okun Philip Okun	Director	June 29, 2026
/s/ Elena Sisti Elena Sisti	Director	June 29, 2026
/s/ John Sorrenti John Sorrenti	Director	June 29, 2026
/s/ Michael Thaden Michael Thaden	Director	June 29, 2026

**DESCRIPTION OF REGISTRANT’S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT
OF 1934**

General

Hanover Bancorp, Inc. (the “Company,” “we,” “us,” or “our”), a Maryland corporation and the holding company for Hanover Community Bank (the “Bank”), has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”): our common stock, par value \$0.01 per share (“Common Stock”). The following summary describes the material terms of our Common Stock which are subject to Maryland law, including the Maryland General Corporation Law (the “MGCL”), and the common and constitutional law of Maryland and certain related provisions of our Articles of Incorporation (the “Articles”) and our Bylaws (the “Bylaws”). This summary does not purport to be complete and is qualified in its entirety by reference to the Articles, the Bylaws, and the applicable provisions of the MGCL.

Authorized Capital Stock

Our Articles authorize the Company to issue 32,000,000 shares of capital stock, consisting of 17,000,000 shares of Common Stock, par value \$0.01 per share, and 15,000,000 shares of preferred stock, par value \$0.01 per share (the “Preferred Stock”). The Common Stock is listed on the Nasdaq Global Select Market under the symbol “HNVR.”

Under the MGCL and as provided in our Articles, the Board of Directors (the “Board”), by resolution approved by a majority of the Whole Board and without any action by the stockholders, may amend the Articles to increase or decrease the aggregate number of shares of stock, or the number of shares of stock of any class or series, that the Company has authority to issue. The Board is also expressly authorized, without stockholder approval, to classify or reclassify any unissued shares of Preferred Stock into one or more series and to fix the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption of each such series (“blank check” preferred stock). Shares of capital stock may be issued from time to time by the Board without further stockholder approval, except as required by applicable law, rule, or regulation.

As of the date of the reincorporation, 150,000 shares of Series A Convertible Perpetual Preferred Stock were issued and outstanding, which rank pari passu with the Common Stock with respect to dividends and liquidation on an as-converted basis.

Voting Rights

Except as otherwise provided in the Articles and subject to the rights of the holders of any outstanding series of Preferred Stock, exclusive voting power is vested in the holders of Common Stock. Each holder of Common Stock is entitled to one vote for each share of Common Stock standing in the holder’s name on the books of the Company on all matters submitted to a vote of stockholders. Holders of Common Stock do not have cumulative voting rights in the election of directors.

Directors are elected by a plurality of the votes cast at a meeting of stockholders at which a quorum is present. Except as otherwise required by law or the Articles, all other matters submitted to stockholders are determined by a majority of the votes cast for or against the action. The presence, in person or by proxy, of holders entitled to cast a majority of the votes entitled to be cast constitutes a quorum.

Notwithstanding any provision of the MGCL requiring a greater proportion than a majority for any action, the Articles provide that such action is valid and effective if authorized by the affirmative vote of the holders of a majority of the total number of shares of all classes outstanding and entitled to vote on the matter, except as otherwise provided in the Articles.

Subject to the rights of the holders of any series of Preferred Stock, any director, or the entire Board, may be removed only for cause and only by the affirmative vote of the holders of at least 75% of the voting power of all of the then-outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class.

Dividend Rights

Subject to the preferential rights of the holders of any outstanding series of Preferred Stock, holders of Common Stock are entitled to receive ratably such dividends as may be declared by the Board out of funds legally available therefor.

Under the MGCL, a Maryland corporation generally may pay dividends from (i) its net earnings for the then-current fiscal year, (ii) its net earnings for the preceding fiscal year, or (iii) the sum of its net earnings for the preceding eight fiscal quarters, unless, after giving effect to the distribution, the corporation would not be able to pay its indebtedness as it becomes due in the usual course of business, or the corporation's total assets would be less than the sum of its total liabilities plus (unless the charter provides otherwise) the amount that would be needed to satisfy the preferential rights upon dissolution of stockholders whose rights are superior to those receiving the distribution.

The Company's ability to pay dividends is also subject to restrictions imposed by applicable banking laws and regulations and to the rights of holders of any Preferred Stock.

Liquidation Rights

Upon any liquidation, dissolution, or winding up of the affairs of the Company, whether voluntary or involuntary, holders of Common Stock are entitled to receive ratably, in proportion to the number of shares held by them, all of the remaining assets of the Company available for distribution to stockholders after: (i) payment or provision for payment of the Company's debts and liabilities; (ii) distributions or provision for distributions to the holders of any class or series of stock having a preference over the Common Stock upon liquidation, dissolution, or winding up; and (iii) distributions or provision for distributions in settlement of the Liquidation Account established by the Company.

Preemptive and Other Rights

Holders of Common Stock have no preemptive or subscription rights to purchase or subscribe for any unissued capital stock or any other securities of the Company, except for preemptive rights that may be approved by the Board pursuant to a resolution approved by a majority of the directors then in office. Under the MGCL, the issuance of shares does not give rise to preemptive rights unless the charter expressly so provides.

The Common Stock has no conversion, redemption, or sinking fund rights, and is not subject to further calls or assessment. All outstanding shares of Common Stock are, and the shares issuable upon conversion of the Series A Convertible Perpetual Preferred Stock will be, validly issued, fully paid, and nonassessable.

Appraisal Rights

Under the MGCL, a stockholder of a Maryland corporation generally has the right to demand and receive payment of the fair value of the stockholder's stock from the successor corporation if: the corporation consolidates or merges with, or converts into, another entity; the stockholder's stock is to be acquired in a statutory share exchange; the corporation transfers all or substantially all of its assets; the corporation amends its charter in a manner that alters the contract rights of the outstanding stock and substantially adversely affects the stockholder's rights; or the transaction is governed by, or exempted from, the business combination provisions of the MGCL. The availability of appraisal rights is subject to the limitations and exceptions set forth in the MGCL, including exceptions for shares listed on a national securities exchange.

Certain Anti-Takeover Effects of Maryland Law, the Articles, and the Bylaws

Voting Requirements for Extraordinary Transactions.

Under the MGCL, a Maryland corporation generally may not dissolve, merge or consolidate with, or convert into, another entity, sell all or substantially all of its assets, or engage in a statutory share exchange unless the action is declared advisable by the board of directors and approved by the affirmative vote of stockholders entitled to cast at least two-thirds of the votes entitled to be cast on the matter, unless a lesser percentage (but not less than a majority of all the votes entitled to be cast) is specified in the corporation's charter. As described above, our Articles provide that such actions may be authorized by the affirmative vote of the holders of a majority of the total number of shares of all classes outstanding and entitled to vote thereon.

Business Combinations with Interested Stockholders.

Under the MGCL, certain “business combinations” (including certain mergers, consolidations, recapitalizations, share exchanges and asset transfers, certain issuances and reclassifications of equity securities, the adoption of a plan of liquidation or dissolution, or the receipt by an interested stockholder of certain financial benefits) between a Maryland corporation and an “interested stockholder” are prohibited for five years after the most recent date on which the interested stockholder became an interested stockholder. An “interested stockholder” generally includes a person who beneficially owns, directly or indirectly, 10% or more of the voting power of the corporation’s outstanding voting stock (after the corporation has had 100 or more beneficial owners of its stock), or an affiliate or associate of the corporation that was such a beneficial owner within the prior two-year period.

After the five-year moratorium, any such business combination must be recommended by the board of directors and approved by the affirmative vote of at least (a) 80% of the votes entitled to be cast by holders of outstanding shares of voting stock, voting together as a single group, and (b) two-thirds of the votes entitled to be cast by holders of voting stock other than the interested stockholder (and its affiliates and associates), voting together as a single group, unless, among other conditions, stockholders receive a minimum price (as defined in the MGCL) for their shares. These provisions do not apply to business combinations that are approved or exempted by the board of directors prior to the time the interested stockholder becomes an interested stockholder.

Special Meetings of Stockholders.

The Bylaws and Articles provide that a special meeting of stockholders may be called by the Board and, subject to the procedures set forth in the Bylaws, by the Secretary upon the written request of stockholders entitled to cast at least a majority of all the votes entitled to be cast at the meeting.

Stockholder Action by Written Consent.

Under the MGCL, holders of Common Stock entitled to vote generally in the election of directors may take action by less than unanimous written consent in lieu of a meeting only if such action is authorized by the charter.

Amendment of Articles and Bylaws.

The Board may amend the Articles to increase or decrease authorized shares and to take certain other actions without stockholder approval as permitted by the MGCL; other amendments to the Articles require stockholder approval. The Board is empowered to adopt, amend, or repeal the Bylaws by the approval of a majority of the Whole Board, and the stockholders may adopt, amend, or repeal the Bylaws by the affirmative vote of the holders of a majority of the voting power of all then-outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class.

Authorized but Unissued Shares; Blank Check Preferred Stock.

The Board's ability to issue authorized but unissued shares of Common Stock and to authorize and issue Preferred Stock with such rights, preferences, and privileges as the Board may determine, in each case without further stockholder approval, and to change the number of authorized shares without stockholder approval, may have the effect of delaying, deferring, or preventing a change in control of the Company.

No Cumulative Voting; Director Removal Only for Cause.

The absence of cumulative voting and the requirement that directors may be removed only for cause and only by the affirmative vote of the holders of at least 75% of the voting power entitled to vote generally in the election of directors may also have anti-takeover effects.

Evaluation of Certain Offers.

The Articles authorize the Board, in evaluating certain business combinations, tender or exchange offers, or proposals by another party to make a tender or exchange offer or to effect a business combination, to consider the effect of the transaction on the Company and its constituencies, including as permitted by the MGCL.

* * * * *

The foregoing summary does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Articles, the Bylaws, and the applicable provisions of the MGCL.



Kilpatrick Townsend & Stockton LLP
ktslaw.com

701 Pennsylvania Avenue, NW, Suite 200
Washington, DC 20004

June 29, 2026

Board of Directors
Hanover Bancorp, Inc.
80 East Jericho Turnpike
Mineola, NY 11501

Re: Hanover Bancorp, Inc. 2026 Equity Incentive Plan

Board Members:

We have been requested by Hanover Bancorp, Inc, a Maryland corporation (the “Company”), to issue our opinion in connection with the registration of 270,739 shares of the Company’s common stock, par value \$0.01 per share, under the Securities Act of 1933, as amended (the “Securities Act”) to be issued pursuant to the Hanover Bancorp, Inc. 2026 Equity Incentive Plan (the “Plan”), which includes 450 shares of Company common stock forfeited, prior to the date hereof, under the Hanover Bancorp, Inc. 2021 Equity Compensation Plan and therefore available for issuance under Section 4.2(a) of the Plan.

We have made such legal and factual examinations and inquiries as we have deemed advisable for the purpose of rendering this opinion. In our examination, we have assumed but have not verified (i) the genuineness of all signatures; (ii) the authenticity of all documents submitted to us as originals; (iii) the conformity with the originals of all documents supplied to us as copies; and (iv) the accuracy and completeness of all corporate records and documents and of all certificates and statements of fact, in each case given or made available to us by the Company or its subsidiaries.

Based on the foregoing, and limited in all respects to Maryland law, it is our opinion that, following the effectiveness of the Registration Statement on Form S-8 (the “Registration Statement”), the shares reserved for issuance under the Plan, when issued in accordance with the terms and conditions of the Plan, will be legally issued, fully paid and non-assessable.

We note that, although certain portions of the Registration Statement (the financial statements and schedules) have been included therein (through incorporation by reference) on the authority of “experts” within the meaning of the Securities Act, we are not experts with respect to any portion of the Registration Statement, including, without limitation, the financial statements or schedules or the other financial information or data included therein.

We hereby consent to the filing of this opinion as an exhibit to the Company’s Registration Statement on Form S-8. By giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

KILPATRICK TOWNSEND & STOCKTON LLP

/s/ Kilpatrick Townsend & Stockton LLP

ANCHORAGE ATLANTA AUGUSTA BEIJING CHARLOTTE CHICAGO DALLAS DENVER HOUSTON LOS ANGELES NEW YORK PHOENIX RALEIGH
SAN DIEGO SAN FRANCISCO SEATTLE SHANGHAI SILICON VALLEY STOCKHOLM TOKYO WALNUT CREEK WASHINGTON WINSTON-SALEM

**FORM OF
RESTRICTED STOCK AWARD AGREEMENT
(Non-Employee Director)**

Granted by

HANOVER BANCORP, INC.

under the

**HANOVER BANCORP, INC.
2026 EQUITY INCENTIVE PLAN**

This restricted stock award agreement (“**Restricted Stock Award**” or “**Agreement**”) is and will be subject in every respect to the provisions of the *Hanover Bancorp, Inc. 2026 Equity Incentive Plan* (the “**Plan**”) which are incorporated herein by reference and made a part hereof, subject to the provisions of this Agreement. The holder of this Restricted Stock Award (the “**Participant**”) hereby accepts this Restricted Stock Award, subject to all the terms and provisions of the Plan and this Agreement, and agrees that all decisions under and interpretations of the Plan and this Agreement by the Compensation Committee of the Board of Directors of Hanover Bancorp, Inc. (the “**Committee**”) will be final, binding and conclusive upon the Participant and the Participant’s heirs, legal representatives, successors and permitted assigns. A copy of the Plan and related prospectus will be provided upon acceptance of this Agreement. Capitalized terms used herein but not defined will have the same meaning as in the Plan. All references to Bank herein shall mean Hanover Community Bank.

1. **Name of Participant:** _____
2. **Date of Grant:** _____
3. **Number of Shares Subject to this Restricted Stock Award:** _____
4. **Vesting Schedule** Except as otherwise provided in this Agreement, this Restricted Stock Award shall vest as follows:

Vesting Date	Number of Shares Vesting

If a Vesting Date falls on a non-business day, the Restricted Stock Award will vest on the next business day.

As of each Vesting Date or other vesting event noted under this Agreement, Participant shall be deemed to own such shares of Common Stock and be entitled to all benefits of ownership of the shares of Common Stock, including the right to transfer such shares, subject to the terms of this Agreement and the Plan.

5. Terms and Conditions.

The Participant will have the right to vote the unvested shares of Restricted Stock awarded hereunder on matters which require shareholder vote.

Any dividends or distributions (cash or stock) declared with respect to subject to this Restricted Stock Award will be distributed subject to the same restrictions and the same vesting schedule as the underlying shares of Common Stock on which the dividend was declared. For the avoidance of doubt, in no event will dividends be paid to a Participant on any Restricted Stock Award prior to the date on which the Restricted Stock Award vests.

6. Distributions under this Restricted Stock Award.

- (i) *Shares of Common Stock.* Delivery of shares of Common Stock under this Restricted Stock Award will comply with all applicable laws (including, the requirements of the Securities Act), and the applicable requirements of any securities exchange or similar entity.
- (ii) *Distribution of Accrued Dividends.* Cash and stock dividends will be distributed when the underlying shares of Common Stock on which the dividend was declared vest.

7. Change in Control. In the event of a Change in Control, the shares of Common Stock will no longer be subject to forfeiture pursuant to Section 4 hereof and shall be deemed fully vested. A “**Change in Control**” will be deemed to have occurred as described in Section 9.3 of the Plan.

8. Adjustment Provisions. This Restricted Stock Award, including the number of shares subject to the Restricted Stock Award, will be adjusted upon the occurrence of the events specified in, and in accordance with the provisions of, Section 4.3 of the Plan.

9. Effect of Termination of Service on Restricted Stock Award.

This Restricted Stock Award will vest as follows:

- (i) **Death.** In the event of the Participant’s Termination of Service by reason of the Participant’s death, any unvested shares of Common Stock subject to this Agreement will vest upon the date of such separation from service.
- (ii) **Disability.** In the event of the Participant’s Termination of Service by reason the Participant’s Disability, any unvested shares of Common Stock subject to this Agreement will vest. Your Disabled status must become effective prior to the date of your separation from service in order to be recognized under this Agreement.

(iii) Termination for Cause. In the event of the Participant's Termination of Service for Cause, all Common Stock subject to this Agreement that has not vested will be forfeited. For purposes of this Agreement, the term "Cause" means: (A) willful misconduct by the Participant that in the reasonable determination of the uninterested members of the Board has caused or is likely to cause material injury to the reputation or business of the Bank or an affiliate of the Bank; (B) any act of fraud, material misappropriation or other dishonesty by the Participant; (C) the Participant's violation of his or her fiduciary duties to the Bank or affiliates of the Bank or his or her violation of the Company's Code of Business Conduct and Ethics, as reasonably determined by the uninterested members of the Board; or (D) the Participant's conviction of a felony.

(iv) Resignation from the Board. Notwithstanding the above, if the Participant resigns from the Board at least nine (9) months after the Date of Grant, he or she shall receive a pro-rata portion of the Restricted Stock Award based on completed years of service as of the Participant's separation date if the Participant has attained age 65 and completed five (5) years of service on the Board.

(v) Other. In the event the Participant terminates service for reasons other than those described in items (i) through (iv), all shares of Common Stock subject to this Agreement which have not vested will expire and be forfeited as of the termination date.

10. Tax-Withholding. Non-employee directors are considered self-employed and not subject to mandatory tax withholding. Income recognized upon the vesting of this Restricted Stock Award will be reported on the director's Form 1099.

11. Modification or Amendment. This Agreement may not be amended or otherwise modified, except as set forth herein, unless evidenced in writing and signed by the Company and the Participant. Notwithstanding the foregoing, the Committee may amend this Agreement by a writing that specifically states that it is amending this Agreement, so long as a copy of such amendment is delivered to you, provided that no such amendment shall adversely affect in a material way your rights hereunder without your written consent (except to the extent the Committee reasonably determines that such amendment or termination is necessary or appropriate to comply with applicable law or the rules or regulations of any stock exchange on which the Company's stock is listed or quoted). Without limiting the foregoing, the Committee reserves the right to change, by written notice to you, the provisions of your Restricted Stock Awards and this Agreement in any way it may deem necessary or advisable to carry out the purpose of the grant of the Restricted Stock Awards as a result of any change in applicable law or regulation or any future law, regulation, ruling, or judicial decisions.

12. No Continuation of Service. Neither the Plan nor this Award will confer upon the Participant any right to continue in the Service of the Company or any of its affiliates, or limit in any respect the right of the Company or its affiliates to discharge the Participant at any time, with or without Cause and with or without notice.

13. Transferability. The Restricted Stock Awards may not be sold, pledged, assigned, or transferred in any manner; other than by will or the laws of descent. Any such purported sale, pledge, assignment, or transfer in violation of this Agreement shall be void and of no effect.

14. Beneficiary. Participant may name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any vested but unpaid Restricted Stock Award is to be paid in case of Participant's death. Each designation shall revoke all prior designations by the same Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Company or its designee during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's spouse or the Participant's estate if the Participant has no spouse at the time of death.

15. Interpretation. The Participant accepts the Restricted Stock Award subject to all the terms and provisions and restrictions of this Agreement and the Plan. The undersigned Participant hereby accepts as binding, conclusive and final all decisions or interpretations of the Board or the Committee upon any questions arising under this Agreement or the Plan.

16. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

17. Entire Agreement. This Agreement, together with the Plan, represents the entire agreement between the parties and supersedes any and all prior or contemporaneous discussions, understandings, or any agreements of any nature, written or otherwise, relating to the subject matter hereof.

18. Governing Law. This Agreement will be construed in accordance with the laws of the State of New York without regard to the application of the principles of conflicts of laws.

19. Execution. This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

20. Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company as follows:

Hanover Bancorp, Inc.
80E Jericho Turnpike, Mineola NY 11501
Attn: Finance Department

Any notice to be given under the terms of this Agreement to Participant shall be addressed to Participant at the address listed in the Company's records. By a notice given pursuant to this Section 20 either party may designate a different address for notices. Any notice shall be deemed to have been duly given when personally delivered (addressed as specified above) or when enclosed in a properly sealed envelope (addressed as specified above) and deposited, postage prepaid, with the U.S. postal service or an express mail company.

21. Section 409A Compliance. It is intended that the Restricted Stock Award shall comply with Section 409A of the Code, and the provisions of this Agreement and the Plan shall be construed and administered accordingly. Any amendment or modification of this Restricted Stock Award (to the extent permitted under the terms of the Plan), will be undertaken in a manner intended to comply with Section 409A, to the extent applicable. Notwithstanding the foregoing, any shares of Common Stock distributable to a “Specified Employee” as a result of a termination of service will not be delivered to such Specified Employee until the date that is six months and one day after the date of the Separation From Service, if required to comply with Section 409A. For purposes hereof, a “Specified Employee” shall mean any Participant who is a specified employee for purposes of section 1.409A-1(i) of the U.S. Treasury Regulations.

HANOVER BANCORP, INC.

By: _____
Name: Michelle Mihas
Title: Senior Vice President, Corporate Secretary

ACCEPTANCE

Participant hereby acknowledges receipt of a copy of the Plan, represents that Participant has read and understands the terms and provisions thereof and accepts the Restricted Stock Award subject to all the terms and conditions of the Plan and this Agreement. Participant acknowledges that there may be adverse tax consequences upon disposition of the Shares and that Participant should consult a tax adviser prior to such disposition.

Date: _____

**FORM OF
TIME-BASED RESTRICTED STOCK AWARD AGREEMENT
(EXECUTIVE)**

Granted by

HANOVER BANCORP, INC.

under the

**HANOVER BANCORP, INC.
2026 EQUITY INCENTIVE PLAN**

This time-based restricted stock award agreement (“**Restricted Stock Award**” or “**Agreement**”) is and will be subject in every respect to the provisions of the *Hanover Bancorp, Inc. 2026 Equity Incentive Plan* (the “**Plan**”) which are incorporated herein by reference and made a part hereof, subject to the provisions of this Agreement. The holder of this Restricted Stock Award (the “**Participant**”) hereby accepts this Restricted Stock Award, subject to all the terms and provisions of the Plan and this Agreement, and agrees that all decisions under and interpretations of the Plan and this Agreement by the Compensation Committee of the Board of Directors of Hanover Bancorp, Inc. (the “**Committee**”) will be final, binding and conclusive upon the Participant and the Participant’s heirs, legal representatives, successors and permitted assigns. A copy of the Plan and related prospectus will be provided upon acceptance of this Agreement. Capitalized terms used herein but not defined will have the same meaning as in the Plan.

1. **Name of Participant:** _____
2. **Date of Grant:** _____
3. **Number of Shares Subject to this Restricted Stock Award:** _____
4. **Vesting Schedule** Except as otherwise provided in this Agreement, this Restricted Stock Award shall vest as follows:

Vesting Date	Number of Shares Vesting

If a Vesting Date falls on a non-business day, the Restricted Stock Award will vest on the next business day.

As of each Vesting Date or other vesting event noted under this Agreement, Participant shall be deemed to own such shares of Common Stock and be entitled to all benefits of ownership of the shares of Common Stock, including the right to transfer such shares, subject to the terms of this Agreement and the Plan.

5. Terms and Conditions.

The Participant will have the right to vote the unvested shares of Restricted Stock awarded hereunder on matters which require shareholder vote.

Any dividends or distributions (cash or stock) declared with respect to subject to this Restricted Stock Award will be distributed subject to the same restrictions and the same vesting schedule as the underlying shares of Common Stock on which the dividend was declared. For the avoidance of doubt, in no event will dividends be paid to a Participant on any Restricted Stock Award prior to the date on which the Restricted Stock Award vests.

6. Distributions under this Restricted Stock Award.

- (i) *Shares of Common Stock.* Delivery of shares of Common Stock under this Restricted Stock Award will comply with all applicable laws (including, the requirements of the Securities Act), and the applicable requirements of any securities exchange or similar entity.
- (ii) *Distribution of Accrued Dividends.* Cash and stock dividends will be distributed when the underlying shares of Common Stock on which the dividend was declared vest.

7. Change in Control. In the event of a Change in Control, the shares of Common Stock will no longer be subject to forfeiture pursuant to Section 4 hereof and shall be deemed fully vested. A “**Change in Control**” will be deemed to have occurred as described in Section 9.3 of the Plan.

8. Adjustment Provisions. This Restricted Stock Award, including the number of shares subject to the Restricted Stock Award, will be adjusted upon the occurrence of the events specified in, and in accordance with the provisions of, Section 4.3 of the Plan.

9. Effect of Termination of Service on Restricted Stock Award.

This Restricted Stock Award will vest as follows:

- (i) **Death.** In the event of the Participant’s Termination of Service by reason of the Participant’s death, any unvested shares of Common Stock subject to this Agreement will vest upon the date of such separation from service.
- (ii) **Disability.** In the event of the Participant’s Termination of Service by reason the Participant’s Disability, any unvested shares of Common Stock subject to this Agreement will vest. Your Disabled status must become effective prior to the date of your separation from service in order to be recognized under this Agreement.

(iii) Termination for Cause. In the event of the Participant's Termination of Service for Cause, all Common Stock subject to this Agreement that has not vested will be forfeited. For purposes of this Agreement, the term "Cause" shall have the meaning set forth in the Employment or Change in Control Agreement to which the Participant is a party to. If the Participant is not a party to an employment agreement or change in control agreement with the Company or an affiliate of the Company, Cause means: (A) willful misconduct by the Participant that in the reasonable determination of the Board has caused or is likely to cause material injury to the reputation or business of the Company or Affiliate; (B) any act of fraud, material misappropriation or other dishonesty by the Participant; (C) the Participant's violation of his or her fiduciary duties to the Company or its Affiliates or his or her violation of the Company's Code of Business Conduct and Ethics, as reasonably determined by the Board; or (D) the Participant's conviction of a felony.

(iv) Involuntary Termination for Reasons other than Cause or Resignation for Good Reason not in Connection with a Change in Control. In the Committee's sole discretion, any unvested portion of this Restricted Stock Award may be accelerated in connection with a Participant's resignation for Good Reason or Involuntary Termination for reasons other than Cause, subject to the Company's receipt of a valid general release of claims.

(v) Retirement. Notwithstanding the above, if the Participant retires prior to a Vesting Date, the shares of Common Stock shall not be forfeited, but rather shall continue to vest in accordance with the Vesting Schedule set forth in Section 4 above, as though such termination had never occurred, so long as the Participant has at all times since the Date of Grant complied with the terms of any confidentiality and non-solicitation agreement between the Company or an Affiliate and the Participant. For purposes hereof, a Participant "retires" if: (a)(1) the Participant is at least 65 years of age and has completed three (3) full years of service as an employee of the Company or any Affiliate, or (2) the Participant is at least 55 years of age and has completed ten (10) full years of service as an employee of the Company or any Affiliate, (b) the Participant will no longer render services as an employee, consultant, director or otherwise to any financial institution, which shall include any insured depository institution or its holding company or any other regulated or unregulated lender, and (c) the Participant provides the Director of Human Resources (or if there is no director of Human Resources, the most senior employee handling human resources matters) six (6) months prior written notice of the Participant's intention to retire and that such intended retirement constitutes a "retirement" hereunder. The Company shall have the right, at the time of retirement and periodically thereafter, to require Participant to certify that Participant is in compliance with subparagraph (b) above.

(vi) Other. In the event the Participant terminates service for reasons other than those described in items (i) through (v), all shares of Common Stock subject to this Agreement which have not vested will expire and be forfeited as of the termination date.

10. Required Tax Obligations/Share Withholding. Participants are required to pay to the Company all applicable mandatory federal, state, local or other taxes with respect to any distribution of Common Stock subject to a Restricted Stock Award (the "Required Tax Obligations"). Generally, all Required Tax Obligations are satisfied by the Company through share withholding. The Company or the Bank will notify the Participant of the amount of shares of Common Stock needed to be withheld to satisfy the Required Tax Obligations. Only whole shares of Common Stock may be withheld; therefore, Participants may be required to make a cash payment for the Required Tax Obligation amount that cannot be covered by a full share of Common Stock. *Participants who do not wish to participate in share withholding or unable to do so must contact the Bank's Human Resources Department to make arrangements to pay the Required Tax Obligations by check rather than by share withholding.*

11. Modification or Amendment. This Agreement may not be amended or otherwise modified, except as set forth herein, unless evidenced in writing and signed by the Company and the Participant. Notwithstanding the foregoing, the Committee may amend this Agreement by a writing that specifically states that it is amending this Agreement, so long as a copy of such amendment is delivered to you, provided that no such amendment shall adversely affect in a material way your rights hereunder without your written consent (except to the extent the Committee reasonably determines that such amendment or termination is necessary or appropriate to comply with applicable law or the rules or regulations of any stock exchange on which the Company's stock is listed or quoted). Without limiting the foregoing, the Committee reserves the right to change, by written notice to you, the provisions of your Restricted Stock Awards and this Agreement in any way it may deem necessary or advisable to carry out the purpose of the grant of the Restricted Stock Awards as a result of any change in applicable law or regulation or any future law, regulation, ruling, or judicial decisions.

12. No Continuation of Service. Neither the Plan nor this Award will confer upon the Participant any right to continue in the Service of the Company or any of its affiliates, or limit in any respect the right of the Company or its affiliates to discharge the Participant at any time, with or without Cause and with or without notice.

13. Restrictive Covenant. The Participant agrees that during his or her employment with the Company and/or its subsidiaries and for one (1) year after the termination of such employment for any reason (the "Non-Solicitation Period"), the Participant shall not directly or indirectly (i) recruit, solicit or otherwise induce or attempt to induce any employees of the Company or any of its subsidiaries to leave their employment or (ii) call upon, solicit, divert or take away, or attempt to divert or take away, the business or patronage of any client, customer licensee, vendor, collaborator or corporate partner of the Company or any of its subsidiaries that had a business relationship with the Company or any of its subsidiaries at the time of termination of the Participant's employment with the Company or any of its subsidiaries or six months prior thereto. The Participant acknowledges that, in the event of any such breach by the Participant of the non-solicitation restriction, the Company and/or its subsidiaries would be harmed irreparably and immediately and could not be made whole by monetary damages. Accordingly, the Company and/or its subsidiaries, in addition to any other remedy to which any of them may be entitled, shall be entitled to an injunction or injunctions to prevent breaches of such provisions and to compel specific performance of the provisions hereof. If any provision of this Agreement is found to be unenforceable, then it is the intention of the parties that the remainder of this Agreement shall be unaffected and the provision found to be unenforceable shall be deemed modified to the extent deemed necessary by the court to render them reasonable and enforceable and that the court enforce them to such extent (for example, that the Non-Solicitation Period be deemed to be the longest period permissible by law, but not in excess of the length provided above).

13. Transferability. The Restricted Stock Awards may not be sold, pledged, assigned, or transferred in any manner; other than by will or the laws of descent. Any such purported sale, pledge, assignment, or transfer in violation of this Agreement shall be void and of no effect.

14. Beneficiary. Participant may name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any vested but unpaid Restricted Stock Award is to be paid in case of Participant's death. Each designation shall revoke all prior designations by the same Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Company or its designee during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's beneficiary as determined under the Hanover Community Bank ("Bank") 401(k) plan, if the Participant has an account in the Bank's 401(k) Plan, or if one is not designated, the Participant's spouse or the Participant's estate if the Participant has no spouse at the time of death.

15. Interpretation. The Participant accepts the Restricted Stock Award subject to all the terms and provisions and restrictions of this Agreement and the Plan. The undersigned Participant hereby accepts as binding, conclusive and final all decisions or interpretations of the Board or the Committee upon any questions arising under this Agreement or the Plan.

16. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

17. Entire Agreement. This Agreement, together with the Plan, represents the entire agreement between the parties and supersedes any and all prior or contemporaneous discussions, understandings, or any agreements of any nature, written or otherwise, relating to the subject matter hereof.

18. Governing Law. This Agreement will be construed in accordance with the laws of the State of New York without regard to the application of the principles of conflicts of laws.

19. Execution. This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

20. Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company as follows:

Hanover Bancorp, Inc.
80E Jericho Turnpike, Mineola NY 11501
Attn: Finance Department

Any notice to be given under the terms of this Agreement to Participant shall be addressed to Participant at the address listed in the Company's records. By a notice given pursuant to this Section 20 either party may designate a different address for notices. Any notice shall be deemed to have been duly given when personally delivered (addressed as specified above) or when enclosed in a properly sealed envelope (addressed as specified above) and deposited, postage prepaid, with the U.S. postal service or an express mail company.

21. Section 409A Compliance. It is intended that the Restricted Stock Award shall comply with Section 409A of the Code, and the provisions of this Agreement and the Plan shall be construed and administered accordingly. Any amendment or modification of this Restricted Stock Award (to the extent permitted under the terms of the Plan), will be undertaken in a manner intended to comply with Section 409A, to the extent applicable. Notwithstanding the foregoing, any shares of Common Stock distributable to a “Specified Employee” as a result of a termination of employment will not be delivered to such Specified Employee until the date that is six months and one day after the date of the Separation From Service, if required to comply with Section 409A. For purposes hereof, a “Specified Employee” shall mean any Participant who is a specified employee for purposes of section 1.409A-1(i) of the U.S. Treasury Regulations.

HANOVER BANCORP, INC.

By: _____
Name: Michelle Mihas
Title: Senior Vice President, Corporate Secretary

ACCEPTANCE

Participant hereby acknowledges receipt of a copy of the Plan, represents that

Participant has read and understands the terms and provisions thereof and accepts the Restricted Stock Award subject to all the terms and conditions of the Plan and this Agreement. Participant acknowledges that there may be adverse tax consequences upon disposition of the Shares and that Participant should consult a tax adviser prior to such disposition.

Date: _____

FORM OF PERFORMANCE UNIT AWARD AGREEMENT

This Performance Unit Award Agreement (hereinafter referred to as this “Agreement”) is entered into effective as of the day of , 202__, by and between Hanover Bancorp, Inc., a New York corporation, (hereinafter referred to as “Corporation”), and (hereinafter referred to as “Grantee”), an employee of the Corporation or a subsidiary thereof, pursuant to the terms of the **Hanover Bancorp, Inc. 2026 Equity Incentive Plan** (hereinafter referred to as the “Plan”).

1. **Performance Unit Award.** This Agreement constitutes evidence of the issuance and grant of a Performance Unit Award (hereinafter referred to as “Award”) of _____ Performance Units (subject to adjustment, “Performance Units”) to the Grantee by the Corporation that shall entitle the Grantee to receive one (1) share of the Corporation’s common stock (hereinafter also referred to as “Common Stock”) for each earned Performance Unit, all pursuant and subject to the terms, provisions, and conditions of this Agreement (including, without limitation, the conditions, restrictions and limitations stated in paragraph 4, below) and the terms and provisions of the Plan, which are incorporated herein by reference. This Agreement, when executed by the Grantee, constitutes an agreement between the Corporation and the Grantee. The Performance Units granted pursuant to this Agreement include Dividend Equivalent Rights on Performance Units upon the declaration and payment of cash dividends by the Corporation to holders of the Common Stock, payable to Grantee upon the earning of Performance Units (and forfeited by the Grantee to the extent the Performance Units are not earned) as provided for in paragraph 4(f) of this Agreement, below. Dividend Equivalent Rights do not constitute a right to earn interest on associated dividends.

2. **Plan.** The Award is made to the Grantee pursuant to the terms and provisions of the Plan and any related long-term incentive program. Should there be any inconsistency between the provisions of this Agreement and the terms and provisions of the Award stated in the resolutions and records of the Compensation Committee of the Board of Directors of the Corporation (the “Committee”) providing for the Award or the provisions of the Plan, the provisions of such resolutions and records and of the Plan shall control. Except where expressly stated or clearly indicated otherwise by the terms of this Agreement, all terms, words and phrases used herein shall have the same meaning and effect as stated and as defined in the Plan. The Grantee has been provided a complete copy of the Plan with this Agreement.

3. **Grantee's Agreement Concerning Award and Employment.** In consideration of the Corporation's granting of the Award of Performance Units and entitlement to shares of Common Stock, as incentive compensation to Grantee pursuant to this Agreement, the Grantee, by acceptance thereof, and signing this Agreement evidencing its terms, agrees to such terms and to continue to contribute and perform service in the employ of the Corporation or a subsidiary thereof, at the direction, will and pleasure of the Corporation and the Board of Directors. Neither the foregoing agreement of the Grantee in this paragraph 3, nor any other provision in this Agreement shall confer on the Grantee any right to continue in the employ of the Corporation (or a subsidiary thereof), or interfere in any way with the right of the Corporation (or such subsidiary) to terminate the Grantee's employment at any time.

4. **Terms and Conditions of Award.** The issue and grant of the award of Performance Units to the Grantee stated in paragraph 1, above, shall be subject to the following terms and conditions:

(a) The right to ownership of the Common Stock underlying the Performance Units granted to the Grantee hereunder shall be determined after the close of the period beginning January 1, 20_____, and ending on December 31, 20_____, (which period, as it may be accelerated hereunder, is hereinafter referred to as "Performance Period"), as herein provided.

(b) The Grantee shall earn and become entitled to receive a percentage of the number of Performance Units granted under paragraph 1 above as provided for in Exhibit A, attached hereto no later than the expiration of the 120 day period following the completion of the Performance Period referenced above, based upon the Corporation's ranking for the criteria set forth on Exhibit A compared to the Peer Group listed in Exhibit A attached hereto, all as determined by the Committee, in its sole discretion (the "Performance Goal"); provided, however, that except as may be set forth in Section 5 below, Grantee must be an employee in good standing of the Corporation or any subsidiary as of the date the Compensation Committee of the Corporation determines whether the Performance Units are earned.

(c) Upon expiration of the 120 day period following the completion of the Performance Period (or earlier if the Compensation Committee has finalized its determination of the number of Performance Units earned), the Grantee shall be entitled to receive one (1) share of Common Stock for each Performance Unit that becomes earned by the Grantee pursuant to the Award; provided, no fractional shares shall be issued (rounding down to the nearest whole share, if need be).

(d) All Common Stock the Grantee becomes entitled to receive pursuant to the Award and any other compensation payable to the Grantee under the Award shall be paid, distributed, transferred and issued by the Corporation to the Grantee at the expiration of the 120 day period following expiration of the Performance Period (or earlier if the Compensation Committee has finalized its determination of the number of Performance Units earned) and the Grantee shall not be permitted, directly or indirectly, to designate the time of payment, distribution or transfer or the taxable year in which it is to be made.

(e) Grantee shall not be entitled to vote any shares of Common Stock of the Corporation and, except as provided in paragraph 4 (f), the Grantee shall not have any right or interest as a holder of common stock by reason of the Performance Unit Award granted under this Agreement during the Performance Period, and prior to the determination of the number of shares of Common Stock earned under the Award.

(f) To the extent the Corporation declares and pays a cash dividend to holders of shares of Common Stock during the Performance Period, Dividends Equivalents shall be accrued with respect to Performance Units awarded hereunder as if such Performance Units were outstanding shares of Common Stock. Such Dividend Equivalent Rights do not entitle the Grantee dividends, unless and until the Compensation Committee has determined the number of Performance Units earned hereunder and the related shares of Common Stock are issued to Grantee. At that time, all dividends accrued on such earned Performance Units shall also be paid over the Grantee. Any dividends accrued on Performance Units which are forfeited or otherwise not earned shall be forfeited, and Grantee shall have no right to or claim for such dividends.

(g) The Performance Units granted to Grantee pursuant to the Award may not be sold, assigned, transferred, pledged, encumbered or otherwise disposed of by Grantee or any other person except as provided in the Award and the Plan.

(h) If the Grantee's employment with the Corporation (or a subsidiary thereof) terminates prior to the end of the Performance Period other than by reason of Disability, Death or Retirement, or in connection with a Change in Control (which are dealt with in Section 5 hereof), the Grantee shall forfeit all of the Grantee's right, title or interest in the Performance Units regardless of the reason for such termination of employment, and to any Dividends accrued on such forfeited Performance Units. Upon a forfeiture, the Performance Units forfeited shall be cancelled for all purposes. The transfer of employment of the Grantee by or between the Corporation and any subsidiary of the Corporation shall not be deemed to be a termination of Grantee's employment with the Corporation.

(i) The Grantee agrees that during his or her employment with the Corporation and/or its subsidiaries and for one year after the termination of such employment for any reason (the "Non-Solicit Period"), the Grantee shall not directly or indirectly (i) recruit, solicit or otherwise induce or attempt to induce any employees of the Corporation or any of its subsidiaries to leave their employment or (ii) call upon, solicit, divert or take away, or attempt to divert or take away, the business or patronage of any client, customer licensee, vendor, collaborator or corporate partner of the Corporation or any of its subsidiaries that had a business relationship with the Corporation or any of its subsidiaries at the time of termination of the Grantee's employment with the Corporation or any of its subsidiaries or six months prior thereto. The Grantee acknowledges that, in the event of any such breach by the Grantee of the non-solicitation provisions above, the Corporation and/or its subsidiaries would be harmed irreparably and immediately and could not be made whole by monetary damages. Accordingly, the Corporation, and/or its subsidiaries, in addition to any other remedy to which any of them may be entitled, shall be entitled to an injunction or injunctions to prevent breaches of such provisions and to compel specific performance of the provisions hereof. If any provision of this Award Agreement is found to be unenforceable, then it is the intention of the parties that the remainder of the Award Agreement shall be unaffected and the provision found to be unenforceable shall be deemed modified to the extent deemed necessary by the court to render them reasonable and enforceable and that the court enforce them to such extent (for example, that the Non-Solicit Period be deemed to be the longest period permissible by law, but not in excess of the length provided above).

5. Transferability of Performance Units; Termination of Employment; Change in Control.

(a) The Award, the Grantee's rights and obligations hereunder and the Performance Units granted hereunder shall not be transferable by the Grantee otherwise than by will or the laws of descent and distribution which apply to the Grantee's estate.

(b) Notwithstanding anything to the contrary expressed or implied herein (including without limitation, the restrictions stated in paragraph 4, above, applicable to the Performance Units), all rights and interest of the Grantee in the Performance Units shall become invalid and wholly terminated and forfeited upon the termination of the Grantee's employment with the Corporation (or a subsidiary), during the Performance Period and until the Compensation Committee determines whether the Performance Units have been earned, other than a termination by reason of Disability, the death of the Grantee, Retirement or a termination in accordance with a Change in Control.

(c) In the event of termination of the Grantee's employment with the Corporation (or a subsidiary) during the Performance Period and prior to the determination by the Compensation Committee whether the Performance Units are earned, by reason of (i) the Disability of the Grantee, or (ii) the Grantee's death while still employed by the Corporation (or a Subsidiary), then the Performance Units subject to this Award will be deemed earned at the "target" level as set forth in Exhibit A hereto, subject to proration as set forth below. The actual earned Award shall be a prorated number of Performance Units equal to the total of Performance Units earned under the Award at the end of the Performance Period at the "target" level, multiplied by a fraction of which the numerator shall be the number of full months which have elapsed under the Performance Period at the time of such termination of employment by reason of Disability or death, and the denominator of which shall be the total number of months in the Performance Period. The shares of Common Stock underlying such prorated earned Performance Units shall be issued to the Grantee, in the event of any such Disability, and to the legatees, designated Beneficiary, or personal representatives or heirs of the Grantee, in the event of the Grantee's death. The prorated award of Performance Units earned in the Performance Period to which the Grantee or the legatees, a designated Beneficiary, or the personal representative or heirs of the Grantee shall become vested in and entitled to receive under the foregoing provisions in the event of Disability or death of the Grantee, is to be qualified performance-based compensation paid solely on account of attainment of the Performance Goal. The Disability or death of the Grantee during the Performance Period in and of itself alone shall in no case cause the Performance Units or any part of thereof provided for hereunder to be deemed earned. A prorated earning and entitlement to Performance Units or a part thereof, hereunder by reason of such events shall in all cases remain subject to and dependent solely upon the attainment of the Performance Goal as provided herein.

(d) The Grantee may designate a Beneficiary to receive any rights of the Grantee which may be earned in the event of the death of the Grantee under procedures and in the form established by the Committee; and in the absence of such designation of a Beneficiary, any such rights shall be deemed to be transferred to the estate of the Grantee.

(e) In the event of termination of the Grantee's employment with the Corporation (or a subsidiary) during the Performance Period and prior to the determination by the Compensation Committee whether the Performance Units are earned, by reason of Retirement (as defined below) then, at the conclusion of the Performance Period (regardless of the time of the termination of employment hereunder), the Committee shall, pursuant to Section 4(b), determine the number of Performance Units (if any) subject to the Award which are earned. The Award shall then be prorated so that the number of Performance Units earned will equal the total number of Performance Units earned under the Award at the end of the Performance Period multiplied by a fraction of which the numerator shall be the number of full months which have elapsed under the Performance Period at the time of such termination of employment by reason of Retirement, and the denominator of which shall be the total number of months in the Performance Period. For purposes hereof, a termination of employment will be deemed to be for "Retirement" if (a) (i) the Grantee is at least 65 years of age and has completed three (3) full years of service as an employee of the Corporation or any subsidiary, or (ii) the Grantee is at least 55 years of age and has completed ten (10) full years of service as an employee of the Corporation or any subsidiary, (b) the Grantee will no longer render services as an employee, consultant, director or otherwise to any financial institution, which shall include any insured depository institution or its hold company or any other regulated or unregulated lender, and (c) the Grantee provides the Director of Human Resources (or if there is no directors of Human Resources, the most senior employee handling human resources matters) six (6) months prior written notice of the Grantee's intended termination of employment and that such intended termination constitutes Retirement hereunder. The Corporation shall have the right, at the time of Retirement and periodically thereafter, to require Grantee to certify that Grantee is in compliance with subparagraph (b) above.

(f) In the event of a Change in Control during the Performance Period and prior to the determination by the Compensation Committee whether the Performance Units are earned, then the Performance Units subject to this Award will be deemed earned at the “target” level as set forth in Exhibit A hereto, and the shares of Common Stock underlying the Performance Units shall immediately be issued to the Grantee.

6. **Administration of Performance Unit Award.** The grant of the Award shall be subject to such other rules and requirements as the Committee, in its sole discretion, may determine to be appropriate with respect to administration thereof and the terms and conditions made applicable to the Grantee and the Performance Units during the Performance Period. The Award, this Agreement, and the rights and obligations of the parties thereto shall be subject to interpretation and construction by the Committee to the same extent and with the same effect as Committee actions under pertinent provisions of the Plan, and the Committee shall have the authority to waive such terms and conditions of an Award as the Committee shall deem appropriate. The Grantee shall take all actions and execute and deliver all documents as may from time to time be requested by the Committee in connection with such restrictions and in furtherance hereof. The Grantee agrees to pay to the Corporation any applicable federal, state, or local income, employment, social security, Medicare, or other withholding tax obligation arising in connection with the grant of the Award to the Grantee; and the Corporation shall have the right, without the Grantee’s prior approval or direction, to satisfy such withholding tax by withholding all or any part of the shares of Common Stock or cash that would otherwise be paid and transferred to the Grantee, with any shares of Common Stock so withheld to be valued at the Fair Market Value (as defined in the Plan) on the date of such withholding. The Grantee, with the consent of the Corporation, may satisfy such withholding tax by delivery and transfer to the Corporation of shares of Common Stock previously owned by the Grantee, with any shares so delivered and transferred to be valued at the Fair Market Value on the date of such delivery.

7. **Adjustment Provisions.** It is understood that, prior to the expiration of the Performance Period certain changes in capitalization of the Corporation may occur. It is, therefore, understood and agreed with respect to changes in capitalization that in the event of an increase or decrease in the number of outstanding shares of Common Stock of the Corporation through recapitalization, reclassification, stock split-ups, consolidation of shares, changes in par value, declaration and payment of a stock dividend and the like, an appropriate adjustment shall be made in the number of Performance Units provided for under the Award and stated in Section 1 of this Agreement, by increasing or decreasing the number of Performance Units, as may be required to enable the Grantee to acquire the same proportionate stockholdings as the grant of the Award would originally have provided. Any additional Performance Units issued hereunder shall be subject to all the terms and provisions of this Agreement (including, without limitation, the restrictions stated in paragraph 4, above), and that in making such adjustments, no fractional Performance Units shall be awarded, and the Grantee shall be entitled to receive only the number of full Performance Units to which the Grantee may be entitled by reason of such adjustment.

8. **Required Grantee Repayment/Reduction Provision.** Notwithstanding anything in the Plan, the Award or this Agreement to the contrary, all or a portion of the Award made to the Grantee under this Agreement, whether or not earned, and if earned, the Common Stock issued in relation to such Award, is subject to being called for repayment to the Corporation, forfeited or reduced in any situation where the Corporation is required to prepare an accounting restatement due to the Corporation's material noncompliance with any financial reporting requirement under federal securities laws. The Committee may determine whether the Corporation shall effect any such repayment or reduction: (i) by seeking repayment of the Fair Market Value of the Common Stock, or forfeiture of the shares of Common Stock, issued under the Award from the Grantee, (ii) by reducing (subject to applicable law and the terms and conditions of the Plan or any other applicable plan, program, or arrangement) the amount that would otherwise be awarded or payable to the Grantee under the Award, the Plan or any other compensatory plan, program, or arrangement maintained by the Corporation, (iii) by withholding payment of future increases in compensation (including the payment of any discretionary bonus amount) or grants of compensatory awards that would otherwise have been made in accordance with the Corporation's otherwise applicable compensation practices, or (iv) by any combination of the foregoing. The determination regarding the Grantee's conduct, and repayment, forfeiture or reduction under this provision shall be within the sole discretion of the Committee and shall be final and binding on the Grantee and the Corporation. The Grantee, in consideration of the grant of the Award, and by the Grantee's execution of this Agreement, acknowledges the Grantee's understanding of the agreement to this provision, and hereby agrees to make and allow an immediate and complete repayment, forfeiture or reduction in accordance with this provision in the event of a call for repayment or other action by the Corporation or Committee to effect its terms with respect to the Grantee, the Award and/or any other compensation described herein.

9. **Stock Reserved.** The Corporation shall at all times during the term of the Award reserve and keep available such number of shares of its Common Stock as will be sufficient to satisfy the Award issued and granted to Grantee and the requirements thereof as evidenced by this Agreement, and shall pay all original issue taxes, if any, on the transfer of Common Stock to the Grantee, and all other fees and expenses necessarily incurred by the Corporation in connection therewith.

10. **Rights of Shareholder.** Except as otherwise provided in this Agreement, the Grantee shall have no rights as a shareholder of the Corporation in respect of the Performance Units or Common Stock for which the Award is granted, and the Grantee shall not be considered or treated as a record owner of shares with respect to the Common Stock until the Performance Units are earned and the underlying Common Stock is issued. Notwithstanding the foregoing, as noted above, the Grantee shall of Dividend Equivalent Rights with respect to the Performance Units granted hereunder.

11. **Entire Agreement.** This Agreement, along with the Plan, contains the entire terms of the Award, and may not be changed orally or other than by a written Agreement issued and approved by the Corporation pursuant to the Plan. This Agreement supersedes any agreements or understandings that may previously have existed, and there are no other agreements or understandings, relating to its subject matter.

12. **Successors and Assigns.** The Award shall inure to the benefit of and be binding upon the heirs, legatees, legal representatives, successors, and assigns of the parties thereto.

13. **Section 409A Compliance.** It is intended that the Award shall comply with Section 409A of the Code, and the provisions of the Agreement and the Plan shall be construed and administered accordingly. Any amendment or modification of the Award (to the extent permitted under the terms of the Plan), will be undertaken in a manner intended to comply with Section 409A, to the extent applicable. Notwithstanding the foregoing, any Shares issuable to a Specified Employee (as defined below) as a result of a termination of employment will not be delivered to such Specified Employee until the date that is six months and one day after the date of the Separation from Service, if required to comply with Section 409A.

For purposes hereof, a “Specified Employee” shall mean any Participant who is a specified employee for purposes of section 1.409A-1(i) of the U.S. Treasury Regulations.

[SIGNATURE ON FOLLOWING PAGE]

The Grantee hereby acknowledges receipt of this Agreement and a copy of the Plan and prospectus and accepts the Performance Unit Award under the terms and conditions stated in this Agreement, subject to all terms and provisions of the Plan, by signing this Agreement in duplicate originals, as of the date first above written.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Hanover Bancorp, Inc. of our report dated March 13, 2026, relating to the consolidated financial statements appearing in the Annual Report on Form 10-K of Hanover Bancorp, Inc. for the year ended December 31, 2025.

/s/ Crowe LLP

Livingston, New Jersey
June 29, 2026

Hanover Bancorp, Inc. /MD

	Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
1	Equity	Common stock, \$0.01 par value per share	Other	270,739	\$ 23.425	\$ 6,342,061.08	0.0001381	\$ 875.84
Total Offering Amounts:						\$ 6,342,061.08		\$ 875.84
Total Fee Offsets:								\$ 0.00
Net Fee Due:								\$ 875.84

1

(2) Estimated pursuant to Rules 457(c) and 457(h) under the Securities Act solely for the purpose of calculating the registration fee. The price of \$23.425 per share represents the average of the high and low sales prices of the registrant's common stock as reported on the Nasdaq Capital Market on June 25, 2026.

[illegible]