

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2023  
OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File No. 001-13300

CAPITAL ONE FINANCIAL CORPORATION

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation or organization)  
1680 Capital One Drive,  
McLean, Virginia  
(Address of principal executive offices)

54-1719854  
(I.R.S. Employer Identification No.)  
22102  
(Zip Code)

Registrant's telephone number, including area code: (703) 720-1000

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock (par value \$0.01 per share)	COF	New York Stock Exchange
Depository Shares, Each Representing a 1/40th Interest in a Share of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series I	COF PRI	New York Stock Exchange
Depository Shares, Each Representing a 1/40th Interest in a Share of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series J	COF PRJ	New York Stock Exchange
Depository Shares, Each Representing a 1/40th Interest in a Share of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series K	COF PRK	New York Stock Exchange
Depository Shares, Each Representing a 1/40th Interest in a Share of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series L	COF PRL	New York Stock Exchange
Depository Shares, Each Representing a 1/40th Interest in a Share of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series N	COF PRN	New York Stock Exchange
0.800% Senior Notes Due 2024	COF24	New York Stock Exchange
1.650% Senior Notes Due 2029	COF29	New York Stock Exchange

Securities registered pursuant to section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The aggregate market value of the voting and non-voting stock held by non-affiliates of the registrant as of the close of business on June 30, 2023 was approximately \$41.3 billion. As of January 31, 2024, there were 380,212,220 shares of the registrant's Common Stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

I. Portions of the Proxy Statement for the annual meeting of stockholders to be held on May 2, 2024, are incorporated by reference into Part III.

## TABLE OF CONTENTS

		Page
<b>PART I</b>		<b>4</b>
Item 1.	Business	4
	Overview	4
	Operations and Business Segments	6
	Competition	7
	Supervision and Regulation	7
	Human Capital Resources	18
	Technology and Intellectual Property	19
	Forward-Looking Statements	20
Item 1A.	Risk Factors	22
Item 1B.	Unresolved Staff Comments	43
Item 1C.	Cybersecurity	43
Item 2.	Properties	45
Item 3.	Legal Proceedings	45
Item 4.	Mine Safety Disclosures	45
<b>PART II</b>		<b>46</b>
Item 5.	Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	46
Item 6.	[Reserved]	49
Item 7.	Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”)	49
	Selected Financial Data	50
	Executive Summary	53
	Consolidated Results of Operations	54
	Consolidated Balance Sheets Analysis	59
	Off-Balance Sheet Arrangements	61
	Business Segment Financial Performance	62
	Critical Accounting Policies and Estimates	72
	Accounting Changes and Developments	77
	Capital Management	78
	Risk Management	83
	Credit Risk Profile	89
	Liquidity Risk Profile	100
	Market Risk Profile	105
	Supplemental Tables	110
	Glossary and Acronyms	112
Item 7A.	Quantitative and Qualitative Disclosures about Market Risk	120
Item 8.	Financial Statements and Supplementary Data	121
	Consolidated Statements of Income	127
	Consolidated Statements of Comprehensive Income	128
	Consolidated Balance Sheets	129

Consolidated Statements of Changes in Stockholders' Equity	130
Consolidated Statements of Cash Flows	131
Notes to Consolidated Financial Statements	133
Note 1—Summary of Significant Accounting Policies	133
Note 2—Investment Securities	148
Note 3—Loans	151
Note 4—Allowance for Credit Losses and Reserve for Unfunded Lending Commitments	164
Note 5—Variable Interest Entities and Securitizations	168
Note 6—Goodwill and Other Intangible Assets	172
Note 7—Premises, Equipment and Leases	175
Note 8—Deposits and Borrowings	177
Note 9—Derivative Instruments and Hedging Activities	179
Note 10—Stockholders' Equity	188
Note 11—Regulatory and Capital Adequacy	191
Note 12—Earnings Per Common Share	193
Note 13—Stock-Based Compensation Plans	194
Note 14—Employee Benefit Plans	196
Note 15—Income Taxes	198
Note 16—Fair Value Measurement	202
Note 17—Business Segments and Revenue from Contracts with Customers	211
Note 18—Commitments, Contingencies, Guarantees and Others	216
Note 19—Capital One Financial Corporation (Parent Company Only)	220
Note 20—Related Party Transactions	222
Note 21—Subsequent Events	222
Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	223
Item 9A. Controls and Procedures	223
Item 9B. Other Information	223
Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections	223
<b>PART III</b>	<b>224</b>
Item 10. Directors, Executive Officers and Corporate Governance	224
Item 11. Executive Compensation	224
Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	224
Item 13. Certain Relationships and Related Transactions, and Director Independence	224
Item 14. Principal Accountant Fees and Services	224
<b>PART IV</b>	<b>225</b>
Item 15. Exhibits and Financial Statement Schedules	225
Item 16. Form 10-K Summary	225
<b>EXHIBIT INDEX</b>	<b>226</b>
<b>SIGNATURES</b>	<b>230</b>

**INDEX OF MD&A AND SUPPLEMENTAL TABLES**

<b>MD&amp;A Tables:</b>	<b>Page</b>	
1	Average Balances, Net Interest Income and Net Interest Margin	55
2	Rate/Volume Analysis of Net Interest Income	56
3	Non-Interest Income	57
4	Non-Interest Expense	58
5	Loans Held for Investment	60
6	Funding Sources Composition	60
7	Business Segment Results	63
8	Credit Card Business Results	64
8.1	Domestic Card Business Results	66
9	Consumer Banking Business Results	67
10	Commercial Banking Business Results	69
11	Other Category Results	71
12	Capital Ratios Under Basel III	80
13	Regulatory Risk-Based Capital Components and Regulatory Capital Metrics	81
14	Preferred Stock Dividends Paid Per Share	82
15	Portfolio Composition of Loans Held for Investment	90
16	Loan Maturity Schedule	91
17	Credit Card Portfolio by Geographic Region	91
18	Consumer Banking Portfolio by Geographic Region	92
19	Commercial Real Estate Portfolio by Region	93
20	Commercial Loans by Industry	93
21	Credit Score Distribution	94
22	30+ Day Delinquencies	94
23	Aging and Geography of 30+ Day Delinquent Loans	95
24	90+ Day Delinquent Loans Accruing Interest	96
25	Nonperforming Loans and Other Nonperforming Assets	96
26	Net Charge-Offs (Recoveries)	97
27	Allowance for Credit Losses and Reserve for Unfunded Lending Commitments Activity	99
28	Liquidity Reserves	100
29	Deposits Composition and Average Deposits Interest Rates	102
30	Amount of Time Deposits in Excess of \$250,000 by Contractual Maturity	103
31	Long-Term Debt Funding Activities	104
32	Senior Unsecured Long-Term Debt Credit Ratings	104
33	Interest Rate Sensitivity Analysis	108
 <b>Supplemental Tables:</b>		
A	Net Charge-Offs	110
B	Reconciliation of Non-GAAP Measures	110

**PART I****Item 1. Business**

---

**OVERVIEW**

---

**General**

Capital One Financial Corporation, a Delaware corporation established in 1994 and headquartered in McLean, Virginia, is a diversified financial services holding company with banking and non-banking subsidiaries. Capital One Financial Corporation and its subsidiaries (the “Company” or “Capital One”) offer a broad array of financial products and services to consumers, small businesses and commercial clients through digital channels, branch locations, cafés and other distribution channels.

As of December 31, 2023, Capital One Financial Corporation’s principal operating subsidiary was Capital One, National Association (“CONA”). On October 1, 2022, the Company completed the merger of Capital One Bank (USA), National Association (“COBNA”), with and into CONA, with CONA as the surviving entity (the “Bank Merger”). The Company is hereafter collectively referred to as “we,” “us” or “our.” References to the “Bank” shall mean and refer to (i) CONA from and after the Bank Merger and (ii) CONA and COBNA collectively prior to the Bank Merger.

References to “this Report” or our “2023 Form 10-K” or “2023 Annual Report” are to our Annual Report on Form 10-K for the fiscal year ended December 31, 2023. All references to 2023, 2022 and 2021, refer to our fiscal years ended, or the dates, as the context requires, December 31, 2023, December 31, 2022 and December 31, 2021, respectively. Certain business terms used in this document are defined in “Part II—Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”)—Glossary and Acronyms” and should be read in conjunction with the Consolidated Financial Statements included in this Report.

We were the third largest issuer of Visa® (“Visa”) and MasterCard® (“MasterCard”) credit cards in the U.S. based on the outstanding balance of credit card loans as of December 31, 2023. In addition to credit cards, we also offer debit cards, bank lending, treasury management and depository services, auto loans and other consumer lending products in markets across the U.S. As one of the nation’s largest banks based on deposits as of December 31, 2023, we service banking customer accounts through digital channels and our network of branch locations, cafés, call centers and automated teller machines (“ATMs”).

We also offer products and services outside of the U.S. principally through Capital One (Europe) plc (“COEP”), an indirect subsidiary of CONA organized and located in the United Kingdom (“U.K.”), and through a branch of CONA in Canada. Both COEP and our Canadian branch of CONA have the authority to provide credit card loans.

**Agreement to Acquire Discover**

On February 19, 2024, the Company entered into an agreement and plan of merger (the “Merger Agreement”), by and among Capital One, Discover Financial Services, a Delaware corporation (“Discover”) and Vega Merger Sub, Inc., a Delaware corporation and a direct, wholly owned subsidiary of the Company (“Merger Sub”), pursuant to which (a) Merger Sub will merge with and into Discover, with Discover as the surviving entity in the merger (the “Merger”); (b) immediately following the Merger, Discover, as the surviving entity, will merge with and into Capital One, with Capital One as the surviving entity in the second-step merger (the “Second Step Merger”); and (c) immediately following the Second Step Merger, Discover Bank, a Delaware-chartered and wholly owned subsidiary of Discover, will merge with and into CONA, with CONA as the surviving entity in the merger (the “CONA Bank Merger,” and collectively with the Merger and the Second Step Merger, the “Transaction”). The Merger Agreement was unanimously approved by the Boards of Directors of each of Capital One and Discover.

At the effective time of the Merger, each share of common stock of Discover outstanding immediately prior to the effective time of the Merger, other than certain shares held by Discover or Capital One, will be converted into the right to receive 1.0192 shares of common stock of Capital One. Holders of Discover common stock will receive cash in lieu of fractional shares. At the effective time of the Second Step Merger, each share of Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series C, of Discover, and each share of 6.125% Fixed-Rate Reset Non-Cumulative Perpetual Preferred Stock, Series D, of Discover, in each case outstanding immediately prior to the effective time of the Second Step Merger, will be converted into the right to receive a share of newly created series of preferred stock of Capital One having terms that are not materially less favorable than the applicable series of Discover preferred stock. The closing of the Transaction is subject to the satisfaction of

customary closing conditions, including receipt of required regulatory approvals and approval by the stockholders of each of Capital One and Discover.

**Other Business Developments**

We regularly explore and evaluate opportunities to acquire financial products and services as well as financial assets, including credit card and other loan portfolios, and enter into strategic partnerships as part of our growth strategy. We also explore opportunities to acquire technology companies and related assets to improve our information technology infrastructure and to deliver on our digital strategy. We may issue equity or debt to fund our acquisitions. In addition, we regularly consider the potential disposition of certain of our assets, branches, partnership agreements or lines of business.

**Additional Information**

Our common stock trades on the New York Stock Exchange (“NYSE”) under the symbol “COF” and is included in the Standard & Poor’s (“S&P”) 100 Index. We maintain a website at [www.capitalone.com](http://www.capitalone.com). Documents available under “Governance & Leadership” in the Investor Relations section of our website include:

- our Certificate of Incorporation, Bylaws, Corporate Governance Guidelines, and Code of Conduct; and
- charters for the Audit, Compensation, Governance and Nominating, and Risk Committees of the Board of Directors.

These documents also are available in print to any stockholder who requests a copy. We intend to disclose any future amendments to, or waivers from, our Code of Conduct on the website following the date of any such amendment or waiver.

In addition, we make available free of charge through our website all of our U.S. Securities and Exchange Commission (“SEC”) filings, including our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act, as soon as reasonably practicable after electronically filing or furnishing such material to the SEC at [www.sec.gov](http://www.sec.gov). We also routinely post financial and other information, which could be deemed to be material to investors, on our investor relations website. Information regarding our corporate social responsibility and environmental sustainability initiatives is also available on our website. The content of any of our websites referred to in this Report is not incorporated by reference into this Report or any other filings with the SEC.

---

## OPERATIONS AND BUSINESS SEGMENTS

---

Our consolidated total net revenues are derived primarily from lending to consumer and commercial customers net of funding costs associated with our deposits, long-term debt and other borrowings. We also earn non-interest income which primarily consists of interchange income, net of reward expenses, service charges and other customer-related fees. Our expenses primarily consist of the provision for credit losses, operating expenses, marketing expenses and income taxes.

Our principal operations are organized for management reporting purposes into three major business segments, which are defined primarily based on the products and services provided or the types of customers served: Credit Card, Consumer Banking and Commercial Banking. The operations of acquired businesses have been integrated into or managed as a part of our existing business segments. Certain activities that are not part of a business segment are included in the Other category, such as the management of our corporate investment portfolio and asset/liability positions performed by our centralized Corporate Treasury group and any residual tax expense or benefit beyond what is assessed to our business segments in order to arrive at the consolidated effective tax rate. The Other category also includes unallocated corporate expenses that do not directly support the operations of the business segments or for which the business segments are not considered financially accountable in evaluating their performance, such as certain restructuring charges, as well as residual tax expense or benefit to arrive at the consolidated effective tax rate that is not assessed to our primary business segments.

- *Credit Card*: Consists of our domestic consumer and small business card lending, and international card businesses in the United Kingdom and Canada.
- *Consumer Banking*: Consists of our deposit gathering and lending activities for consumers and small businesses, and national auto lending.
- *Commercial Banking*: Consists of our lending, deposit gathering, capital markets and treasury management services to commercial real estate and commercial and industrial customers. Our customers typically include companies with annual revenues between \$20 million and \$2 billion.

Customer usage and payment patterns, estimates of future expected credit losses, levels of marketing expense and operating efficiency all affect our profitability. In our Credit Card business, we generally experience fluctuations in purchase volume and the level of outstanding loan receivables from seasonal variances in consumer spending and payment patterns which, for example, have historically been the highest around the winter holiday season. Net charge-off rates for our credit card loan portfolio also have historically exhibited seasonal patterns as well and generally tend to be the highest in the first quarter of the year.

For additional information on our business segments, including the financial performance of each business, see “Part II—Item 7. MD&A—Executive Summary,” “Part II—Item 7. MD&A—Business Segment Financial Performance” and “Part II—Item 8. Financial Statements and Supplementary Data—Note 17—Business Segments and Revenue from Contracts with Customers” of this Report.

---

## COMPETITION

---

Each of our business segments operates in a highly competitive environment, and we face competition in all aspects of our business from numerous bank and non-bank providers of financial services.

Our Credit Card business competes with international, national, regional and local issuers of Visa and MasterCard credit cards, as well as with American Express<sup>®</sup>, Discover Card<sup>®</sup>, private-label card brands, and, to a certain extent, issuers of debit cards. In general, customers are attracted to credit card issuers largely on the basis of price, credit limit, reward programs, customer experience and other product features.

Our Consumer Banking and Commercial Banking businesses compete with national, state and direct banks for deposits, commercial and auto loans, as well as with savings and loan associations and credit unions for loans and deposits. Our competitors also include automotive finance companies, commercial banking companies and other financial services providers that provide loans, deposits, and other similar services and products. In addition, we compete against non-depository institutions that are able to offer these products and services.

We also consider new and emerging companies in digital and mobile payments and other financial technology providers among our competitors. We compete with many forms of payment mechanisms, systems and products, offered by both bank and non-bank providers.

Our businesses generally compete on the basis of the quality and range of their products and services, transaction execution, innovation and price. Competition varies based on the types of clients, customers, industries and geographies served. Our ability to compete depends, in part, on our ability to attract and retain our associates and on our reputation as well as our ability to keep pace with innovation, in particular in the development of new technology platforms. There can be no assurance, however, that our ability to market products and services successfully or to obtain adequate returns on our products and services will not be impacted by the nature of the competition that now exists or may later develop, or by the broader economic environment. For a discussion of the risks related to our competitive environment, see “Item 1A. Risk Factors.”

---

## SUPERVISION AND REGULATION

---

### General

The regulatory framework applicable to banking organizations is intended primarily for the protection of depositors and the stability of the U.S. financial system, rather than for the protection of stockholders and creditors.

As a banking organization, we are subject to extensive regulation and supervision. In addition to banking laws and regulations, we are subject to various other laws and regulations, all of which directly or indirectly affect our operations, management and ability to make distributions to stockholders. We and our subsidiaries are also subject to supervision and examination by multiple regulators. In addition to laws and regulations, state and federal bank regulatory agencies may issue policy statements, interpretive letters and similar written guidance applicable to us and our subsidiaries. Any change in the statutes, regulations or regulatory policies applicable to us, including changes in their interpretation or implementation, could have a material effect on our business or organization.

Both the scope of the laws and regulations and the intensity of the supervision to which we are subject have increased, initially in response to the 2007-2008 financial crisis, and more recently in light of other factors such as technological, political and market changes, as well as the 2023 regional bank failures. Regulatory enforcement and fines have also increased across the banking and financial services sector.

The descriptions below summarize certain significant federal and state laws, as well as international laws, to which we are subject. The descriptions are qualified in their entirety by reference to the particular statutory or regulatory provisions summarized. They do not summarize all possible or proposed changes in current laws or regulations and are not intended to be a substitute for the related statutes or regulatory provisions.

### Prudential Regulation of Banking

Capital One Financial Corporation is a bank holding company (“BHC”) and a financial holding company (“FHC”) under the Bank Holding Company Act of 1956, as amended (“BHC Act”), and is subject to the requirements of the BHC Act, including



approval requirements for investments in or acquisitions of banking organizations, capital adequacy standards and limitations on non-banking activities. As a BHC and FHC, we are subject to supervision, examination and regulation by the Board of Governors of the Federal Reserve System ("Federal Reserve"). Permissible activities for a BHC include those activities that are so closely related to banking as to be a proper incident thereto. In addition, an FHC is permitted to engage in activities considered to be financial in nature (including, for example, securities underwriting and dealing and merchant banking activities), incidental to financial activities or, if the Federal Reserve determines that they pose no risk to the safety or soundness of depository institutions or the financial system in general, activities complementary to financial activities.

To become and remain eligible for FHC status, a BHC and its subsidiary depository institutions must meet certain criteria, including capital, management and Community Reinvestment Act ("CRA") requirements. Failure to meet such criteria could result, depending on which requirements were not met, in restrictions on new financial activities or acquisitions or being required to discontinue existing activities that are not generally permissible for BHCs.

The Bank is a national association chartered under the National Bank Act, the deposits of which are insured by the Federal Deposit Insurance Corporation ("FDIC") up to applicable limits. The Bank is subject to comprehensive regulation and periodic examination by the Office of the Comptroller of the Currency ("OCC"), the FDIC and the Consumer Financial Protection Bureau ("CFPB").

We also are registered as a financial institution holding company under the laws of the Commonwealth of Virginia and, as such, we are subject to periodic examination by the Virginia Bureau of Financial Institutions. We also face regulation in the international jurisdictions in which we conduct business. See "Regulation by Authorities Outside the United States" below for additional details.

#### ***Capital and Stress Testing Regulation***

The Company and the Bank are subject to capital adequacy guidelines adopted by the Federal Reserve and OCC, respectively. For a further discussion of the capital adequacy guidelines, see "Part II—Item 7. MD&A—Capital Management" and "Part II—Item 8. Financial Statements and Supplementary Data—Note 11—Regulatory and Capital Adequacy."

#### ***Basel III and U.S. Capital Rules***

The Company and the Bank are subject to the regulatory capital requirements established by the Federal Reserve and the OCC, respectively ("Basel III Capital Rules"). The Basel III Capital Rules implement certain capital requirements published by the Basel Committee on Banking Supervision ("Basel Committee"), along with certain provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank Act") and other capital provisions.

As a BHC with total consolidated assets of at least \$250 billion but less than \$700 billion and not exceeding any of the applicable risk-based thresholds, the Company is a Category III institution under the Basel III Capital Rules.

The Bank, as a subsidiary of a Category III institution, is a Category III bank. Moreover, the Bank, as an insured depository institution, is subject to prompt corrective action ("PCA") capital regulations, as described below.

Under the Basel III Capital Rules, we must maintain a minimum common equity Tier 1 ("CET1") capital ratio of 4.5%, a Tier 1 capital ratio of 6.0%, and a total capital ratio of 8.0%, in each case in relation to risk-weighted assets. In addition, we must maintain a minimum leverage ratio of 4.0% and a minimum supplementary leverage ratio of 3.0%. We are also subject to the capital conservation buffer requirement and countercyclical capital buffer requirement, each as described below. Our capital and leverage ratios are calculated based on the Basel III standardized approach framework.

We have elected to exclude certain elements of accumulated other comprehensive income ("AOCI") from our regulatory capital as permitted for a Category III institution. See "Basel III Finalization Proposal" below for information on the recognition of AOCI in regulatory capital under the proposed changes to the Basel III Capital Rules.

Global systemically important banks ("G-SIBs") that are based in the U.S. are subject to an additional CET1 capital requirement known as the "G-SIB Surcharge." We are not a G-SIB based on the most recent available data and thus we are not subject to a G-SIB Surcharge.

### Stress Capital Buffer Rule

The Basel III Capital Rules require banking institutions to maintain a capital conservation buffer, composed of CET1 capital, above the regulatory minimum ratios. Under the Federal Reserve's final rule to implement the stress capital buffer requirement, ("Stress Capital Buffer Rule"), the Company's "standardized approach capital conservation buffer" includes its stress capital buffer requirement (as described below), any G-SIB Surcharge (which is not applicable to us) and the countercyclical capital buffer requirement (which is currently set at 0%). Any determination to increase the countercyclical capital buffer generally would be effective twelve months after the announcement of such an increase, unless the Federal Reserve, OCC and the FDIC (collectively, "Federal Banking Agencies") set an earlier effective date.

The Company's stress capital buffer requirement is recalibrated every year based on the Company's supervisory stress test results, as discussed below. In particular, the Company's stress capital buffer requirement equals, subject to a floor of 2.5%, the sum of (i) the difference between the Company's starting CET1 capital ratio and its lowest projected CET1 capital ratio under the severely adverse scenario of the Federal Reserve's supervisory stress test plus (ii) the ratio of the Company's projected four quarters of common stock dividends (for the fourth to seventh quarters of the planning horizon) to the projected risk-weighted assets for the quarter in which the Company's projected CET1 capital ratio reaches its minimum under the supervisory stress test.

Based on the Company's 2023 supervisory stress test results, the Company's stress capital buffer requirement for the period beginning on October 1, 2023 through September 30, 2024 is 4.8%. Therefore, the Company's minimum capital requirements plus the standardized approach capital conservation buffer for CET1 capital, Tier 1 capital and total capital ratios under the stress capital buffer framework are 9.3%, 10.8% and 12.8%, respectively, for the period from October 1, 2023 through September 30, 2024.

The Stress Capital Buffer Rule does not apply to the Bank. Pursuant to the OCC's capital regulations, which are only applicable to the Bank, the capital conservation buffer for the Bank continues to be fixed at 2.5%. Accordingly, the Bank's minimum capital requirements plus its capital conservation buffer for CET1 capital, Tier 1 capital and total capital ratios are 7.0%, 8.5% and 10.5%, respectively. See "Part II—Item 7. MD&A—Capital Management" and "Part II—Item 8. Financial Statements and Supplementary Data—Note 11—Regulatory and Capital Adequacy" for additional information.

If the Company or the Bank fails to maintain its capital ratios above the minimum capital requirements plus the applicable capital conservation buffer requirements, it will face increasingly strict automatic limitations on capital distributions and discretionary bonus payments to certain executive officers.

See also "Capital Planning and Stress Testing" below for more information about the stress capital buffer determination process.

### CECL Transition Rule

The Federal Banking Agencies adopted a final rule ("CECL Transition Rule") that provides banking institutions an optional five-year transition period to phase in the impact of the current expected credit losses ("CECL") standard on their regulatory capital ("CECL Transition Election"). We adopted the CECL standard (for accounting purposes) as of January 1, 2020, and made the CECL Transition Election (for regulatory capital purposes) in the first quarter of 2020.

Pursuant to the CECL Transition Rule, a banking institution could elect to delay the estimated impact of adopting CECL on its regulatory capital through December 31, 2021 and then phase in the estimated cumulative impact from January 1, 2022 through December 31, 2024. For the "day 2" ongoing impact of CECL during the initial two years, the Federal Banking Agencies used a uniform "scaling factor" of 25% as an approximation of the increase in the allowance under the CECL standard compared to the prior incurred loss methodology. Accordingly, from January 1, 2020 through December 31, 2021, electing banking institutions were permitted to add back to their regulatory capital an amount equal to the sum of the after-tax "day 1" CECL adoption impact and 25% of the increase in the allowance since the adoption of the CECL standard. From January 1, 2022 through December 31, 2024, the after-tax "day 1" CECL adoption impact and the cumulative "day 2" ongoing impact are being phased in to regulatory capital at 25% per year. The following table summarizes the capital impact delay and phase in period on our regulatory capital from years 2020 to 2025.

	Capital Impact Delayed		Phase In Period			
	2020	2021	2022	2023	2024	2025
“Day 1” CECL adoption impact	Capital impact delayed to 2022					
Cumulative “day 2” ongoing impact	25% scaling factor as an approximation of the increase in allowance under CECL		25% Phased In	50% Phased In	75% Phased In	Fully Phased In

**Market Risk Rule**

The “Market Risk Rule” supplements the Basel III Capital Rules by requiring institutions subject to the rule to adjust their risk-based capital ratios to reflect the market risk in their trading book. The Market Risk Rule generally applies to institutions with aggregate trading assets and liabilities equal to 10% or more of total assets or \$1 billion or more. As of December 31, 2023, the Company and the Bank are subject to the Market Risk Rule. See “Part II—Item 7. MD&A—Market Risk Profile” for additional information.

**Basel III Finalization Proposal**

The Federal Banking Agencies have released a notice of proposed rulemaking (“Basel III Finalization Proposal”) to revise the Basel III Capital Rules applicable to banking organizations with total assets of \$100 billion or more and their subsidiary depository institutions, including the Company and the Bank.

The Basel III Finalization Proposal would introduce a new framework for calculating risk-weighted assets (“Expanded Risk-Based Approach”). An institution subject to the proposal would be required to calculate its risk-weighted assets under both the Expanded Risk-Based Approach and the existing Basel III standardized approach and, for each risk-based capital ratio, would be bound by the calculation that produces the lower ratio. All capital buffer requirements, including the stress capital buffer requirement, would apply regardless of whether the Expanded Risk-Based Approach or the existing Basel III standardized approach produces the lower ratio. The proposal would also replace the existing approach for calculating market risk with a new approach based on both internal models and standardized methodologies.

The Basel III Finalization Proposal would also make certain changes to the calculation of regulatory capital for Category III and IV institutions. Under the proposal, these institutions would be required to begin recognizing certain elements of AOCI in CET1 capital, including unrealized gains and losses on available for sale securities. The proposal would also generally reduce the threshold above which these institutions must deduct certain assets from their CET1 capital, including certain deferred tax assets, mortgage servicing assets and investments in unconsolidated financial institutions.

The Basel III Finalization Proposal includes a proposed effective date of July 1, 2025, subject to a three-year transition period ending July 1, 2028, over which risk-weighted assets calculated under the Expanded Risk-Based Approach and the recognition of AOCI in CET1 capital would be phased in.

**FDICIA and Prompt Corrective Action**

The Federal Deposit Insurance Corporation Improvement Act of 1991 (“FDICIA”) requires the Federal Banking Agencies to take PCA for banks that do not meet minimum capital requirements. FDICIA establishes five capital ratio levels: well capitalized; adequately capitalized; undercapitalized; significantly undercapitalized; and critically undercapitalized. The three undercapitalized categories are based upon the amount by which a bank falls below the ratios applicable to an adequately capitalized institution. The capital categories relate to FDICIA’s PCA provisions, and such capital categories may not constitute an accurate representation of the Bank’s overall financial condition or prospects.

The Basel III Capital Rules updated the PCA framework to reflect new, higher regulatory capital minimums. For an insured depository institution to be well capitalized, it must maintain a total risk-based capital ratio of 10% or more; a Tier 1 capital ratio of 8% or more; a CET1 capital ratio of 6.5% or more; and a leverage ratio of 5% or more. An adequately capitalized depository institution must maintain a total risk-based capital ratio of 8% or more; a Tier 1 capital ratio of 6% or more; a CET1 capital ratio of 4.5% or more; a leverage ratio of 4% or more; and, for Category III and certain other institutions, a supplementary leverage ratio of 3% or more. The PCA provisions also authorize the Federal Banking Agencies to reclassify a bank’s capital category or take other action against banks that are determined to be in an unsafe or unsound condition or to have engaged in unsafe or unsound banking practices.

### ***Capital Planning and Stress Testing***

Under the Federal Reserve's capital planning rules and related supervisory process (commonly referred to as Comprehensive Capital Analysis and Review or "CCAR" requirements), a "covered BHC," such as the Company, must submit a capital plan to the Federal Reserve on an annual basis that contains a description of all planned capital actions, including dividends or stock repurchases, over a nine-quarter planning horizon beginning with the first quarter of the calendar year the capital plan is submitted.

Pursuant to the capital planning rules, the Company must file its capital plan with the Federal Reserve by April 5 of each year (unless the Federal Reserve designates a later date), using data as of the end of the prior calendar year. The Federal Reserve will release the results of the supervisory stress test and notify the Company of its preliminary stress capital buffer requirement by June 30 of that year, and final stress capital buffer requirement by August 31 of that year. The Company's final stress capital buffer requirement will be effective from October 1 of the year in which the capital plan is submitted through September 30 of the following year.

The Company may make capital distributions in excess of those included in its capital plan without the prior approval of the Federal Reserve so long as the Company is otherwise in compliance with the capital rule's automatic limitations on capital distributions.

We are also subject to supervisory and company-run stress testing requirements (also known as the Dodd-Frank Act stress tests ("DFAST"), which are a complementary exercise to CCAR. DFAST is a forward-looking exercise conducted by the Federal Reserve and each covered company to help assess whether a company has sufficient capital to absorb losses and continue operations during adverse economic conditions. In particular, the Federal Reserve is required to conduct annual stress tests on certain covered companies, including us, to ensure that the covered companies have sufficient capital to absorb losses and continue operations during adverse economic conditions, as well as to determine the Company's stress capital buffer requirement as described above. As a Category III institution, we are also required to conduct our own stress tests and publish the results of such tests on our website or other public forum. The Company must disclose the results of its company-run stress test on a biennial basis. Under the OCC's stress test rule, a bank with at least \$250 billion in assets, including the Bank, must conduct its own company-run stress tests. The Bank must also disclose the results of its stress test on a biennial basis.

### ***Funding and Dividends from Subsidiaries***

Dividends from the Company's direct and indirect subsidiaries represent a major source of the funds we use to pay dividends on our capital stock, make payments on our corporate debt securities and meet our other obligations. There are various federal law limitations on the extent to which the Bank can finance or otherwise supply funds to the Company through dividends and loans. These limitations include minimum regulatory capital and capital buffer requirements, federal banking law requirements concerning the payment of dividends out of net profits or surplus, provisions of Sections 23A and 23B of the Federal Reserve Act and Regulation W governing transactions between an insured depository institution and its affiliates, as well as general federal regulatory oversight to prevent unsafe or unsound practices. In general, federal and applicable state banking laws prohibit insured depository institutions, such as the Bank, from making dividend distributions without first obtaining regulatory approval if such distributions are not paid out of available earnings or would cause the institution to fail to meet applicable capital adequacy standards.

### ***Liquidity Regulation***

The Company and the Bank are subject to minimum liquidity standards as adopted by the Federal Reserve and OCC, respectively. For a further discussion of the minimum liquidity standards, see "Part II—Item 7. MD&A—Liquidity Risk Profile."

The Basel Committee has published a liquidity framework that includes two standards for liquidity risk supervision. One standard, the liquidity coverage ratio ("LCR"), seeks to promote short-term resilience by requiring organizations to hold sufficient high-quality liquid assets ("HQLAs") to survive a stress scenario lasting for 30 days. The other standard, the net stable funding ratio ("NSFR"), seeks to promote longer-term resilience by requiring sufficient stable funding over a one-year period based on the liquidity characteristics of the organization's assets and activities.

The Company and the Bank are subject to the LCR standard as implemented by the Federal Reserve and OCC, respectively ("LCR Rule"). The LCR Rule requires each of the Company and the Bank to hold an amount of eligible HQLA that equals or exceeds 100% of its respective projected adjusted net cash outflows over a 30-day period, each as calculated in accordance with

the LCR Rule. The LCR Rule requires each of the Company and the Bank to calculate its respective LCR daily. In addition, the Company is required to make quarterly public disclosures of its LCR and certain related quantitative liquidity metrics, along with a qualitative discussion of its LCR.

As a Category III institution with less than \$75 billion in weighted average short-term wholesale funding, the Company's and the Bank's total net cash outflows are multiplied by an outflow adjustment percentage of 85%. Although the Bank may hold more HQLA than it needs to meet its LCR requirements, the LCR Rule restricts the amount of such excess HQLA held at the Bank (referred to as "Trapped Liquidity") that can be included in the Company's HQLA amount. Because we typically manage the Bank's LCR to levels well above 100%, the result is additional Trapped Liquidity as the Bank's net cash outflows are reduced by the outflow adjustment percentage of 85%.

The Company and the Bank are subject to the NSFR standard as implemented by the Federal Reserve and OCC, respectively ("NSFR Rule"). The NSFR Rule requires each of the Company and the Bank to maintain an amount of available stable funding, which is a weighted measure of a company's funding sources over a one-year time horizon, calculated by applying standardized weightings to equity and liabilities based on their expected stability, that is no less than a specified percentage of its required stable funding, which is calculated by applying standardized weightings to assets, derivatives exposures and certain other items based on their liquidity characteristics. As a Category III institution, the Company and the Bank are each required to maintain available stable funding in an amount at least equal to 85% of its required stable funding. The Company is required to make public disclosures of its NSFR every second and fourth quarter, including certain quantitative metrics and a qualitative discussion of its NSFR drivers and results.

In addition to the LCR and NSFR requirements discussed above, the Company is required to meet liquidity risk management standards, conduct internal liquidity stress tests and maintain a 30-day buffer of highly liquid assets, in each case, consistent with Federal Reserve regulations.

#### ***Deposit Funding and Brokered Deposits***

Under FDICIA, only well capitalized and adequately capitalized institutions may accept "brokered deposits," as defined by FDIC regulations. Adequately capitalized institutions, however, must obtain a waiver from the FDIC before accepting brokered deposits, and such institutions may not pay rates that significantly exceed the rates paid on deposits of similar maturity obtained from the institution's normal market area or, for deposits obtained from outside the institution's normal market area, the national rate on deposits of comparable maturity. See "Part II—Item 7. MD&A—Liquidity Risk Profile" for additional information.

The FDIC is authorized to terminate a bank's deposit insurance upon a finding by the FDIC that the bank's financial condition is unsafe or unsound or that the institution has engaged in unsafe or unsound practices or has violated any applicable rule, regulation, order or condition enacted or imposed by the bank's regulatory agency.

#### ***Resolution and Recovery Planning Requirements and Related Authorities***

##### ***Resolution and Recovery Planning***

The Company is required to implement resolution planning for orderly resolution in the event it faces material financial distress or failure. The FDIC issued, and has proposed to significantly amend, similar rules regarding resolution planning applicable to the Bank. If adopted as proposed, the amendments proposed by the FDIC would require the Bank to file its resolution plan more frequently, increase the content requirements for plan submissions and introduce a new credibility standard for the FDIC's evaluation of the Bank's resolution plan. In addition, the OCC has issued rules requiring banks with assets of \$250 billion or more to develop recovery plans detailing the actions they would take to remain a going concern when they experience considerable financial or operational stress, but have not deteriorated to the point that resolution is imminent.

##### ***Long-Term Debt and Clean Holding Company Proposal***

The Federal Banking Agencies have proposed a rule that would require banking organizations with \$100 billion or more in total assets, including the Company, to comply with certain long-term debt requirements and so-called "clean holding company" requirements that are designed to improve the resolvability of covered organizations ("LTD Proposal"). If adopted as proposed, the LTD Proposal would require the Company and the Bank to each maintain a minimum outstanding eligible long-term debt amount of no less than the greatest of (i) 6% of total risk-weighted assets, (ii) 2.5% of total leverage exposure and (iii) 3.5% of average total consolidated assets. To qualify as eligible long-term debt, a debt instrument would be required to meet the

requirements currently applicable under the rules that apply to U.S. G-SIBs, as well as certain additional requirements. Additionally, the clean holding company requirements included in the LTD Proposal would limit or prohibit the Company from entering into certain transactions that could impede its orderly resolution.

**Source of Strength**

The Federal Reserve's Regulation Y requires a BHC to serve as a source of financial and managerial strength to its subsidiary banks (this is known as the "source of strength doctrine"). In addition, the Dodd-Frank Act requires a BHC to serve as a source of financial strength to its subsidiary banks and further requires the Federal Banking Agencies to jointly adopt rules implementing this requirement. The Federal Banking Agencies have yet to propose rules as required by the Dodd-Frank Act, but they may do so in the future.

**FDIC Orderly Liquidation Authority**

The Dodd-Frank Act provides the FDIC with liquidation authority that may be used to liquidate non-bank financial companies and BHCs if the Treasury Secretary, in consultation with the President and based on the recommendation of the Federal Reserve and other appropriate Federal Banking Agencies, determines that doing so is necessary, among other criteria, to mitigate serious adverse effects on U.S. financial stability. Upon such a determination, the FDIC would be appointed receiver and must liquidate the company in a way that mitigates significant risks to financial stability and minimizes moral hazard. The costs of a liquidation of the company would be borne by shareholders and unsecured creditors and then, if necessary, by risk-based assessments on large financial companies. The FDIC has issued rules implementing certain provisions of its liquidation authority.

**FDIC Deposit Insurance Assessments**

The Bank, as an insured depository institution, is a member of the Deposit Insurance Fund ("DIF") maintained by the FDIC. Through the DIF, the FDIC insures the deposits of insured depository institutions up to prescribed limits for each depositor. The FDIC sets a Designated Reserve Ratio ("DRR") for the DIF. To maintain the DIF, member institutions may be assessed an insurance premium, and the FDIC may take action to increase insurance premiums if the DRR falls below its required level.

The FDIC, as required under the Federal Deposit Insurance Act, established a plan in September 2020, to restore the DIF reserve ratio to meet or exceed 1.35 percent within eight years. On October 18, 2022, the FDIC finalized a rule that increases the initial base deposit insurance assessment rate schedules by 2 basis points ("bps") for all insured depository institutions to improve the likelihood that the DIF reserve ratio reaches 1.35 percent by the statutory deadline of September 30, 2028. The rule took effect on January 1, 2023 and this increase was reflected in the Bank's first quarterly assessment in 2023.

On November 16, 2023, the FDIC finalized a rule to implement a special assessment to recover the loss to the DIF arising from the protection of uninsured depositors in connection with the systemic risk determination announced on March 12, 2023, following the closures of Silicon Valley Bank and Signature Bank. The FDIC will collect the special assessment at an annual rate of approximately 13.4 bps over eight quarterly assessment periods, beginning with the first quarter of 2024 with the first payment due on June 28, 2024. For additional information, see "Part II—Item 8. Financial Statements and Supplementary Data—Note 18—Commitments, Contingencies, Guarantees and Others."

**Investment in the Company and the Bank**

Certain acquisitions of our capital stock may be subject to regulatory approval or notice under federal or state law. Investors are responsible for ensuring that they do not, directly or indirectly, acquire shares of our capital stock in excess of the amount that can be acquired without regulatory approval, including under the BHC Act and the Change in Bank Control Act ("CIBC Act").

Federal law and regulations prohibit any person or company from acquiring control of the Company or the Bank without, in most cases, prior written approval of the Federal Reserve or the OCC, as applicable. Control under the BHC Act exists if, among other things, a person or company acquires more than 25% of any class of our voting stock or otherwise has a controlling influence over us. A rebuttable presumption of control arises under the CIBC Act for a publicly traded BHC such as ourselves if a person or company acquires more than 10% of any class of our voting stock.

Additionally, the Bank is a "bank" within the meaning of Chapter 7 of Title 6.2 of the Code of Virginia governing the acquisition of interests in Virginia financial institutions ("Virginia Financial Institution Holding Company Act"). The Virginia Financial Institution Holding Company Act prohibits any person or entity from acquiring, or making any public offer to

acquire, control of a Virginia financial institution or its holding company without making application to, and receiving prior approval from, the Virginia Bureau of Financial Institutions.

***Transactions with Affiliates***

There are various legal restrictions on the extent to which we and our non-bank subsidiaries may borrow or otherwise engage in certain types of transactions with the Bank. Under the Federal Reserve Act and Federal Reserve regulations, the Bank and its subsidiaries are subject to quantitative and qualitative limits on extensions of credit, purchases of assets and certain other transactions involving non-bank affiliates. In addition, transactions between the Bank and its non-bank affiliates are required to be on arm's length terms and must be consistent with standards of safety and soundness.

***Volcker Rule***

We and each of our subsidiaries, including the Bank, are subject to the "Volcker Rule," a provision of the Dodd-Frank Act that contains prohibitions on proprietary trading and certain investments in, and relationships with, covered funds (hedge funds, private equity funds and similar funds), subject to certain exemptions, in each case as the applicable terms are defined in the Volcker Rule and the implementing regulations.

***Regulation of Business Activities***

The business activities of the Company and the Bank, as well as certain of the Company's non-bank subsidiaries, are subject to regulation and supervision under various other laws and regulations.

***Regulation of Consumer Lending Activities***

The activities of the Bank as a consumer lender are subject to regulation under various federal laws, including, for example, the Truth in Lending Act ("TILA"), the Equal Credit Opportunity Act, the Fair Credit Reporting Act ("FCRA"), the CRA, the Servicemembers Civil Relief Act and the Military Lending Act, as well as under various state laws. TILA, as amended, and together with its implementing rule, Regulation Z, imposes a number of restrictions on credit card practices impacting rates and fees, requires that a consumer's ability to pay be taken into account before issuing credit or increasing credit limits, and imposes revised disclosures required for open-end credit.

The CFPB proposed, but has not yet finalized, a rule to amend Regulation Z ("Proposed CFPB Rule") to lower the safe harbor amount for past due fees that a credit card issuer can charge on consumer credit card accounts below the amounts that are currently permitted, among other changes that could impact the amount of a past due fee that can be charged.

Depending on the underlying issue and applicable law, regulators may be authorized to impose penalties for violations of these statutes and, in certain cases, to order banks to compensate customers. Borrowers may also have a private right of action for certain violations. Federal bankruptcy and state debtor relief and collection laws may also affect the ability of a bank, including the Bank, to collect outstanding balances owed by borrowers.

***Debit Card Interchange Fees and Transaction Processing***

The Bank is subject to the Federal Reserve's Regulation II, which limits the amount of interchange fees that can be charged per debit card transaction for debit card issuers with over \$10 billion in assets and places certain prohibitions on payment routing restrictions and network exclusivity. The Federal Reserve has proposed, but not yet finalized, amendments to Regulation II that would lower the cap on debit interchange fees and institute a process for automatically recalculating the debit interchange fee cap every two years based upon a biennial survey of large debit card issuers.

***Privacy, Data Protection and Data Security***

We are subject to a variety of continuously evolving and developing laws and regulations regarding privacy, data protection and data security, including those related to the collection, storage, handling, use, disclosure, transfer, security and other processing of personal information. These areas have seen a considerable increase in legislative and regulatory activity over the past several years. At the federal level, we are subject to the Gramm-Leach-Bliley Act ("GLBA"), among other laws and regulations. Moreover, the U.S. Congress is currently considering various proposals for more comprehensive privacy, data protection and data security legislation, to which we may be subject if passed. For example, in 2022, Congress and the federal agencies sought to institute mandatory reporting of cyber incidents that materially disrupt or degrade operations and systems or might otherwise impact U.S. critical infrastructure or national security. This resulted in enactment of the Cyber Incident

Reporting for Critical Infrastructure Act (“CIRCLIA”), which, once rulemaking is complete, will require, among other things, certain companies, including Capital One, to report significant cyber incidents to the Department of Homeland Security’s Cybersecurity and Infrastructure Security Agency (“CISA”) within 72 hours from the time the company reasonably believes the incident occurred.

At the state level, we are subject to a number of laws and regulations, such as the California Consumer Privacy Act and its implementing regulations (as amended by the California Privacy Rights Act, collectively, the “CPRA”), which creates obligations on covered companies to, among other things, share certain information they have collected about California residents with those individuals, subject to certain exceptions. Many other states also have enacted or are in the process of enacting state-level privacy, data protection and/or data security laws and regulations, with which we may be required to comply. In addition, state laws require businesses to provide notice under certain circumstances to consumers whose personal information has been disclosed as a result of a data breach. Significant uncertainty exists as federal and state privacy, data protection and data security laws may be interpreted and applied differently and may create inconsistent or conflicting requirements.

For more information on privacy, data protection and data security laws and regulations at the international level, please see “Regulation by Authorities Outside the United States.”

For further discussion of privacy, data protection and data security, and related risks for our business, see “Item 1A. Risk Factors” under the headings *“We face risks related to our operational, technological and organizational infrastructure.”* *“A cyber-attack or other security incident on us or third parties (including their supply chains) with which we conduct business, including an incident that results in the theft, loss, manipulation or misuse of information (including personal information), or the disabling of systems and access to information critical to business operations, may result in increased costs, reductions in revenue, reputational damage, legal exposure and business disruptions.”* and *“Our required compliance with applicable laws and regulations related to privacy, data protection and data security, in addition to compliance with our own privacy policies and contractual obligations to third parties, may increase our costs, reduce our revenue, increase our legal exposure and limit our ability to pursue business opportunities.”*

**Anti-Money Laundering, Combating the Financing of Terrorism and Economic Sanctions**

The Bank Secrecy Act (“BSA”), as amended by the USA PATRIOT Act of 2001 (“Patriot Act”), and its implementing regulations require financial institutions, among other things, to implement a risk-based program reasonably designed to prevent money laundering and to combat the financing of terrorism, including through suspicious activity and currency transaction reporting, the implementation of policies, procedures, and internal controls, record-keeping and customer due diligence.

The Patriot Act provides enhanced information collection tools and enforcement mechanisms to the U.S. government and expanded certain requirements for financial institutions, including due diligence and record-keeping requirements for private banking and correspondent accounts; standards for verifying customer identification at account opening; rules to produce certain records upon request of a regulator or law enforcement agency; and rules to promote cooperation among financial institutions, regulators and law enforcement agencies in identifying parties that may be involved in terrorism, money laundering and other crimes.

The Anti-Money Laundering Act of 2020 (“AML Act”), enacted as part of the National Defense Authorization Act, requires the U.S. Treasury Department’s Financial Crimes Enforcement Network (“FinCEN”) to issue a number of rules that will update and expand the BSA’s regulatory requirements. For example, the AML Act requires FinCEN to issue National Anti-Money Laundering and Countering the Financing of Terrorism Priorities (the “National Priorities”), which the agency did in June 2021, and to conduct studies and issue regulations that may alter some of the due diligence, record-keeping and reporting requirements that the BSA and Patriot Act impose on banks. FinCEN has yet to issue a final rule that establishes the compliance obligations of financial institutions with respect to the National Priorities, and several other mandatory rulemakings under the AML Act remain outstanding. The AML Act also promotes increased information-sharing and use of technology and increases penalties for violations of the BSA and includes whistleblower incentives, both of which could increase the prospect of regulatory enforcement.

We are also required to comply with sanctions laws and regulations administered and imposed by the United States government, including the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) and the Department of State, as well as comparable sanctions programs imposed by foreign governments and multilateral bodies. Sanctions can be



either comprehensive or selective and use the blocking of assets and trade restrictions to accomplish foreign policy and national security goals.

#### **Derivatives Activities**

Title VII of the Dodd-Frank Act establishes a regulatory framework for the governance of the over-the-counter (“OTC”) derivatives market, including swaps and security-based swaps and requires the registration of certain market participants as swap dealers or security-based swap dealers. The Bank is registered with the Commodity Futures Trading Commission (“CFTC”) as a swap dealer. Registration as a swap dealer subjects the Bank to additional regulatory requirements with respect to its swaps and other derivatives activities. As a result of the Bank’s swap dealer registration, it is subject to the rules of the OCC concerning capital and margin requirements for swap dealers, including the mandatory exchange of variation margin and initial margin with certain counterparties. Additionally, as a registered swap dealer, the Bank is subject to requirements under the CFTC’s regulatory regime, including rules regarding business conduct standards, record-keeping obligations, regulatory reporting and procedures relating to swaps trading. The Bank’s swaps and other derivatives activities do not require it to register with the SEC as a security-based swap dealer.

#### **Broker-Dealer Activities**

Certain of our non-bank subsidiaries are subject to regulation and supervision by various federal and state authorities. Capital One Securities, Inc., KippsDeSanto & Company and TripleTree, LLC are registered broker-dealers regulated by the SEC and the Financial Industry Regulatory Authority (“FINRA”). These broker-dealer subsidiaries are subject to, among other things, net capital rules designed to measure the general financial condition and liquidity of a broker-dealer. Under these rules, broker-dealers are required to maintain the minimum net capital deemed necessary to meet their continuing commitments to customers and others, and to keep a substantial portion of their assets in relatively liquid form. These rules also limit the ability of a broker-dealer to transfer capital to its parent companies and other affiliates. Broker-dealers are also subject to regulations covering their business operations, including sales and trading practices, public and private offerings, publication of research reports, use and safekeeping of client funds and securities, capital structure, record-keeping and the conduct of directors, officers and employees.

#### **Climate-related Developments**

Climate change and the risks it may pose to financial institutions is an area of increased focus by the federal and state legislative bodies and regulators, including the Federal Banking Agencies. In the future, new regulations or guidance may be issued, or other regulatory or supervisory actions may be taken, in this area by the Federal Banking Agencies or other regulatory agencies, or new statutory requirements may be adopted. For example, the Federal Banking Agencies have issued principles for climate-related financial risk management, which are designed to support the identification and management of climate-related financial risks at regulated institutions with more than \$100 billion in total consolidated assets. For more information, please see “Item 1A. Risk Factors” under the heading “*Climate change manifesting as physical or transition risks could adversely affect our businesses, operations and customers and result in increased costs.*”

#### **Regulation by Authorities Outside the United States**

The Bank is subject to laws and regulations in foreign jurisdictions where it operates, currently in the U.K. and Canada. In the U.K., the Bank operates through COEP, an authorized payment institution regulated by the Financial Conduct Authority (“FCA”). COEP’s parent, Capital One Global Corporation, is wholly owned by the Bank and is subject to regulation by the Federal Reserve as an “agreement corporation” under the Federal Reserve’s Regulation K. COEP does not take deposits. In Canada, the Bank operates as an authorized foreign bank and is permitted to conduct its credit card business in Canada through its Canadian branch, Capital One Bank (Canada Branch) (“Capital One Canada”). Capital One Canada does not take deposits. The primary regulators of Capital One Canada are the Office of the Superintendent of Financial Institutions (“OSFI”) and the Financial Consumer Agency of Canada (“FCAC”).

The foreign legal and regulatory requirements to which the Company’s non-U.S. operation are subject include, among others, those related to consumer protection, business practices and limits on interchange fees. For more information on foreign regulatory activity concerning interchange fees, please see “Item 1A. Risk Factors” under the heading “*Our business, financial condition and results of operations may be adversely affected by merchants’ increasing focus on the fees charged by credit and debit card networks to facilitate card transactions, and by legislation and regulation impacting such fees.*”

The Company also is subject to foreign legal and regulatory requirements regarding privacy, data protection and data security. For example, in Canada and the U.K., we are subject to the Personal Information Protection and Electronic Documents Act and the U.K. General Data Protection Regulation, respectively. In addition, subject to certain limited exceptions, the European Union (“EU”) General Data Protection Regulation applies EU data protection laws to companies controlling or processing personal data of EU residents. These laws and regulations, and domestic laws and regulations that govern similar topics, may be interpreted and applied differently from country to country and may create inconsistent or conflicting requirements. For more information on privacy, data protection and data security requirements, please see “Privacy, Data Protection and Data Security.”

---

## HUMAN CAPITAL RESOURCES

---

Our human capital practices are designed to develop an inclusive work environment while rewarding employees based on the merit of their work. We prioritize employee recruitment, development, recognition and retention. As of December 31, 2023, Capital One had 51,987 employees worldwide, whom we refer to as “associates.” The following disclosures provide information on our human capital resources, including certain human capital objectives and measures that we focus on in managing our business.

### Governance of Human Capital

Our Board of Directors oversees our human capital management, including strategies, policies and practices, and diversity, inclusion and belonging (“DIB”), and is assisted by our Board’s Compensation Committee and Governance and Nominating Committee. Our Executive Committee, a committee of senior management which includes our Chief Human Resources Officer, advises, assists and makes recommendations to our Chief Executive Officer and Board of Directors on human capital matters such as human resource practices and programs, including general employee benefits and compensation programs. Our Chief Diversity & Inclusion Officer provides an update, at least annually, on the progress, success and challenges on workforce representation, trends and programs to the Board of Directors and Executive Committee.

### Hiring, Developing, and Retaining

We employ a comprehensive people strategy that includes significant investments in recruiting and associate development in order to attract and retain top talent from all backgrounds. We recruit through a variety of channels, including professional partnerships, job fairs, online platforms, on-campus recruiting and diversity-related recruiting events and initiatives among others. Investment in associate training and professional development is important to maintaining our talent competitiveness. Our internal enterprise learning and development team blends multiple approaches to learning to support associate development across lines of business, levels, and roles, including online and live classroom training. In addition to formal programming provided by learning professionals, including regulatory compliance, role-specific topics and others, our peer-to-peer learning strategy allows associates to be both learners and teachers, further enhancing a culture of learning. We also focus on cultivating talent with leadership development courses, cohort-based programs, network building and coaching.

On a quarterly basis, we review our ability to attract and retain talent. Each line of business and staff group reviews hiring, tenure and attrition metrics as part of this assessment, and they implement mitigation plans when needed.

### Diversity, Inclusion and Belonging

At Capital One, we value the diversity of our talent, and our employee programs are intended to support a culture of belonging. The investments we make in our associates are designed to foster fairness and various work practices are intended to cultivate a work environment that supports DIB. Our DIB strategy is developed and executed in close collaboration with leaders and teams across the organization. These efforts are overseen by the Chief Diversity & Inclusion Officer, and members of the Executive Committee sponsor Capital One’s Business Resource Groups, associate-led organizations which enrich our culture of belonging and deepen our understanding of diversity across our associates.

Supporting the diversity of our workforce at all levels, with an emphasis on leader and executive roles, is an important component of our DIB strategy. As of December 31, 2023, key measures of our workforce representation include:

- Of the 12 members of our Board of Directors, 3 are women and 3 are racially/ethnically diverse;
- In the U.S., of the associates who are vice president level and above, approximately 34% are women and 29% are racially/ethnically diverse;
- In the U.S., approximately 51% of associates are racially/ethnically diverse; and
- Worldwide, approximately 50% of associates are women.

Our corporate website contains additional information regarding programs and other information integral to our philosophy of DIB, as well as other measures of our workforce representation.

### Compensation and Wellness

We appreciate the importance of a competitive total compensation package to attract and retain great talent. Our benefits, including competitive parental leave, on-site health centers, company contributions to associates' 401(k) plans, educational assistance and other health, wellness, and financial benefits are designed to support our associates' wellbeing inside and outside of the workplace. Furthermore, pay equity is an important element of our pay philosophy. We evaluate base pay and incentive pay for all of our associates globally, at least annually. We review groups of associates in similar roles, adjusting for factors that appropriately explain differences in pay such as job location and experience. Based on our analysis, our aggregated adjusted pay gap results indicate that we pay women 100% of what men are paid, and we pay racially/ethnically diverse associates in the U.S. 100% of what white associates are paid. We also use statistical modeling to better understand what drives pay gaps, and we use this data to develop practices intended to avoid pay gaps in the future.

### Communication and Connection

We communicate with our associates regularly to better understand their perspectives. To assess and improve associate retention and engagement, the Company surveys associates on a periodic basis with the assistance of third-party consultants and takes actions to address various areas of associate concern. We encourage full participation and use the results to effect change and promote transparency.

---

## TECHNOLOGY AND INTELLECTUAL PROPERTY

---

### Technology/Systems

We leverage information and technology to achieve our business objectives and to develop and deliver products and services that satisfy our customers' needs. A key part of our strategic focus is the development and use of efficient, flexible computer and operational systems, such as cloud technology, to support complex marketing and account management strategies, the servicing of our customers, and the development of new and diversified products. We believe that the continued development and integration of these systems is an important part of our efforts to reduce costs, improve quality and security and provide faster, more flexible technology services. Consequently, we frequently consider our capabilities and develop or acquire systems, processes and competencies to meet our unique business requirements.

As part of our frequent consideration of our technologies, we may either develop such capabilities internally or rely on third-party service providers who have the ability to deliver technology that is of higher quality, lower cost, or both. We continue to rely on third-party service providers to help us deliver systems and operational infrastructure. These relationships include, but are not limited to: Amazon Web Services, Inc. ("AWS") for our cloud infrastructure, Total System Services LLC ("TSYS") for consumer and commercial credit card processing services for our North American and U.K. portfolios and Fidelity Information Services ("FIS") for certain of our banking systems.

We are committed to implementing safeguards designed to protect our customers' information, as well as our own information and technology. For additional information on our risks associated with cybersecurity and our use of technology systems and our management of these risks, please see "Item 1A. Risk Factors" under the headings "A cyber-attack or other security incident on us or third parties (including their supply chains) with which we conduct business, including an incident that results in the theft, loss, manipulation or misuse of information (including personal information), or the disabling of systems and access to information critical to business operations, may result in increased costs, reductions in revenue, reputational damage, legal exposure and business disruptions" and "We face risks related to our operational, technological and organizational infrastructure" and "Item 1C. Cybersecurity."

### Intellectual Property and Other Proprietary Information

As part of our overall and ongoing strategy to protect and enhance our intellectual property, we rely on a variety of protections, including copyrights, trademarks, trade secrets, patents and certain restrictions on disclosure, solicitation and competition. We also undertake other measures to control access to, or distribution of, our other proprietary and confidential information. Any patents we may obtain may increase our competitive advantage, preserve our freedom to operate, and allow us to enter into licensing (e.g., cross-licenses) or other arrangements with third parties. For a discussion of risks associated with intellectual property, see "Item 1A. Risk Factors" under the heading "*If we are not able to protect our intellectual property, our revenue and profitability could be negatively affected.*"

---

## FORWARD-LOOKING STATEMENTS

---

From time to time, we have made and will make forward-looking statements, including those that discuss, among other things: strategies, goals, outlook or other non-historical matters; projections, revenues, income, returns, expenses, assets, liabilities, capital and liquidity measures, capital allocation plans, accruals for claims in litigation and for other claims against us; earnings per share, efficiency ratio, operating efficiency ratio or other financial measures for us; future financial and operating results; our plans, objectives, expectations and intentions; and the assumptions that underlie these matters.

To the extent that any such information is forward-looking, it is intended to fit within the safe harbor for forward-looking information provided by the Private Securities Litigation Reform Act of 1995.

Forward-looking statements often use words such as “will,” “anticipate,” “target,” “expect,” “think,” “estimate,” “intend,” “plan,” “goal,” “believe,” “forecast,” “outlook” or other words of similar meaning. Any forward-looking statements made by us or on our behalf speak only as of the date they are made or as of the date indicated, and we do not undertake any obligation to update forward-looking statements as a result of new information, future events or otherwise. For additional information on factors that could materially influence forward-looking statements included in this Report, see the risk factors set forth under “Item 1A. Risk Factors.” You should carefully consider the factors discussed below, and in our Risk Factors or other disclosures, in evaluating these forward-looking statements.

Numerous factors could cause our actual results to differ materially from those described in such forward-looking statements, including, among other things:

- risks relating to the pending Transaction, including the risk that the cost savings and any revenue synergies from the Transaction may not be fully realized or may take longer than anticipated to be realized; disruption to our business and to Discover’s business as a result of the announcement and pendency of the Transaction; the risk that the integration of Discover’s business and operations into ours, including into our Compliance Management Program, will be materially delayed or will be more costly or difficult than expected, or that we are otherwise unable to successfully integrate Discover’s business into ours, including as a result of unexpected factors or events; the failure to obtain the necessary approvals by our stockholders or by the stockholders of Discover; our ability and the ability of Discover to obtain required governmental approvals of the Transaction on the timeline expected, or at all, and the risk that such approvals may result in the imposition of conditions that could adversely affect us after the closing of the Transaction or adversely affect the expected benefits of the Transaction; reputational risk and the reaction of customers, suppliers, employees or other business partners of ours or of Discover to the Transaction; the failure of the closing conditions in the Merger Agreement to be satisfied, or any unexpected delay in closing the Transaction or the occurrence of any event, change or other circumstances that could give rise to the termination of the Merger Agreement; the dilution caused by our issuance of additional shares of our common stock in the Transaction; the possibility that the Transaction may be more expensive to complete than anticipated, including as a result of unexpected factors or events; risks related to management and oversight of our expanded business and operations following the Transaction due to the increased size and complexity of our business; the possibility of increased scrutiny by, and/or additional regulatory requirements of, governmental authorities as a result of the Transaction or the size, scope and complexity of our business operations following the Transaction; the outcome of any legal or regulatory proceedings that may be currently pending or later instituted against us (before or after the Transaction) or against Discover; and other factors that may affect our future results or the future results of Discover;
- changes and instability in the macroeconomic environment, resulting from factors that include, but are not limited to monetary policy actions, geopolitical conflicts or instability, labor shortages, government shutdowns, inflation and deflation, potential recessions, lower demand for credit, changes in deposit practices and payment patterns;
- increases or fluctuations in credit losses and delinquencies and the impact of incorrectly estimated expected losses, which could result in inadequate reserves;
- compliance with new and existing domestic and foreign laws, regulations and regulatory expectations;
- limitations on our ability to receive dividends from our subsidiaries;
- our ability to maintain adequate capital or liquidity levels or to comply with revised capital or liquidity requirements, which could have a negative impact on our financial results and our ability to return capital to our stockholders;

- the extensive use, reliability, and accuracy of the models, artificial intelligence (“AI”), and data on which we rely;
- increased costs, reductions in revenue, reputational damage, legal exposure and business disruptions that can result from a cyber-attack or other security incident on us or third parties (including their supply chains) with which we conduct business, including an incident that results in the theft, loss, manipulation or misuse of information, or the disabling of systems and access to information critical to business operations;
- developments, changes or actions relating to any litigation, governmental investigation or regulatory enforcement action or matter involving us;
- the amount and rate of deposit growth and changes in deposit costs;
- our ability to execute on our strategic initiatives and operational plans;
- our response to competitive pressures;
- our business, financial condition and results of operations may be adversely affected by merchants’ efforts to reduce the fees charged by credit and debit card networks to facilitate card transactions, and by legislation and regulation impacting such fees;
- our success in integrating acquired businesses and loan portfolios, and our ability to realize anticipated benefits from announced transactions and strategic partnerships;
- our ability to develop, operate, and adapt our operational, technology and organizational infrastructure suitable for the nature of our business;
- the success of our marketing efforts in attracting and retaining customers;
- our risk management strategies;
- changes in the reputation of, or expectations regarding, us or the financial services industry with respect to practices, products, services or financial condition;
- fluctuations in interest rates or volatility in the capital markets;
- our ability to attract, develop, retain and motivate key senior leaders and skilled employees;
- climate change manifesting as physical or transition risks;
- our assumptions or estimates in our financial statements;
- the soundness of other financial institutions and other third parties, actual or perceived;
- our ability to invest successfully in and introduce digital and other technological developments across all our businesses;
- a downgrade in our credit ratings;
- our ability to manage risks from catastrophic events;
- compliance with applicable laws and regulations related to privacy, data protection and data security, in addition to compliance with our own privacy policies and contractual obligations to third parties;
- our ability to protect our intellectual property; and
- other risk factors identified from time to time in our public disclosures, including in the reports that we file with the SEC.

## Item 1A. Risk Factors

The following discussion sets forth what management currently believes could be the material risks and uncertainties that could impact our businesses, results of operations and financial condition. The events and consequences discussed in these risk factors could, in circumstances we may not be able to accurately predict, recognize, or control, have a material adverse effect on our business, growth, reputation, prospects, financial condition, operating results, cash flows, liquidity, and stock price. These risk factors do not identify all risks that we face; our operations could also be affected by factors, events, or uncertainties that are not presently known to us or that we currently do not consider to present significant risks to our operations. In addition, the global economic and political climate may amplify many of these risks.

### Summary of Risk Factors

The following is a summary of the Risk Factors disclosure in this Item 1A. This summary does not address all of the risks that we face. Additional discussion of the risks summarized in this risk factor summary, and other risks that we face, can be found below and should be carefully considered, together with other information in this Form 10-K and our other filings with the SEC, before making an investment decision regarding our securities.

- The Transaction is contingent upon a number of conditions, including stockholder and regulatory approvals, which may fail to be satisfied or which may delay the consummation of the Transaction or result in the imposition of conditions that could reduce the anticipated benefits from the Transaction or cause the parties to abandon the Transaction.
- We are expected to incur substantial expenses related to the Transaction and to the integration of Discover.
- We may fail to realize all of the anticipated benefits of the Transaction or those benefits may take longer, or be more difficult, to realize than expected.
- Our future results may suffer if we do not effectively manage our expanded operations following the Transaction.
- We will be subject to business uncertainties and contractual restrictions while the Transaction is pending.
- Changes and instability in the macroeconomic environment could disrupt capital markets, reduce consumer and business activity, and weaken the labor market, all of which could impact borrowers' ability to service their debt obligations and adversely impact our financial results.
- Fluctuations in interest rates or volatility in the capital markets could adversely affect our business, results of operations and financial condition.
- We may experience increases or fluctuations in delinquencies and credit losses, or we may incorrectly estimate expected losses, which could result in inadequate reserves.
- We may not be able to maintain adequate capital or liquidity levels or may become subject to revised capital or liquidity requirements, which could have a negative impact on our financial results and our ability to return capital to our stockholders.
- Limitations on our ability to receive dividends from our subsidiaries could affect our liquidity and ability to pay dividends and repurchase our common stock.
- A downgrade in our credit ratings could significantly impact our liquidity, funding costs and access to the capital markets.
- We face risks related to our operational, technological and organizational infrastructure.
- A cyber-attack or other security incident on us or third parties (including their supply chains) with which we conduct business, including an incident that results in the theft, loss, manipulation or misuse of information (including personal information), or the disabling of systems and access to information critical to business operations, may result in increased costs, reductions in revenue, reputational damage, legal exposure and business disruptions.
- We face risks resulting from the extensive use of models, AI, and data.

- Compliance with new and existing domestic and foreign laws, regulations and regulatory expectations is costly and complex.
- Our required compliance with applicable laws and regulations related to privacy, data protection and data security, in addition to compliance with our own privacy policies and contractual obligations to third parties, may increase our costs, reduce our revenue, increase our legal exposure and limit our ability to pursue business opportunities.
- Our businesses are subject to the risk of increased litigation, government investigations and regulatory enforcement.
- We face intense competition in all of our markets, which could have a material adverse effect on our business and results of operations.
- Our business, financial condition and results of operations may be adversely affected by merchants' efforts to reduce the fees charged by credit and debit card networks to facilitate card transactions, and by legislation and regulation impacting such fees.
- If we are not able to invest successfully in and introduce digital and other technological developments across all our businesses, our financial performance may suffer.
- We may fail to realize the anticipated benefits of our mergers, acquisitions and strategic partnerships.
- Reputational risk and social factors may impact our results and damage our brand.
- If we are not able to protect our intellectual property, our revenue and profitability could be negatively affected.
- Our risk management strategies may not be fully effective in mitigating our risk exposures in all market environments or against all types of risk.
- Our business could be negatively affected if we are unable to attract, develop, retain and motivate key senior leaders and skilled employees.
- We face risks from catastrophic events.
- Climate change manifesting as physical or transition risks could adversely affect our businesses, operations and customers and result in increased costs.
- We face risks from the use of or changes to assumptions or estimates in our financial statements.
- The soundness of other financial institutions and other third parties, actual or perceived, could adversely affect us.

#### **Risks Relating to the Acquisition of Discover**

We have identified certain additional risk factors in connection with the Merger Agreement and the proposed Transaction. These risks and the other risks associated with the proposed Transaction will be more fully discussed in the joint proxy statement/prospectus that will be included in the registration statement on Form S-4 that we intend to file with the SEC in connection with the Transaction.

*The consummation of the Transaction is contingent upon the satisfaction of a number of conditions, including stockholder and regulatory approvals, that may be outside either party's control and that either party may be unable to satisfy or obtain or which may delay the consummation of the Transaction or result in the imposition of conditions that could reduce the anticipated benefits from the Transaction or cause the parties to abandon the Transaction.*

Consummation of the Transaction is contingent upon the satisfaction of a number of conditions, some of which are beyond either party's control, including, among others:

- adoption of the Merger Agreement by Discover's stockholders;
- approval by our stockholders of the issuance of our common stock to be issued in the Transaction;
- authorization for listing on the NYSE of the shares of our common stock to be issued in the Transaction;



- the receipt of required regulatory approvals;
- effectiveness of the registration statement on Form S-4 to be filed by us in connection with the Transaction; and
- the absence of any order, injunction, decree or other legal restraint preventing the completion of the Transaction.

Each party's obligation to complete the Transaction is also subject to certain additional customary conditions, including:

- subject to certain exceptions, the accuracy of the representations and warranties of the other party;
- performance in all material respects by the other party of its obligations under the Merger Agreement; and
- receipt by such party of an opinion from its counsel to the effect that the Merger and the Second Step Merger, taken together, will qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

These conditions to the closing of the Transaction may not be fulfilled in a timely manner, or at all, and, accordingly, the Transaction may not be completed. In addition, the parties can mutually decide to terminate the Merger Agreement at any time, before or after receipt of the requisite approvals by our stockholders or Discover's stockholders, or either party may elect to terminate the Merger Agreement in certain other circumstances.

As a condition to granting required regulatory approvals, governmental entities may impose conditions, limitations or costs, require divestitures or place restrictions on our conduct after the closing of the Transaction. Such conditions or changes and the process of obtaining regulatory approvals could, among other things, have the effect of delaying completion of the Transaction or of imposing additional costs or limitations on us following the Transaction, any of which may have an adverse effect on us.

Either party may also be subject to lawsuits challenging the Transaction, and adverse rulings in these lawsuits may delay or prevent the Transaction from being completed or require either party to incur significant costs to defend or settle these lawsuits. Any delay in completing the Transaction could cause us not to realize, or to be delayed in realizing, some or all of the benefits that we expect to achieve if the Transaction is successfully completed within its expected time frame.

***We expect to incur substantial expenses related to the Transaction and to the integration of Discover.***

We have incurred and expect to incur a number of costs associated with the Transaction and the integration of Discover. These costs include financial advisory, legal, accounting, consulting and other advisory fees, severance/employee benefit-related costs, public company filing fees and other regulatory fees and financial printing and other related costs. There are also a large number of processes, policies, procedures, operations, technologies and systems that may need to be integrated.

While we have assumed that a certain level of costs will be incurred, there are many factors beyond our control that could affect the total amount or the timing of the integration expenses. Moreover, many of the expenses that we will incur are, by their nature, difficult to estimate accurately. These expenses could, particularly in the near term, exceed the savings that we expect to achieve from the elimination of duplicative expenses and the realization of economies of scale. These integration expenses may result in us taking charges against earnings as a result of the Transaction or the integration of Discover, and the amount and timing of such charges are uncertain at present.

***We may fail to realize all of the anticipated benefits of the Transaction, or those benefits may take longer to realize than expected due to factors that may be outside our control or Discover's control. We may also encounter significant difficulties in integrating Discover.***

We may fail to realize the anticipated benefits of the proposed Transaction, including, among other things, anticipated revenue and cost synergies, due to factors that may be outside either party's control, including, but not limited to, changes in laws or regulations or in the interpretation of existing laws or regulations, whether caused by a change in government or otherwise, or general economic, political, legislative or regulatory conditions, and the outcome of any legal or regulatory proceedings that may be currently pending or later instituted against us (before or after the Transaction) or against Discover.

Both parties have operated and, until the completion of the Transaction, will continue to operate, independently. The success of the Transaction, including anticipated benefits and cost savings, will depend, in part, on our ability to successfully integrate Discover's operations in a manner that results in various benefits and that does not materially disrupt existing customer relationships or result in decreased revenues due to loss of customers, as well as our ability to successfully integrate Discover

into our Framework, compliance systems and corporate culture. The process of integrating operations could result in a loss of key personnel or cause an interruption of, or loss of momentum in, the activities of one or more of our businesses following the completion of the Transaction. Inconsistencies in standards, controls, procedures and policies could adversely affect us following the completion of the Transaction. The diversion of management's attention and any delays or difficulties encountered in connection with the Transaction and the integration of Discover's operations could have an adverse effect on our business, financial condition, operating results and prospects.

If we experience difficulties in the integration process, including those listed above, we may fail to realize the anticipated benefits of the Transaction in a timely manner, or at all.

***Our future results may suffer if we do not effectively manage our expanded operations following the Transaction.***

Following the Transaction, the size and scope of our business will increase significantly beyond our current size and scope. Our future success depends, in part, upon the ability to manage our expanded businesses, which will pose substantial challenges for management, including challenges related to the management and monitoring of new operations and associated increased costs and complexity. There can be no assurances we will be successful or that we will realize the expected operating efficiencies, cost savings and other benefits currently anticipated from the Transaction.

In addition, following the Transaction, we may be subject to increased scrutiny by, and/or additional regulatory requirements of, governmental authorities as a result of the Transaction or the size, scope and complexity of our business operations, which may have an adverse effect on our business, operations or stock price.

***While the Transaction is pending, we will be subject to business uncertainties and contractual restrictions that could adversely affect our business and operations.***

Uncertainty about the effect of the Transaction on employees, customers, suppliers and other persons with whom we or Discover have a business relationship may have an adverse effect on our business, operations and stock price. Existing customers, suppliers and other business partners of ours and of Discover could decide to no longer do business with us or with Discover before the completion of the Transaction or with us after the Transaction is completed, reducing its anticipated benefits. Both parties are also subject to certain restrictions on the conduct of our respective businesses while the Transaction is pending. As a result, certain projects may be delayed or abandoned and business decisions could be deferred. Employee retention may be challenging for Discover before completion of the Transaction, as certain employees of Discover may experience uncertainty about their future roles with us following the Transaction, and these retention challenges will require us to incur additional expenses in order to retain key employees of Discover. If key employees of Discover depart because of issues relating to the uncertainty and difficulty of integration or a desire not to remain with Discover or with us following the Transaction, the benefits of the Transaction could be materially diminished.

#### **General Economic and Market Risks**

***Changes and instability in the macroeconomic environment could disrupt capital markets, reduce consumer and business activity, and weaken the labor market, all of which could impact borrowers' ability to service their debt obligations and adversely impact our financial results.***

Changes and instability in the macroeconomic environment may lead to changes in payment patterns, increases or fluctuations in delinquencies and default rates and decrease consumer spending. Because we offer a broad array of financial products and services to consumers, small businesses and commercial clients, our financial results are impacted by the level of consumer and business activity and the demand for our products and services. A prolonged period of economic weakness, volatility, slow growth, or a significant deterioration in economic conditions, in the U.S., Canada or the U.K., could have a material adverse effect on our financial condition and results of operations as customers or commercial clients default on their loans, maintain lower deposit levels or, in the case of credit card accounts, carry lower balances and reduce credit card purchase activity.

Some of the factors that could disrupt capital markets, reduce consumer and business activity, and weaken the labor market include the following:

- Monetary policy actions, such as changes to interest rates, taken by the Federal Reserve and other central banks, such as the central banks in the United Kingdom and Canada;
- Geopolitical conflicts or instabilities, such as the war between Ukraine and Russia and the war between Israel and Hamas, and increased geopolitical tensions between the U.S. and China;

- Trade wars, tariffs, labor shortages and disruptions of global supply chains;
- The effects of divided government in the U.S., including government shutdowns whether recurring, prolonged or otherwise, and developments related to the U.S. federal debt ceiling;
- Inflation and deflation, including the effects of related governmental responses;
- Concerns over a potential recession, which may lead to adjustments in spending patterns;
- Lower demand for credit and shifts in consumer behavior, including shifts away from using credit cards, changes in deposit practices, and changes in and payment patterns; and
- Ongoing changes in usage of commercial real estate, which may have a sustained negative impact on utilization rates and values.

Decreases in overall business activity and changes in customer behavior may lead to increases in our charge-off rate caused by bankruptcies and may reduce our ability to recover debt that we have previously charged-off. Such changes may also decrease the reliability of our internal processes and models, including those we use to estimate our allowance for credit losses, particularly if unexpected variations in key inputs and assumptions cause actual losses to diverge from the projections of our models and our estimates become increasingly subject to management's judgment. See "*We face risks resulting from the extensive use of models, AI, and data.*"

***Fluctuations in interest rates or volatility in the capital markets could adversely affect our business, results of operations and financial condition.***

Like other financial institutions, our business is sensitive to interest rate movements and the performance of the capital markets. We rely on access to the capital markets to fund our operations and to grow our business. Our ability to borrow from other financial institutions or to engage in funding transactions on favorable terms or at all could be adversely affected by disruptions, uncertainty or volatility in the capital markets. Additionally, increased charge-offs, rising interest rates, increased refinancing activity and other events may cause our securitization transactions to amortize earlier than scheduled or reduce the value of the securities that we hold for liquidity purposes, which could accelerate our need for additional funding from other sources. We could also experience impairments of other financial assets and other negative impacts on our financial position, including possible constraints on liquidity and capital, as well as higher costs of capital.

Additionally, changes in interest rates could adversely affect the results of our operations and financial condition. For example, if inflation were to remain elevated or begin to increase, interest rates could increase further. Higher interest rates increase our borrowing costs and may require us to increase the interest we pay on funds deposited with us and may reduce the market value of our securities holdings. If interest rates continue to increase or if higher interest rates persist for an extended period of time, our expenses may increase further. If the rate of economic growth decreased sharply, causing the Federal Reserve to lower interest rates, our net income could be adversely affected. Additionally, a shrinking yield premium between short-term and long-term market interest rates could adversely impact the rates that we pay on our liabilities and the rates that we earn on our assets and thus affect our profitability.

We assess our interest rate risk by estimating the effect on our earnings, economic value and capital under various scenarios that differ based on assumptions about the direction and the magnitude of interest rate changes. We take risk mitigation actions based on those assessments. We face the risk that changes in interest rates could materially reduce our net interest income and our earnings, especially if actual conditions turn out to be materially different than those we assumed.

Furthermore, interest rate fluctuations and competitor responses to those changes may have a material adverse effect on our financial condition and results of operations, as customers or commercial clients default on their loans, maintain lower deposit levels or, in the case of credit card accounts, reduce demand for credit or (for existing customers) the level of borrowing or purchase activity. For example, increases in interest rates increase debt service requirements for some of our borrowers, which may adversely affect those borrowers' ability to pay as contractually obligated. This could result in additional or fluctuating delinquencies or charge-offs and negatively impact our results of operations. These changes could reduce the overall yield on our interest-earning asset portfolio. An inability to attract or maintain deposits could materially affect our ability to fund our business and our liquidity position. Many other financial institutions have increased their reliance on deposit funding and, as such, we expect continued competition in the deposit markets. We cannot predict how this competition will affect our costs. If we are required to offer higher interest rates to attract or maintain deposits, our funding costs will be adversely impacted.

Changes in valuations in the debt and equity markets could have a negative impact on the assets we hold in our investment portfolio. Such market changes could also have a negative impact on the valuation of assets for which we provide servicing. See “Part II—Item 7. MD&A—Market Risk Profile” and “*We face intense competition in all of our markets*” for additional information.

#### Credit Risk

***We may experience increases or fluctuations in delinquencies and credit losses, or we may incorrectly estimate expected losses, which could result in inadequate reserves.***

Like other lenders, we face the risk that our customers will not repay their loans. A customer’s ability and willingness to repay us can be adversely affected by decreases in the income of the borrower or increases in their payment obligations to other lenders, whether as a result of a job loss, higher debt levels or rising cost of servicing debt, inflation outpacing wage growth, or by restricted availability of credit generally. We may fail to quickly identify and reduce our exposure to customers that are likely to default on their payment obligations, whether by closing credit lines or restricting authorizations. Our ability to manage credit risk also is affected by legal or regulatory changes (such as restrictions on collections, bankruptcy laws, minimum payment regulations and re-age guidance), competitors’ actions and consumer behavior, and depends on the effectiveness of our collections staff, techniques and models.

Rising credit losses or leading indicators of rising credit losses (such as higher delinquencies, higher rates of nonperforming loans, higher bankruptcy rates, lower collateral values, elevated unemployment rates or changing market terms) may require us to increase our allowance for credit losses, which would decrease our profitability if we are unable to raise revenue or reduce costs to compensate for higher credit losses, whether actual or expected. In particular, we face the following risks in this area:

- ***Missed Payments:*** Our customers may fail to make required payments on time and may default or become delinquent. Loan charge-offs (including from bankruptcies) are generally preceded by missed payments or other indications of worsening financial conditions for our customers. Historically, customers are more likely to miss payments during an economic downturn, recession, periods of high unemployment, or prolonged periods of slow economic growth. Customers might also be more likely to miss payments if the payment burdens on their existing debt grow due to rising interest rates, or if inflation outpaces wage growth. Additionally, the CFPB has, among other things, proposed changes to lower the safe harbor amount for past due fees that a credit card issuer can charge on consumer credit card accounts, which could result in changes in consumer repayment patterns.
- ***Incorrect Estimates of Expected Credit Losses:*** The credit quality of our loan portfolios can have a significant impact on our earnings. We allow for and reserve against credit risks based on our assessment of expected credit losses in our loan portfolios. This process, which is critical to our financial condition and results of operations, requires complex judgments, including forecasts of economic conditions. We may underestimate our expected credit losses and fail to hold an allowance for credit losses sufficient to account for these credit losses. Incorrect assumptions could lead to material underestimations of expected credit losses and an inadequate allowance for credit losses. See “*We face risks resulting from the extensive use of models, AI, and data.*”
- ***Inaccurate Underwriting:*** Our ability to accurately assess the creditworthiness of our customers may diminish, which could result in an increase in our credit losses and a deterioration of our returns. See “*Our risk management strategies may not be fully effective in mitigating our risk exposures in all market environments or against all types of risk.*”
- ***Business Mix:*** We engage in a diverse mix of businesses with a broad range of potential credit exposure. Because we originate a relatively greater proportion of consumer loans in our loan portfolio compared to other large bank peers and originate both prime and subprime credit card accounts and auto loans, we may experience higher delinquencies and a greater number of accounts charging off, as well as greater fluctuations in those metrics, compared to other large bank peers, which could result in increased credit losses, operating costs and regulatory scrutiny. Additionally, a change in this business mix over time to include proportionally more consumer loans or subprime credit card accounts or auto loans could adversely affect the credit quality of our loan portfolios.

- **Increasing Charge-off Recognition/Allowance for Credit Losses:** We account for the allowance for credit losses according to accounting and regulatory guidelines and rules, including Financial Accounting Standards Board (“FASB”) standards and the Federal Financial Institutions Examination Council (“FFIEC”) Account Management Guidance. We measure our allowance for credit losses under the CECL standard, which is based on management’s best estimate of expected lifetime credit losses. The impact of measuring our allowance for credit losses on our results will depend on the characteristics of our financial instruments, economic conditions, and our economic and loss forecasts. The application of the CECL standard may require us to increase reserves faster and to a higher level in an economic downturn, resulting in greater adverse impact to our results and our capital ratios than we would have experienced in similar circumstances prior to the adoption of CECL. Due to our business mix and the impact of credit losses on our income statement as compared to many of our large bank peers, we could be disproportionately affected by use of the CECL standard.
- **Insufficient Asset Values:** The collateral we have on secured loans could be insufficient to compensate us for credit losses. When customers default on their secured loans, we attempt to recover collateral where permissible and appropriate. However, the value of the collateral may not be sufficient to compensate us for the amount of the unpaid loan, and we may be unsuccessful in recovering the remaining balance from our customers. Decreases in real estate and other asset values adversely affect the collateral value for our commercial lending activities, while the auto business is similarly exposed to collateral risks arising from the auction markets that determine used car prices. Borrowers may be less likely to continue making payments on loans if the value of the property used as collateral for the loan is less than what the borrower owes, even if the borrower is still financially able to make the payments. In that circumstance, the recovery of such property could be insufficient to compensate us for the value of these loans upon a default. In our auto business, business and economic conditions that negatively affect household incomes and savings, housing prices and consumer behavior, as well as technological advances that make older cars obsolete faster, could decrease (i) the demand for new and/or used vehicles and (ii) the value of the collateral underlying our portfolio of auto loans, which could cause the number of consumers who become delinquent or default on their loans to increase.
- **Geographic and Industry Concentration:** Although our consumer lending is geographically diversified, approximately 40.5% of our commercial real estate loan portfolio is concentrated in the Northeast region. The regional economic conditions in the Northeast affect the demand for our commercial products and services as well as the ability of our customers to repay their commercial real estate loans and the value of the collateral securing these loans. An economic downturn or prolonged period of slow economic growth in, or a catastrophic event or natural disaster that disproportionately affects the Northeast region could have a material adverse effect on the performance of our commercial real estate loan portfolio and our results of operations. In addition, our Commercial Banking strategy includes an industry-specific focus. If any of the industries that we focus on experience changes, we may experience increased credit losses and our results of operations could be adversely impacted.

#### **Capital and Liquidity Risk**

***We may not be able to maintain adequate capital or liquidity levels or may become subject to revised capital or liquidity requirements, which could have a negative impact on our financial results and our ability to return capital to our stockholders.***

Financial institutions are subject to extensive and complex capital and liquidity requirements, which are subject to change. These requirements affect our ability to lend, grow deposit balances, make acquisitions and distribute capital. Failure to maintain adequate capital or liquidity levels, whether due to adverse developments in our business or the economy or to changes in the applicable requirements, could subject us to a variety of restrictions and/or remedial actions imposed by our regulators. These include limitations on the ability to pay dividends or repurchase shares and the issuance of a capital directive to increase capital. Such limitations or capital directive could have a material adverse effect on our business and results of operations. For example, changes to applicable capital, liquidity, or other regulations, such as the changes proposed in the Basel III Finalization Proposal and the LTD Proposal, could result in increased regulatory capital requirements, operating expenses or cost of funding, which could negatively affect our financial results or our ability to distribute capital.

We consider various factors in the management of capital, including the impact of both internal and supervisory stress scenarios on our capital levels as determined by our internal modeling and the Federal Reserve’s estimation of losses in supervisory stress scenarios that are used to annually set our stress capital buffer requirement. There can be significant differences between our modeling and the Federal Reserve’s projections for a given supervisory stress scenario and between the capital needs suggested by our internal stress scenarios and the supervisory scenarios. Therefore, although our estimated capital levels under stress disclosed as part of the stress testing processes may suggest that we have a particular capacity to return capital to stockholders

and remain well capitalized under stress, the Federal Reserve's modeling, our internal modeling of another scenario or other factors related to our capital management process may reflect a lower capacity to return capital to stockholders than that indicated by the projections released in the stress testing processes. This in turn, could lead to restrictions on our ability to pay dividends and engage in repurchases of our common stock. See "Item 1. Business—Supervision and Regulation" for additional information.

We also consider various factors in the management of liquidity, including maintaining sufficient liquid assets to meet the requirements of several internal and regulatory stress tests. There can be significant differences in estimated liquidity needs between internal and regulatory stress testing, and liquidity resources required to meet regulatory requirements, such as applicable LCR and NSFR requirements, may exceed what would otherwise be required to satisfy internal liquidity metrics and stress testing. Regulatory liquidity stress testing and regulatory liquidity requirements may, therefore, require us to take actions to increase our liquid assets or alter our activities or funding sources, which could negatively affect our financial results or our ability to return capital to our stockholders. See "Item 1. Business—Supervision and Regulation" for additional information.

***Limitations on our ability to receive dividends from our subsidiaries could affect our liquidity and ability to pay dividends and repurchase our common stock.***

We are a separate and distinct legal entity from our subsidiaries, including, without limitation, the Bank and our broker-dealer subsidiaries. Dividends to us from these direct and indirect subsidiaries have represented a major source of funds for us to pay dividends on our common and preferred stock, repurchase our common stock, make payments on corporate debt securities and meet other obligations. These capital distributions may be limited by law, regulation or supervisory policy. There are various federal law limitations on the extent to which the Bank can finance or otherwise supply funds to us through dividends and loans. These limitations include minimum regulatory capital and capital buffer requirements, federal banking law requirements concerning the payment of dividends out of net profits or surplus, and Sections 23A and 23B of the Federal Reserve Act and Regulation W governing transactions between an insured depository institution and its affiliates, as well as general federal regulatory oversight to prevent unsafe or unsound practices. Our broker-dealer subsidiaries are also subject to laws and regulations, including net capital requirements, that may limit their ability to pay dividends or make other distributions to us. If our subsidiaries' earnings are not sufficient to make dividend payments to us while maintaining adequate capital levels, our liquidity may be affected and we may not be able to make dividend payments to our common or preferred stockholders, repurchase our common stock, make payments on outstanding corporate debt securities or meet other obligations, each and any of which could have a material adverse impact on our results of operations, our financial position or the perception of our financial health. The frequency and size of any future dividends to our stockholders and our stock repurchases will depend upon regulatory limitations imposed by our regulators and our results of operations, financial condition, capital levels, cash requirements, future prospects, regulatory review and other factors as further described in "Item 1. Business—Supervision and Regulation."

***A downgrade in our credit ratings could significantly impact our liquidity, funding costs and access to the capital markets.***

Our credit ratings are based on a number of factors, including financial strength, as well as factors not within our control, including conditions affecting the financial services industry generally, the macroeconomic environment and changes made by rating agencies to their methodologies or ratings criteria. Our ratings could be downgraded at any time and without any notice by any of the rating agencies, which could, among other things, adversely affect our ability to borrow funds, increase our funding cost, increase our cost of capital, limit the number of investors or counterparties willing to do business with or lend to us, adversely limit our ability to access the capital markets and have a negative impact on our results of operations.

**Operational Risk**

***We face risks related to our operational, technological and organizational infrastructure.***

Our ability to retain and attract customers depends on our ability to develop, operate, and adapt our technology and organizational infrastructure in a rapidly changing environment. In addition, we must accurately process, record and monitor an increasingly large number of complex transactions. Digital technology, cloud-based services, data and software development are deeply embedded into our business model and how we work.

Similar to other large corporations in our industry, we are exposed to operational risk that can manifest itself in many ways, such as errors in execution, inadequate processes, inaccurate models, faulty or disabled technological infrastructure, malicious disruption and fraud by employees or persons outside of our company, whether through attacks on Capital One directly, or on our third-party service providers or customers. In addition, the increasing use of near real-time money movement solutions,

among other risks, increases the complexity of preventing, detecting and recovering fraudulent transactions. We are also heavily dependent on the security, capability, integrity and continuous availability of the technology systems that we use to manage our internal financial and other systems, monitor risk and compliance with regulatory requirements, provide services to our customers, develop and offer new products and communicate with stakeholders.

We also face risk of adverse customer impacts and business disruption arising from the execution of strategic initiatives and operational plans we may pursue across our operations. For example, when we launch a new product, service or platform for the delivery or distribution of products or services, acquire or invest in a business or make changes to an existing product, service or delivery platform, there is the risk of execution issues related to changes to operations or processes. These issues could be driven by insufficient mitigation of operational risks associated with the change implementation, inadequate training, failure to account for new or changed requirements, or failure to identify or address impacted downstream processes.

In addition, we may experience increased costs and/or disruptions due to our hybrid work model, which could also affect our ability to operate effectively and maintain our corporate culture.

If we do not maintain the necessary operational, technological and organizational infrastructure to operate our business, including to maintain the resiliency and security of that infrastructure, our business and reputation could be materially adversely affected. We also are subject to disruptions to our systems arising from events that are wholly or partially beyond our control, which may include computer viruses; computer, telecommunications, network, utility, electronic or physical infrastructure outages; bugs, errors, insider threats, design flaws in systems or platforms; availability and quality of vulnerability patches from key vendors, cyber-attacks and other security incidents, natural disasters, other damage to property or physical assets, or events arising from local or larger scale politics, including civil unrest, terrorist acts and military conflict. Any failure to maintain our infrastructure or prevent disruption of our systems and applications could diminish our ability to operate our businesses, service customer accounts and protect customers' information, or result in potential liability to customers, reputational damage, regulatory intervention and customers' loss of confidence in our businesses, any of which could result in a material adverse effect.

We also rely on the business infrastructure and systems of third parties (and their supply chains) with which we do business and/or to whom we outsource the operation, maintenance and development of our information technology and communications systems. We have substantially migrated primarily all aspects of our core information technology systems and customer-facing applications to third-party cloud infrastructure platforms, principally AWS. If we fail to architect, administer or oversee these environments in a well-managed, secure and effective manner, or if such platforms become unavailable, are disrupted, fail to scale, do not operate as designed, or do not meet their service level agreements for any reason, we may experience unplanned service disruption or unforeseen costs which could result in material harm to our business and operations. We must successfully develop and maintain information, financial reporting, disclosure, privacy, data protection, data security and other controls adapted to our reliance on outside platforms and providers. In addition, AWS, or other service providers (including, without limitation, those who also rely on AWS) could experience system or telecommunication breakdowns or failures, outages, degradation in service, downtime, failure to scale, software bugs, design flaws, cyber-attacks and other security incidents, insider threats, adverse changes to financial condition, bankruptcy, or other adverse conditions, (including conditions which interfere with our access to and use of AWS), which could have a material adverse effect on our business and reputation. We also face a risk that our third-party service providers might be unable or unwilling to continue to provide these or other services to meet our current or future needs in an efficient, cost-effective, or favorable manner or may terminate or seek to terminate their contractual relationship with us. Any transition to alternative third-party service providers or internal solutions may be difficult to implement, may cause us to incur significant time and expense and may disrupt or degrade our ability to deliver our products and services. Thus, the substantial amount of our infrastructure that we outsource to AWS or to other third-party service providers may increase our risk exposure.

Any disruptions, failures or inaccuracies of our operational processes, technology systems and models, including those associated with improvements or modifications to such technology systems and models, or failure to identify or effectively respond to operational risks in a timely manner and continue to deliver our services through an operational disruption, could cause us to be unable to market and manage our products and services, manage our risk, meet our regulatory obligations or report our financial results in a timely and accurate manner, all of which could have a negative impact on our results of operations. In addition, our ongoing investments in infrastructure, which are necessary to maintain a competitive business, integrate acquisitions and establish scalable operations, may increase our expenses. As our business develops, changes or expands, additional expenses can arise as a result of a reevaluation of business strategies or risks, management of outsourced services, asset purchases or other acquisitions, structural reorganization, compliance with new laws or regulations, the integration of newly acquired businesses, or the prevention or occurrence of cyber-attacks and other security incidents. If we are

unable to successfully manage our expenses, our financial results will be negatively affected. Changes to our business, including those resulting from our strategic imperatives, also require robust governance to ensure that our objectives are executed as intended without adversely impacting our customers, associates, operations or financial performance. Ineffective change management oversight and governance over the execution of our key projects and initiatives could expose us to operational, strategic and reputational risk and could negatively impact customers or our financial performance.

***A cyber-attack or other security incident on us or third parties (including their supply chains) with which we conduct business, including an incident that results in the theft, loss, manipulation or misuse of information (including personal information), or the disabling of systems and access to information critical to business operations, may result in increased costs, reductions in revenue, reputational damage, legal exposure and business disruptions.***

Our ability to provide our products and services and communicate with our customers, depends upon the management and safeguarding of information systems and infrastructure, networks, software, data, technology, methodologies and business secrets, including those of our service providers. Our products and services involve the collection, authentication, management, usage, storage, transmission and destruction of sensitive and confidential information, including personal information, regarding our customers and their accounts, our employees, our partners and other third parties with which we do business. We also have arrangements in place with third-party business partners through which we share and receive information about their customers who are or may become our customers. The financial services industry, including Capital One, is particularly at risk because of the increased use of and reliance on digital banking products and other digital services, including mobile banking products, such as mobile payments, and other internet- and cloud-based products and applications, and the development of additional remote connectivity solutions, which increase cybersecurity risks and exposure. In addition, global events and geopolitical instability (including, without limitation, the war between Israel and Hamas, the war between Ukraine and Russia and the related sanctions imposed by the U.S. and other countries, and increased geopolitical tensions between the U.S. and China) may lead to increased nation state targeting of financial institutions in the U.S. and abroad.

Technologies, systems, networks and other devices of Capital One, as well as those of our employees, service providers, partners and other third parties with whom we interact, have been and may continue to be the subject of cyber-attacks and other security incidents, including computer viruses, hacking, malware, ransomware, supply chain attacks, vulnerabilities, credential stuffing, account takeovers, insider threats, business email compromise scams or phishing or other forms of social engineering. Such cyber-attacks and other security incidents are designed to lead to various harmful outcomes, such as unauthorized transactions in Capital One accounts, unauthorized or unintended access to or release, gathering, monitoring, disclosure, loss, destruction, corruption, disablement, encryption, misuse, modification or other processing of confidential or sensitive information (including personal information), intellectual property, software, methodologies or business secrets, disruption, sabotage or degradation of service, systems or networks, an attempt to extort Capital One, its third-party service providers or its business partners or other damage. Cyber-attacks and other security incidents that occur in the supply chain of third parties with which we interact could also negatively impact Capital One.

These threats may derive from, among other things, error, fraud or malice on the part of our employees, insiders, or third parties or may result from accidental technological failure or design flaws. Any of these parties may also attempt to fraudulently induce employees, service providers, customers, partners or other third-party users of our systems or networks to disclose confidential or sensitive information (including personal information) in order to gain access to our systems, networks or data or that of our customers, partners, or third parties with whom we interact, or to unlawfully obtain monetary benefit through misdirected or otherwise improper payment. For instance, any party that obtains our confidential or sensitive information (including personal information) through a cyber-attack or other security incident may use this information for ransom, to be paid by us or a third party, as part of a fraudulent activity that is part of a broader criminal activity, or for other illicit purposes. Additionally, the failure of our employees, third-party service providers or business partners, or their respective supply chains, to exercise sound judgment and vigilance when targeted with social engineering or other cyber-attacks may increase our vulnerability.

For example, on July 29, 2019, we announced that on March 22 and 23, 2019 an outside individual gained unauthorized access to our systems (the "2019 Cybersecurity Incident"). This individual obtained certain types of personal information relating to people who had applied for our credit card products and to our credit card customers. While the 2019 Cybersecurity Incident has been remediated, it resulted in fines, litigation, consent orders, settlements, government investigations and other regulatory enforcement inquiries. Cyber and information security risks for large financial institutions like us continue to increase due to the proliferation of new technologies, the industry-wide shift to reliance upon the internet to conduct financial transactions, the increased sophistication and activities of malicious actors, organized crime, perpetrators of fraud, hackers, terrorists, activists, extremist parties, formal and informal instrumentalities of foreign governments, state-sponsored or nation-state actors and other external parties and the growing use of AI by threat actors. In addition, our customers access our products and services using personal devices that are necessarily external to our security control systems. There has also been a significant proliferation of



consumer information available on the internet resulting from breaches of third-party entities, including personal information, log-in credentials and authentication data. These third-party breach events could create a threat for our customers if their Capital One log-in credentials are the same as or similar to the credentials that have been compromised on other internet sites. This threat could include the risk of unauthorized account access, data loss and fraud. The use of AI, "bots" or other automation software can increase the velocity and efficacy of these types of attacks. As our employees are operating under our hybrid work model, our remote interaction with employees, service providers, partners and other third parties on systems, networks and environments over which we have less control (such as through employees' personal devices) increases our cybersecurity risk exposure. We will likely face an increasing number of attempted cyber-attacks as we expand our mobile and other internet-based products and services, as well as our usage of mobile and cloud technologies and as we provide more of these services to a greater number of retail banking customers.

The methods and techniques employed by malicious actors develop and evolve rapidly, including from emerging technologies, such as advanced forms of AI and quantum computing, are increasingly sophisticated and often are not fully recognized or understood until after they have occurred, and some techniques could occur and persist for an extended period of time before being detected and remediated. For example, although we immediately fixed the configuration vulnerability that was exploited in the 2019 Cybersecurity Incident once we discovered the unauthorized access, a period of time elapsed between the occurrence of the unauthorized access and the time when we discovered it. In other circumstances, we and our service providers and other third parties with which we interact may be unable to anticipate or identify certain attack methods or techniques in order to implement effective preventative or detective measures or mitigate or remediate the damages caused in a timely manner. We may also be unable to hire, develop and retain talent that keeps pace with the rapidly changing cyber threat landscape, and which are capable of preventing, detecting, mitigating or remediating these risks. Although we seek to maintain a robust suite of authentication and layered information security controls, any one or combination of these controls could fail to prevent, detect, mitigate, remediate or recover from these risks in a timely manner.

An actual, suspected, threatened or alleged disruption or breach, including as a result of a cyber-attack such as the 2019 Cybersecurity Incident, or media (including social media) reports of alleged or perceived security vulnerabilities or incidents at Capital One or at our service providers, could result in significant legal and financial exposure, regulatory intervention, litigation, enforcement actions, remediation costs, card reissuance, supervisory liability, damage to our reputation or loss of confidence in the security of our systems, products and services that could adversely affect our business. Moreover, new regulations may require us to publicly disclose certain information about certain cybersecurity incidents before they have been resolved or fully investigated. There can be no assurance that unauthorized access or cyber incidents similar to the 2019 Cybersecurity Incident will not occur or that we will not suffer material losses in the future. If future attacks are successful or if customers are unable to access their accounts online for other reasons, it could adversely impact our ability to service customer accounts or loans, complete financial transactions for our customers or otherwise operate any of our businesses or services. In addition, a breach or attack affecting one of our service providers or other third parties with which we interact could harm our business even if we do not control the service that is attacked.

Further, our ability to monitor our service providers' and other business partners' cybersecurity practices is inherently limited. Although the agreements that we have in place with our service providers (and other business partners) generally include requirements relating to privacy, data protection and data security, we cannot guarantee that such agreements will prevent a cyber incident impacting our systems or information or enable us to obtain adequate or any reimbursement from our service providers or other business partners in the event we should suffer any such incidents. However, due to applicable laws and regulations or contractual obligations, we may be held responsible for cyber incidents attributed to our service providers and other business partners as they relate to the information we share with them.

In addition, we continue to incur increased costs with respect to preventing, detecting, investigating, mitigating, remediating, and recovering from cybersecurity risks, as well as any related attempted fraud. In order to address ongoing and future risks, we must expend significant resources to support protective security measures, investigate and remediate any vulnerabilities of our information systems and infrastructure and invest in new technology designed to mitigate security risks. Further, high profile cyber incidents at Capital One or other large financial institutions could undermine our competitive advantage and divert management attention and resources, lead to a general loss of customer confidence in financial institutions that could negatively affect us, including harming the market perception of the effectiveness of our security measures or the global financial system in general, which could result in reduced use of our financial products. We have insurance against some cyber risks and attacks; nonetheless, our insurance coverage may not be sufficient to offset the impact of a material loss event (including if our insurer denies coverage as to any particular claim in the future), and such insurance may increase in cost or cease to be available on commercially reasonable terms, or at all, in the future.

***We face risks resulting from the extensive use of models, AI, and data.***

We rely on quantitative models and the use of AI, as well as our ability to manage and aggregate data in an accurate and timely manner, to assess and manage our various risk exposures, create estimates and forecasts, and manage compliance with regulatory capital requirements. We continue to invest in building new capabilities that employ new AI technologies such as generative AI, and we expect our use of these technologies to increase over time. However, there are significant risks involved in utilizing models and AI and no assurance can be provided that our use will produce only intended or beneficial results. AI may subject us to new or heightened legal, regulatory, ethical, or other challenges; and negative public opinion of AI could impair the acceptance of AI solutions. If the models or AI solutions that we create or use are deficient, inaccurate or controversial, we could incur operational inefficiencies, competitive harm, legal liability, brand or reputational harm, or other adverse impacts on our business and financial results. We also may incur liability through the violation of applicable laws and regulations, third-party intellectual property, privacy or other rights, or contracts to which we are a party.

We may use models and AI in processes such as determining the pricing of various products, identifying potentially fraudulent transactions, grading loans and extending credit, measuring interest rate and other market risks, predicting deposit levels or loan losses, assessing capital adequacy, calculating managerial and regulatory capital levels, estimating the value of financial instruments and balance sheet items, and other operational functions. Development and implementation of some of these models, such as the models for credit loss accounting under CECL, require us to make difficult, subjective and complex judgments. Our risk reporting and management, including business decisions based on information incorporating models and the use of AI, depend on the effectiveness of our models and AI and our policies, programs, processes and practices governing how data, models and AI, as applicable, are acquired, validated, stored, protected, processed and analyzed. Any issues with the quality or effectiveness of our data aggregation and validation procedures, as well as the quality and integrity of data inputs, formulas or algorithms, could result in inaccurate forecasts, ineffective risk management practices or inaccurate risk reporting. In addition, models and AI based on historical data sets might not be accurate predictors of future outcomes and their ability to appropriately predict future outcomes may degrade over time due to limited historical patterns, extreme or unanticipated market movements or customer behavior and liquidity, especially during severe market downturns or stress events (e.g., geopolitical or pandemic events).

While we continuously update our policies, programs, processes and practices, many of our data management, modeling, AI, aggregation and implementation processes are manual and may be subject to human error, data limitations, process delays or system failure. Failure to manage data effectively and to aggregate data in an accurate and timely manner may limit our ability to manage current and emerging risk, to produce accurate financial, regulatory and operational reporting as well as to manage changing business needs. If our Framework is ineffective, we could suffer unexpected losses which could materially adversely affect our results of operation or financial condition. Also, any information we provide to the public or to our regulators based on incorrectly designed or implemented models or AI could be inaccurate or misleading. Some of the decisions that our regulators make, including those related to capital distribution to our stockholders, could be affected adversely due to the perception that the quality of the data, models and AI used to generate the relevant information is insufficient. In addition, regulation of AI is rapidly evolving worldwide as legislators and regulators are increasingly focused on these powerful emerging technologies. The technologies underlying AI and its uses are subject to a variety of laws and regulations, including intellectual property, privacy, data protection and information security, consumer protection, competition, and equal opportunity laws, and are expected to be subject to increased regulation and new laws or new applications of existing laws and regulations. AI is the subject of ongoing review by various U.S. governmental and regulatory agencies, and various U.S. states and other foreign jurisdictions are applying, or are considering applying, their platform moderation, privacy, data protection and data security laws and regulations to AI or are considering general legal frameworks for AI. We may not be able to anticipate how to respond to these rapidly evolving frameworks, and we may need to expend resources to adjust our offerings in certain jurisdictions if the legal frameworks are inconsistent across jurisdictions. Furthermore, because AI technology itself is highly complex and rapidly developing, it is not possible to predict all of the legal, operational or technological risks that may arise relating to the use of AI.

**Legal and Regulatory Risk*****Compliance with new and existing domestic and foreign laws, regulations and regulatory expectations is costly and complex.***

A wide array of laws and regulations, including banking and consumer lending laws and regulations, apply to every aspect of our business and these laws can be uncertain and evolving. We and our subsidiaries are also subject to supervision and examination by multiple regulators both in the U.S. and abroad, and the manner in which our regulators interpret applicable laws and regulations may affect how we comply with them. Failure to comply with these laws and regulations, even if the failure was inadvertent or reflects a difference in interpretation or conflicting legal requirements, could subject us to restrictions

on our business activities, fines, criminal sanctions and other penalties, and/or damage to our reputation with regulators, our customers or the public. Hiring, training and retaining qualified compliance and legal personnel, and establishing and maintaining risk management and compliance-related systems, infrastructure and processes, is difficult and may lead to increased expenses. These efforts and the associated costs could limit our ability to invest in other business opportunities. In addition, actions, behaviors or practices by us, our employees or representatives that are illegal, unethical or contrary to our core values could harm us, our stockholders or customers or damage the integrity of the financial markets and are subject to regulatory scrutiny across jurisdictions. Violations of law by other financial institutions may also result in increased regulatory scrutiny of our business.

Applicable rules and regulations may affect us disproportionately compared to our competitors or in an unforeseen manner. For example, we have a large number of customer accounts in our credit card and auto lending businesses and we have made the strategic choice to originate and service subprime credit card and auto loans, which typically have higher delinquencies and charge-offs than prime customer accounts. As a result, we have significant involvement with credit bureau reporting and the collection and recovery of delinquent and charged-off debt, primarily through customer communications, the filing of litigation against customers in default, the periodic sale of charged-off debt and vehicle repossession. These and other consumer lending activities are subject to enhanced legal and regulatory scrutiny from regulators, courts and legislators. Any future changes to or legal liabilities resulting from our business practices in these areas, including our debt collection practices and the fees we charge, whether mandated by regulators, courts, legislators or otherwise, could have a material adverse impact on our financial condition.

The legislative and regulatory environment is beyond our control, may change rapidly and unpredictably, and may negatively influence our revenue, costs, earnings, growth, liquidity and capital levels. For example, the CFPB has announced several initiatives related to the amounts and types of fees financial institutions may charge, including by issuing a proposed rule that would, among other things, significantly lower the safe harbor amount for past due fees that a credit card issuer can charge on consumer credit card accounts. Such changes could affect our ability or willingness to provide certain products or services, necessitate changes to our business practices, or reduce our revenues. There may also be future rulemaking in emerging regulatory areas such as climate-related risks and new technologies. Adoption of new technologies, such as distributed ledger technologies, tokenization, cloud computing, AI and machine learning technologies, can present unforeseen challenges in applying and relying on existing compliance systems. In addition, some laws and regulations may be subject to litigation or other challenges that delay or modify their implementation and impact on us.

Certain laws and regulations, and any interpretations and applications with respect thereto, are generally intended to protect consumers, borrowers, depositors, the DIF, the U.S. banking and financial system, and financial markets as a whole, but not stockholders. Our success depends on our ability to maintain compliance with both existing and new laws and regulations. For a description of the material laws and regulations, including those related to the consumer lending business, to which we are subject, see "Item 1. Business—Supervision and Regulation."

***Our required compliance with applicable laws and regulations related to privacy, data protection and data security, in addition to compliance with our own privacy policies and contractual obligations to third parties, may increase our costs, reduce our revenue, increase our legal exposure and limit our ability to pursue business opportunities.***

We are subject to a variety of continuously evolving and developing laws and regulations in the United States at the federal, state and local level regarding privacy, data protection and data security, including those related to the collection, storage, handling, use, disclosure, transfer, security and other processing of personal information. For example, at the federal level, we are subject to the GLBA and the FCRA, among other laws and regulations. Moreover, legislative changes have been proposed in the U.S. Congress for more comprehensive privacy, data protection and data security legislation, to which we may be subject if passed. The enactment of CIRCIA, once rulemaking is complete, will require, among other things, certain companies to report significant cyber incidents to the CISA within 72 hours from the time the company reasonably believes the incident occurred. At the state level, California has enacted the CPRA, and various other states also have enacted or are in the process of enacting state-level privacy, data protection and/or data security laws and regulations, with which we may be required to comply. Additionally, the Federal Banking Agencies, as well as the SEC and related self-regulatory organizations, regularly issue guidance regarding cybersecurity that is intended to enhance cyber risk management among financial institutions.

We also are, or may become, subject to continuously evolving and developing laws and regulations in other jurisdictions regarding privacy, data protection and data security. For example, in Canada we are subject to the Personal Information Protection and Electronic Documents Act ("PIPEDA") and may become subject to additional privacy, data protection and data security laws and regulations in Canada, including those which may differ from PIPEDA, if passed. In addition, subject to

limited exceptions, the EU General Data Protection Regulation (“EU GDPR”) applies EU data protection laws to certain companies processing personal data of individuals in the EU, regardless of the company’s location. We also are subject to the U.K. General Data Protection Regulation (“U.K. GDPR”), which is how the EU GDPR has been implemented into U.K. law. These laws and regulations, and similar laws and regulations in other jurisdictions, impose strict requirements regarding the collection, storage, handling, use, disclosure, transfer, security and other processing of personal information, which may have adverse consequences, including significant compliance costs and severe monetary penalties for non-compliance. Significant uncertainty exists as privacy, data protection, and data security laws may be interpreted and applied differently from country to country and may create inconsistent or conflicting requirements.

Further, we make public statements about our use, collection, disclosure and other processing of personal information through our privacy policies, information provided on our website and press statements. Although we endeavor to comply with our public statements and documentation, we may at times fail to do so or be alleged to have failed to do so. The publication of our privacy policies and other statements that provide promises and assurances about privacy, data protection and data security can subject us to potential government or legal action if they are found to be deceptive, unfair or misrepresentative of our actual practices. Additional risks could arise in connection with any failure or perceived failure by us, our service providers or other third parties with which we do business to provide adequate disclosure or transparency to individuals, including our customers, about the personal information collected from them and its use, to receive, document or honor the privacy preferences expressed by individuals, to protect personal information from unauthorized disclosure, or to maintain proper training on privacy practices for all employees or third parties who have access to personal information in our possession or control.

Our efforts to comply with GLBA, FCRA, CPRA, PIPEDA, EU GDPR, U.K. GDPR and other privacy, data protection and data security laws and regulations, as well as our posted privacy policies, and related contractual obligations to third parties, entail substantial expenses, may divert resources from other initiatives and projects, and could limit the services we are able to offer. Furthermore, enforcement actions and investigations by regulatory authorities related to data security incidents and privacy, data protection and data security violations continue to increase. The enactment of more restrictive laws or regulations, or future enforcement actions, litigation or investigations, could impact us through increased costs or restrictions on our business, and any noncompliance or perceived noncompliance could result in monetary or other penalties, harm to our reputation, distraction to our management and technical personnel and significant legal liability.

***Our businesses are subject to the risk of increased litigation, government investigations and regulatory enforcement.***

Our businesses are subject to increased litigation, government investigations and other regulatory enforcement risks as a result of a number of factors and from various sources, including the highly regulated nature of the financial services industry, the focus of state and federal prosecutors on banks and the financial services industry and the structure of the credit card industry.

Given the inherent uncertainties involved in litigation, government investigations and regulatory enforcement decisions, and the very large or indeterminate damages sought in some matters asserted against us, there can be significant uncertainty as to the ultimate liability we may incur from these kinds of matters. The finding, or even the assertion, of substantial legal liability against us could have a material adverse effect on our business and financial condition and could cause significant reputational harm to us, which could seriously harm our business. For example, the 2019 Cybersecurity Incident has resulted in litigation, consent orders, settlements, government investigations and other regulatory enforcement inquiries.

In addition, financial institutions, such as ourselves, face significant regulatory scrutiny, which can lead to public enforcement actions or nonpublic supervisory actions. We and our subsidiaries are subject to comprehensive regulation and periodic examination by, among other regulatory bodies, the Federal Banking Agencies, SEC, CFTC and CFPB. We have been subject to enforcement actions by many of these and other regulators and may continue to be involved in such actions, including governmental inquiries, investigations and enforcement proceedings, including by the OCC, Department of Justice, the FinCEN and state Attorneys General.

Over the last several years, federal and state regulators have focused on risk management, compliance with anti-money laundering (“AML”) and sanctions laws, privacy, data protection and data security, use of service providers, fair lending and other consumer protection issues and innovative activities, such as those that utilize new technology. In August 2020, we entered into consent orders with the Federal Reserve and the OCC resulting from regulatory reviews of the 2019 Cybersecurity Incident and relating to ongoing enhancements of our cybersecurity and operational risk management processes, and we paid a civil monetary penalty as part of the OCC agreement. The OCC and the Federal Reserve have since terminated their consent orders. In January 2021, we also paid a civil monetary penalty assessed by FinCEN against the Bank in connection with AML.

violations alleged to have occurred between 2008 and 2014. Regulatory scrutiny is expected to continue in these areas, including as a result of implementation of the AML Act of 2020.

We expect that regulators and governmental enforcement bodies will continue taking public enforcement actions against financial institutions in addition to addressing supervisory concerns through nonpublic supervisory actions or findings, which could involve restrictions on our activities, or our ability to make acquisitions or otherwise expand our business, among other limitations that could adversely affect our business. In addition, a violation of law or regulation by another financial institution is likely to give rise to an investigation by regulators and other governmental agencies of the same or similar practices by us. Furthermore, a single event may give rise to numerous and overlapping investigations and proceedings. These and other initiatives from governmental authorities and officials may subject us to further judgments, settlements, fines or penalties, or cause us to restructure our operations and activities or to cease offering certain products or services, all of which could harm our reputation or lead to higher operational costs. Litigation, government investigations and other regulatory actions could generally subject us to significant fines, increased expenses, restrictions on our activities and damage to our reputation and our brand, and could adversely affect our business, financial condition and results of operations. For additional information regarding legal and regulatory proceedings to which we are subject, see “Part II—Item 8. Financial Statements and Supplementary Data—Note 18—Commitments, Contingencies, Guarantees and Others.”

#### **Other Business Risks**

##### ***We face intense competition in all of our markets, which could have a material adverse effect on our business and results of operations.***

We operate in a highly competitive environment across all of our lines of business, whether in making loans, attracting deposits or in the global payments industry, and we expect competitive conditions to continue to intensify with respect to most of our products particularly in our credit card and consumer banking businesses. We compete on the basis of the rates we pay on deposits and the rates and other terms we charge on the loans we originate or purchase, as well as the quality and range of our customer service, products, innovation and experience. This competitive environment is primarily a result of changes in technology, product delivery systems and regulation, as well as the emergence of new or significantly larger financial services providers, all of which may affect our customers’ expectations and demands. In addition to offering competitive products and services, we invest in and conduct marketing campaigns to attract and inform customers. If our marketing campaigns are unsuccessful, it may adversely impact our ability to attract new customers and grow market share.

Some of our competitors, including new and emerging competitors in the digital and mobile payments space and other financial technology providers, are not subject to the same regulatory requirements or scrutiny to which we are subject, which also could place us at a competitive disadvantage, in particular in the development of new technology platforms or the ability to rapidly innovate. We compete with many forms of payments offered by both bank and non-bank providers, including a variety of new and evolving alternative payment mechanisms, systems and products, such as aggregators and web-based and wireless payment platforms or technologies, digital or cryptocurrencies, prepaid systems and payment services targeting users of social networks, communications platforms and online gaming. If we are unable to continue to keep pace with innovation, do not effectively market our products and services or are prohibited from or unwilling to enter emerging areas of competition, our business and results of operations could be adversely affected. In addition, government actions or initiatives may also provide competitors with increased opportunities to derive competitive advantages and may create new competitors. For example, the CFPB has proposed a rule that would require certain financial institutions, including the Company, to share certain financial information with third parties upon a customer’s request, which could enable those third parties to offer competing financial services to consumers.

Some of our competitors are substantially larger than we are, which may give those competitors advantages, including a more diversified product and customer base, the ability to reach more customers and potential customers, operational efficiencies, broad-based local distribution capabilities, lower-cost funding and larger existing branch networks. Many of our competitors are also focusing on cross-selling their products and developing new products or technologies, which could affect our ability to maintain or grow existing customer relationships or require us to offer lower interest rates or fees on our lending products or higher interest rates on deposits. Competition for loans could result in origination of fewer loans, earning less on our loans or an increase in loans that perform below expectations.

We operate as an online direct bank in the United States. While direct banking provides a significant opportunity to attract new customers that value greater and more flexible access to banking services at reduced costs, we face strong and increasing competition in the direct banking market. Aggressive pricing throughout the industry may adversely affect the retention of existing balances and the cost-efficient acquisition of new deposit funds and may affect our growth and profitability. Customers

could also close their online accounts or reduce balances or deposits in favor of products and services offered by competitors for other reasons. These shifts, which could be rapid, could result from general dissatisfaction with our products or services, including concerns over pricing, online security or our reputation. The potential consequences of this competitive environment are exacerbated by the flexibility of direct banking and the financial and technological sophistication of our online customer base.

In our credit card business, competition for rewards customers may result in higher rewards expenses, or we may fail to attract new customers or retain existing rewards customers due to increasing competition for these consumers. As of December 31, 2023, we have a number of large partnerships in our credit card loan portfolio. The market for key business partners, especially in the credit card business, is very competitive, and we may not be able to grow or maintain these partner relationships or assure that these relationships will be profitable or valued by our customers. Additionally, partners themselves may face changes in their business, including market factors and ownership changes, that could impact the partnership. We face the risk that we could lose partner relationships, even after we have invested significant resources into acquiring and developing the relationships. The loss of any key business partner could have a negative impact on our results of operations, including lower returns, excess operating expense and excess funding capacity.

We depend on our partners to effectively promote our co-brand and private label products and integrate the use of our credit cards into their retail operations. The failure by our partners to effectively promote and support our products as well as changes they may make in their business models could adversely affect card usage and our ability to achieve the growth and profitability objectives of our partnerships. In addition, if our partners do not adhere to the terms of our program agreements and standards, or otherwise diminish the value of our brand, we may suffer reputational damage and customers may be less likely to use our products.

Some of our competitors have developed, or may develop, substantially greater financial and other resources than we have, may offer richer value propositions or a wider range of programs and services than we offer, or may use more effective advertising, marketing or cross-selling strategies to acquire and retain more customers, capture a greater share of spending and borrowings, attain and develop more attractive co-brand card programs and maintain greater merchant acceptance than we have. We may not be able to compete effectively against these threats or respond or adapt to changes in consumer spending habits as effectively as our competitors.

In such a competitive environment, we may lose entire accounts or may lose account balances to competing firms, or we may find it more costly to maintain our existing customer base. Customer attrition from any or all of our lending products, together with any lowering of interest rates or fees that we might implement to retain customers, could reduce our revenues and therefore our earnings. Similarly, unexpected customer attrition from our deposit products, in addition to an increase in rates or services that we may offer to retain deposits, may increase our expenses and therefore reduce our earnings.

***Our business, financial condition and results of operations may be adversely affected by merchants' efforts to reduce the fees charged by credit and debit card networks to facilitate card transactions, and by legislation and regulation impacting such fees.***

Interchange fees are the amounts established by credit and debit card networks for the purpose of compensating debit and credit card issuers for their role in facilitating card transactions and are a meaningful source of revenue for our credit and debit card businesses. Interchange fees are a revenue source that, for example, covers the issuer's costs associated with credit and debit card payments, fund rewards programs, offset fraud, management and dispute costs and fund competition and innovation. Interchange fees continue to be the subject of significant and intense global legal, legislative and regulatory focus, and the resulting decisions, legislation and regulation may have a material adverse impact on our overall business, financial condition and results of operations.

Legislative and regulatory bodies in a number of countries have sought, or are currently seeking, to reduce interchange fees through legislation, competition-related regulatory proceedings, voluntary agreements, central bank regulation and/or litigation. For credit transactions, interchange reimbursement rates in the United States are set by credit card networks such as MasterCard and Visa.

In some jurisdictions, such as Canada and certain countries in Europe, including the U.K., interchange fees and related practices are subject to regulatory activity, including in some cases, imposing caps on permissible interchange fees. Our international card businesses have been impacted by these restrictions. For example, in the U.K., interchange fees are capped for both credit and debit card transactions. In addition, in Canada, Visa and MasterCard payment networks have entered into voluntary

agreements with the Department of Finance Canada to maintain an agreed upon average interchange rate. Lowering interchange fees remains an area of domestic and international governmental attention by certain parties.

In addition to this regulatory activity, merchants are also seeking avenues to reduce interchange fees. Merchants and their trade groups have filed numerous lawsuits against payment card networks and banks that issue cards on those networks, claiming that their practices toward merchants, including interchange fees, violate federal antitrust laws. In 2005, a number of entities filed antitrust lawsuits against MasterCard and Visa and several member banks, including our subsidiaries and us, alleging among other things, that the defendants conspired to fix the level of interchange fees. For additional information about the lawsuits, see “Part II—Item 8. Financial Statements and Supplementary Data—Note 18—Commitments, Contingencies, Guarantees and Others” for further details.

Some major retailers or industry sectors could independently negotiate lower interchange fees with MasterCard and Visa, which could, in turn, result in lower interchange fees for us when our cardholders undertake purchase transactions with these retailers. Merchants continue to lobby Congress aggressively for legislation that would require additional routing requirements for credit cards that are issued on four-party networks, like Visa or MasterCard, which could create a downward pressure on interchange fees should their efforts be successful. Retailers may continue to bring legal proceedings against us or other credit card and debit card issuers and networks in the future.

For debit transactions, Regulation II (Debit Card Interchange Fees and Routing) which was issued by the Federal Reserve in 2011, place limits on the interchange fees we may charge and requires additional routing requirements for debit cards issued on four-party networks, like Visa or Mastercard. On October 25, 2023, the Federal Reserve released a notice of proposed rulemaking to revise Regulation II to further reduce the interchange fee cap that debit card issuers covered by Regulation II can receive for debit card transactions. For more information on these rules, please see “Item 1. Business—Supervision and Regulation.”

Beyond pursuing litigation, legislation and regulation, merchants may also promote forms of payment with lower fees or seek to impose surcharges or discounts at the point of sale for use of credit or debit cards. New payment systems, particularly mobile-based payment technologies, could also gain widespread adoption and lead to issuer transaction fees or the displacement of credit or debit cards as a payment method.

The heightened focus by merchants and legislative and regulatory bodies on the fees charged by credit and debit card networks, and the ability of certain merchants to successfully negotiate discounts to interchange fees with MasterCard and Visa or develop alternative payment systems, could result in a loss of income. Any resulting loss in income to us could have a material adverse effect on our business, financial condition and results of operations.

***If we are not able to invest successfully in and introduce digital and other technological developments across all our businesses, our financial performance may suffer.***

Our industry is subject to rapid and significant technological changes and our ability to meet our customers’ needs and expectations is key to our ability to grow revenue and earnings. We expect digital technologies to continue to have a significant impact on banking over time. Consumers expect robust digital experiences from their financial services providers. The ability for customers to access their accounts and conduct financial transactions using digital technology, including mobile applications, is an important aspect of the financial services industry and financial institutions are rapidly introducing new digital and other technology-driven products and services that aim to offer a better customer experience and to reduce costs. We continue to invest in digital technology designed to attract new customers, facilitate the ability of existing customers to conduct financial transactions and enhance the customer experience related to our products and services.

Our continued success depends, in part, upon our ability to assess and address the needs of our customers by using digital technology to provide products and services that meet their expectations. The development and launch of new digital products and services depends in large part on our ability to invest in and build the technology platforms that can enable them, in a cost effective and timely manner. We expect that new technologies in the payments industry will continue to emerge, and these new technologies may be superior to our existing technology. See “*We face intense competition in all of our markets*” and “*We face risks related to our operational, technological and organizational infrastructure.*”

Some of our competitors are substantially larger than we are, which may allow those competitors to invest more money into their technology infrastructure and digital innovation than we do. In addition, smaller competitors may experience lower cost structures and different regulatory requirements and scrutiny than we do, which may allow them to innovate more rapidly than we can. See “*We face intense competition in all of our markets.*” Further, our success depends on our ability to attract and retain

strong digital and technology leaders, engineers and other specialized personnel. The competition is intense and the compensation costs continue to increase for such talent. If we are unable to attract and retain digital and technology talent, our ability to offer digital products and services and build the necessary technology infrastructure could be negatively affected, which could negatively impact our business and financial results. A failure to maintain or enhance our competitive position with respect to digital products and services, whether because we fail to anticipate customer expectations or because our technological developments fail to perform as desired or are not implemented in a timely or successful manner, could negatively impact our business and financial results.

***We may fail to realize the anticipated benefits of our mergers, acquisitions and strategic partnerships.***

We engage in merger and acquisition activity and enter into strategic partnerships from time to time. We continue to evaluate and anticipate engaging in, among other merger and acquisition activity, additional strategic partnerships and selected acquisitions of financial institutions and other businesses or assets, including credit card and other loan portfolios. We may not be able to identify and secure future acquisition targets on terms and conditions that are acceptable to us, or successfully complete and integrate the businesses within the anticipated time frame and achieve the anticipated benefits of proposed mergers, acquisitions and strategic partnerships, which could impair our growth.

Any merger, acquisition or strategic partnership we undertake entails certain risks, which may materially and adversely affect our results of operations. If we experience greater than anticipated costs to integrate acquired businesses into our existing operations, or are not able to achieve the anticipated benefits of any merger, acquisition or strategic partnership, including cost savings and other synergies, our business could be negatively affected. In addition, it is possible that the ongoing integration processes could result in the loss of key employees, errors or delays in systems implementation, exposure to cybersecurity risks associated with acquired businesses, exposure to additional regulatory oversight, the disruption of our ongoing businesses or inconsistencies in standards, controls, procedures and policies that adversely affect our ability to maintain relationships with partners, clients, customers, depositors and employees or to achieve the anticipated benefits of any merger, acquisition or strategic partnership. Integration efforts also may divert management attention and resources. These integration matters may have an adverse effect on us during any transition period.

See additional risk factors under the heading "Risks Relating to the Acquisition of Discover."

In addition, we may face the following risks in connection with any merger, acquisition or strategic partnership:

- ***New Businesses and Geographic or Other Markets:*** Our merger, acquisition or strategic partnership activity may involve our entry into new businesses or new geographic areas or markets in the U.S. or internationally, that present risks resulting from our relative inexperience in these new businesses, localities or markets. These new businesses, localities or markets may change the overall character of our consolidated portfolio of businesses and alter our exposure to economic and other external factors. We also face the risk that we will not be successful in these new businesses, localities or markets.
- ***Identification and Assessment of Merger and Acquisition Targets and Deployment of Acquired Assets:*** We may not be able to identify, acquire or partner with suitable targets. Further, our ability to achieve the anticipated benefits of any merger, acquisition or strategic partnership will depend on our ability to assess the asset quality, risks and value of the particular assets or institutions we partner with, merge with or acquire. We may be unable to profitably deploy any assets we acquire.
- ***Accuracy of Assumptions:*** In connection with any merger, acquisition or strategic partnership, we may make certain assumptions relating to the proposed merger, acquisition or strategic partnership that may be, or may prove to be, inaccurate, including as a result of the failure to anticipate the costs, timeline or ability to realize the expected benefits of any merger, acquisition or strategic partnership. The inaccuracy of any assumptions we may make could result in unanticipated consequences that could have a material adverse effect on our results of operations or financial condition.
- ***Target-specific Risk:*** Assets and companies that we acquire, or companies that we enter into strategic partnerships with, will have their own risks that are specific to a particular asset or company. These risks include, but are not limited to, particular or specific regulatory, accounting, operational, reputational and industry risks, any of which could have a material adverse effect on our results of operations or financial condition. For example, we may face challenges associated with integrating other companies due to differences in corporate culture, compliance systems or standards of



conduct. Indemnification rights, if any, may be insufficient to compensate us for any losses or damages resulting from such risks. In addition to regulatory approvals discussed below, certain of our merger, acquisition or partnership activity may require third-party consents in order for us to fully realize the anticipated benefits of any such transaction.

- **Conditions to Regulatory Approval:** We may be required to obtain various governmental and regulatory approvals to consummate certain acquisitions. We cannot be certain whether, when or on what terms and conditions, such approvals may be granted. Consequently, we may not obtain governmental or regulatory approval for a proposed acquisition on acceptable terms or at all, in which case we would not be able to complete the acquisition despite investing resources in pursuing it.

***Reputational risk and social factors may impact our results and damage our brand.***

Our ability to attract and retain customers is highly dependent upon the perceptions of consumer and commercial borrowers and deposit holders and other external perceptions of our products, services, trustworthiness, business practices, workplace culture, compliance practices or our financial health. Capital One's brand is one of our most important assets. Maintaining and enhancing our brand depends largely on our ability to continue to provide high-quality products and services. Adverse perceptions regarding our reputation in the consumer, commercial, and funding markets could lead to difficulties in generating, maintaining and financing accounts. In particular, negative public perceptions regarding our reputation, including negative perceptions regarding our ability to maintain the security of our technology systems and protect customer data, could lead to decreases in the levels of deposits that current and potential consumer and commercial customers choose to maintain with us. Negative perceptions may also significantly increase the costs of attracting and retaining customers. In addition, negative perceptions regarding certain industries, partners or clients could also prompt us to cease business activities associated with those entities in order to manage reputational risk.

Negative public opinion or damage to our brand could also result from actual or alleged conduct in any number of activities or circumstances, including lending practices, regulatory compliance, cyber-attacks or other security incidents, corporate governance and sales and marketing, and from actions taken by regulators or other persons in response to such conduct. Such conduct could fall short of our customers' and the public's heightened expectations of companies of our size with rigorous privacy, data protection, data security and compliance practices, and could further harm our reputation. In addition, our co-brand and private label credit card partners or other third parties with whom we have important relationships may take actions over which we have limited control that could negatively impact perceptions about us or the financial services industry. The proliferation of social media may increase the likelihood that negative public opinion from any of the actual or alleged events discussed above could impact our reputation and business.

In addition, a variety of economic or social factors may cause changes in borrowing activity, including credit card use, payment patterns and the rate of defaults by account holders and borrowers domestically and internationally. These economic and social factors include changes in consumer confidence levels, the public's perception regarding the banking industry and consumer debt, including credit card use, and changing attitudes about the stigma of bankruptcy. If consumers develop or maintain negative attitudes about incurring debt, or consumption trends decline or if we fail to maintain and enhance our brand, or we incur significant expenses to do so, our reputation and business and financial results could be materially and negatively affected.

There has also been an increased focus by investor advocacy groups, investment funds and shareholder activists, among others, on topics related to environmental, social and corporate governance policies, and our policies, practices and disclosure in these areas, including those related to climate change. Reputation risk related to corporate policies and practices on environmental, social and corporate governance topics is increasingly complex. Divergent ideological and social views may create competing stakeholder, legislative, and regulatory scrutiny that may impact our reputation. Furthermore, responding to environmental, social and corporate governance considerations and implementing our related goals and initiatives involve risk and uncertainties, require investments and depend in part on third-party performance or data that is outside of our control. There can be no assurance that we will achieve these goals and initiatives or that any such achievements will have the desired results. Our failure to achieve progress in these areas on a timely basis, if at all, could impact our reputation and public perceptions of our business.

***If we are not able to protect our intellectual property, our revenue and profitability could be negatively affected.***

We rely on a variety of measures to protect and enhance our intellectual property, including copyrights, trademarks, trade secrets, patents and certain restrictions on disclosure, solicitation and competition. We also undertake other measures to control access to and distribution of our other proprietary and confidential information. These measures may not prevent

misappropriation of our proprietary or confidential information or infringement, misappropriation or other violations of our intellectual property rights and a resulting loss of competitive advantage. In addition, our competitors or other third parties may obtain patents for innovations that are used in our industry or allege that our systems, processes or technologies infringe, misappropriate or violate their intellectual property rights. Given the complex, rapidly changing and competitive technological and business environments in which we operate, if our competitors or other third parties are successful in obtaining such patents or prevail in intellectual property-related litigation against us, we could lose significant revenues, incur significant license, royalty, technology development or other expenses, or pay significant damages.

***Our risk management strategies may not be fully effective in mitigating our risk exposures in all market environments or against all types of risk.***

Management of market, credit, liquidity, strategic, reputational, operational and compliance risk requires, among other things, policies and procedures to properly record and verify a large number of transactions and events. See “Part II—Item 7. MD&A—Risk Management” for further details. Our Framework is designed to identify, measure, assess, monitor, test, control, report, escalate, and mitigate the risks that we face. Even though we continue to devote significant resources to developing and operating our Framework, our risk management strategies may not be fully effective in identifying and mitigating our risk exposure in all market environments or against all types of risk, including risks that are unidentified or unanticipated.

Some of our methods of managing these risks are based upon our use of observed historical market behavior, the use of analytical and/or forecasting models and management’s judgment. These methods may not accurately predict future exposures, which could be significantly greater than the historical measures or models indicate and market conditions, particularly during a period of financial market stress, can involve unprecedented dislocations. For example, credit risk is inherent in the financial services business and results from, among other things, extending credit to customers. Our ability to assess the creditworthiness of our customers may be impaired if the models and approaches we use to select, manage and underwrite our consumer and commercial customers become less predictive of future charge-offs due, for example, to rapid changes in the economy, or degradation in the predictive nature of credit bureau and other data used in underwriting.

While we employ a broad and diversified set of risk monitoring and risk mitigation techniques, those techniques and the judgments that accompany their application cannot anticipate every economic and financial outcome or the timing of such outcomes. For example, our ability to implement our risk management strategies may be hindered by adverse changes in the volatility or liquidity conditions in certain markets and as a result, may limit our ability to distribute such risks (for instance, when we seek to syndicate exposure in bridge financing transactions we have underwritten). We may, therefore, incur losses in the course of our risk management or investing activities.

***Our business could be negatively affected if we are unable to attract, develop, retain and motivate key senior leaders and skilled employees.***

Our success depends, in large part, on our ability to retain key senior leaders and to attract, develop and retain skilled employees, particularly employees with advanced expertise in credit, risk, digital and technology skills. We depend on our senior leaders and skilled employees to oversee simultaneous, transformative initiatives across the enterprise and execute on our business plans in an efficient and effective manner. Competition for such senior leaders and employees, and the costs associated with attracting, developing and retaining them, is high and competitive. While we engage in robust succession planning, our key senior leaders have deep and broad industry experience and could be difficult to replace without some degree of disruption.

Our ability to attract, develop and retain qualified employees also is affected by perceptions of our culture and management, including our position on remote and hybrid work arrangements, our profile in the regions where we have offices and the professional opportunities we offer. In addition, an increase in remote working arrangements by other companies may create more job opportunities for employees and make it more difficult for us to attract and retain key talent.

Regulation or regulatory guidance restricting executive compensation, as well as evolving investor expectations, may limit the types of compensation arrangements that we may enter into with our most senior leaders and could have a negative impact on our ability to attract, retain and motivate such leaders in support of our long-term strategy. These laws and regulations may not apply in the same manner to all financial institutions and technology companies, which therefore may subject us to more restrictions than other institutions and companies with which we compete for talent and may also hinder our ability to compete for talent with other industries. We rely upon our senior leaders not only for business success, but also to lead with integrity. To the extent our senior leaders behave in a manner that does not comport with our values, the consequences to our brand and reputation could be severe and could adversely affect our financial condition and results of operations. If we are unable to attract, develop and retain talented senior leadership and employees, or to implement appropriate succession plans for our senior leadership, our business could be negatively affected.

***We face risks from catastrophic events.***

Natural disasters, geopolitical events and other catastrophic events could harm our employees, business and infrastructure, including our information technology systems and third-party platforms. Our ability to conduct business may be adversely affected by a disruption in the infrastructure that supports our business and the communities where we are located, which are concentrated in the Northern Virginia and New York metropolitan areas, Richmond, Virginia and Plano, Texas. This may include a disruption involving damage or loss of access to a physical site, cyber-attacks and other security incidents, terrorist activities, the occurrence or worsening of disease outbreaks or pandemics, natural disasters, extreme weather events, electrical outage, environmental hazards, disruption to technological infrastructure, communications or other services we use, our employees or third parties with whom we conduct business. Our business, financial condition and results of operations may be impacted by any such disruption and our ability to implement corresponding response measures quickly. In addition, if a natural disaster or other catastrophic event occurs in certain regions where our business, customers or assets securing our loans are concentrated, such as the mid-Atlantic, New York, California or Texas metropolitan areas, or in regions where our third-party platforms are located, we could be disproportionately impacted as compared to our competitors. The impact of such events and other catastrophes on the overall economy and our physical and transition risks may also adversely affect our financial condition and results of operations.

***Climate change manifesting as physical or transition risks could adversely affect our businesses, operations and customers and result in increased costs.***

Climate change risks can manifest as physical or transition risks.

Physical risks are the risks from the effects of climate change arising from acute, climate-related events, such as, hurricanes, flooding and wildfires, and chronic shifts in climate, such as sea level rise and higher average temperatures. Such events could lead to financial losses or disrupt our operations or those of our customers or third parties on which we rely, including through direct damage to assets and indirect impacts from supply chain disruption and market volatility.

Transition risks are the risks resulting from the shift toward a lower-carbon economy arising from the changes in policy, consumer and business sentiment or technologies in regards to limiting climate change. Transition risks, including changes in consumer preferences and additional regulatory requirements or taxes, could increase our expenses, affect credit performance, and impact our strategies or those of our customers. For example, on October 24, 2023, the Federal Banking Agencies jointly issued guidance on climate-related financial risk management for large institutions, which applies to us. For more information on climate-related regulatory developments, see “Item 1. Business—Supervision and Regulation.”

Physical and transition risks could also affect the financial health of certain customers in impacted industries or geographies. In addition, we face reputational risk as a result of our policies, practices, disclosures and decisions related to climate change and the environment, or the practices or involvement of our clients or vendors and suppliers, in certain industries or projects associated with causing or exacerbating climate change. Further, there is increased scrutiny of climate change-related policies, goals and disclosures, which could result in litigation and regulatory investigations and actions. We may incur additional costs and require additional resources as we evolve our strategy, practices and related disclosures with respect to these matters.

As climate risk is interconnected with many risk types, we continue to enhance processes to embed evolving climate risk considerations into our existing risk management strategies; however, because the timing and severity of climate change may not be predictable, our risk management strategies may not be effective in mitigating climate risk exposure.

***We face risks from the use of or changes to assumptions or estimates in our financial statements.***

Pursuant to generally accepted accounting principles in the U.S. (“U.S. GAAP”), we are required to use certain assumptions and estimates in preparing our financial statements, including determining our allowance for credit losses, the fair value of certain assets and liabilities, and goodwill impairment, among other items. In addition, the FASB, the SEC and other regulatory bodies may change the financial accounting and reporting standards, including those related to assumptions and estimates we use to prepare our financial statements, in ways that we cannot predict and that could impact our financial statements. If actual results differ from the assumptions or estimates underlying our financial statements or if financial accounting and reporting standards are changed, we may experience unexpected material losses. For a discussion of our use of estimates in the preparation of our consolidated financial statements, see “Part II—Item 7. MD&A—Critical Accounting Policies and Estimates” and “Part II—Item 8. Financial Statements and Supplementary Data—Note 1—Summary of Significant Accounting Policies.”

***The soundness of other financial institutions and other third parties, actual or perceived, could adversely affect us.***

Our ability to engage in routine funding and other transactions could be adversely affected by the stability and actions of other financial services institutions. Financial services institutions are interrelated as a result of trading, clearing, servicing, counterparty and other relationships. We have exposure to financial institutions, intermediaries and counterparties that are exposed to risks over which we have little or no control.

Recently, several financial services institutions have failed or required outside liquidity support, in many cases, as a result of the inability of the institutions to obtain needed liquidity. For example, during 2023, Silicon Valley Bank, Signature Bank and First Republic Bank were closed and placed under FDIC receivership. This has led to additional risk for other financial services institutions and the financial services industry generally as a result of increased lack of confidence in the financial sector. The failure of other banks and financial institutions and the measures taken by governments, businesses and other organizations in response to these events could adversely impact our business, financial condition and results of operations. For information on the FDIC's special assessment following the closures of Silicon Valley Bank and Signature Bank, see "Item 1. Business—Supervision and Regulation."

In addition, we routinely execute transactions with counterparties in the financial services industry, including brokers and dealers, commercial banks, investment banks, mutual and hedge funds and other institutional clients, resulting in a significant credit concentration with respect to the financial services industry overall. As a result, defaults by, or even rumors or questions about, one or more financial services institutions, or the financial services industry generally, have led to market-wide liquidity problems and could lead to losses or defaults by us or by other institutions.

Likewise, adverse developments affecting the overall strength and soundness of our competitors, the financial services industry as a whole and the general economic climate and the U.S. Treasury market could have a negative impact on perceptions about the strength and soundness of our business even if we are not subject to the same adverse developments. In addition, adverse developments with respect to third parties with whom we have important relationships also could negatively impact perceptions about us. These perceptions about us could cause our business to be negatively affected and exacerbate the other risks that we face. Moreover, the speed with which information spreads through social media, enhanced technology and other news sources on the Internet and the ease with which customers transact may amplify the onset and negative effects from such perceptions.

#### **Item 1B. Unresolved Staff Comments**

None.

#### **Item 1C. Cybersecurity**

##### **Risk Management and Strategy**

As a financial services company entrusted with the safeguarding of sensitive information, including sensitive personal information, we believe that a strong enterprise cybersecurity program is a vital component of effectively managing risks related to the confidentiality, integrity and availability of our data. While no organization can eliminate cybersecurity and information technology risk entirely, we devote significant resources to a cybersecurity program designed to mitigate such risks.

We manage cybersecurity and technology risk at the enterprise level according to our Framework, as described in more detail under "Part II—Item 7. MD&A—Risk Management" in this Report, which uses a three lines of defense model. Our cybersecurity risks are managed programmatically under the "operational risk" category of our Framework. Through this Framework, we establish practices for assessing our risk posture and executing key controls for cybersecurity and technology risk, data management, and oversight of third parties with which we do business.

These operational risks are managed within a governance structure that consists of defined roles and responsibilities, formal governance bodies, and processes, policies and standards.

Our policies and procedures define an overall, enterprise-wide approach for managing information security and technology risk. They establish the following process to identify, assess and manage such risks across our three lines of defense:

1. **Identification:** We evaluate the activities of our lines of business on a regular basis to identify potential technology risk, including cybersecurity threats and vulnerabilities. This process takes into account the changing business environment, the technology and cyber threat landscape, and the objectives of the line of business being assessed.

2. **Assessment, Measurement and Response:** Management assesses identified risks to estimate such risk's potential severity and the likelihood of occurrence. Once a risk is identified and measured, management determines the appropriate response, including determining whether to accept the risk in accordance with our established risk appetite, or alternatively to implement new controls, enhance existing controls, and/or develop additional mitigation strategies to reduce the impact of the risk.
3. **Monitoring and Testing:** Management is required to evaluate the effectiveness of risk management practices and controls through monitoring of key risk indicator metrics, testing and other activities. Identified issues are remediated, addressed via mitigation plans, or escalated, in line with our risk appetite.
4. **Aggregation, Reporting and Escalation:** Management collects and aggregates risks across the Company in order to support strategic decision-making and to measure overall risk performance against risk appetite metrics. Management also establishes processes designed to escalate, report, and address risks and deficiencies within different business lines, according to the requirements of our policies. For additional information regarding the escalation of these risks to the Board of Directors, see "Governance" below.

Our policies and procedures collectively help execute a risk management approach that accounts for cybersecurity threats specifically targeting us, as well as those that may arise from our engagement with business partners, customers, service providers and other third parties. For example, we have processes designed to oversee and identify material risks from cybersecurity threats associated with our use of third-party service providers. The procedures, capabilities and processes established under our policies are subject to regular review by the Chief Information Security Officer ("CISO") and Chief Technology Risk Officer ("CTRO"). See "Governance" below for more information.

As part of our cybersecurity program, we employ a range of security mechanisms and controls throughout our technology environment, which include the use of tools and techniques to search for cybersecurity threats and vulnerabilities, as well as processes designed to address such threats and vulnerabilities. We also engage a number of external service providers with additional knowledge and capabilities in cybersecurity threat intelligence, detection, and response. In addition, a range of cyber educational initiatives are employed to promote best practices for protecting our information and data, and reporting cyber threats and other risks to corporate systems, data, and facilities.

We also maintain an Enterprise Cyber Response Plan ("ECRP") for handling potential or actual cybersecurity events that could impact us and our personnel, data, systems and customers. The ECRP defines the roles and responsibilities of various teams, individuals, and stakeholders in performing this enterprise response, guides decision making for escalation and other actions, and helps to plan follow-on actions designed to reduce the likelihood of similar events' recurrence in the future.

We do not believe that risks from cybersecurity threats, including as a result of any previous cybersecurity incidents, such as the 2019 Cybersecurity Incident, have materially affected our overall business strategy, results of operations, or financial condition. For further discussion of cybersecurity, and related risks for our business, see "Item 1A. Risk Factors" under the headings "*We face risks related to our operational, technological and organizational infrastructure,*" and "*A cyber-attack or other security incident on us or third parties (including their supply chains) with which we conduct business, including an incident that results in the theft, loss, manipulation or misuse of information (including personal information), or the disabling of systems and access to information critical to business operations, may result in increased costs, reductions in revenue, reputational damage, legal exposure and business disruptions.*"

#### **Governance**

The Board of Directors is responsible for providing oversight of our Framework. The Risk Committee of the Board of Directors ("Risk Committee") assists the full Board of Directors in discharging these responsibilities.

The Risk Committee is responsible for overseeing our Framework, including cybersecurity and technology risk. The Risk Committee regularly receives reports from management on our cybersecurity and technology risk profile, and key enterprise cybersecurity initiatives, and on any identified significant threats or incidents, or new risk developments.

The Risk Committee coordinates with the full Board of Directors regarding the strategic implications of cybersecurity and technology risks.

At least annually, the Board of Directors, either directly or through the Risk Committee, reviews our technology strategy with the CIO; reviews our information security program with the CISO and the CTRO; and approves our information security policy

and program. In addition, the Risk Committee and the Board of Directors participate in periodic cybersecurity education sessions.

We assess and manage risk at the enterprise level according to our Framework using a three lines of defense model.

For information security and technology risks, our first line of defense includes the following:

- **Chief Information Security Officer:** The CISO establishes and manages the enterprise-wide information security program.
- **Chief Information Officer:** The CIO oversees the establishment of appropriate governance, processes, and accountabilities within each business area to comply with our internal policies.

Our second line of defense includes the following:

- **Chief Technology Risk Officer:** The CTRO provides independent oversight of our information security and technology risk programs and challenge of first line risk management and risk-taking activities pertaining to information security and technology risk.
- **The Executive Risk Committee:** This committee provides a forum for our top management to have integrated discussions of risk management across the enterprise, including cybersecurity and technology risk, with the purpose of ensuring prioritization and awareness, encouraging alignment, and coordinating risk management activities among key executives. Primary responsibility for specialized risk categories, such as cybersecurity and technology, can also be delegated to other senior management sub-committees, as appropriate.

Our third line of defense is comprised of:

- **Internal Audit:** Our internal audit team provides independent and objective assurance to senior management and to the Board of Directors that our information security and technology risk management processes are designed and working as intended.

In order to be appointed to one of the roles described above, we require the individuals to possess significant relevant experience and expertise in information security, technology, risk management or audit, as demonstrated by a combination of prior employment, possession of relevant industry certifications or related degrees, and other competencies and qualifications.

## Item 2. Properties

Our corporate and banking real estate portfolio consists of approximately 11.1 million square feet of owned or leased office and retail space, which is used to support our business. Of this overall portfolio, approximately 9.2 million square feet of space is dedicated for various corporate office uses and approximately 1.9 million square feet of space is for bank branches and cafés.

Our 9.2 million square feet of corporate office space consists of approximately 6.0 million square feet of owned space and 3.2 million square feet of leased space. We maintain corporate office space primarily in Virginia, New York and Texas including our headquarters located in McLean, Virginia.

Our 1.9 million square feet for bank branches and cafés is located primarily across New York, Louisiana, Texas, Maryland, Virginia and New Jersey and consists of approximately 1.2 million square feet of leased space and 0.7 million square feet of owned space. See “Part II—Item 8. Financial Statements and Supplementary Data—Note 7—Premises, Equipment and Leases” for information about our premises.

## Item 3. Legal Proceedings

The information required by Item 103 of Regulation S-K is included in “Part II—Item 8. Financial Statements and Supplementary Data—Note 18—Commitments, Contingencies, Guarantees and Others.”

## Item 4. Mine Safety Disclosures

Not applicable.

**PART II**

**Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities**

**Market Information**

Our common stock is listed on the NYSE and is traded under the symbol "COF." As of January 31, 2024, there were 8,575 holders of record of our common stock.

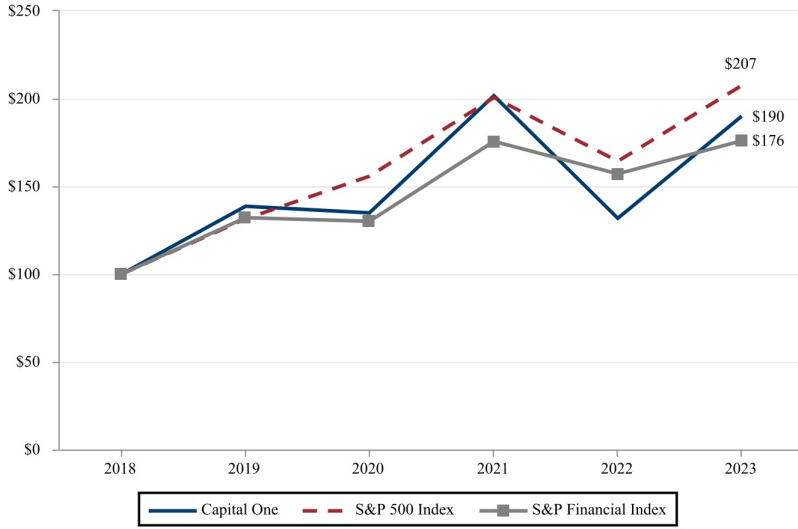
**Securities Authorized for Issuance Under Equity Compensation Plans**

Information relating to compensation plans under which our equity securities are authorized for issuance is presented in this Report under "Part III—Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters."

**Common Stock Performance Graph**

The following graph shows the cumulative total stockholder return on our common stock compared to an overall stock market index, the S&P Composite 500 Stock Index (“S&P 500 Index”), and a published industry index, the S&P Financial Composite Index (“S&P Financial Index”), over the five-year period commencing December 31, 2018 and ended December 31, 2023. The stock performance graph assumes that \$100 was invested in our common stock and each index and that all dividends were reinvested. The stock price performance on the graph below is not necessarily indicative of future performance.

**Comparison of 5-Year Cumulative Total Return  
(Capital One, S&P 500 Index and S&P Financial Index)**



	December 31,					
	2018	2019	2020	2021	2022	2023
Capital One	\$ 100.00	\$ 138.63	\$ 134.92	\$ 201.40	\$ 131.63	\$ 189.96
S&P 500 Index	100.00	131.49	155.68	200.37	164.08	207.21
S&P Financial Index	100.00	132.13	129.89	175.40	156.92	175.99



**Recent Sales of Unregistered Securities**

We did not have any sales of unregistered equity securities in 2023.

**Issuer Purchases of Equity Securities**

The following table presents information related to repurchases of shares of our common stock for each calendar month in the fourth quarter of 2023. Commission costs are excluded from the amounts presented below.

	Total Number of Shares Purchased <sup>(1)</sup>	Average Price per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans <sup>(1)</sup>	Maximum Amount That May Yet be Purchased Under the Plan or Program <sup>(1)</sup> <i>(in millions)</i>
October	591,592	\$ 93.91	591,592	\$ 4,681
November	523,521	104.21	450,978	4,633
December	392,398	120.37	392,398	4,586
Total	<u>1,507,511</u>	104.38	<u>1,434,968</u>	

<sup>(1)</sup> In April 2022, our Board of Directors authorized the repurchase of up to \$5.0 billion of shares of our common stock. There were 72,543 shares withheld in November to cover taxes on restricted stock awards whose restrictions lapsed. See "Item 7. MD&A—Capital Management—Dividend Policy and Stock Purchases" for more information.

**Item 6. [Reserved]**

**Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”)**

---

*This discussion contains forward-looking statements that are based upon management’s current expectations and are subject to significant uncertainties and changes in circumstances. Please review “Part I—Item 1. Business—Forward-Looking Statements” for more information on the forward-looking statements in this Report. All statements that address operating performance, events or developments that we expect or anticipate will occur in the future are forward-looking statements. Our actual results may differ materially from those included in these forward-looking statements due to a variety of factors including, but not limited to, those described in “Part I—Item 1.A. Risk Factors” in this Report. Unless otherwise specified, references to notes to our consolidated financial statements refer to the notes to our consolidated financial statements as of December 31, 2023 included in this Report.*

---

Management monitors a variety of key indicators to evaluate our business results and financial condition. The following MD&A is intended to provide the reader with an understanding of our results of operations and financial condition, including capital and liquidity management, by focusing on changes from year to year in certain key measures used by management to evaluate performance, such as profitability, growth and credit quality metrics. MD&A is provided as a supplement to, and should be read in conjunction with, our audited consolidated financial statements as of and for the year ended December 31, 2023 and accompanying notes. MD&A is organized in the following sections:

- Selected Financial Data
- Executive Summary
- Consolidated Results of Operations
- Consolidated Balance Sheets Analysis
- Off-Balance Sheet Arrangements
- Business Segment Financial Performance
- Critical Accounting Policies and Estimates
- Accounting Changes and Developments
- Capital Management
- Risk Management
- Credit Risk Profile
- Liquidity Risk Profile
- Market Risk Profile
- Supplemental Tables
- Glossary and Acronyms

**SELECTED FINANCIAL DATA**

The following table presents selected consolidated financial data and performance metrics for the three-year period ended December 31, 2023, 2022 and 2021. We also provide selected key metrics we use in evaluating our performance, including certain metrics that are computed using non-GAAP measures. We consider these metrics to be key financial measures that management uses in assessing our operating performance, capital adequacy and the level of returns generated. We believe these non-GAAP metrics provide useful insight to investors and users of our financial information as they provide an alternate measurement of our performance and assist in assessing our capital adequacy and the level of return generated. These non-GAAP measures should not be viewed as a substitute for reported results determined in accordance with U.S. GAAP, nor are they necessarily comparable to non-GAAP measures that may be presented by other companies.

**Three-Year Summary of Selected Financial Data**
*(Dollars in millions, except per share data and as noted)*

	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
<b>Income statement</b>					
Interest income	\$ 41,938	\$ 31,237	\$ 25,769	34%	21%
Interest expense	12,697	4,123	1,598	**	158
Net interest income	\$ 29,241	\$ 27,114	\$ 24,171	8	12
Non-interest income	7,546	7,136	6,264	6	14
Total net revenue	36,787	34,250	30,435	7	13
Provision (benefit) for credit losses	10,426	5,847	(1,944)	78	**
Non-interest expense:					
Marketing	4,009	4,017	2,871	—	40
Operating expense	16,307	15,146	13,699	8	11
Total non-interest expense	20,316	19,163	16,570	6	16
Income from continuing operations before income taxes	6,045	9,240	15,809	(35)	(42)
Income tax provision	1,158	1,880	3,415	(38)	(45)
Income from continuing operations, net of tax	4,887	7,360	12,394	(34)	(41)
Income (loss) from discontinued operations, net of tax	—	—	(4)	—	**
<b>Net income</b>	<b>4,887</b>	<b>7,360</b>	<b>12,390</b>	<b>(34)</b>	<b>(41)</b>
Dividends and undistributed earnings allocated to participating securities	(77)	(88)	(105)	(13)	(16)
Preferred stock dividends	(228)	(228)	(274)	—	(17)
Issuance cost for redeemed preferred stock	—	—	(46)	—	**
<b>Net income available to common stockholders</b>	<b>\$ 4,582</b>	<b>\$ 7,044</b>	<b>\$ 11,965</b>	<b>(35)</b>	<b>(41)</b>
<b>Common share statistics</b>					
<b>Basic earnings per common share:</b>					
Net income from continuing operations	\$ 11.98	\$ 17.98	\$ 27.05	(33)%	(34)%
Income (loss) from discontinued operations	—	—	(0.01)	—	**
Net income per basic common share	\$ 11.98	\$ 17.98	\$ 27.04	(33)	(34)
<b>Diluted earnings per common share:</b>					
Net income from continuing operations	\$ 11.95	\$ 17.91	\$ 26.95	(33)%	(34)%
Income (loss) from discontinued operations	—	—	(0.01)	—	**
Net income per diluted common share	\$ 11.95	\$ 17.91	\$ 26.94	(33)	(34)
Common shares outstanding (period-end, in millions)	380.4	381.3	413.9	—	(8)
Dividends declared and paid per common share	\$ 2.40	\$ 2.40	\$ 2.60	—	(8)
Book value per common share (period-end)	152.71	137.90	147.46	11	(6)
Tangible book value per common share (period-end) <sup>(1)</sup>	99.78	86.11	99.74	16	(14)

(Dollars in millions, except per share data and as noted)

	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
Common dividend payout ratio <sup>(2)</sup>	20.03%	13.35%	9.62 %	7	4
Stock price per common share (period-end)	\$ 131.12	\$ 92.96	\$ 145.09	41	(36)
Total market capitalization (period-end)	49,877	35,447	60,047	41	(41)
<b>Balance sheet (average balances)</b>					
Loans held for investment	\$ 311,541	\$ 292,238	\$ 252,730	7%	16%
Interest-earning assets	441,238	406,646	389,336	9	4
Total assets	467,807	440,538	424,521	6	4
Interest-bearing deposits	313,737	277,208	271,500	13	2
Total deposits	343,554	313,551	306,397	10	2
Borrowings	49,332	51,006	38,590	(3)	32
Common equity	50,349	50,279	56,966	—	(12)
Total stockholders' equity	55,195	55,125	62,556	—	(12)
<b>Selected performance metrics</b>					
Purchase volume	\$ 620,290	\$ 587,283	\$ 527,605	6%	11%
Total net revenue margin <sup>(3)</sup>	8.34%	8.42 %	7.82%	(8)bps	60 bps
Net interest margin	6.63	6.67	6.21	(4)	46
Return on average assets <sup>(4)</sup>	1.04	1.67	2.92	(63)	(125)
Return on average tangible assets <sup>(5)</sup>	1.08	1.73	3.03	(65)	(130)
Return on average common equity <sup>(6)</sup>	9.10	14.01	21.01	(491)	(700)
Return on average tangible common equity <sup>(7)</sup>	13.04	19.91	28.39	(687)	(848)
Equity-to-assets ratio <sup>(8)</sup>	11.80	12.51	14.74	(71)	(223)
Efficiency ratio <sup>(9)</sup>	55.23	55.95	54.44	(72)	151
Operating efficiency ratio <sup>(10)</sup>	44.33	44.22	45.01	11	(79)
Adjusted operating efficiency ratio <sup>(11)</sup>	43.54	44.53	44.68	(99)	(15)
Effective income tax rate from continuing operations	19.2	20.3	21.6	(110)	(130)
Net charge-offs	\$ 8,414	\$ 3,973	\$ 2,234	112%	78%
Net charge-off rate	2.70 %	1.36 %	0.88%	134 bps	48 bps

(Dollars in millions, except as noted)

	December 31,			Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
<b>Balance sheet (period-end)</b>					
Loans held for investment	\$ 320,472	\$ 312,331	\$ 277,340	3%	13%
Interest-earning assets	449,701	427,248	397,341	5	8
Total assets	478,464	455,249	432,381	5	5
Interest-bearing deposits	320,389	300,789	272,937	7	10
Total deposits	348,413	332,992	310,980	5	7
Borrowings	49,856	48,715	43,086	2	13
Common equity	53,244	47,737	56,184	12	(15)
Total stockholders' equity	58,089	52,582	61,029	10	(14)
<b>Credit quality metrics</b>					
Allowance for credit losses	\$ 15,296	\$ 13,240	\$ 11,430	16%	16%
Allowance coverage ratio	4.77 %	4.24%	4.12%	53 bps	12 bps
30+ day performing delinquency rate	3.71	2.96	2.25	75	71
30+ day delinquency rate	3.99	3.21	2.41	78	80

*(Dollars in millions, except as noted)*

	December 31,			Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
<b>Capital ratios</b>					
Common equity Tier 1 capital <sup>(12)</sup>	12.9 %	12.5%	13.1%	40 bps	(60)bps
Tier 1 capital <sup>(12)</sup>	14.2	13.9	14.5	30	(60)
Total capital <sup>(12)</sup>	16.0	15.8	16.9	20	(110)
Tier 1 leverage <sup>(12)</sup>	11.2	11.1	11.6	10	(50)
Tangible common equity <sup>(13)</sup>	8.2	7.5	9.9	70	(240)
Supplementary leverage <sup>(12)</sup>	9.6	9.5	9.9	10	(40)
<b>Other</b>					
Employees (period end, in thousands)	52.0	56.0	50.8	(7)%	10%

<sup>(1)</sup> Tangible book value per common share is a non-GAAP measure calculated based on tangible common equity ("TCE") divided by common shares outstanding. See "Supplemental Tables—Table B—Reconciliation of Non-GAAP Measures" for additional information on non-GAAP measures.

<sup>(2)</sup> Common dividend payout ratio is calculated based on dividends per common share for the period divided by basic earnings per common share for the period.

<sup>(3)</sup> Total net revenue margin is calculated based on total net revenue for the period divided by average interest-earning assets for the period.

<sup>(4)</sup> Return on average assets is calculated based on income from continuing operations, net of tax, for the period divided by average total assets for the period.

<sup>(5)</sup> Return on average tangible assets is a non-GAAP measure calculated based on income from continuing operations, net of tax, for the period divided by average tangible assets for the period. See "Supplemental Tables—Table B—Reconciliation of Non-GAAP Measures" for additional information on non-GAAP measures.

<sup>(6)</sup> Return on average common equity is calculated based on net income (loss) available to common stockholders less income (loss) from discontinued operations, net of tax, for the period, divided by average common equity. Our calculation of return on average common equity may not be comparable to similarly-titled measures reported by other companies.

<sup>(7)</sup> Return on average tangible common equity is a non-GAAP measure calculated based on net income (loss) available to common stockholders less income (loss) from discontinued operations, net of tax, for the period, divided by average TCE. Our calculation of return on average TCE may not be comparable to similarly-titled measures reported by other companies. See "Supplemental Tables—Table B—Reconciliation of Non-GAAP Measures" for additional information on non-GAAP measures.

<sup>(8)</sup> Equity-to-assets ratio is calculated based on average stockholders' equity for the period divided by average total assets for the period.

<sup>(9)</sup> Efficiency ratio is calculated based on total non-interest expense for the period divided by total net revenue for the period.

<sup>(10)</sup> Operating efficiency ratio is calculated based on operating expense for the period divided by total net revenue for the period.

<sup>(11)</sup> Adjusted operating efficiency ratio is a non-GAAP measure. See "Supplemental Tables—Table B—Reconciliation of Non-GAAP Measures" for a reconciliation of our adjusted operating efficiency ratio (non-GAAP) to our operating efficiency ratio (GAAP).

<sup>(12)</sup> Capital ratios are calculated based on the Basel III standardized approach framework, see "Capital Management" for additional information.

<sup>(13)</sup> Tangible common equity ratio is a non-GAAP measure calculated based on TCE divided by tangible assets. See "Supplemental Tables—Table B—Reconciliation of Non-GAAP Measures" for the calculation of this measure and reconciliation to the comparative U.S. GAAP measure.

\*\* Not meaningful.

---

**EXECUTIVE SUMMARY**

---

**Financial Highlights**

On February 19, 2024, we entered into an agreement to acquire Discover in an all-stock transaction. Upon closing, each share of Discover common stock will be exchanged for 1.0192 shares of our common stock. The closing of the Transaction is subject to the satisfaction of customary closing conditions, including receipt of required regulatory approvals and approval by our stockholders and the stockholders of Discover. See the “Agreement to Acquire Discover” section in “Part I—Item 1. Business—Overview” for additional information.

We reported net income of \$4.9 billion (\$11.95 per diluted common share) on total net revenue of \$36.8 billion for 2023. In comparison, we reported net income of \$7.4 billion (\$17.91 per diluted common share) on total net revenue of \$34.3 billion for 2022 and net income of \$12.4 billion (\$26.94 per diluted common share) on total net revenue of \$30.4 billion for 2021.

Our CET1 capital ratio as calculated under the Basel III standardized approach was 12.9% and 12.5% as of December 31, 2023 and 2022, respectively. See “Capital Management” for additional information.

For the year ended December 31, 2023, we declared and paid common stock dividends of \$935 million and repurchased \$600 million of shares of our common stock. See “Capital Management—Dividend Policy and Stock Purchases” for additional information.

Below are additional highlights of our performance in 2023. These highlights are based on a comparison between the results of 2023 and 2022, except as otherwise noted. We provide a more detailed discussion of our financial performance in the sections following this “Executive Summary.”

Discussions of our performance for 2022 compared to 2021 can be found in “Part II—Item 7. MD&A” of our Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

**Total Company Performance****Earnings:**

Our net income decreased by \$2.5 billion to \$4.9 billion in 2023 compared to 2022 primarily driven by:

- Higher provision for credit losses primarily driven by growth and continued credit normalization in our domestic credit card loan portfolio.
- Higher non-interest expense primarily driven by increased salaries and associate benefits, the \$289 million FDIC special assessment related to certain regional bank failures and the absence of \$177 million insurance recoveries net of legal reserve activity received in 2022, partially offset by lower professional services.

These drivers were partially offset by:

- Higher net interest income primarily driven by higher average loan balances in our credit card loan portfolio and higher asset yields, partially offset by higher funding costs.

**Loans Held for Investment:**

- Period-end loans held for investment increased by \$8.1 billion to \$320.5 billion as of December 31, 2023 from December 31, 2022 primarily driven by growth in our credit card loan portfolio.
- Average loans held for investment increased by \$19.3 billion to \$311.5 billion in 2023 compared to 2022 primarily driven by growth in our credit card loan portfolio.

**Net Charge-Off and Delinquency Metrics:**

- Our net charge-off rate increased by 134 bps to 2.70% in 2023 compared to 2022 primarily driven by higher net charge-offs in our credit card loan portfolio.

- Our 30+ day delinquency rate increased by 78 bps to 3.99% as of December 31, 2023 from December 31, 2022 primarily driven by higher delinquency inventories in our credit card loan portfolio.
- *Allowance for Credit Losses*: Our allowance for credit losses increased by \$2.1 billion to \$15.3 billion and our allowance coverage ratio increased by 53 bps to 4.77% as of December 31, 2023 compared to December 31, 2022.

---

## CONSOLIDATED RESULTS OF OPERATIONS

---

The section below provides a comparative discussion of our consolidated financial performance for 2023 and 2022. We provide a discussion of our business segment results in the following section, “Business Segment Financial Performance.” This section should be read together with our “Executive Summary,” where we discuss trends and other factors that we expect will affect our future results of operations.

### Net Interest Income

Net interest income represents the difference between interest income, including certain fees, earned on our interest-earning assets and the interest expense incurred on our interest-bearing liabilities. Our interest-earning assets include loans, investment securities and other interest-earning assets, while our interest-bearing liabilities include interest-bearing deposits, securitized debt obligations, senior and subordinated notes, other borrowings and other interest-bearing liabilities. Generally, we include in interest income any past due fees, net of reversals, on loans that we deem collectible. Our net interest margin, based on our consolidated results, represents the difference between the yield on our interest-earning assets and the cost of our interest-bearing liabilities, including the notional impact of non-interest-bearing funding. We expect net interest income and our net interest margin to fluctuate based on changes in interest rates and changes in the amount and composition of our interest-earning assets and interest-bearing liabilities.

Table 1 below presents the average outstanding balance, interest income earned, interest expense incurred and average yield for 2023, 2022 and 2021 for each major category of our interest-earning assets and interest-bearing liabilities. Nonperforming loans are included in the average loan balances below.

**Table 1: Average Balances, Net Interest Income and Net Interest Margin**

	Year Ended December 31,								
	2023			2022			2021		
(Dollars in millions)	Average Balance	Interest Income/Expense	Average Yield/Rate <sup>(1)</sup>	Average Balance	Interest Income/Expense	Average Yield/Rate <sup>(1)</sup>	Average Balance	Interest Income/Expense	Average Yield/Rate <sup>(1)</sup>
<b>Assets:</b>									
Interest-earning assets:									
Loans: <sup>(2)</sup>									
Credit card	\$ 141,675	\$ 26,267	18.54 %	\$ 121,055	\$ 19,626	16.21 %	\$ 106,016	\$ 15,474	14.60 %
Consumer banking	77,514	6,041	7.79	80,511	5,782	7.18	73,874	5,804	7.86
Commercial banking <sup>(3)</sup>	92,984	6,363	6.84	92,273	3,702	4.01	77,438	2,119	2.74
Other <sup>(4)</sup>	—	(1,261)	**	—	(200)	**	—	866	**
Total loans, including loans held for sale	312,173	37,410	11.98	293,839	28,910	9.84	257,328	24,263	9.43
Investment securities	89,105	2,550	2.86	90,608	1,884	2.08	98,394	1,446	1.47
Cash equivalents and other interest-earning assets	39,960	1,978	4.95	22,199	443	2.00	33,614	60	0.18
Total interest-earning assets	441,238	41,938	9.50	406,646	31,237	7.68	389,336	25,769	6.62
Cash and due from banks	3,869			5,054			5,281		
Allowance for credit losses	(14,290)			(11,620)			(13,354)		
Premises and equipment, net	4,373			4,265			4,257		
Other assets	32,617			36,193			39,001		
Total assets	\$ 467,807			\$ 440,538			\$ 424,521		
<b>Liabilities and stockholders' equity:</b>									
Interest-bearing liabilities:									
Interest-bearing deposits	\$ 313,737	\$ 9,489	3.02 %	\$ 277,208	\$ 2,535	0.91 %	\$ 271,500	\$ 956	0.35 %
Securitized debt obligations	17,675	959	5.42	15,603	384	2.46	12,336	119	0.96
Senior and subordinated notes	31,109	2,204	7.08	29,286	1,074	3.67	25,530	488	1.91
Other borrowings and liabilities	2,394	45	1.89	7,800	130	1.67	2,261	35	1.57
Total interest-bearing liabilities	364,915	12,697	3.48	329,897	4,123	1.25	311,627	1,598	0.51
Non-interest-bearing deposits	29,817			36,343			34,897		
Other liabilities	17,880			19,173			15,441		
Total liabilities	412,612			385,413			361,965		
Stockholders' equity	55,195			55,125			62,556		
Total liabilities and stockholders' equity	\$ 467,807			\$ 440,538			\$ 424,521		
Net interest income/spread		\$ 29,241	6.03		\$ 27,114	6.43		\$ 24,171	6.11
Impact of non-interest-bearing funding			0.60			0.24			0.10
Net interest margin			6.63 %			6.67%			6.21 %

<sup>(1)</sup> Average yield is calculated based on interest income for the period divided by average loans during the period. Interest income does not include any allocations, such as funds transfer pricing. Average yield is calculated using whole dollar values for average balances and interest income/expense.

<sup>(2)</sup> Past due fees, net of reversals, included in interest income totaled approximately \$2.2 billion in 2023, \$1.9 billion in 2022 and \$1.4 billion in 2021.

<sup>(3)</sup> Some of our commercial investments generate tax-exempt income, tax credits or other tax benefits. Accordingly, we present our Commercial Banking revenue and yields on a taxable-equivalent basis, calculated using the federal statutory tax rate of 21% and state taxes where applicable, with offsetting reductions to the Other category. Taxable-equivalent adjustments included in the interest income and yield computations for our commercial loans totaled



approximately \$74 million in 2023, 2022 and 2021, with corresponding reductions to the Other category.

<sup>(4)</sup> Interest income/expense in the Other category represents the impact of hedge accounting on our loan portfolios and the offsetting reduction of the taxable-equivalent adjustments of our commercial loans as described above.

\*\* Not meaningful.

Net interest income increased by \$2.1 billion to \$29.2 billion in 2023 compared to 2022 primarily driven by higher average loan balances in our credit card loan portfolio and higher asset yields, partially offset by higher funding costs.

Net interest margin decreased by 4 bps to 6.63% in 2023 compared to 2022 primarily driven by higher rates paid on interest-bearing deposits, partially offset by higher asset yields and growth in our credit card loan portfolio.

Our cumulative deposit beta increased to 60% as of December 31, 2023, from 35% as of December 31, 2022 primarily driven by product mix shifts toward higher rate products, deposit pricing lags catching up to earlier increases in market interest rates and competition. We define cumulative deposit beta as the ratio of changes in the rate paid on our interest-bearing deposits to the increases in the upper limit of the federal funds rate during the current rising interest rate cycle.

Table 2 displays the change in our net interest income between periods and the extent to which the variance is attributable to:

- changes in the volume of our interest-earning assets and interest-bearing liabilities; or
- changes in the interest rates related to these assets and liabilities.

**Table 2: Rate/Volume Analysis of Net Interest Income<sup>(1)</sup>**

(Dollars in millions)	2023 vs. 2022			2022 vs. 2021		
	Total Variance	Volume	Rate	Total Variance	Volume	Rate
<b>Interest income:</b>						
Loans:						
Credit card	\$ 6,641	\$ 3,584	\$ 3,057	\$ 4,152	\$ 2,324	\$ 1,828
Consumer banking	259	(215)	474	(22)	477	(499)
Commercial banking <sup>(2)</sup>	2,661	29	2,632	1,583	454	1,129
Other <sup>(3)</sup>	(1,061)	—	(1,061)	(1,066)	—	(1,066)
Total loans, including loans held for sale	8,500	3,398	5,102	4,647	3,255	1,392
Investment securities	666	(31)	697	438	(115)	553
Cash equivalents and other interest-earning assets	1,535	476	1,059	383	(20)	403
Total interest income	10,701	3,843	6,858	5,468	3,120	2,348
<b>Interest expense:</b>						
Interest-bearing deposits	6,954	371	6,583	1,579	20	1,559
Securitized debt obligations	575	56	519	265	37	228
Senior and subordinated notes	1,130	71	1,059	586	80	506
Other borrowings and liabilities	(85)	(90)	5	95	92	3
Total interest expense	8,574	408	8,166	2,525	229	2,296
Net interest income	\$ 2,127	\$ 3,435	\$ (1,308)	\$ 2,943	\$ 2,891	\$ 52

<sup>(1)</sup> We calculate the change in interest income and interest expense separately for each item. The portion of interest income or interest expense attributable to both volume and rate is allocated proportionately when the calculation results in a positive value. When the portion of interest income or interest expense attributable to both volume and rate results in a negative value, the total amount is allocated to volume or rate, depending on which amount is positive.

<sup>(2)</sup> Some of our commercial investments generate tax-exempt income, tax credits or other tax benefits. Accordingly, we present our Commercial Banking revenue and yields on a taxable-equivalent basis, calculated using the federal statutory tax rate of 21% and state taxes where applicable, with offsetting reductions to the Other category.

<sup>(3)</sup> Interest income/expense in the Other category represents the impact of hedge accounting on our loan portfolios and the offsetting reduction of the taxable-equivalent adjustments of our commercial loans as described above.

**Non-Interest Income**

Table 3 displays the components of non-interest income for 2023, 2022 and 2021.

**Table 3: Non-Interest Income**

<i>(Dollars in millions)</i>	Year Ended December 31,		
	2023	2022	2021
Interchange fees, net	\$ 4,793	\$ 4,606	\$ 3,860
Service charges and other customer-related fees	1,667	1,625	1,578
Net securities gains (losses)	(34)	(9)	2
Other <sup>(1)(2)</sup>	1,120	914	824
<b>Total non-interest income</b>	<b>\$ 7,546</b>	<b>\$ 7,136</b>	<b>\$ 6,264</b>

<sup>(1)</sup> Primarily consists of revenue from treasury and other investment income, Capital One Shopping, our credit card partnership agreements and commercial mortgage banking revenue.

<sup>(2)</sup> Includes gains of \$86 million, losses of \$78 million and gains of \$69 million on deferred compensation plan investments for 2023, 2022 and 2021, respectively. These amounts have corresponding offsets in non-interest expense.

Non-interest income increased by \$410 million to \$7.5 billion in 2023 compared to 2022, primarily driven by higher treasury income due to higher interest rates and higher net interchange fees due to an increase in purchase volume.

**Provision for Credit Losses**

Our provision for credit losses in each period is driven by net charge-offs, changes to the allowance for credit losses and changes to the reserve for unfunded lending commitments. We recorded a provision for credit losses of \$10.4 billion in 2023, \$5.8 billion in 2022 and \$(1.9) billion in 2021.

Our provision for credit losses increased by \$4.6 billion to \$10.4 billion in 2023 compared to 2022 primarily driven by growth and continued credit normalization in our domestic credit card loan portfolio.

We provide additional information on the provision for credit losses and changes in the allowance for credit losses within “Credit Risk Profile” and “Item 8. Financial Statements and Supplementary Data—Note 4—Allowance for Credit Losses and Reserve for Unfunded Lending Commitments.” For information on the allowance methodology for each of our loan categories, see “Item 8. Financial Statements and Supplementary Data—Note 1—Summary of Significant Accounting Policies.”

**Non-Interest Expense**

Table 4 displays the components of non-interest expense for 2023, 2022 and 2021.

**Table 4: Non-Interest Expense**

<i>(Dollars in millions)</i>	Year Ended December 31,		
	2023	2022	2021
<b>Operating Expense:</b>			
Salaries and associate benefits <sup>(1)</sup>	\$ 9,302	\$ 8,425	\$ 7,421
Occupancy and equipment	2,160	2,050	2,003
Professional services	1,268	1,807	1,440
Communications and data processing	1,383	1,379	1,262
Amortization of intangibles	82	70	29
<b>Other non-interest expense:</b>			
Bankcard, regulatory and other fee assessments	548	264	199
Collections	353	331	360
Other	1,211	820	985
<b>Total other non-interest expense</b>	<b>2,112</b>	<b>1,415</b>	<b>1,544</b>
<b>Total operating expense</b>	<b>\$ 16,307</b>	<b>\$ 15,146</b>	<b>\$ 13,699</b>
<b>Marketing</b>	<b>4,009</b>	<b>4,017</b>	<b>2,871</b>
<b>Total non-interest expense</b>	<b>\$ 20,316</b>	<b>\$ 19,163</b>	<b>\$ 16,570</b>

<sup>(1)</sup> Includes expenses of \$86 million, a benefit of \$78 million and expenses of \$69 million related to our deferred compensation plan for 2023, 2022 and 2021, respectively. These amounts have corresponding offsets from investments in other non-interest income.

Non-interest expense increased by \$1.2 billion to \$20.3 billion in the year ended 2023 compared to 2022, primarily driven by increased salaries and associate benefits, the \$289 million FDIC special assessment related to certain regional bank failures and the absence of \$177 million insurance recoveries net of legal reserve activity received in 2022, partially offset by lower professional services.

**Income Taxes**

We recorded an income tax provision of \$1.2 billion (19.2% effective income tax rate), \$1.9 billion (20.3% effective income tax rate) and \$3.4 billion (21.6% effective income tax rate) in 2023, 2022 and 2021, respectively. Our effective tax rate on income from continuing operations varies between periods due, in part, to the impact of changes in pre-tax income and changes in tax credits, tax-exempt income and non-deductible expenses relative to our pre-tax earnings.

Our effective income tax rate in 2023 decreased by 1.1% compared to 2022. We recorded discrete tax expense of \$6 million in 2023 and discrete tax benefits of \$71 million and \$66 million in 2022 and 2021, respectively.

We provide additional information on items affecting our income taxes and effective tax rate in “Item 8. Financial Statements and Supplementary Data—Note 15—Income Taxes.”

---

**CONSOLIDATED BALANCE SHEETS ANALYSIS**

---

Total assets increased by \$23.2 billion to \$478.5 billion as of December 31, 2023 from December 31, 2022 primarily driven by increases in our cash balances as we continue to hold elevated levels of liquidity given the market volatility and growth in our credit card loan portfolio.

Total liabilities increased by \$17.7 billion to \$420.4 billion as of December 31, 2023 from December 31, 2022 primarily driven by deposit growth due to our national consumer banking strategy, which includes our national brand and marketing strategy, cafés, and tech / digital investments, which have enabled us to both deepen and grow our overall customer base.

Stockholders’ equity increased by \$5.5 billion to \$58.1 billion as of December 31, 2023 from December 31, 2022 primarily driven by net income of \$4.9 billion.

The following is a discussion of material changes in the major components of our assets and liabilities during 2023. Period-end balance sheet amounts may vary from average balance sheet amounts due to the timing of normal balance sheet management activities that are intended to support our capital and liquidity positions, our market risk profile and the needs of our customers.

**Investment Securities**

Our investment securities portfolio consists of the following: U.S. government-sponsored enterprise or agency (“Agency”) and non-agency residential mortgage-backed securities (“RMBS”), agency commercial mortgage-backed securities (“CMBS”), U.S. Treasury securities and other securities. Agency securities include Government National Mortgage Association (“Ginnie Mae”) guaranteed securities, Federal National Mortgage Association (“Fannie Mae”) and Federal Home Loan Mortgage Corporation (“Freddie Mac”) issued securities. The carrying value of our investments in Agency and U.S. Treasury securities represented 97% of our total investment securities portfolio as of both December 31, 2023 and 2022.

The fair value of our available for sale securities portfolio increased by \$2.2 billion to \$79.1 billion as of December 31, 2023 from 2022 primarily driven by increases in fair value due to decreases in interest rates and net purchases. See “Item 8. Financial Statements and Supplementary Data—Note 2—Investment Securities” for more information.

## Loans Held for Investment

Total loans held for investment consists of both unsecuritized loans and loans held in our consolidated trusts. Table 5 summarizes, by portfolio segment, the carrying value of our loans held for investment, the allowance for credit losses and net loan balance as of December 31, 2023 and 2022.

**Table 5: Loans Held for Investment**

<i>(Dollars in millions)</i>	December 31, 2023			December 31, 2022		
	Loans	Allowance	Net Loans	Loans	Allowance	Net Loans
Credit Card	\$ 154,547	\$ (11,709)	\$ 142,838	\$ 137,730	\$ (9,545)	\$ 128,185
Consumer Banking	75,437	(2,042)	73,395	79,925	(2,237)	77,688
Commercial Banking	90,488	(1,545)	88,943	94,676	(1,458)	93,218
Total	\$ 320,472	\$ (15,296)	\$ 305,176	\$ 312,331	\$ (13,240)	\$ 299,091

Loans held for investment increased by \$8.1 billion to \$320.5 billion as of December 31, 2023 compared to December 31, 2022 primarily driven by growth in our credit card loan portfolio.

We provide additional information on the composition of our loan portfolio and credit quality in “Credit Risk Profile,” “Consolidated Results of Operations” and “Item 8. Financial Statements and Supplementary Data—Note 3—Loans.”

## Funding Sources

Our primary source of funding comes from insured retail deposits, as they are a relatively stable and lower cost source of funding. In addition to deposits, we raise funding through the issuance of senior and subordinated notes, securitized debt obligations, federal funds purchased, securities loaned or sold under agreements to repurchase, and Federal Home Loan Banks (“FHLB”) advances secured by certain portions of our loan and securities portfolios.

Table 6 provides the composition of our primary sources of funding as of December 31, 2023 and 2022.

**Table 6: Funding Sources Composition**

<i>(Dollars in millions)</i>	December 31, 2023		December 31, 2022	
	Amount	% of Total	Amount	% of Total
Deposits:				
Consumer Banking	\$ 296,171	74 %	\$ 270,592	71 %
Commercial Banking	32,712	8	40,808	11
Other <sup>(1)</sup>	19,530	5	21,592	6
Total deposits	348,413	87	332,992	88
Securitized debt obligations	18,043	5	16,973	4
Other debt	31,813	8	31,742	8
Total funding sources	\$ 398,269	100 %	\$ 381,707	100 %

<sup>(1)</sup> Includes brokered deposits of \$18.5 billion and \$20.6 billion as of December 31, 2023 and 2022, respectively.

Total deposits increased by \$15.4 billion to \$348.4 billion as of December 31, 2023 from December 31, 2022 primarily driven by our national banking strategy, which includes our national brand and marketing strategy, cafés, and tech / digital investments, which have enabled us to both deepen and grow our overall customer base.

As of December 31, 2023 and 2022, we held \$64.2 billion and \$80.7 billion, respectively, of estimated uninsured deposits excluding any intercompany balances. These amounts were primarily comprised of checking and savings deposits. These estimated uninsured deposits comprised approximately 18% and 24% of our total deposits as of December 31, 2023 and 2022, respectively. We estimate our uninsured amounts based on methodologies and assumptions used for our “Consolidated Reports of Condition and Income” (FFIEC 031) filed with the Federal Banking Agencies.

Securitized debt obligations increased by \$1.1 billion to \$18.0 billion as of December 31, 2023 from December 31, 2022 primarily driven by net issuances in our credit card and auto securitization programs.

Other debt remained substantially flat at \$31.8 billion as of December 31, 2023 compared to December 31, 2022.

We provide additional information on our funding sources in “Liquidity Risk Profile” and “Item 8. Financial Statements and Supplementary Data—Note 8—Deposits and Borrowings.”

#### **Deferred Tax Assets and Liabilities**

Deferred tax assets and liabilities represent decreases or increases in taxes expected to be paid in the future because of future reversals of temporary differences between the financial reporting and tax bases of assets and liabilities, as well as from net operating loss and tax credit carryforwards. Deferred tax assets are recognized subject to management’s judgment that these future deductions are more likely than not to be realized. We evaluate the recoverability of these future tax deductions by assessing the adequacy of expected taxable income from all sources, including taxable income in carryback years, reversal of taxable temporary differences, forecasted operating earnings and available tax planning strategies. These sources of income rely heavily on estimates. We use our historical experience and our short and long-range business forecasts to make these estimates.

Deferred tax assets, net of deferred tax liabilities and valuation allowances, were approximately \$7.9 billion as of December 31, 2023, an increase of \$280 million from December 31, 2022. The increase in our net deferred tax assets was primarily driven by an increase in our allowance for credit losses, partially offset by an increase in fair value of our available for sale securities and derivatives in 2023.

Our recorded valuation allowance balances were \$496 million and \$446 million as of December 31, 2023 and 2022, respectively. If changes in circumstances lead us to change our judgment about our ability to realize deferred tax assets in future years, we will adjust our valuation allowances in the period that our change in judgment occurs and record a corresponding increase or charge to income.

We provide additional information on income taxes in “Consolidated Results of Operations” and “Item 8. Financial Statements and Supplementary Data—Note 15—Income Taxes.”

---

#### **OFF-BALANCE SHEET ARRANGEMENTS**

---

In the ordinary course of business, we engage in certain activities that are not reflected on our consolidated balance sheets, generally referred to as off-balance sheet arrangements. These activities typically involve transactions with unconsolidated variable interest entities (“VIEs”) as well as other arrangements, such as letters of credit, loan commitments and guarantees, to meet the financing needs of our customers and support their ongoing operations. We provide additional information regarding these types of activities in “Item 8. Financial Statements and Supplementary Data—Note 5—Variable Interest Entities and Securitizations” and “Item 8. Financial Statements and Supplementary Data—Note 18—Commitments, Contingencies, Guarantees and Others.”

---

**BUSINESS SEGMENT FINANCIAL PERFORMANCE**

---

Our principal operations are organized for management reporting purposes into three major business segments, which are defined primarily based on the products and services provided or the types of customer served: Credit Card, Consumer Banking and Commercial Banking. The operations of acquired businesses have been integrated into or managed as a part of our existing business segments. Certain activities that are not part of a business segment are included in the Other category, such as the management of our corporate investment portfolio and asset/liability positions performed by our centralized Corporate Treasury group and any residual tax expense or benefit beyond what is assessed to our business segments in order to arrive at the consolidated effective tax rate.

The results of our individual businesses, which we report on a continuing operations basis, reflect the manner in which management evaluates performance and makes decisions about funding our operations and allocating resources. We may periodically change our business segments or reclassify business segment results based on modifications to our management reporting methodologies and changes in organizational alignment. Our business segment results are intended to reflect each segment as if it were a stand-alone business. We use an internal management and reporting process to derive our business segment results. Our internal management and reporting process employs various allocation methodologies, including funds transfer pricing, to assign certain balance sheet assets, deposits and other liabilities and their related revenues and expenses directly or indirectly attributable to each business segment. Total interest income and non-interest income are directly attributable to the segment in which they are reported. The net interest income of each segment reflects the results of our funds transfer pricing process, which is primarily based on a matched funding concept that takes into consideration market interest rates. Our funds transfer pricing process is managed by our centralized Corporate Treasury group and provides a funds credit for sources of funds, such as deposits generated by our Consumer Banking and Commercial Banking businesses, and a charge for the use of funds by each segment. The allocation is unique to each business segment and acquired business and is based on the composition of assets and liabilities. The funds transfer pricing process considers the interest rate and liquidity risk characteristics of assets and liabilities and off-balance sheet products. Periodically, the methodology and assumptions utilized in the funds transfer pricing process are adjusted to reflect economic conditions and other factors, which may impact the allocation of net interest income to the business segments. We regularly assess the assumptions, methodologies and reporting classifications used for segment reporting, which may result in the implementation of refinements or changes in future periods.

We refer to the business segment results derived from our internal management accounting and reporting process as our “managed” presentation, which differs in some cases from our reported results prepared based on U.S. GAAP. There is no comprehensive authoritative body of guidance for management accounting equivalent to U.S. GAAP; therefore, the managed presentation of our business segment results may not be comparable to similar information provided by other financial services companies. In addition, our individual business segment results should not be used as a substitute for comparable results determined in accordance with U.S. GAAP.

We summarize our business segment results for the years ended December 31, 2023, 2022 and 2021 and provide a comparative discussion of these results for 2023 and 2022, as well as changes in our financial condition and credit performance metrics as of December 31, 2023 compared to December 31, 2022. We provide a reconciliation of our total business segment results to our reported consolidated results in “Item 8. Financial Statements and Supplementary Data—Note 17—Business Segments and Revenue from Contracts with Customers.”

**Business Segment Financial Performance**

Table 7 summarizes our business segment results, which we report based on total net revenue (loss) and net income (loss) from continuing operations, for the years ended December 31, 2023, 2022 and 2021. We provide information on the allocation methodologies used to derive our business segment results in "Item 8. Financial Statements and Supplementary Data—Note 17—Business Segments and Revenue from Contracts with Customers."

**Table 7: Business Segment Results**

	Year Ended December 31.											
	2023				2022				2021			
	Total Net Revenue (Loss) <sup>(1)</sup>		Net Income (Loss) <sup>(2)</sup>		Total Net Revenue (Loss) <sup>(1)</sup>		Net Income (Loss) <sup>(2)</sup>		Total Net Revenue (Loss) <sup>(1)</sup>		Net Income (Loss) <sup>(2)</sup>	
(Dollars in millions)	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total
Credit Card	\$ 25,669	70%	\$ 3,457	71%	\$ 22,355	65%	\$ 4,927	67%	\$ 18,880	62%	\$ 7,758	63%
Consumer Banking	9,302	25	2,258	46	9,434	28	2,250	31	9,002	29	3,676	30
Commercial Banking <sup>(3)</sup>	3,520	10	691	14	3,590	10	843	11	3,301	11	1,532	12
Other <sup>(3)</sup>	(1,704)	(5)	(1,519)	(31)	(1,129)	(3)	(660)	(9)	(748)	(2)	(572)	(5)
<b>Total</b>	<b>\$ 36,787</b>	<b>100%</b>	<b>\$ 4,887</b>	<b>100%</b>	<b>\$ 34,250</b>	<b>100%</b>	<b>\$ 7,360</b>	<b>100%</b>	<b>\$ 30,435</b>	<b>100%</b>	<b>\$ 12,394</b>	<b>100%</b>

<sup>(1)</sup> Total net revenue (loss) consists of net interest income and non-interest income.

<sup>(2)</sup> Net income (loss) for our business segments and the Other category is based on income (loss) from continuing operations, net of tax.

<sup>(3)</sup> Some of our commercial investments generate tax-exempt income, tax credits or other tax benefits. Accordingly, we present our Commercial Banking revenue and yields on a taxable-equivalent basis, calculated using the federal statutory tax rate of 21% and state taxes where applicable, with offsetting reductions to the Other category.



## Credit Card Business

The primary sources of revenue for our Credit Card business are net interest income, net interchange income and fees collected from customers. Expenses primarily consist of the provision for credit losses, operating costs and marketing expenses.

Our Credit Card business generated net income from continuing operations of \$3.5 billion, \$4.9 billion and \$7.8 billion in 2023, 2022 and 2021, respectively.

Table 8 summarizes the financial results of our Credit Card business and displays selected key metrics for the periods indicated.

**Table 8: Credit Card Business Results**

<i>(Dollars in millions, except as noted)</i>	Year Ended December 31,			Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
<b>Selected income statement data:</b>					
Net interest income	\$ 19,729	\$ 16,584	\$ 14,074	19%	18%
Non-interest income	5,940	5,771	4,806	3	20
Total net revenue <sup>(1)</sup>	25,669	22,355	18,880	15	18
Provision (benefit) for credit losses	8,651	4,265	(902)	103	**
Non-interest expense	12,490	11,627	9,621	7	21
Income from continuing operations before income taxes	4,528	6,463	10,161	(30)	(36)
Income tax provision	1,071	1,536	2,403	(30)	(36)
Income from continuing operations, net of tax	\$ 3,457	\$ 4,927	\$ 7,758	(30)	(36)
<b>Selected performance metrics:</b>					
Average loans held for investment	\$ 141,572	\$ 120,392	\$ 102,731	18	17
Average yield on loans <sup>(2)</sup>	18.54 %	16.21 %	14.60 %	233bps	161bps
Total net revenue margin <sup>(3)</sup>	18.12	18.47	17.81	(35)	66
Net charge-offs	\$ 6,472	\$ 3,048	\$ 1,956	112%	56%
Net charge-off rate	4.57 %	2.53 %	1.90 %	204bps	63bps
Purchase volume	\$ 620,290	\$ 587,283	\$ 527,605	6%	11%
<i>(Dollars in millions, except as noted)</i>					
	December 31, 2023	December 31, 2022	Change		
<b>Selected period-end data:</b>					
Loans held for investment	\$ 154,547	\$ 137,730	12%		
30+ day performing delinquency rate	4.61 %	3.46 %	115bps		
30+ day delinquency rate	4.62	3.46	116		
Nonperforming loan rate <sup>(4)</sup>	0.01	0.01	—		
Allowance for credit losses	\$ 11,709	\$ 9,545	23%		
Allowance coverage ratio	7.58 %	6.93 %	65bps		

<sup>(1)</sup> We recognize finance charges and fee income on open-ended loans in accordance with the contractual provisions of the credit arrangements and charge off any uncollectible amounts. Total net revenue was reduced by \$1.9 billion, \$946 million and \$629 million in 2023, 2022 and 2021, respectively, for finance charges and fees charged-off as uncollectible.

<sup>(2)</sup> Average yield is calculated based on interest income for the period divided by average loans during the period and does not include any allocations, such as funds transfer pricing.

<sup>(3)</sup> Total net revenue margin is calculated based on total net revenue for the period divided by average loans during the period.

<sup>(4)</sup> Within our credit card loan portfolio, only certain loans in our international card businesses are classified as nonperforming. See "Nonperforming Loans and Other Nonperforming Assets" for additional information.

\*\* Not meaningful.

Key factors affecting the results of our Credit Card business for 2023 compared to 2022, and changes in financial condition and credit performance between December 31, 2023 and 2022 include the following:

- *Net Interest Income:* Net interest income increased by \$3.1 billion to \$19.7 billion in 2023 primarily driven by higher average loan balances and margins.
- *Non-Interest Income:* Non-interest income increased by \$169 million to \$5.9 billion in 2023 due to higher net interchange fees due to an increase in purchase volume and gains on our deferred compensation plan investments, partially offset by the absence of a \$192 million gain on the sale of partnership loan portfolios in 2022.
- *Provision for Credit Losses:* Provision for credit losses increased by \$4.4 billion to \$8.7 billion in 2023 primarily driven by loan growth and continued credit normalization.
- *Non-Interest Expense:* Non-interest expense increased by \$863 million to \$12.5 billion in 2023 primarily driven by increased operating expenses, including salaries and associate benefits.

*Loans Held for Investment:*

- Period-end loans held for investment increased by \$16.8 billion to \$154.5 billion as of December 31, 2023 from December 31, 2022 driven by growth across our portfolio.
- Average loans held for investment increased by \$21.2 billion to \$141.6 billion in 2023 compared to 2022 driven by growth across our portfolio.

*Net Charge-Off and Delinquency Metrics:*

- The net charge-off rate increased by 204 bps to 4.57% in 2023 compared to 2022 primarily driven by higher net charge-offs in our domestic credit card loan portfolio.
- The 30+ day delinquency rate increased by 116 bps to 4.62% as of December 31, 2023 from December 31, 2022 primarily driven by higher delinquency inventories.

## Domestic Card Business

The Domestic Card business generated net income from continuing operations of \$3.3 billion, \$4.7 billion and \$7.3 billion in 2023, 2022 and 2021, respectively. In 2023, 2022 and 2021, the Domestic Card business accounted for greater than 90% of total net revenue of our Credit Card business.

Table 8.1 summarizes the financial results for our Domestic Card business and displays selected key metrics for the periods indicated.

**Table 8.1: Domestic Card Business Results**

	Year Ended December 31,			Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
<i>(Dollars in millions, except as noted)</i>					
<b>Selected income statement data:</b>					
Net interest income	\$ 18,610	\$ 15,616	\$ 12,916	19%	21%
Non-interest income	5,672	5,363	4,532	6	18
Total net revenue <sup>(1)</sup>	24,282	20,979	17,448	16	20
Provision (benefit) for credit losses	8,268	4,020	(868)	106	**
Non-interest expense	11,648	10,827	8,712	8	24
Income from continuing operations before income taxes	4,366	6,132	9,604	(29)	(36)
Income tax provision	1,030	1,453	2,266	(29)	(36)
Income from continuing operations, net of tax	\$ 3,336	\$ 4,679	\$ 7,338	(29)	(36)
<b>Selected performance metrics:</b>					
Average loans held for investment	\$ 135,213	\$ 114,506	\$ 95,818	18	20
Average yield on loans <sup>(2)</sup>	18.46 %	16.07 %	14.49%	239bps	158 bps
Total net revenue margin <sup>(3)</sup>	17.94	18.28	17.85	(34)	43
Net charge-offs	\$ 6,164	\$ 2,833	\$ 1,820	118%	56%
Net charge-off rate	4.56 %	2.47 %	1.90%	209bps	57 bps
Purchase volume	\$ 605,664	\$ 568,752	\$ 487,297	6%	17%
<i>(Dollars in millions, except as noted)</i>					
<b>Selected period-end data:</b>					
Loans held for investment	\$ 147,666	\$ 131,581	12%		
30+ day performing delinquency rate	4.61 %	3.43 %	118bps		
Allowance for credit losses	\$ 11,261	\$ 9,165	23%		
Allowance coverage ratio	7.63 %	6.97 %	66bps		

<sup>(1)</sup> We recognize finance charges and fee income on open-ended loans in accordance with the contractual provisions of the credit arrangements and charge off any uncollectible amounts. Finance charges and fees charged off as uncollectible are reflected as a reduction in total net revenue.

<sup>(2)</sup> Average yield is calculated based on interest income for the period divided by average loans during the period and does not include any allocations, such as funds transfer pricing.

<sup>(3)</sup> Total net revenue margin is calculated based on total net revenue for the period divided by average loans during the period.

\*\* Not meaningful

Because our Domestic Card business accounts for the substantial majority of our Credit Card business, the key factors driving the results are similar to the key factors affecting our total Credit Card business. Net income for our Domestic Card business decreased in 2023 compared to 2022 primarily driven by:

- Higher provision for credit losses primarily driven by loan growth and continued credit normalization.

- Higher non-interest expense primarily driven by increased operating expenses, including salaries and associate benefits.

These drivers were partially offset by:

- Higher net interest income primarily driven by higher average loan balances and margins.
- Higher non-interest income primarily driven by higher net interchange fees due to an increase in purchase volume and gains on our deferred compensation plan investments.

#### **Consumer Banking Business**

The primary sources of revenue for our Consumer Banking business are net interest income from loans and deposits as well as service charges and customer-related fees. Expenses primarily consist of the provision for credit losses, operating costs and marketing expenses.

Our Consumer Banking business generated net income from continuing operations of \$2.3 billion in both 2023 and 2022 and \$3.7 billion in 2021.

Table 9 summarizes the financial results of our Consumer Banking business and displays selected key metrics for the periods indicated.

**Table 9: Consumer Banking Business Results**

<i>(Dollars in millions, except as noted)</i>	Year Ended December 31,			Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
<b>Selected income statement data:</b>					
Net interest income	\$ 8,713	\$ 8,965	\$ 8,448	(3)%	6%
Non-interest income	589	469	554	26	(15)
Total net revenue	9,302	9,434	9,002	(1)	5
Provision (benefit) for credit losses	1,169	1,173	(521)	—	**
Non-interest expense	5,178	5,312	4,711	(3)	13
Income from continuing operations before income taxes	2,955	2,949	4,812	—	(39)
Income tax provision	697	699	1,136	—	(38)
Income from continuing operations, net of tax	\$ 2,258	\$ 2,250	\$ 3,676	—	(39)
<b>Selected performance metrics:</b>					
Average loans held for investment:					
Auto	\$ 76,067	\$ 78,772	\$ 71,108	(3)	11
Retail banking	1,446	1,663	2,765	(13)	(40)
Total consumer banking	\$ 77,513	\$ 80,435	\$ 73,873	(4)	9
Average yield on loans held for investment <sup>(1)</sup>	7.79 %	7.19%	7.86%	60bps	(67)bps
Average deposits	\$ 285,880	\$ 257,089	\$ 251,676	11%	2%
Average deposits interest rate	2.59 %	0.72 %	0.32 %	187bps	40 bps
Net charge-offs	\$ 1,364	\$ 854	\$ 276	60%	**
Net charge-off rate	1.76 %	1.06 %	0.37 %	70bps	69 bps
Auto loan originations	\$ 26,980	\$ 36,965	\$ 43,083	(27)%	(14)%
<i>(Dollars in millions, except as noted)</i>					
	December 31, 2023	December 31, 2022	Change		
<b>Selected period-end data:</b>					
Loans held for investment:					
Auto	\$ 74,075	\$ 78,373	(5)%		
Retail banking	1,362	1,552	(12)		
Total consumer banking	\$ 75,437	\$ 79,925	(6)		
30+ day performing delinquency rate	6.25 %	5.53 %	72bps		
30+ day delinquency rate	7.08	6.18	90		
Nonperforming loan rate	1.00	0.79	21		
Nonperforming asset rate <sup>(2)</sup>	1.09	0.87	22		
Allowance for credit losses	\$ 2,042	\$ 2,237	(9)%		
Allowance coverage ratio	2.71 %	2.80 %	(9)bps		
Deposits	\$ 296,171	\$ 270,592	9%		

<sup>(1)</sup> Average yield is calculated based on interest income for the period divided by average loans during the period and does not include any allocations, such as funds transfer pricing.

<sup>(2)</sup> Nonperforming assets primarily consist of nonperforming loans and repossessed assets. The total nonperforming asset rate is calculated based on total nonperforming assets divided by the combined period-end total loans held for investment and repossessed assets.

\*\* Not meaningful.

Key factors affecting the results of our Consumer Banking business for 2023 compared to 2022, and changes in financial condition and credit performance between December 31, 2023 and 2022 include the following:

- *Net Interest Income:* Net interest income decreased by \$252 million to \$8.7 billion in 2023 primarily driven by lower margins in our retail banking and auto businesses and lower average loan balances in our auto business, partially offset by higher deposits in our retail banking business.
- *Non-Interest Income:* Non-interest income increased by \$120 million to \$589 million in 2023 primarily driven by higher interchange fees from an increase in debit card purchase volume and gains on our deferred compensation plan investments.
- *Provision for Credit Losses:* Provision for credit losses remained substantially flat at \$1.2 billion in 2023.
- *Non-Interest Expense:* Non-interest expense decreased by \$134 million to \$5.2 billion in 2023 primarily driven by a lower level of auto originations.

*Loans Held for Investment:*

- Period-end loans held for investment decreased by \$4.5 billion to \$75.4 billion as of December 31, 2023 from December 31, 2022 primarily driven by customer payments outpacing new originations in auto.
- Average loans held for investment decreased by \$2.9 billion to \$77.5 billion in 2023 compared to 2022 primarily driven by lower auto loan originations.

*Deposits:*

- Period-end deposits increased by \$25.6 billion to \$296.2 billion as of December 31, 2023 from December 31, 2022 primarily driven by our national banking strategy, which includes our national brand and marketing strategy, cafés, and tech / digital investments, which have enabled us to both deepen and grow our overall customer base.

*Net Charge-Off and Delinquency Metrics:*

- The net charge-off rate increased by 70 bps to 1.76% in 2023 compared to 2022 primarily driven by higher net charge-offs in our auto loan portfolio.
- The 30+ day delinquency rate increased by 90 bps to 7.08% as of December 31, 2023 compared to December 31, 2022 primarily driven by higher auto delinquency inventories.

**Commercial Banking Business**

The primary sources of revenue for our Commercial Banking business are net interest income from loans and deposits and non-interest income earned from products and services provided to our clients such as advisory services, capital markets and treasury management. Because our Commercial Banking business has loans and investments that generate tax-exempt income, tax credits or other tax benefits, we present the revenues on a taxable-equivalent basis. Expenses primarily consist of the provision for credit losses and operating costs.

Our Commercial Banking business generated net income from continuing operations of \$691 million, \$843 million and \$1.5 billion in 2023, 2022 and 2021, respectively.

Table 10 summarizes the financial results of our Commercial Banking business and displays selected key metrics for the periods indicated.

**Table 10: Commercial Banking Business Results**

<i>(Dollars in millions, except as noted)</i>	Year Ended December 31,			Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
<b>Selected income statement data:</b>					
Net interest income	\$ 2,518	\$ 2,461	\$ 2,153	2%	14%
Non-interest income	1,002	1,129	1,148	(11)	(2)
Total net revenue <sup>(1)</sup>	3,520	3,590	3,301	(2)	9
Provision (benefit) for credit losses <sup>(2)</sup>	605	415	(519)	46	**
Non-interest expense	2,011	2,070	1,815	(3)	14
Income from continuing operations before income taxes	904	1,105	2,005	(18)	(45)
Income tax provision	213	262	473	(19)	(45)
Income from continuing operations, net of tax	\$ 691	\$ 843	\$ 1,532	(18)	(45)
<b>Selected performance metrics:</b>					
Average loans held for investment:					
Commercial and multifamily real estate	\$ 36,448	\$ 36,639	\$ 30,980	(1)	18
Commercial and industrial	56,008	54,772	45,146	2	21
Total commercial banking	\$ 92,456	\$ 91,411	\$ 76,126	1	20
Average yield on loans held for investment <sup>(1)(3)</sup>	6.86 %	4.02 %	2.74 %	284bps	128bps
Average deposits	\$ 37,411	\$ 42,018	\$ 42,350	(11)%	(1)%
Average deposits interest rate	2.68 %	0.73 %	0.14 %	195bps	59bps
Net charge-offs	\$ 578	\$ 71	\$ 2	**	**
Net charge-off (recovery) rate	0.62 %	0.08 %	—	54bps	8bps

*(Dollars in millions, except as noted)*

<b>Selected period-end data:</b>	December 31, 2023	December 31, 2022	Change
Loans held for investment:			
Commercial and multifamily real estate	\$ 34,446	\$ 37,453	(8)%
Commercial and industrial	56,042	57,223	(2)
Total commercial banking	\$ 90,488	\$ 94,676	(4)
Nonperforming loan rate	0.84 %	0.74 %	10bps
Nonperforming asset rate <sup>(4)</sup>	0.84	0.74	10
Allowance for credit losses <sup>(2)</sup>	\$ 1,545	\$ 1,458	6%
Allowance coverage ratio	1.71%	1.54%	17bps
Deposits	\$ 32,712	\$ 40,808	(20)%
Loans serviced for others	52,341	51,918	1

<sup>(1)</sup> Some of our commercial investments generate tax-exempt income, tax credits or other tax benefits. Accordingly, we present our Commercial Banking revenue and yields on a taxable-equivalent basis, calculated using the federal statutory tax rate of 21% and state taxes where applicable, with offsetting reductions to the Other category.

<sup>(2)</sup> The provision for losses on unfunded lending commitments is included in the provision for credit losses in our consolidated statements of income and the related reserve is included in other liabilities on our consolidated balance sheets. Our reserve for unfunded lending commitments totaled \$158 million \$218 million and \$165 million as of December 31, 2023, 2022 and 2021, respectively.

<sup>(3)</sup> Average yield is calculated based on interest income for the period divided by average loans during the period and does not include any allocations, such as funds transfer pricing.

<sup>(4)</sup> Nonperforming assets consist of nonperforming loans and other foreclosed assets. The total nonperforming asset rate is calculated based on total nonperforming assets divided by the combined period-end total loans held for investment and other foreclosed assets.

\*\* Not meaningful.

Key factors affecting the results of our Commercial Banking business for 2023 compared to 2022, and changes in financial condition and credit performance between December 31, 2023 and 2022 include the following:

- *Net Interest Income*: Net interest income remained substantially flat at \$2.5 billion in 2023 compared to 2022.
- *Non-Interest Income*: Non-interest income decreased by \$127 million to \$1.0 billion in 2023 primarily driven by lower activity in our multifamily agency lending business.
- *Provision for Credit Losses*: Provision for credit losses increased by \$190 million to \$605 million in 2023 primarily driven by our office real estate portfolio.
- *Non-Interest Expense*: Non-interest expense remained substantially flat at \$2.0 billion in 2023 compared to 2022.

*Loans Held for Investment:*

- Period-end loans held for investment decreased by \$4.2 billion to \$90.5 billion as of December 31, 2023 from December 31, 2022 primarily driven by customer payments outpacing originations.
- Average loans held for investment increased by \$1.0 billion to \$92.5 billion in 2023 compared to 2022 primarily driven by growth across our loan portfolio.

*Deposits:*

- Period-end deposits decreased by \$8.1 billion to \$32.7 billion as of December 31, 2023 from December 31, 2022 primarily driven by intentional reduction in lower margin deposit balances.

*Net Charge-Off and Nonperforming Metrics:*

- The net charge-off rate increased by 54 bps to 0.62% in 2023 primarily driven by higher charge-offs in our office real estate portfolio.
- The nonperforming loan rate increased by 10 bps to 0.84% as of December 31, 2023 compared to December 31, 2022 primarily driven by credit deterioration in our office real estate portfolio.

**Other Category**

Other includes unallocated amounts related to our centralized Corporate Treasury group activities, such as management of our corporate investment securities portfolio, asset/liability management and oversight of our funds transfer pricing process. Other also includes:

- unallocated corporate revenue and expenses that do not directly support the operations of the business segments or for which the business segments are not considered financially accountable in evaluating their performance, such as certain restructuring charges;
- offsets related to certain line-item reclassifications;
- residual tax expense or benefit to arrive at the consolidated effective tax rate that is not assessed to our primary business segments; and
- foreign exchange-rate fluctuations on foreign currency-denominated balances.



Table 11 summarizes the financial results of our Other category for the periods indicated.

**Table 11: Other Category Results**

<i>(Dollars in millions)</i>	Year Ended December 31,			Change	
	2023	2022	2021	2023 vs. 2022	2022 vs. 2021
<b>Selected income statement data:</b>					
Net interest loss	\$ (1,719)	\$ (896)	\$ (504)	92%	78%
Non-interest income (loss)	15	(233)	(244)	**	(5)
Total net loss <sup>(1)</sup>	(1,704)	(1,129)	(748)	51	51
Provision (benefit) for credit losses	1	(6)	(2)	**	**
Non-interest expense	637	154	423	**	(64)
Loss from continuing operations before income taxes	(2,342)	(1,277)	(1,169)	83	9
Income tax benefit	(823)	(617)	(597)	33	3
Loss from continuing operations, net of tax	\$ (1,519)	\$ (660)	\$ (572)	130	15

<sup>(1)</sup> Some of our commercial investments generate tax-exempt income, tax credits or other tax benefits. Accordingly, we present our Commercial Banking revenue and yields on a taxable-equivalent basis, calculated using the federal statutory tax rate of 21% and state taxes where applicable, with offsetting reductions to the Other category.

\*\* Not meaningful.

Loss from continuing operations increased by \$859 million to a loss of \$1.5 billion in 2023 compared to 2022 primarily driven by higher funding costs and increased non-interest expense largely driven by the \$289 million FDIC special assessment charge recognized in the fourth quarter of 2023, partially offset by higher treasury income in non-interest income driven by higher market interest rates.

#### CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of financial statements in accordance with U.S. GAAP requires management to make a number of judgments, estimates and assumptions that affect the amount of assets, liabilities, income and expenses on the consolidated financial statements. Understanding our accounting policies and the extent to which we use management judgment and estimates in applying these policies is integral to understanding our financial statements. We provide a summary of our significant accounting policies under “Item 8. Financial Statements and Supplementary Data—Note 1—Summary of Significant Accounting Policies.”

We have identified the following accounting estimates as critical because they require significant judgments and assumptions about highly complex and inherently uncertain matters and the use of reasonably different estimates and assumptions could have a material impact on our results of operations or financial condition. Our critical accounting policies and estimates are as follows:

- Loan loss reserves
- Goodwill
- Fair value
- Customer rewards reserve

We evaluate our critical accounting estimates and judgments on an ongoing basis and update them as necessary, based on changing conditions.

## Loan Loss Reserves

We maintain an allowance for credit losses that represents management's current estimate of expected credit losses inherent in our credit card, consumer banking and commercial banking loans held for investment portfolios as of each balance sheet date. We also reserve for the uncollectible portion of finance charges and fees related to credit card loan receivables in the allowance for credit losses consistent with the methodology we use to estimate the allowance for credit losses on the principal portion of our credit card loan receivables. We also separately reserve for unfunded lending commitments that are not unconditionally cancellable. We build our allowance for credit losses and reserve for unfunded lending commitments through the provision for credit losses, which is driven by charge-offs, changes in the allowance for credit losses and changes in the reserve for unfunded lending commitments. The allowance for credit losses was \$15.3 billion as of December 31, 2023, compared to \$13.2 billion as of December 31, 2022.

Our allowance for credit losses and reserve for unfunded lending commitments utilize models to derive a quantitative estimate of credit losses that is supplemented with additional qualitative considerations to capture risks and uncertainties not included in the quantitative result. Our estimate of expected credit losses, for all loan and unfunded lending commitments, includes a reasonable and supportable forecast period of one year and then reverts over a one-year period to historical losses at each relevant loss component of the estimate. We use externally produced consensus estimates as inputs for our forward-looking macroeconomic forecast and consider other forecasts and sources of uncertainty to develop the quantitative component. This quantitative result is then supplemented qualitatively by management for economic uncertainty, including the consideration of alternative macroeconomic scenarios, changes and trends in loan portfolios that may not be captured in the quantitative component. These adjustments represent management's judgment of the imprecision and risks inherent in the processes and assumptions used in establishing the allowance for credit losses.

We have an established process, using analytical tools and management judgment, to determine our allowance for credit losses. Significant management judgment is required to determine the relevant information and estimation methods used to arrive at our best estimate of lifetime credit losses. Establishing the allowance on a quarterly basis involves evaluating and forecasting both credit and macroeconomic variables. The macroeconomic forecast used to inform both quantitative and qualitative components of our allowance for credit losses estimate is sensitive to certain variables, such as the U.S. Unemployment Rate, and the U.S. Real Gross Domestic Product ("U.S. Real GDP") Growth Rate assumptions. Our December 31, 2023 allowance assumes that the quarterly average U.S. unemployment rate gradually increases to approximately 4.4% by the fourth quarter of 2024 and annual U.S. Real GDP increases 1.0% in 2024.

In addition to macroeconomic factors, many credit factors inform our allowance for credit losses, including, but not limited to, historical loss and recovery experience, recent trends in delinquencies and charge-offs, risk ratings, the impact of bankruptcy filings, the value of collateral underlying secured loans, account seasoning, changes in our credit evaluation, underwriting and collection management policies, seasonality, credit bureau scores, current general economic conditions, changes in the legal and regulatory environment and uncertainties in forecasting and modeling techniques used in estimating our allowance for credit losses.

We have a governance framework supported by processes and controls intended to ensure that our estimate of the allowance for credit losses is appropriate. Our governance framework provides for oversight of methods, models, qualitative adjustments, process controls and results. At least quarterly, representatives from the Finance and Risk Management organizations review and assess our allowance methodologies, key assumptions and the appropriateness of the allowance for credit losses. Groups independent of our estimation functions participate in the review and validation process. Tasks performed by these groups include periodic review of the rationale for and quantification of inputs requiring judgment as well as adjustments to results.

We have model policies, established by an independent Model Risk Office, which govern the validation of models and related supporting documentation to ensure the appropriate use of models for estimating credit losses. The Model Risk Office validates all models and requires ongoing monitoring of their performance.

In addition to the allowance for credit losses, on a quarterly basis, we review and assess our estimate of expected losses related to unfunded lending commitments that are not unconditionally cancellable which are generally in our Commercial Banking business. The factors impacting our assessment generally align with those considered in our evaluation of the allowance for credit losses for the Commercial Banking business. The reserve for losses on unfunded lending commitments is included in other liabilities on our consolidated balance sheets and changes to it are recorded through the provision for credit losses in our consolidated statements of income.

Although we examine a variety of externally available data, as well as our internal loan performance data, to determine our allowance for credit losses and reserve for unfunded lending commitments, our estimation process is subject to risks and uncertainties, including a reliance on historical loss and trend information that may not be representative of current conditions and indicative of future performance as well as economic forecasts that may not align with actual future economic conditions. Accordingly, our actual credit loss experience may not be in line with our expectations. We provide additional information on the methodologies and key assumptions used in determining our allowance for credit losses for each of our loan portfolio segments in “Item 8. Financial Statements and Supplementary Data—Note 1—Summary of Significant Accounting Policies.” We provide information on the components of our allowance, disaggregated by operating segment, and changes in our allowance in “Item 8. Financial Statements and Supplementary Data—Note 4—Allowance for Credit Losses and Reserve for Unfunded Lending Commitments.”

#### Goodwill

Goodwill represents the excess of the fair value of the consideration transferred, plus the fair value of any non-controlling interests in the acquiree, over the fair value of the net assets acquired and liabilities assumed as of the acquisition date.

Goodwill totaled \$15.1 billion and \$14.8 billion as of December 31, 2023 and 2022, respectively. We did not recognize any goodwill impairment in 2023 or 2022. See “Item 8. Financial Statements and Supplementary Data—Note 6—Goodwill and Other Intangible Assets” for additional information.

We perform our goodwill impairment test annually on October 1 at a reporting unit level. We are also required to test goodwill for impairment whenever events or circumstances indicate it is more-likely-than-not that an impairment may have occurred. An impairment of a reporting unit’s goodwill is determined based on the amount by which the reporting unit’s carrying amount exceeds its fair value, limited to the amount of goodwill allocated to the reporting unit. We have four reporting units: Credit Card, Auto Finance, Other Consumer Banking, and Commercial Banking.

For the purpose of our goodwill impairment testing, we calculate the carrying amount of a reporting unit using an allocated capital approach based on each reporting unit’s specific regulatory capital requirements, economic capital requirements and underlying risks. The carrying amount for a reporting unit is the sum of its respective capital requirements, goodwill and other intangibles balances. Consolidated stockholder’s equity in excess of the sum of all reporting units capital requirements that is not identified for future capital needs, such as dividends, share buybacks, or other strategic initiatives, is allocated to the reporting units and the Other category and assumed to be distributed to equity holders in future periods.

Determining the fair value of a reporting unit is a subjective process that requires the use of estimates and the exercise of significant judgment. We calculate the fair value of our reporting units using a discounted cash flow (“DCF”) calculation, a form of the income approach. This DCF calculation uses projected cash flows based on each reporting unit’s internal forecast and the perpetuity growth method to calculate terminal values. Our DCF calculation requires management to make estimates about future loan, deposit and revenue growth, as well as credit losses and capital rates. These cash flows and terminal values are then discounted using discount rates based on our external cost of capital with adjustments for the risk inherent in each reporting unit. Discount rates used for our reporting units ranged from 8.3% to 12.4%, and we applied a terminal year long-term growth rate of 3.8% to all reporting units. The reasonableness of our DCF calculation is assessed by reference to a market-based approach using comparable market multiples and recent market transactions where available. The usefulness of market data is inherently limited due to the size and scope of our operations compared to most peer institutions and recent market transactions. The results of the 2023 annual impairment test indicated that the estimated fair values of the reporting units exceeded their carrying amounts by between 12% and 121%. We also compare the aggregate fair values of our reporting units to our market capitalization. Our assessment considers the level of premium expected to assume control of the Company in a market transaction including anticipated cost savings and other synergies that would be realized in a hypothetical transaction.

The results of the 2023 annual goodwill impairment test for our Commercial Banking reporting unit concluded that, while the estimated fair value of this reporting unit exceeded its carrying amount, the percentage by which the estimated fair value of this reporting unit exceeded its carrying amount had decreased to 12% from 17% in the 2022 annual impairment test. The assumptions leveraged in the valuation of each reporting unit, including the Commercial Banking reporting unit, and the related risk of changes in those assumptions are described further below.

Assumptions used in estimating the fair value of a reporting unit are judgmental and inherently uncertain. A change in the economic conditions of a reporting unit, such as declines in business performance as a result of industry or macroeconomic trends or changes in our strategy, adverse impacts to loan or deposit growth trends, decreases in revenue, increases in expenses,

deterioration in a significant loan portfolio, increases in credit losses, increases in capital requirements, deterioration of market conditions, declines in long-term growth expectations, an increase in disposition activity, adverse impacts of regulatory or legislative changes or increases in the estimated cost of capital could cause the estimated fair values of our reporting units to decline in the future, and increase the risk of a goodwill impairment in a future period. We perform sensitivity analyses around certain assumptions in order to assess the reasonableness of the assumptions and the resulting estimated fair values.

We have a governance framework supported by processes and controls intended to ensure that the accounting and disclosure for goodwill is appropriate. Our governance framework provides for oversight of assumptions, forecast inputs, methods, process controls and results.

#### **Fair Value**

Fair value, also referred to as an exit price, is defined as the price that would be received for an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date. The fair value accounting guidance provides a three-level fair value hierarchy for classifying financial instruments. This hierarchy is based on the markets in which the assets or liabilities trade and whether the inputs to the valuation techniques used to measure fair value are observable or unobservable. The fair value measurement of a financial asset or liability is assigned a level based on the lowest level of any input that is significant to the fair value measurement in its entirety. The three levels of the fair value hierarchy are described below:

Level 1: Valuation is based on quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2: Valuation is based on observable market-based inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3: Valuation is generated from techniques that use significant assumptions not observable in the market. Valuation techniques include pricing models, DCF methodologies or similar techniques.

The degree of management judgment involved in determining the fair value of a financial instrument is dependent upon the availability of quoted prices in active markets or observable market parameters. When quoted prices and observable data in active markets are not fully available, management judgment is necessary to estimate fair value. Changes in market conditions, such as reduced liquidity in the capital markets or changes in secondary market activities, may reduce the availability and reliability of quoted prices or observable data used to determine fair value.

We have developed policies and procedures to determine when markets for our financial assets and liabilities are inactive if the level and volume of activity has declined significantly relative to normal conditions. If markets are determined to be inactive, it may be appropriate to adjust price quotes received. When significant adjustments are required to price quotes or inputs, it may be appropriate to utilize an estimate based primarily on unobservable inputs.

Significant judgment may be required to determine whether certain financial instruments measured at fair value are classified as Level 2 or Level 3. In making this determination, we consider all available information that market participants use to measure the fair value of the financial instrument, including observable market data, indications of market liquidity and orderliness, and our understanding of the valuation techniques and significant inputs used. Based upon the specific facts and circumstances of each instrument or instrument category, judgments are made regarding the significance of the Level 3 inputs to the instruments' fair value measurement in its entirety. If Level 3 inputs are considered significant, the instrument is classified as Level 3. The process for determining fair value using unobservable inputs is generally more subjective and involves a high degree of management judgment and assumptions. We discuss changes in the valuation inputs and assumptions used in determining the fair value of our financial instruments, including the extent to which we have relied on significant unobservable inputs to estimate fair value and our process for corroborating these inputs, in "Item 8. Financial Statements and Supplementary Data—Note 16—Fair Value Measurement."

We have a governance framework and a number of key controls that are intended to ensure that our fair value measurements are appropriate and reliable. Our governance framework provides for independent oversight and segregation of duties. Our control processes include review and approval of new transaction types, price verification, and review of valuation judgments, methods, models, process controls and results.

Groups independent of our trading and investing functions participate in the review and validation process. Tasks performed by these groups include periodic verification of fair value measurements to determine if assigned fair values are reasonable, including comparing prices from vendor pricing services to other available market information.

Our Fair Value Committee ("FVC"), which includes representation from business areas, Risk Management and Finance, provides guidance and oversight to ensure an appropriate valuation control environment. The FVC regularly reviews and approves our fair valuations to ensure that our valuation practices are consistent with industry standards and adhere to regulatory and accounting guidance.

We have model policies, established by an independent Model Risk Office, which govern the validation of models and related supporting documentation to ensure the appropriate use of models for pricing and fair value measurements. The Model Risk Office validates all models and requires ongoing monitoring of their performance.

The fair value governance process is set up in a manner that allows the Chairperson of the FVC to escalate valuation disputes that cannot be resolved by the FVC to a more senior committee called the Valuations Advisory Committee ("VAC") for resolution. The VAC is chaired by the Chief Financial Officer and includes other members of senior management. There were no disputes escalated to the VAC for the years ended December 31, 2023 and 2022.

#### **Customer Rewards Reserve**

We offer products, primarily credit cards, which include programs that allow members to earn rewards based on account activity that can be redeemed for cash (primarily in the form of statement credits), gift cards, travel, or covering eligible charges. The amount of rewards that a customer earns varies based on the terms and conditions of the rewards program and product. The majority of our rewards do not expire and there is no limit on the amount of rewards an eligible card member can earn. Customer rewards costs, which we generally record as an offset to interchange income, are driven by various factors such as card member purchase volume, the terms and conditions of the rewards program and rewards redemption cost. We establish a customer rewards reserve that reflects management's judgment regarding rewards earned that are expected to be redeemed and the estimated redemption cost.

We use financial models to estimate ultimate redemption rates of rewards earned by current card members based on historical redemption trends, current enrollee redemption behavior, card product type, year of program enrollment, enrollment tenure and card spend levels. Our current assumption is that the vast majority of all rewards earned will eventually be redeemed. We use the weighted-average redemption cost during the previous twelve months, adjusted as appropriate for recent changes in redemption costs, including changes related to the mix of rewards redeemed, to estimate future redemption costs. We continually evaluate our reserve and assumptions based on developments in redemption patterns, changes to the terms and conditions of the rewards program and other factors. While the rewards liability is sensitive to changes in assumptions for redemption rates and costs and involves management judgment, we believe portfolio characteristics and historical performance are the best indication of future reward redemption behavior and are the primary basis for our estimate. We recognized customer rewards expense of \$8.2 billion, \$7.6 billion and \$6.4 billion in 2023, 2022 and 2021, respectively. Our customer rewards reserve, which is included in other liabilities on our consolidated balance sheets, totaled \$7.4 billion and \$6.8 billion as of December 31, 2023 and 2022, respectively.

We have a governance framework supported by processes and controls that are intended to ensure that our rewards liability estimate is appropriate and reliable. Our governance framework provides for oversight of assumptions, inputs, methods, process controls and results. Additional controls are performed to ensure all underlying data used to derive the rewards liability is complete and accurate.

**ACCOUNTING CHANGES AND DEVELOPMENTS**

**Accounting Standards Issued but Not Adopted as of December 31, 2023**

Standard	Guidance	Adoption Timing and Financial Statement Impacts
<p><b>Income Tax Disclosures</b></p> <p>Accounting Standards Update (“ASU”) No. 2023-09, Income Taxes (Topic 740): <i>Improvements to Income Tax Disclosures</i></p> <p><i>Issued December 2023</i></p>	<p>Requires entities to provide additional information in the income tax rate reconciliation and make additional disclosures about income taxes paid.</p>	<p>Effective January 1, 2025, with early adoption permitted, using either the prospective or retrospective transition method.</p> <p>We plan to adopt this standard on its effective date using a prospective transition method. We expect such adoption to result in additional information being included in our income tax footnote and consolidated statements of cash flows.</p>
<p><b>Segment Reporting Disclosures</b></p> <p>ASU No. 2023-07, Segment Reporting (Topic 280): <i>Improvements to Reportable Segment Disclosures</i></p> <p><i>Issued November 2023</i></p>	<p>Requires disclosure of incremental segment information on an annual and interim basis.</p>	<p>Effective for annual periods ending December 31, 2024 and interim periods within fiscal years beginning January 1, 2025, with early adoption permitted, using a retrospective transition method.</p> <p>We plan to adopt this standard on its effective date using a retrospective transition method. Such adoption may result in additional information being included in our business segment footnote.</p>
<p><b>Tax Credit Investments</b></p> <p>ASU No. 2023-02, Investments - Equity Method and Joint Ventures (Topic 323): <i>Accounting for Investments in Tax Credit Structures Using the Proportional Amortization Method</i></p> <p><i>Issued March 2023</i></p>	<p>Permits entities to elect to account for their tax equity investments, regardless of the tax credit program from which the income tax credits are received, using the proportional amortization method, if certain criteria are met. Previously, only Low-Income Housing Tax Credit investments were eligible for application of the proportional amortization method.</p>	<p>This standard became effective on January 1, 2024.</p> <p>We adopted this guidance in the first quarter of 2024 using a modified retrospective method. Adoption of this standard will not have a material impact on our consolidated financial statements.</p>

See “Item 8. Financial Statements and Supplementary Data—Note 1—Summary of Significant Accounting Policies” for information on the accounting standards we adopted in 2023.

---

**CAPITAL MANAGEMENT**

---

The level and composition of our capital are determined by multiple factors, including our consolidated regulatory capital requirements as described in more detail below and internal risk-based capital assessments such as internal stress testing. The level and composition of our capital may also be influenced by rating agency guidelines, subsidiary capital requirements, business environment, conditions in the financial markets and assessments of potential future losses due to adverse changes in our business and market environments.

**Capital Standards and Prompt Corrective Action**

The Company and the Bank are subject to the Basel III Capital Rules. The Basel III Capital Rules implement certain capital requirements published by the Basel Committee, along with certain provisions of the Dodd-Frank Act and other capital provisions.

As a BHC with total consolidated assets of at least \$250 billion but less than \$700 billion and not exceeding any of the applicable risk-based thresholds, the Company is a Category III institution under the Basel III Capital Rules.

The Bank, as a subsidiary of a Category III institution, is a Category III bank. Moreover, the Bank, as an insured depository institution, is subject to PCA capital regulations.

**Basel III and U.S. Capital Rules**

Under the Basel III Capital Rules, we must maintain a minimum CET1 capital ratio of 4.5%, a Tier 1 capital ratio of 6.0% and a total capital ratio of 8.0%, in each case in relation to risk-weighted assets. In addition, we must maintain a minimum leverage ratio of 4.0% and a minimum supplementary leverage ratio of 3.0%. We are also subject to the capital conservation buffer requirement and countercyclical capital buffer requirement, each as described below. Our capital and leverage ratios are calculated based on the Basel III standardized approach framework.

We have elected to exclude certain elements of AOCI from our regulatory capital as permitted for a Category III institution. For information on the recognition of AOCI in regulatory capital under the proposed changes to the Basel III Capital Rules, see "Part I—Item 1. Business—Supervision and Regulation—Prudential Regulation of Banking—Capital and Stress Testing Regulation—Basel III Finalization Proposal."

G-SIBs that are based in the U.S. are subject to an additional CET1 capital requirement known as the "G-SIB Surcharge." We are not a G-SIB based on the most recent available data and thus we are not subject to a G-SIB Surcharge.

**Stress Capital Buffer Rule**

The Basel III Capital Rules require banking institutions to maintain a capital conservation buffer, composed of CET1 capital, above the regulatory minimum ratios. Under the Stress Capital Buffer Rule, the Company's "standardized approach capital conservation buffer" includes its stress capital buffer requirement (as described below), any G-SIB Surcharge (which is not applicable to us) and the countercyclical capital buffer requirement (which is currently set at 0%). Any determination to increase the countercyclical capital buffer generally would be effective twelve months after the announcement of such an increase, unless the Federal Banking Agencies set an earlier effective date.

The Company's stress capital buffer requirement is recalibrated every year based on the Company's supervisory stress test results. In particular, the Company's stress capital buffer requirement equals, subject to a floor of 2.5%, the sum of (i) the difference between the Company's starting CET1 capital ratio and its lowest projected CET1 capital ratio under the severely adverse scenario of the Federal Reserve's supervisory stress test plus (ii) the ratio of the Company's projected four quarters of common stock dividends (for the fourth to seventh quarters of the planning horizon) to the projected risk-weighted assets for the quarter in which the Company's projected CET1 capital ratio reaches its minimum under the supervisory stress test.

Based on the Company's 2022 supervisory stress test results, the Company's stress capital buffer requirement for the period beginning on October 1, 2022 through September 30, 2023 was 3.1%. Therefore, the Company's minimum capital requirements plus the standardized approach capital conservation buffer for CET1 capital, Tier 1 capital and total capital ratios under the stress capital buffer framework were 7.6%, 9.1% and 11.1%, respectively, for the period from October 1, 2022 through September 30, 2023.

Based on the Company’s 2023 supervisory stress test results, the Company’s stress capital buffer requirement for the period beginning on October 1, 2023 through September 30, 2024 is 4.8%. Therefore, the Company’s minimum capital requirements plus the standardized approach capital conservation buffer for CET1 capital, Tier 1 capital and total capital ratios under the stress capital buffer framework are 9.3%, 10.8% and 12.8%, respectively, for the period from October 1, 2023 through September 30, 2024.

The Stress Capital Buffer Rule does not apply to the Bank. Pursuant to the OCC’s capital regulations, which are only applicable to the Bank, the capital conservation buffer for the Bank continues to be fixed at 2.5%. Accordingly, the Bank’s minimum capital requirements plus its capital conservation buffer for CET1 capital, Tier 1 capital and total capital ratios are 7.0%, 8.5% and 10.5%, respectively.

If the Company or the Bank fails to maintain its capital ratios above the minimum capital requirements plus the applicable capital conservation buffer requirements, it will face increasingly strict automatic limitations on capital distributions and discretionary bonus payments to certain executive officers.

As of December 31, 2023 and 2022, respectively, the Company and the Bank each exceeded the minimum capital requirements and the capital conservation buffer requirements applicable to them, and the Company and the Bank were each “well-capitalized.” The “well-capitalized” standards applicable to the Company are established in the Federal Reserve’s regulations, and the “well-capitalized” standards applicable to the Bank are established in the OCC’s PCA capital requirements.

**CECL Transition Rule**

The Federal Banking Agencies adopted the CECL Transition Rule that provides banking institutions an optional five-year transition period to phase in the impact of the CECL standard on their regulatory capital, the CECL Transition Election. We adopted the CECL standard (for accounting purposes) as of January 1, 2020, and made the CECL Transition Election (for regulatory capital purposes) in the first quarter of 2020. Therefore, the applicable amounts presented in this Report reflect such election.

Pursuant to the CECL Transition Rule, a banking institution could elect to delay the estimated impact of adopting CECL on its regulatory capital through December 31, 2021 and then phase in the estimated cumulative impact from January 1, 2022 through December 31, 2024. For the “day 2” ongoing impact of CECL during the initial two years, the Federal Banking Agencies used a uniform “scaling factor” of 25% as an approximation of the increase in the allowance under the CECL standard compared to the prior incurred loss methodology. Accordingly, from January 1, 2020 through December 31, 2021, electing banking institutions were permitted to add back to their regulatory capital an amount equal to the sum of the after-tax “day 1” CECL adoption impact and 25% of the increase in the allowance since the adoption of the CECL standard. From January 1, 2022 through December 31, 2024, the after-tax “day 1” CECL adoption impact and the cumulative “day 2” ongoing impact are being phased in to regulatory capital at 25% per year. The following table summarizes the capital impact delay and phase in period on our regulatory capital from years 2020 to 2025.

	Capital Impact Delayed		Phase In Period			
	2020	2021	2022	2023	2024	2025
“Day 1” CECL adoption impact	Capital impact delayed to 2022					
Cumulative “day 2” ongoing impact	25% scaling factor as an approximation of the increase in allowance under CECL		25% Phased In	50% Phased In	75% Phased In	Fully Phased In

As of December 31, 2021, we added back an aggregate amount of \$2.4 billion to our regulatory capital pursuant to the CECL Transition Rule. Consistent with the rule, we have phased in 50% of this amount as of December 31, 2023. The remaining \$1.2 billion will be phased in on January 1, 2024 and 2025 at \$600 million per year. As of December 31, 2023, the Company’s CET1 capital ratio, reflecting the CECL Transition Rule, was 12.9% and would have been 12.6% excluding the impact of the CECL Transition Rule (or “on a fully phased-in basis”).

**Market Risk Rule**

The “Market Risk Rule” supplements the Basel III Capital Rules by requiring institutions subject to the rule to adjust their risk-based capital ratios to reflect the market risk in their trading book. The Market Risk Rule generally applies to institutions with



aggregate trading assets and liabilities equal to 10% or more of total assets or \$1 billion or more. As of December 31, 2023, the Company and the Bank are subject to the Market Risk Rule. See “Market Risk Profile” below for additional information.

For the description of the regulatory capital rules to which we are subject, including recent proposed amendments to these rules under the Basel III Finalization Proposal, see “Part I—Item 1. Business—Supervision and Regulation.”

Table 12 provides a comparison of our regulatory capital ratios under the Basel III standardized approach, the regulatory minimum capital adequacy ratios and the applicable well-capitalized standards as of December 31, 2023 and 2022.

**Table 12: Capital Ratios Under Basel III<sup>(1)</sup>**

	December 31, 2023			December 31, 2022		
	Ratio	Minimum Capital Adequacy	Well-Capitalized	Ratio	Minimum Capital Adequacy	Well-Capitalized
<b>Capital One Financial Corp:</b>						
Common equity Tier 1 capital <sup>(2)</sup>	12.9 %	4.5 %	N/A	12.5 %	4.5 %	N/A
Tier 1 capital <sup>(3)</sup>	14.2	6.0	6.0 %	13.9	6.0	6.0 %
Total capital <sup>(4)</sup>	16.0	8.0	10.0	15.8	8.0	10.0
Tier 1 leverage <sup>(5)</sup>	11.2	4.0	N/A	11.1	4.0	N/A
Supplementary leverage <sup>(6)</sup>	9.6	3.0	N/A	9.5	3.0	N/A
<b>CONA:</b>						
Common equity Tier 1 capital <sup>(2)</sup>	13.1	4.5	6.5	13.1	4.5	6.5
Tier 1 capital <sup>(3)</sup>	13.1	6.0	8.0	13.1	6.0	8.0
Total capital <sup>(4)</sup>	14.3	8.0	10.0	14.4	8.0	10.0
Tier 1 leverage <sup>(5)</sup>	10.3	4.0	5.0	10.5	4.0	5.0
Supplementary leverage <sup>(6)</sup>	8.8	3.0	N/A	9.0	3.0	N/A

<sup>(1)</sup> Capital requirements that are not applicable are denoted by “N/A.”

<sup>(2)</sup> CET1 capital ratio is a regulatory capital measure calculated based on CET1 capital divided by risk-weighted assets.

<sup>(3)</sup> Tier 1 capital ratio is a regulatory capital measure calculated based on Tier 1 capital divided by risk-weighted assets.

<sup>(4)</sup> Total capital ratio is a regulatory capital measure calculated based on total capital divided by risk-weighted assets.

<sup>(5)</sup> Tier 1 leverage ratio is a regulatory capital measure calculated based on Tier 1 capital divided by adjusted average assets.

<sup>(6)</sup> Supplementary leverage ratio is a regulatory capital measure calculated based on Tier 1 capital divided by total leverage exposure

Table 13 presents regulatory capital under the Basel III standardized approach and regulatory capital metrics as of December 31, 2023 and 2022.

**Table 13: Regulatory Risk-Based Capital Components and Regulatory Capital Metrics**

<i>(Dollars in millions)</i>	December 31, 2023	December 31, 2022
<b>Regulatory capital under Basel III standardized approach</b>		
Common equity excluding AOCI	\$ 62,710	\$ 59,450
Adjustments and deductions:		
AOCI, net of tax <sup>(1)</sup>	27	(17)
Goodwill, net of related deferred tax liabilities	(14,811)	(14,540)
Other intangible and deferred tax assets, net of deferred tax liabilities	(311)	(162)
Common equity Tier 1 capital	47,615	44,731
Tier 1 capital instruments	4,845	4,845
Tier 1 capital	52,460	49,576
Tier 2 capital instruments	1,936	2,585
Qualifying allowance for credit losses	4,728	4,553
Tier 2 capital	6,664	7,138
Total capital	\$ 59,124	\$ 56,714
<b>Regulatory capital metrics</b>		
Risk-weighted assets	\$ 369,206	\$ 357,920
Adjusted average assets <sup>(2)</sup>	467,553	444,704
Total leverage exposure <sup>(3)</sup>	546,909	522,136

<sup>(1)</sup> Excludes certain components of AOCI in accordance with rules applicable to Category III institutions. See "Capital Management—Basel III and United States Capital Rules" in this Report.

<sup>(2)</sup> Includes on-balance sheet asset adjustments subject to deduction from Tier 1 capital under the Basel III Capital Rules.

<sup>(3)</sup> Reflects on- and off-balance sheet amounts for the denominator of the supplementary leverage ratio as set forth by the Basel III Capital Rules.

### Capital Planning and Regulatory Stress Testing

We repurchased \$150 million of shares of our common stock during the fourth quarter of 2023 and \$600 million of shares of our common stock during the year ended 2023.

On July 27, 2023, the Federal Reserve announced individual stress capital buffer requirements for all large banking institutions, including the Company. The Company's final stress capital buffer requirement for the period beginning on October 1, 2023 through September 30, 2024 is 4.8%. Therefore, the Company's minimum capital requirements plus the standardized approach capital conservation buffer for CET1 capital, Tier 1 capital and total capital ratios under the stress capital buffer framework are 9.3%, 10.8% and 12.8%, respectively, for the period from October 1, 2023 through September 30, 2024.

For the description of the regulatory capital planning rules and stress testing requirements to which we are subject, see "Part I—Item 1. Business—Supervision and Regulation."

## Dividend Policy and Stock Purchases

For the year ended December 31, 2023, we declared and paid common stock dividends of \$935 million, or \$2.40 per share, and preferred stock dividends of \$228 million. Pursuant to the terms of the Merger Agreement, we are restricted from paying quarterly cash dividends on our common stock in excess of \$0.60 per share per quarter until the Transaction is closed.

The following table summarizes the dividends paid per share on our various preferred stock series in each quarter of 2023.

**Table 14: Preferred Stock Dividends Paid Per Share**

Series	Description	Issuance Date	Per Annum Dividend Rate	Dividend Frequency	2023			
					Q4	Q3	Q2	Q1
Series I	5.000% Non-Cumulative	September 11, 2019	5.000%	Quarterly	<b>\$12.50</b>	\$12.50	\$12.50	\$12.50
Series J	4.800% Non-Cumulative	January 31, 2020	4.800	Quarterly	<b>12.00</b>	12.00	12.00	12.00
Series K	4.625% Non-Cumulative	September 17, 2020	4.625	Quarterly	<b>11.56</b>	11.56	11.56	11.56
Series L	4.375% Non-Cumulative	May 4, 2021	4.375	Quarterly	<b>10.94</b>	10.94	10.94	10.94
Series M	3.950% Fixed Rate Reset Non-Cumulative	June 10, 2021	3.950% through 8/31/2026; resets 9/1/2026 and every subsequent 5 year anniversary at 5-Year Treasury Rate +3.157%	Quarterly	<b>9.88</b>	9.88	9.88	9.88
Series N	4.250% Non-Cumulative	July 29, 2021	4.250	Quarterly	<b>10.63</b>	10.63	10.63	10.63

The declaration and payment of dividends to our stockholders, as well as the amount thereof, are subject to the discretion of our Board of Directors and depend upon our results of operations, financial condition, capital levels, cash requirements, future prospects, regulatory requirements and other factors deemed relevant by the Board of Directors. As a BHC, our ability to pay dividends is largely dependent upon the receipt of dividends or other payments from our subsidiaries. The Bank is subject to regulatory restrictions that limit its ability to transfer funds to our BHC. As of December 31, 2023, funds available for dividend payments from the Bank were \$5.2 billion. There can be no assurance that we will declare and pay any dividends to stockholders.

We repurchased \$150 million of shares of our common stock during the fourth quarter of 2023 and \$600 million of shares of our common stock during the year ended 2023. The timing and exact amount of any future common stock repurchases will depend on various factors, including regulatory approval, market conditions, opportunities for growth, our capital position and the amount of retained earnings. The Board authorized stock repurchase program does not include specific price targets, may be executed through open market purchases, tender offers, or privately negotiated transactions, including utilizing Rule 10b5-1 programs, does not have a set expiration date and may be suspended at any time. For additional information on dividends and stock repurchases, see "Capital Management—Capital Planning and Regulatory Stress Testing," "Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities—Unregistered Sales of Equity Securities and Use of Proceeds" and "Part I—Item 1. Business—Supervision and Regulation—Funding and Dividends from Subsidiaries."

---

**RISK MANAGEMENT**

---

**Risk Management Framework**

Our Risk Management Framework (the “Framework”) sets consistent expectations for risk management across the Company. It also sets expectations for our “Three Lines of Defense” model, which defines the roles, responsibilities and accountabilities for taking and managing risk across the Company. Accountability for overseeing an effective Framework resides with our Board of Directors either directly or through its committees.

	First Line	Second Line	Third Line
<b>Definition</b>	Identifies and Owns Risk Business areas that are accountable for risk and responsible for: i) generating revenue or reducing expenses, ii) supporting the business to provide products or services to customers, or iii) providing technology services for the first line.	Advises & Challenges First Line Independent Risk Management (“IRM”) and Support Functions (e.g., Human Resources, Accounting, Legal) that provide support services to the Company.	Provides Independent Assurance Internal Audit and Credit Review
<b>Key Responsibilities</b>	Identify, assess, measure, monitor, control, and report the risks associated with their business.	IRM: Independently oversees and assesses risk taking activities for the first line of defense.  Support Functions: Centers of specialized expertise that provide support services to the enterprise.	Provides independent and objective assurance to the Board of Directors and senior management that the systems and governance processes are designed and working as intended.

Our Framework sets consistent expectations for risk management across the Company and consists of the following nine elements:

Governance and Accountability			
Strategy and Risk Alignment			
Risk Identification	Assessment, Measurement and Response	Monitoring and Testing	Aggregation, Reporting and Escalation
Capital and Liquidity Management (including Stress Testing)			
Risk Data and Enabling Technology			
Culture and Talent Management			

#### ***Governance and Accountability***

This element of the Framework sets the foundation for the methods for governing risk taking and the interactions within and among our three lines of defense.

We established a risk governance structure and accountabilities to effectively and consistently oversee the management of risks across the Company. Our Board of Directors, Chief Executive Officer and management establish the tone at the top regarding the culture of the Company, including management of risk. Management reinforces expectations at the various levels of the organization.

#### ***Strategy and Risk Alignment***

Our strategy is informed by and aligned with risk appetite, from development to execution. The Chief Executive Officer develops the strategy with input from the first, second, and third lines of defense, as well as the Board of Directors. The strategic planning process considers relevant changes to the Company's overall risk profile.

Our Board of Directors approves a Risk Appetite Statement for the Company to set forth the high-level principles that govern risk taking at the Company. The Risk Appetite Statement defines the Board of Directors' tolerance for certain risk outcomes at an enterprise level and enables senior management to manage and report within these boundaries. This Risk Appetite Statement is also supported by risk category specific risk appetite statements as well as metrics and, where appropriate, Board Limits and Board Notification Thresholds.

#### ***Risk Identification***

The first line of defense and certain Support Functions identify new and emerging risks, including concentration of risk, across the relevant risk categories associated with their business activities and objectives, in consultation with IRM. Risk identification also must be informed by major changes in infrastructure or organization, introduction of new products and services, acquisitions of businesses, or substantial changes in the internal or external environment.

IRM and certain Support Functions, where appropriate, provide effective challenge in the risk identification process. IRM is also responsible for identifying our material aggregate risks on an ongoing basis.

### ***Assessment, Measurement and Response***

Management assesses risks associated with our activities. Risks identified are assessed to understand the severity of each risk and likelihood of occurrence under both normal and stressful conditions. Risk severity is measured through modeling and other quantitative estimation approaches, as well as qualitative approaches, based on management judgment. As part of the risk assessment process, the first and second lines of defense also evaluate the effectiveness of the existing control environment and mitigation strategies.

Management determines the appropriate risk response. Risks may be mitigated or accepted. Actions taken to respond to the risk include implementing new controls, enhancing existing controls, developing additional mitigation strategies to reduce the impact of the risk, and/or monitoring the risk.

### ***Monitoring and Testing***

Management periodically monitors risks to evaluate and measure how the risk is affecting our strategy and business objectives, in alignment with risk appetite, including established concentration risk limits. The scope and frequency of monitoring activities depends on the results of relevant risk assessments, as well as specific business risk operations and activities.

The first line of defense is required to evaluate the effectiveness of risk management practices and controls through testing and other activities. IRM and Support Functions, as appropriate, assess the first line of defense's evaluation of risk management, which may include conducting effective challenge, performing independent monitoring, or conducting risk or control validations. The third line of defense provides independent assurance for first and second line risk management practices and controls.

### ***Aggregation, Reporting and Escalation***

Risk aggregation supports strategic decision making and risk management practices through collectively reporting risks across different levels of the Company and providing a comprehensive view of performance against risk appetite. Our risk aggregation processes are designed to aggregate risk information from lower levels of the business hierarchy to high levels and to aggregate risk information to determine material risk themes.

Material risks, new or emerging risks, aggregate risks, risk appetite metrics and other measures across all risk categories are reported to the appropriate governance forum no less than quarterly. Material risks are reported to the Board of Directors and senior management committees no less than quarterly.

### ***Capital and Liquidity Management (including Stress Testing)***

Our capital management processes are linked to its risk management practices, including the enterprise-wide identification, assessment and measurement of risks to ensure that all relevant risks are incorporated in the assessment of the Company's capital adequacy. We use identified risks to inform key aspects of the Company's capital planning, including the development of stress scenarios, the assessment of the adequacy of post-stress capital levels, and the appropriateness of potential capital actions considering the Company's capital objectives. We quantify capital needs through stress testing, regulatory capital, economic capital and assessments of market considerations. In assessing its capital adequacy, we identify how and where our material risks are accounted for within the capital planning process. Monitoring and escalation processes exist for key capital thresholds and metrics to continuously monitor capital adequacy.

We manage liquidity risk by applying our Liquidity Adequacy Framework (the "Liquidity Framework"). The Liquidity Framework uses internal and regulatory stress testing and the evaluation of other balance sheet metrics to confirm that we maintain a fortified balance sheet that is resilient to uncertainties that may arise as a consequence of systemic, idiosyncratic, or combined liquidity events.

### ***Risk Data and Enabling Technology***

Risk data and technology provides the basis for risk reporting and is used in decision making and to monitor and review changes to our risk profile. There are core Governance, Risk Management and Compliance systems which are used as the system of record for risks, controls, issues and events for our risk categories and supports the analysis, aggregation and reporting capabilities across the categories.

**Culture and Talent Management**

The Framework must be supported with the right culture, talent and skills to enable effective risk management across the Company.

Every associate at the Company is responsible for risk management; however, associates with specific risk management skills and expertise within the first, second and third lines of defense are critical to execute appropriate risk management across the enterprise.

**Risk Categories**

We apply our Framework to protect the Company from the major categories of risk that we are exposed to through our business activities. We have seven major categories of risk as noted below.

Major Categories of Risk	
<b>Compliance</b>	The risk to current or anticipated earnings or capital arising from violations of laws, rules or regulations. Compliance risk can also arise from nonconformance with prescribed practices, internal policies and procedures, contractual obligations or ethical standards that reinforce those laws, rules or regulations
<b>Credit</b>	The risk to current or projected financial condition and resilience arising from an obligor's failure to meet the terms of any contract with the Company or otherwise perform as agreed
<b>Liquidity</b>	The risk that the Company will not be able to meet its future financial obligations as they come due, or invest in future asset growth because of an inability to obtain funds at a reasonable price within a reasonable time
<b>Market</b>	The risk that an institution's earnings or the economic value of equity could be adversely impacted by changes in interest rates, foreign exchange rates or other market factors
<b>Operational</b>	The risk of loss, capital impairment, adverse customer experience or reputational impact resulting from failure to comply with policies and procedures, failed internal processes or systems, or from external events
<b>Reputation</b>	The risk to market value, recruitment and retention of talented associates and maintenance of a loyal customer base due to the negative perceptions of our internal and external constituents regarding our business strategies and activities
<b>Strategic</b>	The risk of a material impact on current or anticipated earnings, capital, franchise or enterprise value arising from the Company's competitive and market position and evolving forces in the industry that can affect that position, lack of responsiveness to these conditions, strategic decisions to change the Company's scale, market position or operating model, or, failure to appropriately consider implementation risks inherent in the Company's strategy

We provide an overview of how we manage our seven major categories of risk below.

**Compliance Risk Management**

We recognize that compliance requirements for financial institutions are increasingly complex and that there are heightened expectations from our regulators and our customers. In response, we continuously evaluate the regulatory environment and proactively adjust our compliance program to fully address these expectations.

Our Compliance Management Program establishes expectations for determining compliance requirements, assessing the risk of new product offerings, creating appropriate controls and training to address requirements, monitoring for control performance, and independently testing for adherence to compliance requirements. The program also establishes regular compliance reporting to senior business leaders, the executive committee and the Board of Directors.

The Chief Compliance Officer is responsible for establishing and overseeing our Compliance Management Program. Business areas incorporate compliance requirements and controls into their business policies, standards, processes and procedures. They regularly monitor and report on the efficacy of their compliance controls and our Compliance team periodically independently tests to validate the effectiveness of business controls.

#### ***Credit Risk Management***

We recognize that we are exposed to cyclical changes in credit quality. Consequently, we try to ensure our credit portfolio is resilient to economic downturns. Our most important tool in this endeavor is sound underwriting. In unsecured consumer loan underwriting, we generally assume that loans will be subject to an environment in which losses are higher than those prevailing at the time of underwriting. In commercial underwriting, we generally require strong cash flow, collateral, covenants, and guarantees. In addition to sound underwriting, we continually monitor our portfolio and take steps to collect or work out distressed loans.

The Chief Credit and Financial Risk Officer, in conjunction with the Chief Credit Officers, is responsible for establishing credit risk policies and procedures, including underwriting and hold guidelines and credit approval authority, and monitoring credit exposure and performance of our lending related transactions. Our Chief Credit Officers are responsible for evaluating the risk implications of credit strategy and the oversight of credit for both the existing portfolio and any new credit investments. They also have formal approval authority for various types and levels of credit decisions, including individual commercial loan transactions. Division Presidents within each segment are responsible for managing the credit risk within their divisions and maintaining processes to control credit risk and comply with credit policies and guidelines. In addition, the Chief Credit and Financial Risk Officer establishes policies, delegates approval authority and monitors performance for non-loan credit exposure entered into with financial counterparties or through the purchase of credit sensitive securities in our investment portfolio.

Our credit policies establish standards in five areas: customer selection, underwriting, monitoring, remediation and portfolio management. The standards in each area provide a framework comprising specific objectives and control processes. These standards are supported by detailed policies and procedures for each component of the credit process. Starting with customer selection, our goal is to generally provide credit on terms that generate above hurdle returns. We use a number of quantitative and qualitative factors to manage credit risk, including setting credit risk limits and guidelines for each of our lines of business. We monitor performance relative to these guidelines and report results and any required mitigating actions to appropriate senior management committees and our Board of Directors.

#### ***Liquidity Risk Management***

We recognize that liquidity risk is embedded within our day-to-day and strategic decisions. Liquidity is essential for banks to meet customer withdrawals, account for balance sheet changes, and provide funding for growth. We have acquired and built deposit gathering businesses and actively monitor our funding concentration. We manage our liquidity risk, which is driven by both internal and external factors, centrally and establish quantitative risk limits to continually assess our liquidity adequacy.

The Chief Credit and Financial Risk Officer, in conjunction with the Head of Liquidity, Market and Capital Risk Oversight, is responsible for the establishment of liquidity risk management policies and standards for governance and monitoring of liquidity risk at a corporate level. We assess liquidity strength by evaluating several different balance sheet metrics under severe stress scenarios to ensure we can withstand significant funding degradation. Results are reported to the Asset Liability Committee monthly and to the Risk Committee no less than quarterly. We also continuously monitor market and economic conditions to evaluate emerging stress conditions and to develop appropriate action plans in accordance with our Contingency Funding Plan ("CFP") and our Recovery Plan.

We use internal and regulatory stress testing and the evaluation of other balance sheet metrics within our Liquidity Framework to confirm we maintain a fortified balance sheet. We rely on a combination of stable and diversified funding sources, along with a stockpile of liquidity reserves, to effectively manage our liquidity risk. We maintain a sizable liquidity reserve of cash and cash equivalents, high-quality unencumbered securities and investment securities and certain loans that are either readily-marketable or pledgeable. We also continue to maintain access to secured and unsecured debt markets through regular issuance.

#### ***Market Risk Management***

We recognize that interest rate and foreign exchange risk are present in our business due to the nature of our assets and liabilities. Market risk is inherent from the financial instruments associated with our business operations and activities including loans, deposits, securities, short-term borrowings, long-term debt and derivatives. We manage market risk exposure, which is



principally driven by balance sheet interest rate risk, centrally and establish quantitative risk limits to monitor and control our exposure.

The Chief Credit and Financial Risk Officer, in conjunction with the Head of Liquidity, Market, and Capital Risk Oversight, is responsible for the establishment of market risk management policies and standards for the governance and monitoring of market risk at a corporate level. The market risk position is calculated and analyzed against pre-established limits. We use industry accepted techniques to analyze and measure interest rate and foreign exchange risk and we perform sensitivity analysis to identify our risk exposures under a broad range of scenarios. Results are reported to the Asset Liability Committee monthly and to the Risk Committee no less than quarterly.

Management is authorized to utilize financial instruments as outlined in our policy to actively manage market risk exposure. Investment securities and derivatives are the main levers for the management of interest rate risk. In addition, we also use derivatives to manage our foreign exchange risk.

#### ***Operational Risk Management***

We recognize the criticality of managing operational risk on both a strategic and day-to-day basis and that there are heightened expectations from our regulators and our customers. We have implemented appropriate operational risk management policies, standards, processes and controls to enable the delivery of high quality and consistent customer experiences and to achieve business objectives in a controlled manner.

The Chief Operational Risk Officer, in collaboration with the CTRO, is responsible for establishing and overseeing our Operational Risk Management Program. The program establishes practices for assessing the operational risk profile and executing key control processes for operational risks. These risks include topics such as internal and external fraud, cyber and technology risk, data management, model risk, third-party management, and business continuity. Operational Risk Management and Technology Risk Management enforce these practices and delivers reporting of operational risk results to senior business leaders, the executive committee and the Board of Directors. For additional information on how we manage cybersecurity and technology risk, see “Part I—Item 1C. Cybersecurity” of this Report.

#### ***Reputation Risk Management***

We recognize that reputation risk is of particular concern for financial institutions and, increasingly, technology companies, in the current environment. Areas of concern have expanded to include company policies, practices and values and, with the growing use of social and digital platforms, public corporations face a new level of scrutiny and channels for activism and advocacy. The heightened expectations of internal and external stakeholders have made corporate culture, values and conduct pressure points for individuals and advocates voicing concerns or seeking change. We manage both strategic and tactical reputation issues and build our relationships with government officials, media, community and consumer advocates, customers and other constituencies to help strengthen the reputations of both our Company and industry. Our actions include implementing pro-customer practices in our business and serving low to moderate income communities in our market area consistent with a quality bank and an innovative technology leader. The Executive Vice President of External Affairs is responsible for managing our overall reputation risk program. Day-to-day activities are controlled by the frameworks set forth in our Reputation Risk Management Policy and other risk management policies.

#### ***Strategic Risk Management***

We recognize that strategic risk is present within our business and the Company’s strategy. We monitor risks for the impact on current or future earnings, capital growth or enterprise value arising from changes to the Company’s competitive and market positions, including as a result of evolving forces in the industry. Additionally, we monitor timely and effective responsiveness to these conditions, strategic decisions that impact the Company’s scale, market position or operating model and failure to appropriately consider implementation risks in the Company’s strategy. Potential areas of opportunity or risk inform the Company’s strategy, which is led by the Chief Executive Officer and other senior executives. The Chief Enterprise Risk Officer, in consultation with the Chief Credit and Financial Risk Officer, oversees the identification and assessment of risks associated with the Company’s strategy and the monitoring of these risks throughout the year.

Our Strategic Risk Management Policy, processes and controls encompass an ongoing assessment of risks associated with corporate or line of business specific strategies. These risks are managed through periodic reviews, along with regular updates to senior management and the Board.

---

**CREDIT RISK PROFILE**

---

Our loan portfolio accounts for the substantial majority of our credit risk exposure. Our lending activities are governed under our credit policies and are subject to independent review and approval. Below we provide information about the composition of our loan portfolio, key concentrations and credit performance metrics.

We also engage in certain non-lending activities that may give rise to ongoing credit and counterparty settlement risk, including purchasing securities for our investment securities portfolio, entering into derivative transactions to manage our market risk exposure and to accommodate customers, extending short-term advances on syndication activity including bridge financing transactions we have underwritten, depositing certain operational cash balances in other financial institutions, executing certain foreign exchange transactions and extending customer overdrafts. We provide additional information related to our investment securities portfolio under "Consolidated Balance Sheets Analysis—Investment Securities" and "Item 8. Financial Statements and Supplementary Data—Note 2—Investment Securities" as well as credit risk related to derivative transactions in "Item 8. Financial Statements and Supplementary Data—Note 9—Derivative Instruments and Hedging Activities."

**Primary Loan Products**

We provide a variety of lending products. Our primary loan products include credit cards, auto loans and commercial lending products.

- *Credit cards:* We originate both prime and subprime credit cards through a variety of channels. Our credit cards generally have variable interest rates. Credit card accounts are primarily underwritten using an automated underwriting system based on predictive models that we have developed. The underwriting criteria, which are customized for individual products and marketing programs, are established based on an analysis of the net present value of expected revenues, expenses and losses, subject to further analysis using a variety of stress conditions. Underwriting decisions are generally based on credit bureau information, including payment history, debt burden and credit scores, such as Fair Isaac Corporation ("FICO") scores, and on other factors, such as applicant income. We maintain a credit card securitization program and selectively sell charged-off credit card loans.
- *Auto:* We originate both prime and subprime auto loans through a network of auto dealers and direct marketing. Our auto loans have fixed interest rates and loan terms of 75 months or less, but can go up to 84 months. Loan size limits are customized by program and are generally less than \$75,000. Similar to credit card accounts, the underwriting criteria are customized for individual products and marketing programs and based on analysis of net present value of expected revenues, expenses and losses, and are subject to maintaining resilience under a variety of stress conditions. Underwriting decisions are generally based on an applicant's income, estimated net disposable income, and credit bureau information including FICO scores, along with collateral characteristics such as loan-to-value ("LTV") ratio. We maintain an auto securitization program.
- *Commercial:* We offer a range of commercial lending products, including loans secured by commercial real estate and loans to middle market commercial and industrial companies. Our commercial loans may have a fixed or variable interest rate; however, the majority of our commercial loans have variable rates. Our underwriting standards require an analysis of the borrower's financial condition and prospects, as well as an assessment of the industry in which the borrower operates. Where relevant, we evaluate and appraise underlying collateral and guarantees. We maintain underwriting guidelines and limits for major types of borrowers and loan products that specify, where applicable, guidelines for debt service coverage, leverage, LTV ratio and standard covenants and conditions. We assign a risk rating and establish a monitoring schedule for loans based on the risk profile of the borrower, industry segment, source of repayment, the underlying collateral and guarantees, if any, and current market conditions. Although we generally retain the commercial loans we underwrite, we may syndicate positions for risk mitigation purposes, including bridge financing transactions we have underwritten. In addition, we originate and service multifamily commercial real estate loans which are sold to government-sponsored enterprises where we retain certain levels of residual risk after the loans are sold.

**Portfolio and Geographic Composition of Loans Held for Investment**

Our loan portfolio consists of loans held for investment, including loans held in our consolidated trusts, and loans held for sale. The information presented in this section excludes loans held for sale, which totaled \$854 million and \$203 million as of December 31, 2023 and 2022, respectively.

Table 15 presents the composition of our portfolio of loans held for investment by portfolio segment as of December 31, 2023 and 2022.

**Table 15: Portfolio Composition of Loans Held for Investment**

<i>(Dollars in millions)</i>	December 31, 2023		December 31, 2022	
	Loans	% of Total	Loans	% of Total
<b>Credit Card:</b>				
Domestic credit card	\$ 147,666	46.1 %	\$ 131,581	42.1 %
International card businesses	6,881	2.1	6,149	2.0
Total credit card	154,547	48.2	137,730	44.1
<b>Consumer Banking:</b>				
Auto	74,075	23.1	78,373	25.1
Retail banking	1,362	0.5	1,552	0.5
Total consumer banking	75,437	23.6	79,925	25.6
<b>Commercial Banking:</b>				
Commercial and multifamily real estate	34,446	10.7	37,453	12.0
Commercial and industrial	56,042	17.5	57,223	18.3
Total commercial banking	90,488	28.2	94,676	30.3
Total loans held for investment	\$ 320,472	100.0 %	\$ 312,331	100.0 %

Table 16 presents the maturities of our loans held for investment portfolio as of December 31, 2023. Determinations of maturities are based on scheduled repayments. Due to the revolving nature of credit card loans, we report the majority of our credit card loans as due in one year or less.

**Table 16: Loan Maturity Schedule**

(Dollars in millions)	December 31, 2023				
	Due Up to 1 Year	> 1 Year to 5 Years	> 5 Years to 15 Years	> 15 Years	Total
<b>Fixed rate:</b>					
Credit card	\$ 16,260	\$ 290	—	—	\$ 16,550
Consumer banking	17,594	53,485	\$ 3,965	\$ 55	75,099
Commercial banking	1,012	4,277	6,488	1,005	12,782
Total fixed-rate loans	34,866	58,052	10,453	1,060	104,431
<b>Variable rate:</b>					
Credit card	137,997	—	—	—	137,997
Consumer banking	322	9	7	—	338
Commercial banking	12,181	55,724	9,782	19	77,706
Total variable-rate loans	150,500	55,733	9,789	19	216,041
Total loans	\$ 185,366	\$ 113,785	\$ 20,242	\$ 1,079	\$ 320,472

**Geographic Composition**

We market our credit card products throughout the United States, the United Kingdom and Canada. Our credit card loan portfolio is geographically diversified due to our product and marketing approach. The table below presents the geographic profile of our credit card loan portfolio as of December 31, 2023 and 2022.

**Table 17: Credit Card Portfolio by Geographic Region**

(Dollars in millions)	December 31, 2023		December 31, 2022	
	Amount	% of Total	Amount	% of Total
<b>Domestic credit card:</b>				
California	\$ 15,167	9.8 %	\$ 13,707	10.0%
Texas	12,318	8.0	11,202	8.1
Florida	11,148	7.2	9,549	6.9
New York	9,578	6.2	8,366	6.1
Pennsylvania	5,824	3.8	5,425	3.9
Illinois	5,581	3.6	5,260	3.8
Ohio	4,845	3.1	4,662	3.4
New Jersey	4,702	3.0	4,243	3.1
Georgia	4,606	3.0	4,172	3.0
Michigan	4,144	2.7	3,920	2.8
Other	69,753	45.1	61,075	44.4
Total domestic credit card	147,666	95.5	131,581	95.5 %
<b>International card businesses:</b>				
United Kingdom	3,639	2.4	3,129	2.3
Canada	3,242	2.1	3,020	2.2
Total international card businesses	6,881	4.5	6,149	4.5
Total credit card	\$ 154,547	100.0 %	\$ 137,730	100.0%

Our auto loan portfolio is geographically diversified in the United States due to our product and marketing approach. Retail banking includes small business loans and other consumer lending products originated through our branch and café network. The table below presents the geographic profile of our auto loan and retail banking portfolios as of December 31, 2023 and 2022.

**Table 18: Consumer Banking Portfolio by Geographic Region**

<i>(Dollars in millions)</i>	December 31, 2023		December 31, 2022	
	Amount	% of Total	Amount	% of Total
<b>Auto:</b>				
Texas	\$ 9,020	11.9 %	\$ 9,586	12.0 %
California	8,747	11.6	9,570	12.0
Florida	6,488	8.6	6,755	8.5
Pennsylvania	3,215	4.3	3,303	4.1
Ohio	3,130	4.1	3,143	3.9
Illinois	2,988	4.0	3,119	3.9
Georgia	2,971	3.9	3,243	4.1
New Jersey	2,626	3.5	2,742	3.4
Other	34,890	46.3	36,912	46.2
<b>Total auto</b>	<b>74,075</b>	<b>98.2</b>	<b>78,373</b>	<b>98.1</b>
<b>Retail banking:</b>				
New York	417	0.6	477	0.6
Texas	297	0.4	333	0.4
Louisiana	234	0.3	283	0.3
New Jersey	94	0.1	122	0.2
Maryland	81	0.1	97	0.1
Virginia	54	0.1	67	0.1
Other	185	0.2	173	0.2
<b>Total retail banking</b>	<b>1,362</b>	<b>1.8</b>	<b>1,552</b>	<b>1.9</b>
<b>Total consumer banking</b>	<b>\$ 75,437</b>	<b>100.0 %</b>	<b>\$ 79,925</b>	<b>100.0 %</b>

We originate commercial and multifamily real estate loans in most regions of the United States. The table below presents the geographic profile of our commercial real estate portfolio as of December 31, 2023 and 2022.

**Table 19: Commercial Real Estate Portfolio by Region**

<i>(Dollars in millions)</i>	December 31, 2023		December 31, 2022	
	Amount	% of Total	Amount	% of Total
<b>Geographic concentration:<sup>(1)</sup></b>				
Northeast	\$ 13,931	40.5 %	\$ 15,055	40.2 %
South	7,073	20.5	8,706	23.2
Pacific West	5,342	15.5	5,902	15.7
Mid-Atlantic	4,138	12.0	3,129	8.4
Midwest	2,052	6.0	2,394	6.4
Mountain	1,910	5.5	2,267	6.1
Total	\$ 34,446	100.0 %	\$ 37,453	100.0 %

<sup>(1)</sup> Geographic concentration is generally determined by the location of the borrower's business or the location of the collateral associated with the loan. Northeast consists of CT, MA, ME, NH, NJ, NY, PA, RI and VT. South consists of AL, AR, FL, GA, KY, LA, MS, NC, OK, SC, TN and TX. Pacific West consists of AK, CA, HI, OR and WA. Mid-Atlantic consists of DC, DE, MD, VA and WV. Midwest consists of IA, IL, IN, KS, MI, MN, MO, ND, NE, OH, SD and WI. Mountain consists of AZ, CO, ID, MT, NM, NV, UT and WY.

**Commercial Loans by Industry**

Table 20 summarizes our commercial loans held for investment portfolio by industry classification as of December 31, 2023 and 2022. Industry classifications below are based on our interpretation of the Federal Loan Classification codes as they pertain to each individual loan.

**Table 20: Commercial Loans by Industry**

<i>(Percentage of portfolio)</i>	December 31, 2023	December 31, 2022
<b>Industry Classification:<sup>(1)</sup></b>		
Finance	31%	31 %
Real Estate & Construction <sup>(2)</sup>	30	31
Government & Education	8	8
Health Care & Pharmaceuticals	6	5
Commercial Services	4	4
Technology, Telecommunications & Media	2	3
Oil, Gas & Pipelines	3	3
Other	16	15
Total	100 %	100 %

<sup>(1)</sup> Beginning in the third quarter of 2023, we made reporting presentation changes to classify loans based on regulatory loan classifications rather than the North American Industry Classification System codes previously utilized. Prior period amounts presented have been reclassified to conform to the current period presentation.

<sup>(2)</sup> The funded balance for commercial office real estate held for investment totaled \$2.3 billion, or 3% and \$4.0 billion, or 4%, as of December 31, 2023 and 2022, respectively. Commercial office real estate exposure does not include loans in our healthcare real estate business secured by medical office properties and loans to office real estate investment trusts or real estate investment funds.

## Credit Risk Measurement

We closely monitor economic conditions and loan performance trends to assess and manage our exposure to credit risk. Trends in delinquency rates are the key credit quality indicator for our credit card and retail banking loan portfolios as changes in delinquency rates can provide an early warning of changes in potential future credit losses. The key indicator we monitor when assessing the credit quality and risk of our auto loan portfolio is borrower credit scores as they provide insight into borrower risk profiles, which give indications of potential future credit losses. The key credit quality indicator for our commercial loan portfolios is our internal risk ratings as we generally classify loans that have been delinquent for an extended period of time and other loans with significant risk of loss as nonperforming. In addition to these credit quality indicators, we also manage and monitor other credit quality metrics such as level of nonperforming loans and net charge-off rates.

We underwrite most consumer loans using proprietary models, which typically include credit bureau data, such as borrower credit scores, application information and, where applicable, collateral and deal structure data. We continuously adjust our management of credit lines and collection strategies based on customer behavior and risk profile changes. We also use borrower credit scores for subprime classification, for competitive benchmarking and, in some cases, to drive product segmentation decisions.

Table 21 provides details on the credit scores of our domestic credit card and auto loan portfolios as of December 31, 2023 and 2022.

**Table 21: Credit Score Distribution**

*(Percentage of portfolio)*

	December 31, 2023	December 31, 2022
<b>Domestic credit card—Refreshed FICO scores:<sup>(1)</sup></b>		
Greater than 660	68 %	69 %
660 or below	32	31
Total	100 %	100 %
<b>Auto—At origination FICO scores:<sup>(2)</sup></b>		
Greater than 660	53 %	53 %
621 - 660	20	20
620 or below	27	27
Total	100 %	100 %

<sup>(1)</sup> Percentages represent period-end loans held for investment in each credit score category. Domestic Card credit scores generally represent FICO scores. These scores are obtained from one of the major credit bureaus at origination and are refreshed monthly thereafter. We approximate non-FICO credit scores to comparable FICO scores for consistency purposes. Balances for which no credit score is available or the credit score is invalid are included in the 660 or below category.

<sup>(2)</sup> Percentages represent period-end loans held for investment in each credit score category. Auto credit scores generally represent average FICO scores obtained from three credit bureaus at the time of application and are not refreshed thereafter. Balances for which no credit score is available or the credit score is invalid are included in the 620 or below category.

In our commercial loan portfolio, we assign internal risk ratings to loans based on relevant information about the ability of the borrowers to repay their debt. In determining the risk rating of a particular loan, some of the factors considered are the borrower's current financial condition, historical and projected future credit performance, prospects for support from financially responsible guarantors, the estimated realizable value of any collateral and current economic trends.

We present information in the section below on the credit performance of our loan portfolio, including the key metrics we use in tracking changes in the credit quality of our loan portfolio. See "Item 8. Financial Statements and Supplementary Data—Note 3—Loans" for additional credit quality information and see "Item 8. Financial Statements and Supplementary Data—Note 1—Summary of Significant Accounting Policies" for information on our accounting policies for delinquent and nonperforming loans, charge-offs and loan modifications and restructurings for each of our loan categories.

### Delinquency Rates

We consider the entire balance of an account to be delinquent if the minimum required payment is not received by the customer's due date, measured at each balance sheet date. Our 30+ day delinquency metrics include all loans held for investment that are 30 or more days past due, whereas our 30+ day performing delinquency metrics include all loans held for investment that are 30 or more days past due but are currently classified as performing and accruing interest. The 30+ day

delinquency and 30+ day performing delinquency metrics are the same for domestic credit card loans, as we continue to classify these loans as performing until the account is charged off, typically when the account is 180 days past due. See “Item 8. Financial Statements and Supplementary Data—Note 1—Summary of Significant Accounting Policies” for information on our policies for classifying loans as nonperforming for each of our loan categories. We provide additional information on our credit quality metrics in “Business Segment Financial Performance.”

Table 22 presents our 30+ day performing delinquency rates and 30+ day delinquency rates of our portfolio of loans held for investment, by portfolio segment, as of December 31, 2023 and 2022.

**Table 22: 30+ Day Delinquencies**

<i>(Dollars in millions)</i>	December 31, 2023				December 31, 2022			
	30+ Day Performing Delinquencies		30+ Day Delinquencies		30+ Day Performing Delinquencies		30+ Day Delinquencies	
	Amount	Rate <sup>(1)</sup>	Amount	Rate <sup>(1)</sup>	Amount	Rate <sup>(1)</sup>	Amount	Rate <sup>(1)</sup>
<b>Credit Card:</b>								
Domestic credit card	\$ 6,806	4.61 %	\$ 6,806	4.61 %	\$ 4,515	3.43 %	\$ 4,515	3.43 %
International card businesses	321	4.67	329	4.77	248	4.03	254	4.13
Total credit card	7,127	4.61	7,135	4.62	4,763	3.46	4,769	3.46
<b>Consumer Banking:</b>								
Auto	4,696	6.34	5,307	7.16	4,402	5.62	4,906	6.26
Retail banking	17	1.19	33	2.40	16	1.02	34	2.22
Total consumer banking	4,713	6.25	5,340	7.08	4,418	5.53	4,940	6.18
<b>Commercial Banking:</b>								
Commercial and multifamily real estate	—	—	121	0.35	1	—	36	0.10
Commercial and industrial	55	0.10	181	0.32	78	0.14	281	0.49
Total commercial banking	55	0.06	302	0.33	79	0.08	317	0.33
Total	\$ 11,895	3.71	\$ 12,777	3.99	\$ 9,260	2.96	\$ 10,026	3.21

<sup>(1)</sup> Delinquency rates are calculated by dividing delinquency amounts by period-end loans held for investment for each specified loan category.

Table 23 presents our 30+ day delinquent loans held for investment, by aging and geography, as of December 31, 2023 and 2022

**Table 23: Aging and Geography of 30+ Day Delinquent Loans**

<i>(Dollars in millions)</i>	December 31, 2023		December 31, 2022	
	Amount	Rate <sup>(1)</sup>	Amount	Rate <sup>(1)</sup>
<b>Delinquency status:</b>				
30 – 59 days	\$ 5,367	1.68 %	\$ 4,666	1.50 %
60 – 89 days	3,119	0.97	2,511	0.80
≥ 90 days	4,291	1.34	2,849	0.91
Total	\$ 12,777	3.99 %	\$ 10,026	3.21 %
<b>Geographic region:</b>				
Domestic	\$ 12,448	3.89 %	\$ 9,772	3.13 %
International	329	0.10	254	0.08
Total	\$ 12,777	3.99 %	\$ 10,026	3.21 %

<sup>(1)</sup> Delinquency rates are calculated by dividing delinquency amounts by total period-end loans held for investment.



Table 24 summarizes loans that were 90+ days delinquent, in regards to interest or principal payments, and still accruing interest as of December 31, 2023 and 2022. These loans consist primarily of credit card accounts between 90 days and 179 days past due. As permitted by regulatory guidance issued by the FFIEC, we continue to accrue interest and fees on domestic credit card loans through the date of charge off, which is typically in the period the account becomes 180 days past due.

**Table 24: 90+ Day Delinquent Loans Accruing Interest**

<i>(Dollars in millions)</i>	December 31, 2023		December 31, 2022	
	Amount	Rate <sup>(1)</sup>	Amount	Rate <sup>(1)</sup>
<b>Loan category:</b>				
Credit card	\$ 3,499	2.26 %	\$ 2,240	1.63 %
Commercial banking	55	0.06	—	—
Total	<u>\$ 3,554</u>	<u>1.11</u>	<u>\$ 2,240</u>	<u>0.72</u>
<b>Geographic region:</b>				
Domestic	\$ 3,422	1.09	\$ 2,135	0.70
International	132	1.91	105	1.71
Total	<u>\$ 3,554</u>	<u>1.11</u>	<u>\$ 2,240</u>	<u>0.72</u>

<sup>(1)</sup> Delinquency rates are calculated by dividing delinquency amounts by period-end loans held for investment for each specified loan category.

**Nonperforming Loans and Nonperforming Assets**

Nonperforming loans include loans that have been placed on nonaccrual status. Nonperforming assets consist of nonperforming loans, repossessed assets and other foreclosed assets. See “Item 8. Financial Statements and Supplementary Data—Note 1—Summary of Significant Accounting Policies” for information on our policies for classifying loans as nonperforming for each of our loan categories.

Table 25 presents our nonperforming loans, by portfolio segment, and other nonperforming assets as of December 31, 2023 and 2022. We do not classify loans held for sale as nonperforming. We provide additional information on our credit quality metrics in “Business Segment Financial Performance.”

**Table 25: Nonperforming Loans and Other Nonperforming Assets<sup>(1)</sup>**

<i>(Dollars in millions)</i>	December 31, 2023		December 31, 2022	
	Amount	Rate	Amount	Rate
<b>Nonperforming loans held for investment:<sup>(2)</sup></b>				
<b>Credit Card:</b>				
International card businesses	\$ 9	0.13 %	\$ 9	0.14 %
Total credit card	<u>9</u>	<u>0.01</u>	<u>9</u>	<u>0.01</u>
<b>Consumer Banking:</b>				
Auto	712	0.96	595	0.76
Retail banking	46	3.36	39	2.49
Total consumer banking	<u>758</u>	<u>1.00</u>	<u>634</u>	<u>0.79</u>
<b>Commercial Banking:</b>				
Commercial and multifamily real estate	425	1.23	271	0.72
Commercial and industrial	336	0.60	430	0.75
Total commercial banking	<u>761</u>	<u>0.84</u>	<u>701</u>	<u>0.74</u>
Total nonperforming loans held for investment <sup>(3)</sup>	<u>1,528</u>	<u>0.48</u>	<u>1,344</u>	<u>0.43</u>
Other nonperforming assets <sup>(4)</sup>	62	0.02	61	0.02
Total nonperforming assets	<u>\$ 1,590</u>	<u>0.50</u>	<u>\$ 1,405</u>	<u>0.45</u>

<sup>(1)</sup> We recognized interest income for loans classified as nonperforming of \$91 million and \$66 million in 2023 and 2022, respectively.

- <sup>(2)</sup> Nonperforming loan rates are calculated based on nonperforming loans for each category divided by period-end total loans held for investment for each respective category.
- <sup>(3)</sup> Excluding the impact of domestic credit card loans, nonperforming loans as a percentage of total loans held for investment was 0.88% and 0.74% as of December 31, 2023 and 2022, respectively.
- <sup>(4)</sup> The denominators used in calculating nonperforming asset rates consist of total loans held for investment and other nonperforming assets.

### Net Charge-Offs

Net charge-offs consist of the amortized cost basis, excluding accrued interest, of loans held for investment that we determine to be uncollectible, net of recovered amounts. We charge off loans as a reduction to the allowance for credit losses when we determine the loan is uncollectible and record subsequent recoveries of previously charged off amounts as increases to the allowance for credit losses. Uncollectible finance charges and fees are reversed through revenue and certain fraud losses are recorded in other non-interest expense. Generally, costs to recover charged off loans are recorded as collection expenses as incurred and are included in our consolidated statements of income as a component of other non-interest expense. Our charge-off policy for loans varies based on the loan type. See "Item 8. Financial Statements and Supplementary Data—Note 1—Summary of Significant Accounting Policies" for information on our charge-off policy for each of our loan categories.

Table 26 presents our net charge-off amounts and rates, by portfolio segment, in 2023, 2022 and 2021.

**Table 26: Net Charge-Offs (Recoveries)**

<i>(Dollars in millions)</i>	Year Ended December 31,					
	2023		2022		2021	
	Amount	Rate <sup>(1)</sup>	Amount	Rate <sup>(1)</sup>	Amount	Rate <sup>(1)</sup>
<b>Credit Card:</b>						
Domestic credit card	\$ 6,164	4.56 %	\$ 2,833	2.47 %	\$ 1,820	1.90 %
International card businesses	308	4.84	215	3.65	136	1.96
Total credit card	6,472	4.57	3,048	2.53	1,956	1.90
<b>Consumer Banking:</b>						
Auto	1,308	1.72	784	1.00	200	0.28
Retail banking	56	3.89	70	4.24	76	2.77
Total consumer banking	1,364	1.76	854	1.06	276	0.37
<b>Commercial Banking:</b>						
Commercial and multifamily real estate	489	1.34	—	—	8	0.03
Commercial and industrial	89	0.16	71	0.13	(6)	(0.01)
Total commercial banking	578	0.62	71	0.08	2	—
Total net charge-offs	\$ 8,414	2.70	\$ 3,973	1.36	\$ 2,234	0.88
Average loans held for investment	\$ 311,541		\$ 292,238		\$ 252,730	

- <sup>(1)</sup> Net charge-off rates are calculated by dividing net charge-offs by average loans held for investment for the period for each loan category.

### **Financial Difficulty Modifications to Borrowers**

We adopted ASU No. 2022-02, Financial Instruments - Credit Losses (Topic 326): *Troubled Debt Restructurings and Vintage Disclosures* on January 1, 2023. The ASU eliminates the accounting guidance for troubled debt restructurings (“TDR”) and establishes disclosure requirements for certain loan refinancing and restructurings for borrowers experiencing financial difficulty, which results in a more than insignificant impact to the timing or amount of contractual cash flows.

Prior to the adoption of ASU 2022-02, a modification was deemed a TDR when the contractual terms of a loan agreement were modified by granting a concession to a borrower experiencing financial difficulty. ASU 2022-02 eliminated the concession requirement for modifications. After the adoption of ASU 2022-02, a financial difficulty modification (“FDM”) occurs when a modification in the form of principal forgiveness, interest rate reduction, an other-than-insignificant payment delay, a term extension or a combination of these modifications is granted to a borrower experiencing financial difficulty.

The types of modifications we offer to borrowers experiencing financial difficulty have not changed as a result of the adoption of ASU 2022-02. As part of our loss mitigation efforts, we may provide short-term (one to twelve months) or long-term (greater than twelve months) modifications to a borrower experiencing financial difficulty to improve long-term collectability of the loan and to avoid the need for repossession or foreclosure of collateral.

We consider the impact of all loan modifications, including FDMs, when estimating the credit quality of our loan portfolio and establishing allowance levels. For our Commercial Banking customers, loan modifications are also considered in the assignment of an internal risk rating.

In our Credit Card business, the majority of our FDMs receive an interest rate reduction and are placed on a fixed payment plan not exceeding 60 months. If the customer does not comply with the modified payment terms, then the credit card loan agreement may revert to its original payment terms, generally resulting in any loan outstanding being reflected in the appropriate delinquency category and charged off in accordance with our standard charge-off policy.

In our Consumer Banking business, the majority of our FDMs receive an extension, an interest rate reduction, principal reduction, or a combination of these modifications.

In our Commercial Banking business, the majority of our FDMs receive an extension. A portion of FDMs receive an interest rate reduction, principal reduction, or a combination of modifications.

For additional information on accounting standards adopted during the year ended December 31, 2023, see Item 8. Financial Statements and Supplementary Data—Note 1—Summary of Significant Accounting Policies.” For more information on FDMs in 2023 and TDRs in 2022, see Item 8. Financial Statements and Supplementary Data—Note 3—Loans.”

### **Allowance for Credit Losses and Reserve for Unfunded Lending Commitments**

Our allowance for credit losses represents management’s current estimate of expected credit losses over the contractual terms of our loans held for investment as of each balance sheet date. Expected recoveries of amounts previously charged off or expected to be charged off are recognized within the allowance. We also estimate expected credit losses related to unfunded lending commitments that are not unconditionally cancellable. The provision for losses on unfunded lending commitments is included in the provision for credit losses in our consolidated statements of income and the related reserve for unfunded lending commitments is included in other liabilities on our consolidated balance sheets. We provide additional information on the methodologies and key assumptions used in determining our allowance for credit losses in “Item 8. Financial Statements and Supplementary Data—Note 1—Summary of Significant Accounting Policies.”

Table 27 presents changes in our allowance for credit losses and reserve for unfunded lending commitments for 2023 and 2022, and details by portfolio segment for the provision for credit losses, charge-offs and recoveries.

**Table 27: Allowance for Credit Losses and Reserve for Unfunded Lending Commitments Activity**

(Dollars in millions)	Credit Card			Consumer Banking			Commercial Banking	Total
	Domestic Card	International Card Businesses	Total Credit Card	Auto	Retail Banking	Total Consumer Banking		
<b>Allowance for credit losses:</b>								
Balance as of December 31, 2021	\$ 7,968	\$ 377	\$ 8,345	\$ 1,852	\$ 66	\$ 1,918	\$ 1,167	\$ 11,430
Charge-offs	(4,004)	(358)	(4,362)	(1,525)	(89)	(1,614)	(88)	(6,064)
Recoveries <sup>(1)</sup>	1,171	143	1,314	741	19	760	17	2,091
Net charge-offs	(2,833)	(215)	(3,048)	(784)	(70)	(854)	(71)	(3,973)
Provision for credit losses	4,020	245	4,265	1,119	54	1,173	362	5,800
Allowance build (release) for credit losses	1,187	30	1,217	335	(16)	319	291	1,827
Other changes <sup>(2)</sup>	10	(27)	(17)	—	—	—	—	(17)
Balance as of December 31, 2022	9,165	380	9,545	2,187	50	2,237	1,458	13,240
<b>Reserve for unfunded lending commitments:</b>								
Balance as of December 31, 2021	—	—	—	—	—	—	165	165
Provision for losses on unfunded lending commitments	—	—	—	—	—	—	53	53
Balance as of December 31, 2022	—	—	—	—	—	—	218	218
<b>Combined allowance and reserve as of December 31, 2022</b>	<b>\$ 9,165</b>	<b>\$ 380</b>	<b>\$ 9,545</b>	<b>\$ 2,187</b>	<b>\$ 50</b>	<b>\$ 2,237</b>	<b>\$ 1,676</b>	<b>\$ 13,458</b>
<b>Allowance for credit losses:</b>								
Balance as of December 31, 2022	\$ 9,165	\$ 380	\$ 9,545	\$ 2,187	\$ 50	\$ 2,237	\$ 1,458	\$ 13,240
Cumulative effects of accounting standards adoption <sup>(3)</sup>	(40)	(23)	(63)	—	—	—	—	(63)
Balance as of January 1, 2023	9,125	357	9,482	2,187	50	2,237	1,458	13,177
Charge-offs	(7,348)	(439)	(7,787)	(2,252)	(75)	(2,327)	(588)	(10,702)
Recoveries <sup>(1)</sup>	1,184	131	1,315	944	19	963	10	2,288
Net charge-offs	(6,164)	(308)	(6,472)	(1,308)	(56)	(1,364)	(578)	(8,414)
Provision for credit losses	8,268	383	8,651	1,123	46	1,169	665	10,485
Allowance build (release) for credit losses	2,104	75	2,179	(185)	(10)	(195)	87	2,071
Other changes <sup>(2)</sup>	32	16	48	—	—	—	—	48
Balance as of December 31, 2023	11,261	448	11,709	2,002	40	2,042	1,545	15,296
<b>Reserve for unfunded lending commitments:</b>								
Balance as of December 31, 2022	—	—	—	—	—	—	218	218
Provision for losses on unfunded lending commitments	—	—	—	—	—	—	(60)	(60)
Balance as of December 31, 2023	—	—	—	—	—	—	158	158
<b>Combined allowance and reserve as of December 31, 2023</b>	<b>\$ 11,261</b>	<b>\$ 448</b>	<b>\$ 11,709</b>	<b>\$ 2,002</b>	<b>\$ 40</b>	<b>\$ 2,042</b>	<b>\$ 1,703</b>	<b>\$ 15,454</b>

<sup>(1)</sup> The amount and timing of recoveries are impacted by our collection strategies, which are based on customer behavior and risk profile and include direct customer communications, repossession of collateral, the periodic sale of charged off loans as well as additional strategies, such as litigation.

<sup>(2)</sup> Primarily represents the initial allowance for purchased credit-deteriorated ("PCD") loans and foreign currency translation adjustments. The initial allowance of PCD loans was \$32 million and \$10 million for the years ended December 31, 2023 and 2022, respectively.

<sup>(3)</sup> Impact from the adoption of ASU No. 2022-02, *Financial Instruments - Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures* as of January 1, 2023.

#### Allowance Coverage Ratios for Specified Loan Category

Our allowance for credit losses increased by \$2.1 billion to \$15.3 billion as of December 31, 2023 compared to 2022 and our allowance coverage ratio increased by 53 bps to 4.77% as of December 31, 2023 compared to 2022.

The ratio of the allowance for credit losses divided by total nonperforming loans held for investment of \$1.5 billion and \$1.3 billion as of December 31, 2023 and 2022, respectively, increased by 16% to 1,001% as of December 31, 2023 from 985% as of December 31, 2022. Excluding the impact of the allowance for credit losses related to Domestic Card of \$11.3 billion and \$9.2 billion as of December 31, 2023 and 2022, respectively, this ratio decreased by 39% to 264% as of December 31, 2023 from 303% as of December 31, 2022. The increase in the ratio for the allowance for credit losses divided by total

nonperforming loans was driven by an increase in our allowance for credit losses partially offset by an increase in nonperforming loans. The decrease in the ratio of allowance for credit losses divided by nonperforming loans excluding the impact of Domestic Card was driven by an increase in nonperforming loans.

## LIQUIDITY RISK PROFILE

We manage our funding and liquidity risk in an integrated manner in support of the current and future cash flow needs of our business. We maintained liquidity reserves of \$120.7 billion and \$106.6 billion as of December 31, 2023 and 2022, respectively, as shown in Table 28 below. Included in liquidity reserves are cash and cash equivalents, investment securities and FHLB borrowing capacity secured by loans.

As of December 31, 2023, we had available issuance capacity of \$42.0 billion under shelf registrations associated with our credit card and auto loan securitization programs. We also maintain a shelf registration that enables us to issue an indeterminate amount of senior or subordinated debt securities, preferred stock, depository shares, common stock, purchase contracts, warrants and units. Our ability to issue under each shelf registration is subject to market conditions.

Finally, as of December 31, 2023, we had access to available contingent liquidity sources totaling \$99.1 billion through pledged collateral, including a portion of the investment securities included in the liquidity reserve amount above, at the Federal Reserve Discount Window, the Fixed Income Clearing Corporation—Government Securities Division (“FICC—GSD”), FHLB and the Bank Term Funding Program (“BTFFP”).

As of December 31, 2023 and 2022, our funding sources totaled \$398.3 billion and \$381.7 billion, respectively, primarily comprised of consumer deposits, as shown in “Consolidated Balance Sheets Analysis—Funding Sources Composition.”

Our liquidity reserves, borrowing capacity, contingent liquidity sources and total funding sources are all discussed in more detail in the following sections.

Table 28 below presents the composition of our liquidity reserves as of December 31, 2023 and 2022.

**Table 28: Liquidity Reserves**

*(Dollars in millions)*

	December 31, 2023	December 31, 2022
Cash and cash equivalents	\$ 43,297	\$ 30,856
Securities available for sale	79,117	76,919
FHLB borrowing capacity secured by loans	5,205	6,436
Outstanding FHLB advances and letters of credit secured by loans and investment securities	(50)	(51)
Other encumbrances of investment securities	(6,917)	(7,583)
Total liquidity reserves	<u>\$ 120,652</u>	<u>\$ 106,577</u>

Our liquidity reserves increased by \$14.1 billion to \$120.7 billion as of December 31, 2023 from December 31, 2022, primarily due to increases in cash and cash equivalents. In addition to these liquidity reserves, we maintain access to a diversified mix of funding sources as discussed in the “Borrowing Capacity” and “Funding” sections below. See “Risk Management” for additional information on our management of liquidity risk.

**Liquidity Coverage Ratio**

We are subject to the LCR Rule as implemented by the Federal Reserve and the OCC. The LCR Rule requires each of the Company and the Bank to calculate its respective LCR daily. It also requires the Company to publicly disclose, on a quarterly basis, its LCR, certain related quantitative liquidity metrics, and a qualitative discussion of its LCR. Our average LCR during the fourth quarter of 2023 was 167%, which exceeded the LCR Rule requirement of 100%. The calculation and the underlying components are based on our interpretations, expectations and assumptions of relevant regulations, as well as interpretations provided by our regulators, and are subject to change based on changes to future regulations and interpretations. See “Part I—Item 1. Business—Supervision and Regulation” for additional information.

**Net Stable Funding Ratio**

We are subject to the NSFR Rule as implemented by the Federal Reserve and the OCC. The NSFR Rule requires each of the Company and the Bank to maintain an NSFR of 100% on an ongoing basis. It also requires the Company to publicly disclose, on a semi-annual basis each second and fourth quarter, its NSFR, certain related quantitative liquidity metrics and qualitative discussion of its NSFR. Our average NSFR for each of the third and fourth quarters of 2023 was 135%, which exceeded the NSFR Rule requirement of 100%. The calculation and the underlying components are based on our interpretations, expectations and assumptions of the relevant regulations, as well as interpretations provided by our regulators, and are subject to change based on changes to future regulations and interpretations. See “Part I—Item 1. Business—Supervision and Regulation” for additional information.

**Borrowing Capacity**

We maintain a shelf registration with the SEC so that we may periodically offer and sell an indeterminate aggregate amount of senior or subordinated debt securities, preferred stock, depository shares, common stock, purchase contracts, warrants and units. There is no limit under this shelf registration to the amount or number of such securities that we may offer and sell, subject to market conditions. In addition, we also maintain a shelf registration associated with our credit card securitization trust that allows us to periodically offer and sell up to \$30 billion of securitized debt obligations and a shelf registration associated with our auto loan securitization trusts that allows us to periodically offer and sell up to \$25 billion of securitized debt obligations. The registered amounts under these shelf registration statements are subject to continuing review and change in the future, including as part of the routine renewal process. As of December 31, 2023, we had \$22.6 billion and \$19.4 billion of available issuance capacity in our credit card and auto loan securitization programs, respectively.

In addition to our issuance capacity under the shelf registration statements, we also have pledged collateral to support our access to FHLB advances, the Federal Reserve Discount Window, BTFP and FICC—GSD general collateral financing repurchase agreement service. For each of these programs, the ability to borrow utilizing these sources is dependent on meeting the respective membership requirements. Our borrowing capacity in each program is a function of the collateral the Bank has posted with each counterparty, including any respective haircuts applied to that collateral.

As of December 31, 2023, we pledged both loans and securities to the FHLB to secure a maximum borrowing capacity of \$32.1 billion, of which \$50 million was used. Our FHLB membership is supported by our investment in FHLB stock of \$18 million and \$15 million as of December 31, 2023 and 2022, respectively.

As a member of FICC—GSD, we have \$16.1 billion of readily available borrowing capacity secured by securities from our investment portfolio as of December 31, 2023. Our FICC—GSD membership is supported by our investment in Depository Trust and Clearing Corporation (“DTCC”) common stock of \$375 thousand as of both December 31, 2023 and 2022.

As of December 31, 2023, we pledged loans to secure a borrowing capacity of \$41.4 billion under the Federal Reserve Discount Window. Additionally, we pledged securities to secure a borrowing capacity of \$9.5 billion under the BTFP. Our membership with the Federal Reserve is supported by our investment in Federal Reserve stock, which totaled \$1.3 billion as of both December 31, 2023 and 2022.

## Deposits

Table 29 provides a comparison of average balances, interest expense and average deposits interest rates for December 31, 2023, 2022 and 2021.

**Table 29: Deposits Composition and Average Deposits Interest Rates**

	Year Ended December 31,								
	2023			2022			2021		
<i>(Dollars in millions)</i>	Average Balance	Interest Expense	Average Deposits Interest Rate	Average Balance	Interest Expense	Average Deposits Interest Rate	Average Balance	Interest Expense	Average Deposit Interest Rate
Interest-bearing checking accounts <sup>(1)</sup>	\$ 41,555	\$ 797	1.92 %	\$ 48,291	\$ 312	0.65 %	\$ 45,055	\$ 76	0.17 %
Saving deposits <sup>(2)</sup>	197,896	5,353	2.71	202,454	1,628	0.80	203,293	628	0.31
Time deposits	74,286	3,339	4.49	26,463	595	2.25	23,152	252	1.09
Total interest-bearing deposits	\$ 313,737	\$ 9,489	3.02	\$ 277,208	\$ 2,535	0.91	\$ 271,500	\$ 956	0.35

<sup>(1)</sup> Includes negotiable order of withdrawal accounts.

<sup>(2)</sup> Includes money market deposit accounts.

The FDIC limits the acceptance of brokered deposits to well-capitalized insured depository institutions and, with a waiver from the FDIC, to adequately-capitalized institutions. The Bank was well-capitalized, as defined under the federal banking regulatory guidelines, as of December 31, 2023 and 2022. See "Part I—Item 1. Business—Supervision and Regulation" for additional information. We provide additional information on the composition of deposits in "Consolidated Balance Sheets Analysis—Funding Sources Composition" and in "Item 8. Financial Statements and Supplementary Data—Note 8—Deposits and Borrowings."

## Funding

Our primary source of funding comes from insured retail deposits, as they are a relatively stable and lower cost source of funding. In addition to deposits, we raise funding through the issuance of senior and subordinated notes and securitized debt obligations, federal funds purchased, securities loaned or sold under agreements to repurchase and FHLB advances secured by certain portions of our loan and securities portfolios. A key objective in our use of these markets is to maintain access to a diversified mix of wholesale funding sources. See "Consolidated Balance Sheets Analysis—Funding Sources Composition" for additional information on our primary sources of funding.

In the normal course of business, we enter into various contractual obligations that may require future cash payments that affect our short-term and long-term liquidity and capital resource needs. Our future cash outflows primarily relate to deposits, borrowings and operating leases. The actual timing and amounts of future cash payments may vary over time due to a number of factors, such as early debt redemptions and changes in deposit balances.

As of December 31, 2023 and 2022, we held approximately \$64.2 billion and \$80.7 billion, respectively, of estimated uninsured deposits excluding any intercompany balances. These amounts are primarily comprised of checking and savings deposits. These estimated uninsured deposits comprised approximately 18% and 24% of our total deposits as of December 31, 2023 and 2022, respectively. We estimate our uninsured amounts based on methodologies and assumptions used for our "Consolidated Reports of Condition and Income" (FFIEC 031) filed with the Federal Banking Agencies.

Table 30 presents, by contractual maturity, the estimated uninsured portion of total time deposits as of December 31, 2023 and 2022. Our funding and liquidity management activities factor in the expected maturities of these deposits.

**Table 30: Amount of Uninsured Time Deposits by Contractual Maturity<sup>1</sup>**

<i>(Dollars in millions)</i>	December 31, 2023		December 31, 2022	
	Amount	% of Total	Amount	% of Total
Up to three months	\$ 4,784	53.2 %	\$ 87	4.3 %
> 3 months to 6 months	537	6.0	139	6.8
> 6 months to 12 months	2,095	23.3	1,098	54.0
> 12 months	1,577	17.5	708	34.9
Total	\$ 8,993	100.0 %	\$ 2,032	100.0 %

<sup>(1)</sup> Some customers have time deposits in excess of the federal deposit insurance limit, making a portion of the deposit uninsured. As of December 31, 2023 and 2022, the total time deposit amount with some portion in excess of the insured amount was \$15.8 billion and \$6.1 billion, respectively.

#### **Short-Term Borrowings and Long-Term Debt**

We access the capital markets to meet our funding needs through the issuance of senior and subordinated notes, securitized debt obligations and federal funds purchased and securities loaned or sold under agreements to repurchase. In addition, we have access to short-term and long-term FHLB advances secured by certain investment securities, multifamily real estate loans and commercial real estate loans.

Our short-term borrowings, which include those borrowings with an original contractual maturity of one year or less, typically consist of federal funds purchased, securities loaned or sold under agreements to repurchase or short-term FHLB advances, and do not include the current portion of long-term debt. Our short-term borrowings decreased by \$345 million to \$538 million as of December 31, 2023 from December 31, 2022 driven by a decrease in repurchase agreements.

Our long-term funding, which primarily consists of securitized debt obligations and senior and subordinated notes, increased by \$1.5 billion to \$49.3 billion as of December 31, 2023 from December 31, 2022 primarily driven by net issuances of senior unsecured debt and securitized debt obligations, partially offset by maturities of subordinated debt. We provide more information on our securitization activity in "Item 8. Financial Statements and Supplementary Data—Note 5—Variable Interest Entities and Securitizations" and on our borrowings in "Item 8. Financial Statements and Supplementary Data—Note 8—Deposits and Borrowings."



The following table summarizes issuances of securitized debt obligations, senior and subordinated notes, long term FHLB advances and their respective maturities or redemptions for the years ended December 31, 2023, 2022 and 2021.

**Table 31: Long-Term Debt Funding Activities**

(Dollars in millions)	Issuances			Maturities/Redemptions		
	Year Ended December 31,			Year Ended December 31,		
	2023	2022	2021	2023	2022	2021
Securitized debt obligations	\$ 3,300	\$ 9,750	\$ 6,250	\$ 2,483	\$ 7,060	\$ 3,442
Senior and subordinated notes	8,250	9,300	4,500	8,436	3,561	3,851
FHLB advances	—	12,000	—	—	12,000	—
Total	\$ 11,550	\$ 31,050	\$ 10,750	\$ 10,919	\$ 22,621	\$ 7,293

**Credit Ratings**

Our credit ratings impact our ability to access capital markets and our borrowing costs. For more information, see “Part I—Item 1A. Risk Factors under the heading “A downgrade in our credit ratings could significantly impact our liquidity, funding costs and access to the capital markets.”

Table 32 provides a summary of the credit ratings for the senior unsecured long-term debt of Capital One Financial Corporation and CONA as of December 31, 2023 and 2022.

**Table 32: Senior Unsecured Long-Term Debt Credit Ratings**

	December 31, 2023		December 31, 2022	
	Capital One Financial Corporation	CONA	Capital One Financial Corporation	CONA
Moody’s	Baa1	A3	Baa1	A3
S&P	BBB	BBB+	BBB	BBB+
Fitch	A-	A	A-	A

In connection with the agreement to acquire Discover, Standard & Poor’s (“S&P”) and Fitch Ratings (“Fitch”) have reaffirmed our credit ratings and Moody’s Investors Service (“Moody’s”) placed our credit rating on review for a downgrade. Moody’s said its review for downgrade may continue until the transaction has been completed.

## Other Commitments

In the normal course of business, we enter into other contractual obligations that may require future cash payments that affect our short-term and long-term liquidity and capital resource needs. Our other contractual obligations include lending commitments, leases, purchase obligations and other contractual arrangements.

As of December 31, 2023 and 2022, our total unfunded lending commitments were \$441.3 billion and \$409.3 billion, respectively, primarily consisting of credit card lines and loan commitments to customers of both our Commercial Banking and Consumer Banking businesses, as well as standby and commercial letters of credit. We generally manage the potential risk of unfunded lending commitments by limiting the total amount of arrangements, monitoring the size and maturity structure of these portfolios and applying the same credit standards for all of our credit activities. For additional information, refer to “Item 8. Financial Statements and Supplementary Data—Note 18—Commitments, Contingencies, Guarantees and Others” in this Report.

Our primary involvement with leases is in the capacity as a lessee where we lease premises to support our business. The majority of our leases are operating leases of office space, retail bank branches and cafés. Our operating leases expire at various dates through 2071, although some have extension or termination options. As of December 31, 2023 and 2022, we had \$1.5 billion and \$1.7 billion, respectively, in aggregate operating lease obligations, of which \$241 million will be due in the following 12 months. We provide more information on our lease activity in “Item 8. Financial Statements and Supplementary Data—Note 7—Premises, Equipment and Leases.”

We have purchase obligations that represent substantial agreements to purchase goods or receive services such as data management, media and other software and third-party services that are enforceable and legally binding and specify significant terms. As of December 31, 2023 and 2022, we had \$789 million and \$1.1 billion, respectively, in aggregate purchase obligation liabilities.

We also enter into various contractual arrangements that may require future cash payments, including short-term obligations such as trade payables, commitments to fund certain equity investments, obligations for pension and post-retirement benefit plans, and representation and warranty reserves. These arrangements are discussed in more detail in “Item 8. Financial Statements and Supplementary Data—Note 5—Variable Interest Entities and Securitizations,” “Item 8. Financial Statements and Supplementary Data—Note 14—Employee Benefit Plans” and “Item 8. Financial Statements and Supplementary Data—Note 18—Commitments, Contingencies, Guarantees and Others.”

---

## MARKET RISK PROFILE

---

Our primary market risk exposures include interest rate risk, foreign exchange risk and commodity pricing risk. We are exposed to market risk primarily from the following operations and activities:

- Traditional banking activities of deposit gathering and lending;
- Asset/liability management activities including the management of investment securities, short-term and long-term borrowings and derivatives;
- Foreign operations in the U.K. and Canada within our Credit Card business; and
- Customer accommodation activities within our Commercial Banking business.

We have enterprise-wide risk management policies and limits, approved by our Board of Directors, which govern our market risk management activities. Our objective is to manage our exposure to market risk in accordance with these policies and limits based on prevailing market conditions and long-term expectations. We provide additional information below about our primary sources of market risk, our market risk management strategies and the measures that we use to evaluate these exposures.

### Interest Rate Risk

Interest rate risk represents exposure to financial instruments whose values vary with the level or volatility of interest rates. We are exposed to interest rate risk primarily from the differences in the timing between the maturities or repricing of assets and liabilities. We manage our interest rate risk primarily by entering into interest rate swaps and other derivative instruments which could include caps, floors, options, futures and forward contracts.

We use various industry standard market risk measurement techniques and analyses to measure, assess and manage the impact of changes in interest rates on our net interest income and our economic value of equity and changes in foreign exchange rates on our non-dollar-denominated funding and non-dollar equity investments in foreign operations.

#### **Net Interest Income Sensitivity**

Our net interest income sensitivity measure estimates the impact of hypothetical instantaneous movements in interest rates relative to our baseline interest rate forecast on our projected 12-month net interest income. Net interest income sensitivity metrics are derived using the following key assumptions:

- In addition to our existing assets, liabilities and derivative positions, we incorporate expected future business growth assumptions. These assumptions include loan and deposit growth, pricing, plans for projected changes in our funding mix and our securities and cash position from our internal corporate outlook that is used in our financial planning process.
- The analysis assumes this forecast of expected future business growth remains unchanged between the baseline rate forecast and rate shock scenarios, including no changes to our interest rate risk management activities like securities and hedging actions.
- We incorporate the dynamic nature of deposit re-pricing, which includes pricing lags and changes in deposit beta and mix as interest rates change, and the prepayment sensitivity of our mortgage securities to the level of interest rates. In our models, deposit betas and mortgage security prepayments vary dynamically based on the level of interest rates and by product type.
- In instances where an interest rate scenario would result in a rate less than 0.00%, we assume a rate of 0% for that scenario. This assumption applies only to jurisdictions that do not have a practice of employing negative policy rates. In jurisdictions that have negative policy rates, we do not floor interest rates at 0.00%.

At the current level of interest rates, our net interest income is expected to increase in higher rate scenarios and decrease in lower rate scenarios. Our current sensitivity to both upward and downward shocks is largely unchanged as compared to December 31, 2022, as our asset mix shift toward credit card and interest-bearing cash balances, which repriced rapidly, was offset by an increase in deposit beta, which was driven by higher interest rates and mix shift toward higher rate deposit products. In the contexts used in this section, "beta" refers to the change in deposit rate paid relative to the federal funds rate.

As part of our ongoing evaluation of our interest rate risk modeling capabilities, we enhanced our mortgage prepayment model in the fourth quarter of 2023 to improve how we estimate the expected prepayment behavior across various interest rate scenarios. This enhancement had the effect of slowing down the forecasted prepayment speed when the underlying mortgage coupons on our existing mortgage securities are well below prevailing (market) mortgage rates, which resulted in slightly lower net interest income sensitivity as of December 31, 2023.

### ***Economic Value of Equity Sensitivity***

Our economic value of equity sensitivity measure estimates the impact of hypothetical instantaneous movements in interest rates on the net present value of our assets and liabilities, including derivative exposures. Economic value of equity sensitivity metrics are derived using the following key assumptions:

- The analysis includes only existing assets, liabilities and derivative positions and does not incorporate business growth assumptions or projected balance sheet changes.
- Similar to our net interest income sensitivity measure, we incorporate the dynamic nature of deposit repricing and attrition, which includes pricing lags and changes in deposit beta as interest rates change and the prepayment sensitivity of our mortgage securities to the level of interest rates. In our models, deposit betas and mortgage security prepayments vary dynamically based on the level of interest rates and by product type.
- Balance attrition assumptions for loans, including credit card, auto and commercial loans, remain unchanged between the baseline interest rate forecast and interest rate shock scenarios as those loans are mainly floating rate or shorter duration fixed rate loans and hence paydowns have a low sensitivity to the level of interest rates.
- For assets and liabilities with embedded optionality, such as mortgage securities and deposit balances, we utilize monte carlo simulations to assess economic value with industry-standard term structure modeling of interest rates.
- Our calculations of net present value apply appropriate spreads over the benchmark yield curve for select assets and liabilities to capture the inherent risks (including credit risk) to discount expected interest and principal cash flows.
- In instances where an interest rate scenario would result in a rate less than 0.00%, we assume a rate of 0% for that scenario. This assumption applies only to jurisdictions that do not have a practice of employing negative policy rates. In jurisdictions that have negative policy rates, we do not floor interest rates at 0.00%.

Our current economic value of equity sensitivity profile demonstrates that our economic value of equity decreases in higher interest rate scenarios and increases in lower interest rate scenarios. The decrease in higher rate scenarios is due to the declines in the projected value of our fixed rate assets being only partially offset by corresponding movements in the projected value of our deposits and other liabilities. The pace of economic value of equity decrease is larger for the +200 bps scenario as our deposits are assumed to reprice more rapidly in higher interest rate environments. Our current economic value of equity sensitivity became more negative in higher interest rate scenarios and more positive in lower interest rate scenarios as compared to December 31, 2022, primarily due to an increase in deposit beta driven by higher interest rates and mix shift towards higher rate deposit products, and a modeling change for our mortgage security prepayments forecast. As described above for net interest income sensitivity, the mortgage prepayment modeling change slowed down the prepayment speed forecast and increased the duration of the mortgage securities on our balance sheet, which resulted in a modestly more negative economic value of equity sensitivity in higher rate scenarios as of December 31, 2023.

Table 33 shows the estimated percentage impact on our projected baseline net interest income and our current economic value of equity calculated under the methodology described above as of December 31, 2023 and 2022.

**Table 33: Interest Rate Sensitivity Analysis**

	December 31, 2023	December 31, 2022
<b>Estimated impact on projected baseline net interest income:</b>		
+200 basis points	0.7 %	0.4 %
+100 basis points	0.8	0.8
+50 basis points	0.4	0.4
-50 basis points	(0.5)	(0.7)
-100 basis points	(0.9)	(1.3)
-200 basis points	(2.0)	(2.6)
<b>Estimated impact on economic value of equity:</b>		
+200 basis points	(8.4)	(4.3)
+100 basis points	(3.7)	(1.5)
+50 basis points	(1.8)	(0.7)
-50 basis points	1.6	0.4
-100 basis points	2.9	0.6
-200 basis points	4.0	(0.2)

In addition to these industry standard measures, we also consider the potential impact of alternative interest rate scenarios, such as larger rate shocks, higher than +/- 200 bps, as well as steepening and flattening yield curve scenarios in our internal interest rate risk management decisions. We also regularly review the sensitivity of our interest rate risk metrics to changes in our key modeling assumptions, such as our loan and deposit balance forecasts, mortgage prepayments and deposit repricing.

***Limitations of Market Risk Measures***

The interest rate risk models that we use in deriving these measures incorporate contractual information, internally-developed assumptions and proprietary modeling methodologies, which project borrower and depositor behavior patterns in certain interest rate environments. Other market inputs, such as interest rates, market prices and interest rate volatility, are also critical components of our interest rate risk measures. We regularly evaluate, update and enhance these assumptions, models and analytical tools as we believe appropriate to reflect our best assessment of the market environment and the expected behavior patterns of our existing assets and liabilities.

There are inherent limitations in any methodology used to estimate the exposure to changes in market interest rates. The sensitivity analysis described above contemplates only certain movements in interest rates and is performed at a particular point in time based on our existing balance sheet and, in some cases, expected future business growth and funding mix assumptions. The strategic actions that management may take to manage our balance sheet may differ significantly from our projections, which could cause our actual earnings and economic value of equity sensitivities to differ substantially from the above sensitivity analysis.

For further information on our interest rate exposures, see "Item 8. Financial Statements and Supplementary Data—Note 9—Derivative Instruments and Hedging Activities."

**Foreign Exchange Risk**

Foreign exchange risk represents exposure to changes in the values of current holdings and future cash flows denominated in other currencies. We are exposed to foreign exchange risk primarily from the intercompany funding denominated in pound sterling (“GBP”) and the Canadian dollar (“CAD”) that we provide to our businesses in the U.K. and Canada and net equity investments in those businesses. We are also exposed to foreign exchange risk due to changes in the dollar-denominated value of future earnings and cash flows from our foreign operations and from our Euro (“EUR”)-denominated borrowings.

Our non-dollar denominated intercompany funding and EUR-denominated borrowings expose our earnings to foreign exchange transaction risk. We manage these transaction risks by using forward foreign currency derivatives and cross-currency swaps to hedge our exposures. We measure our foreign exchange transaction risk exposures by applying a 1% U.S. dollar appreciation shock against the value of the non-dollar denominated intercompany funding and EUR-denominated borrowings and their related hedges, which shows the impact to our earnings from foreign exchange risk. Our nominal intercompany funding outstanding was 973 million GBP and 785 million GBP as of December 31, 2023 and 2022, respectively, and 1.6 billion CAD and 1.7 billion CAD as of December 31, 2023 and 2022, respectively. Our nominal EUR-denominated borrowings outstanding were 1.3 billion EUR as of both December 31, 2023 and 2022.

Our non-dollar equity investments in foreign operations expose our balance sheet and capital ratios to translation risk in AOCL. We manage our translation risk by entering into foreign currency derivatives designated as net investment hedges. We measure these exposures by applying a 30% U.S. dollar appreciation shock, which we believe approximates a significant adverse shock over a one-year time horizon, against the value of the equity invested in our foreign operations net of related net investment hedges where applicable. Our gross equity exposures in our U.K. and Canadian operations were 2.2 billion GBP and 1.9 billion GBP as of December 31, 2023 and 2022, respectively, and 2.4 billion CAD and 2.2 billion CAD as of December 31, 2023 and 2022, respectively.

As a result of our derivative management activities, we believe our net exposure to foreign exchange risk is minimal. For more information, see “Item 8. Financial Statements and Supplementary Data—Note 9—Derivative Instruments and Hedging Activities” and “Item 8. Financial Statements and Supplementary Data—Note 10—Stockholders’ Equity.”

**Risk related to Customer Accommodation Derivatives**

We offer interest rate, commodity and foreign currency derivatives as an accommodation to our customers within our Commercial Banking business. We offset the majority of the market risk of these customer accommodation derivatives by entering into offsetting derivatives transactions with other counterparties. We use value-at-risk (“VaR”) as the primary method to measure the market risk in our customer accommodation derivative activities on a daily basis. VaR is a statistical risk measure used to estimate the potential loss from movements observed in the recent market environment. We employ a historical simulation approach using the most recent 500 business days and use a 99 percent confidence level and a holding period of one business day. As a result of offsetting our customer exposures with other counterparties, we believe that our net exposure to market risk in our customer accommodation derivatives is minimal. For further information on our risk related to customer accommodation derivatives, see “Item 8. Financial Statements and Supplementary Data—Note 9—Derivative Instruments and Hedging Activities.”

**SUPPLEMENTAL TABLE**
**Table A—Net Charge-Offs**

<i>(Dollars in millions)</i>	Year Ended December 31,		
	2023	2022	2021
Average loans held for investment	\$ 311,541	\$ 292,238	\$ 252,730
Net charge-offs	8,414	3,973	2,234
Net charge-off rate	2.70 %	1.36 %	0.88 %

**Table B—Reconciliation of Non-GAAP Measures**

The following non-GAAP measure consists of our adjusted results that we believe helps investors and users of our financial information understand the effect of adjusting items on our selected reported results; however, it may not be comparable to similarly-titled measures reported by other companies. This adjusted result provides alternate measurements of our operating performance, both for the current period and trends across multiple periods. The following table presents reconciliations of the non-GAAP measure to the applicable amounts measured in accordance with U.S. GAAP. The non-GAAP measure below should not be viewed as a substitute for reported results determined in accordance with U.S. GAAP.

<i>(Dollars in millions, except as noted)</i>	December 31,		
	2023	2022	2021
<b>Adjusted operating efficiency ratio:</b>			
Operating expense (U.S. GAAP)	\$ 16,307	\$ 15,146	\$ 13,699
FDIC special assessment	(289)	—	—
Insurance recoveries and legal reserve activity	—	177	(100)
Restructuring charges	—	(72)	—
Adjusted operating expense (non-GAAP)	\$ 16,018	\$ 15,251	\$ 13,599
Adjusted net revenue (non-GAAP)	\$ 36,787	\$ 34,250	\$ 30,435
Operating efficiency ratio (U.S. GAAP)	44.33%	44.22%	45.01%
Impact of adjustments noted above	(79)bps	31bps	(33)bps
<b>Adjusted operating efficiency ratio (non-GAAP)</b>	<b>43.54%</b>	<b>44.53%</b>	<b>44.68%</b>

The following non-GAAP measures consist of TCE, tangible assets and metrics computed using these amounts, which include tangible book value per common share, return on average tangible assets, return on average TCE and TCE ratio. We consider these metrics to be key financial performance measures that management uses in assessing capital adequacy and the level of returns generated. While these non-GAAP measures are widely used by investors, analysts and bank regulatory agencies to assess the capital position of financial services companies, they may not be comparable to similarly-titled measures reported by other companies. The following table presents reconciliations of these non-GAAP measures to the applicable amounts measured in accordance with U.S. GAAP. These non-GAAP measures should not be viewed as a substitute for reported results determined in accordance with U.S. GAAP.

<i>(Dollars in millions, except as noted)</i>	December 31,		
	2023	2022	2021
<b>Tangible Common Equity (Period-End):</b>			
Stockholders' equity	\$ 58,089	\$ 52,582	\$ 61,029
Goodwill and other intangible assets <sup>(1)</sup>	(15,289)	(14,902)	(14,907)
Noncumulative perpetual preferred stock	(4,845)	(4,845)	(4,845)
<b>Tangible common equity</b>	<b>\$ 37,955</b>	<b>\$ 32,835</b>	<b>\$ 41,277</b>
<b>Tangible Common Equity (Average):</b>			
Stockholders' equity	\$ 55,195	\$ 55,125	\$ 62,556
Goodwill and other intangible assets <sup>(1)</sup>	(15,207)	(14,905)	(14,805)
Noncumulative perpetual preferred stock	(4,845)	(4,845)	(5,590)
<b>Tangible common equity</b>	<b>\$ 35,143</b>	<b>\$ 35,375</b>	<b>\$ 42,161</b>
<b>Return on Tangible Common Equity (Average):</b>			
Net income available to common stockholders	\$ 4,582	\$ 7,044	\$ 11,965
Tangible common equity (Average)	35,143	35,375	42,161
<b>Return on tangible common equity<sup>(2)</sup></b>	<b>13.04%</b>	<b>19.91%</b>	<b>28.39%</b>
<b>Tangible Assets (Period-End):</b>			
Total assets	\$ 478,464	\$ 455,249	\$ 432,381
Goodwill and other intangible assets <sup>(1)</sup>	(15,289)	(14,902)	(14,907)
<b>Tangible assets</b>	<b>\$ 463,175</b>	<b>\$ 440,347</b>	<b>\$ 417,474</b>
<b>Tangible Assets (Average):</b>			
Total assets	\$ 467,807	\$ 440,538	\$ 424,521
Goodwill and other intangible assets <sup>(1)</sup>	(15,207)	(14,905)	(14,805)
<b>Tangible assets</b>	<b>\$ 452,600</b>	<b>\$ 425,633</b>	<b>\$ 409,716</b>
<b>Return on Tangible Assets (Average):</b>			
Net income	\$ 4,887	\$ 7,360	\$ 12,390
Tangible assets (Average)	452,600	425,633	409,716
<b>Return on tangible assets<sup>(3)</sup></b>	<b>1.08%</b>	<b>1.73%</b>	<b>3.03%</b>
<b>TCE Ratio</b>			
Tangible common equity (Period-end)	\$ 37,955	\$ 32,835	\$ 41,277
Tangible Assets (Period-end)	463,175	440,347	417,474
<b>TCE Ratio<sup>(4)</sup></b>	<b>8.2%</b>	<b>7.5%</b>	<b>9.9%</b>
<b>Tangible Book Value per Common Share:</b>			
Tangible common equity (period-end)	\$ 37,955	\$ 32,835	\$ 41,277
Outstanding Common Shares	380.4	381.3	413.9
<b>Tangible book value per common share</b>	<b>\$ 99.78</b>	<b>\$ 86.11</b>	<b>\$ 99.74</b>

<sup>(1)</sup> Includes impact of related deferred taxes.

<sup>(2)</sup> Return on average tangible common equity is a non-GAAP measure calculated based on net income (loss) available to common stockholders less income (loss) from discontinued operations, net of tax, for the period, divided by average TCE.

<sup>(3)</sup> Return on average tangible assets is a non-GAAP measure calculated based on annualized income (loss) from continuing operations, net of tax, for the period divided by average tangible assets for the period.

<sup>(4)</sup> TCE ratio is a non-GAAP measure calculated based on TCE divided by period-end tangible assets.



---

**Glossary and Acronyms**

---

**2004 Plan:** The Amended and Restated 2004 Stock Incentive Plan.

**2022 Call Report:** Consolidated Reports of Condition and Income as of December 31, 2022.

**Allowance coverage ratio:** Allowance as a percentage of loans held for investment.

**Amortized cost:** The amount at which a financing receivable or investment is originated or acquired, adjusted for applicable accrued interest, accretion, or amortization of premium, discount, and net deferred fees or costs, collection of cash, write-offs, foreign exchange and fair value hedge accounting adjustments.

**AML Act:** Anti-Money Laundering Act of 2020, enacted as part of the National Defense Authorization Act, requires the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") to issue a number of rules that will update and expand the BSA's regulatory requirements.

**Annual Report:** References to "this Report" or our "2023 Form 10-K" or "2023 Annual Report" are to our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

**Bank:** Refers to (i) CONA from and after the Bank Merger and (ii) CONA and COBNA collectively prior to the Bank Merger.

**Bank Merger:** The merger of COBNA with and into CONA, with CONA as the surviving entity, that occurred on October 1, 2022.

**Basel Committee:** The Basel Committee on Banking Supervision.

**Basel III Capital Rules:** The regulatory capital requirements established by the Federal Banking Agencies in July 2013 to implement the Basel III capital framework developed by the Basel Committee as well as certain Dodd-Frank Act and other capital provisions.

**Basel III Finalization Proposal:** The notice of proposed rulemaking released by the Federal Banking Agencies on July 27, 2023 to revise the Basel III Capital Rules applicable to banking organizations with total assets of \$100 billion or more and their subsidiary depository institutions.

**Basel III standardized approach:** The Basel III Capital Rules modified Basel I to create the Basel III standardized approach.

**BHC Act:** The Bank Holding Company Act of 1956, as amended.

**Capital One Canada:** Capital One Bank (Canada Branch).

**Capital One** or the **Company:** Capital One Financial Corporation and its subsidiaries.

**Carrying value (with respect to loans):** The amount at which a loan is recorded on the consolidated balance sheets. For loans recorded at amortized cost, carrying value is the unpaid principal balance net of unamortized deferred loan origination fees and costs, and unamortized purchase premium or discount. For loans that are or have been on nonaccrual status, the carrying value is also reduced by any net charge-offs that have been recorded and the amount of interest payments applied as a reduction of principal under the cost recovery method. For credit card loans, the carrying value also includes interest that has been billed to the customer, net of any related reserves. Loans held for sale are recorded at either fair value (if we elect the fair value option) or at the lower of cost or fair value.

**CECL:** In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-13, Financial Instruments—Credit Losses (Topic 326): *Measurement of Credit Losses on Financial Instruments*. This ASU requires an impairment model (known as the CECL model) that is based on expected rather than incurred losses, with an anticipated result of more timely loss recognition. This guidance was effective for us on January 1, 2020.

**CECL Transition Election:** The optional five-year transition period provided to banking institutions to phase in the impact of the CECL standard on their regulatory capital.

**CECL Transition Rule:** A rule adopted by the Federal Banking Agencies and effective in 2020 that provides banking institutions an optional five-year transition period to phase in the impact of the CECL standard on their regulatory capital.

**COBNA:** Capital One Bank (USA), National Association, one of our wholly-owned subsidiaries through September 30, 2022, which offered credit card products along with other lending products and consumer services. On October 1, 2022, the Company completed the merger of COBNA with and into CONA, with CONA as the surviving entity.

**Common equity Tier 1 (“CET1”) capital:** CET1 capital primarily includes qualifying common shareholders’ equity, retained earnings and certain AOCI amounts less certain deductions for goodwill, intangible assets, and certain deferred tax assets.

**CONA:** Capital One, National Association, one of our wholly-owned subsidiaries, which offers a broad spectrum of banking products and financial services to consumers, small businesses and commercial clients.

**Contingency Funding Plan (“CFP”):** A plan that describes the Company’s event management process and management response plans to ensure that the Company is prepared to respond to a liquidity crisis and to maintain the liquidity necessary to fund normal operating requirements. The plan establishes liquidity monitoring, quantitative assessment (including sizing of potential access to alternative contingent liquidity resources, qualitative and quantitative triggers that would signal risk, the liquidity event management process, and annual testing of the different components of the CFP.

**Credit risk:** The risk to current or projected financial condition and resilience arising from an obligor’s failure to meet the terms of any contract with the Company or otherwise perform as agreed.

**Deposit Insurance Fund (“DIF”):** A fund maintained by the FDIC to provide insurance coverage for certain deposits. It is funded through assessments on banks.

**Derivative:** A contract or agreement whose value is derived from changes in interest rates, foreign exchange rates, prices of securities or commodities, credit worthiness for credit default swaps or financial or commodity indices.

**Discontinued operations:** The operating results of a component of an entity, as defined by Accounting Standards Codification 205, that are removed from continuing operations when that component has been disposed of or it is management’s intention to sell the component.

**Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (“Dodd-Frank Act”):** Regulatory reform legislation signed into law on July 21, 2010. This law broadly affects the financial services industry and contains numerous provisions aimed at strengthening the sound operation of the financial services sector.

**Exchange Act:** The Securities Exchange Act of 1934, as amended.

**Expanded Risk-Based Approach:** The proposed framework for calculating risk-weighted assets for credit risk, operational risk, credit valuation adjustment risk and market risk that was introduced by the Basel III Finalization Proposal.

**eXtensible Business Reporting Language (“XBRL”):** A language for the electronic communication of business and financial data.

**Federal Banking Agencies:** The Federal Reserve, Office of the Comptroller of the Currency and Federal Deposit Insurance Corporation.

**Federal Deposit Insurance Corporation (“FDIC”):** An independent U.S. governmental agency that administers the Deposit Insurance Fund.

**Federal Reserve:** The Board of Governors of the Federal Reserve System.

**FICO score:** A measure of consumer credit risk provided by credit bureaus, typically produced from statistical modeling software created by FICO (formerly known as “Fair Isaac Corporation”) utilizing data collected by the credit bureaus.

**Financial Difficulty Modification (“FDM”):** A FDM is deemed to occur when a loan modification is made to a borrower experiencing financial difficulty in the form of principal forgiveness, an interest rate reduction, an other-than-insignificant payment delay, a term extension, or a combination of these modifications in the current reporting period. FDMs became effective with the adoption of ASU 2022-02, *Financial Instruments - Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures* on January 1, 2023.

**Foreign exchange contracts:** Contracts that provide for the future receipt or delivery of foreign currency at previously agreed-upon terms.

**Framework:** The Capital One enterprise-wide risk management framework.

**GSE or Agency:** A government-sponsored enterprise or agency is a financial services corporation created by the United States Congress. Examples of U.S. government agencies include Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), Government National Mortgage Association ("Ginnie Mae") and the Federal Home Loan Banks ("FHLB").

**Interest method:** Method of amortization used to arrive at periodic interest income at a constant effective yield on the net investment in a financial asset.

**Interest rate sensitivity:** The exposure to interest rate movements.

**Interest rate swaps:** Contracts in which a series of interest rate flows in a single currency are exchanged over a prescribed period. Interest rate swaps are the most common type of derivative contract that we use in our asset/liability management activities.

**Investment grade:** Represents a Moody's long-term rating of Baa3 or better; and/or a S&P long-term rating of BBB- or better; and/or a Fitch long-term rating of BBB- or better; or if unrated, an equivalent rating using our internal risk ratings. Instruments that fall below these levels are considered to be non-investment grade.

**Investor entities:** Entities that invest in community development entities ("CDE") that provide debt financing to businesses and non-profit entities in low-income and rural communities.

**LCR Rule:** The final rules published by the Basel Committee and as implemented by the Federal Banking Agencies in 2014 for the Basel III Liquidity Coverage Ratio ("LCR") in the United States. The LCR is calculated by dividing the amount of an institution's high quality, unencumbered liquid assets by its estimated net cash outflow, as defined and calculated in accordance with the LCR Rule.

**Leverage ratio:** Tier 1 capital divided by average assets after certain adjustments, as defined by regulators.

**Liquidity risk:** The risk that the Company will not be able to meet its future financial obligations as they come due, or invest in future asset growth because of an inability to obtain funds at a reasonable price within a reasonable time.

**Loan-to-value ("LTV") ratio:** The relationship, expressed as a percentage, between the principal amount of a loan and the appraised value of the collateral securing the loan.

**LTD Proposal:** The proposed rule released by the Federal Banking Agencies on August 29, 2023 that would require banking organizations with \$100 billion or more in total assets to comply with certain long-term debt requirements and clean holding company requirements.

**Loss severity:** Loss given default.

**Managed presentation:** A non-GAAP presentation of business segment results derived from our internal management accounting and reporting process, which employs various allocation methodologies, including funds transfer pricing, to assign certain balance sheet assets, deposits and other liabilities and their related revenues and expenses directly or indirectly attributable to each business segment. The results of our individual businesses reflect the manner in which management evaluates performance and makes decisions about funding our operations and allocating resources and are intended to reflect each segment as if it were a stand-alone business.

**Market risk:** The risk that an institution's earnings or the economic value of equity could be adversely impacted by changes in interest rates, foreign exchange rates or other market factors.

**Master netting agreement:** An agreement between two counterparties that have multiple contracts with each other that provides for the net settlement of all contracts through a single payment in the event of default or termination of any one contract.

**Mortgage servicing rights (“MSRs”):** The right to service a mortgage loan when the underlying loan is sold or securitized. Servicing includes collections for principal, interest and escrow payments from borrowers and accounting for and remitting principal and interest payments to investors.

**Net charge-off rate:** Represents (annualized) net charge-offs divided by average loans held for investment for the period. Negative net charge-offs and related rates are captioned as net recoveries.

**Net interest margin:** Represents (annualized) net interest income divided by average interest-earning assets for the period.

**Nonperforming loans:** Generally include loans that have been placed on nonaccrual status. We do not report loans classified as held for sale as nonperforming.

**NSFR Rule:** The rule issued by the Federal Banking Agencies in October 2020 implementing the net stable funding ratio (“NSFR”). The NSFR measures the stability of our funding profile and requires us to maintain minimum amounts of stable funding to support our assets, commitments and derivatives exposures over a one-year period.

**Patriot Act:** The USA PATRIOT Act of 2001.

**PR Rules:** The U.S. prudential regulators’ margin rules for uncleared derivatives.

**Proposed CFPB Rule:** CFPB proposed rule to amend Regulation Z.

**Proxy Statement:** Proxy statement for the 2024 Annual Stockholder Meeting.

**Public Fund Deposits:** Deposits that are derived from a variety of political subdivisions such as school districts and municipalities.

**Purchase Plan:** Our Associate Stock Purchase Plan, which is a compensatory plan under the accounting guidance for stock-based compensation.

**Purchase volume:** Consists of purchase transactions, net of returns, for the period, and excludes cash advance and balance transfer transactions.

**Rating agency:** An independent agency that assesses the credit quality and likelihood of default of an issue or issuer and assigns a rating to that issue or issuer.

**Recovery Plan:** A plan that describes the Company’s approach for effectively responding to severely-adverse stress at both CONA and the Company. The Recovery Plan establishes qualitative and quantitative triggers for CONA and the Company that would signal the risk or existence of severely-adverse stress at the respective entity and identifies several specific remedial actions for recovery status that the Company can use to effectively respond to the stress environment. The Recovery Plan is separate from, but complementary to, the CFP.

**Repurchase agreement:** An instrument used to raise short-term funds whereby securities are sold with an agreement for the seller to buy back the securities at a later date.

**Restructuring charges:** Charges associated with the realignment of resources supporting various businesses, primarily consisting of severance and related benefits pursuant to our ongoing benefit programs and impairment of certain assets related to the business locations and/or activities being exited.

**Risk Committee:** The Risk Committee of the Board of Directors.

**Risk-weighted assets:** On- and off-balance sheet assets that are assigned to one of several broad risk categories and weighted by factors representing their risk and potential for default.

**Securitized debt obligations:** A type of asset-backed security and structured credit product constructed from a portfolio of fixed-income assets.

**Stress capital buffer requirement:** A component of our standardized approach capital conservation buffer, which is recalibrated annually based on the results of our supervisory stress tests.

**Stress Capital Buffer Rule:** The final rule issued by the Federal Reserve in March 2020 to implement the stress capital buffer requirement.

**Subprime:** For purposes of lending in our Credit Card business, we generally consider FICO scores of 660 or below, or other equivalent risk scores, to be subprime. For purposes of auto lending in our Consumer Banking business, we generally consider FICO scores of 620 or below to be subprime.

**Tangible common equity ("TCE"):** A non-GAAP financial measure calculated as common equity less goodwill and other intangible assets inclusive of any related deferred tax liabilities.

**Troubled debt restructuring ("TDR"):** A TDR is deemed to occur when the contractual terms of a loan agreement are modified by granting a concession to a borrower that is experiencing financial difficulty. The accounting guidance for TDRs was eliminated by ASU 2022-02, *Financial Instruments - Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures*, which we adopted as of January 1, 2023.

**Unfunded commitments:** Legally binding agreements to provide a defined level of financing until a specified future date.

**U.S. GAAP:** Accounting principles generally accepted in the United States of America. Accounting rules and conventions defining acceptable practices in preparing financial statements in the U.S.

**U.S. Real Gross Domestic Product ("GDP"):** An inflation-adjusted measure that reflects the value of all goods and services produced by an economy in a given year.

**Variable interest entity ("VIE"):** An entity that, by design, either (i) lacks sufficient equity to permit the entity to finance its activities without additional subordinated financial support from other parties; or (ii) has equity investors that do not have (a) the ability to make significant decisions relating to the entity's operations through voting rights, (b) the obligation to absorb the expected losses, and/or (c) the right to receive the residual returns of the entity.

**Virginia Financial Institution Holding Company Act:** Chapter 7 of Title 6.2 of the Code of Virginia governing the acquisition of interests in Virginia financial institutions.

---

**Acronyms**

---

**AI:** Artificial intelligence  
**ABS:** Asset-backed securities  
**ACL:** Allowance for credit losses  
**AML:** Anti-money laundering  
**AOI:** Accumulated other comprehensive income  
**ASU:** Accounting Standards Update  
**ATM:** Automated teller machine  
**AWS:** Amazon Web Services, Inc.  
**BHC:** Bank holding company  
**bps:** Basis points  
**BSA:** The Bank Secrecy Act  
**BTFP:** Bank Term Funding Program  
**CAD:** Canadian dollar  
**CAP:** Compliance Assurance Process  
**CCAR:** Comprehensive Capital Analysis and Review  
**CCP:** Central Counterparty Clearinghouse, or Central Clearinghouse  
**CDE:** Community development entities  
**CECL:** Current expected credit loss  
**CEO:** Chief Executive Officer  
**CET1:** Common equity Tier 1 capital  
**CFPB:** Consumer Financial Protection Bureau  
**CFTC:** Commodity Futures Trading Commission  
**CIBC:** Change in Bank Control Act  
**CIO:** Chief Information Officer  
**CIRCA:** Cyber Incident Reporting for Critical Infrastructure Act  
**CISA:** Cybersecurity and Infrastructure Security Agency  
**CISO:** Chief Information Security Officer  
**CMBS:** Commercial mortgage-backed securities  
**CME:** Chicago Mercantile Exchange  
**CPRA:** California Privacy Rights Act  
**COBNA:** Capital One Bank (USA), National Association  
**COEP:** Capital One (Europe) plc  
**COF:** Capital One Financial Corporation  
**CONA:** Capital One, National Association  
**COSO:** Committee of the Treadway Commission  
**CRA:** Community Reinvestment Act  
**CTRO:** Chief Technology Risk Officer  
**CVA:** Credit valuation adjustment  
**DCF:** Discounted cash flow  
**DEAST:** Dodd-Frank Act Stress Tests  
**DIB:** Diversity Inclusion and Belonging  
**DIF:** Deposit Insurance Fund  
**DRR:** Designated Reserve Ratio

**DTCC:** Depository Trust and Clearing Corporation  
**DVA:** Debit valuation adjustment  
**ECRP:** Enterprise Cyber Response Plan  
**EU:** European Union  
**EU GDPR:** EU General Data Protection Regulation  
**EUR:** Euro  
**Fannie Mae:** Federal National Mortgage Association  
**FASB:** Financial Accounting Standards Board  
**FCA:** U.K. Financial Conduct Authority  
**FCAC:** Financial Consumer Agency of Canada  
**FCM:** Futures commission merchant  
**FCRA:** Fair Credit Reporting Act  
**FDM:** Financial difficulty modification  
**FDIC:** Federal Deposit Insurance Corporation  
**FDICIA:** Federal Deposit Insurance Corporation Improvement Act of 1991  
**FFIEC:** Federal Financial Institutions Examination Council  
**FHC:** Financial Holding Company  
**FHLB:** Federal Home Loan Banks  
**FICC - GSD:** Fixed Income Clearing Corporation - Government Securities Division  
**FICO:** Fair Isaac Corporation  
**FinCEN:** Financial Crimes Enforcement Network  
**FINRA:** Financial Industry Regulatory Authority  
**FIS:** Fidelity Information Services  
**Fitch:** Fitch Ratings  
**Freddie Mac:** Federal Home Loan Mortgage Corporation  
**FVC:** Fair Value Committee  
**GAAP:** Generally accepted accounting principles in the U.S.  
**GBP:** Pound sterling  
**GDP:** U.S. Real Gross Domestic Product  
**Ginnie Mae:** Government National Mortgage Association  
**GLBA:** Gramm-Leach Bliley Act  
**G-SIB:** Global systemically important banks  
**GSE or Agency:** Government-sponsored enterprise  
**HFI:** Held for Investment  
**HQLA:** High-Quality Liquid Assets  
**ICE:** Intercontinental Exchange  
**IRM:** Independent Risk Management  
**IRS:** Internal Revenue Service  
**LCH:** LCH Group  
**LCR:** Liquidity coverage ratio  
**LLC:** Limited liability company  
**LTV:** Loan-to-Value  
**Moody's:** Moody's Investors Service  
**MSRs:** Mortgage servicing rights  
**NSFR:** Net stable funding ratio

**NYSE:** New York Stock Exchange  
**OCC:** Office of the Comptroller of the Currency  
**OCI:** Other comprehensive income  
**OFAC:** Office of Foreign Assets Control  
**OPC:** Canada's Office of Privacy Commissioner  
**OSFI:** Office of the Superintendent of Financial Institutions  
**OTC:** Over-the-counter  
**PCA:** Prompt corrective action  
**PCAOB:** Public Company Accounting Oversight Board  
**PCCR:** Purchased credit card relationship  
**PCD:** Purchased Credit-Deteriorated  
**PIPEDA:** Personal Information Protection and Electronic Document Act  
**PPI:** Payment protection insurance  
**PSU:** Performance share units  
**RMBS:** Residential mortgage-backed securities  
**ROU:** Right-of-use  
**RSU:** Restricted stock unit  
**S&P:** Standard & Poor's  
**SEC:** U.S. Securities and Exchange Commission  
**SOFR:** Secured Overnight Financing Rate  
**TCE:** Tangible common equity  
**TDR:** Troubled debt restructuring  
**TILA:** Truth in Lending Act  
**TSYS:** Total System Services LLC  
**U.K.:** United Kingdom  
**U.K. GDPR:** U.K. General Data Protection Regulation  
**U.S.:** United States of America  
**USD:** United States Dollar  
**VAC:** Valuations Advisory Committee  
**VaR:** Value-At-Risk  
**VIE:** Variable interest entity  
**VOE:** Voting interest entity  
**XBRL:** Extensible business reporting language



**Item 7A. Quantitative and Qualitative Disclosures about Market Risk**

For a discussion of the quantitative and qualitative disclosures about market risk, see “Item 7. MD&A—Market Risk Profile.”

**Item 8. Financial Statements and Supplementary Data**

	<b>Page</b>
Management's Report on Internal Control Over Financial Reporting	122
Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting (PCAOB ID 42)	123
Report of Independent Registered Public Accounting Firm on the Consolidated Financial Statements (PCAOB ID 42)	124
Consolidated Financial Statements	127
Consolidated Statements of Income	127
Consolidated Statements of Comprehensive Income	128
Consolidated Balance Sheets	129
Consolidated Statements of Changes in Stockholders' Equity	130
Consolidated Statements of Cash Flows	131
Notes to Consolidated Financial Statements	133
Note 1—Summary of Significant Accounting Policies	133
Note 2—Investment Securities	148
Note 3—Loans	151
Note 4—Allowance for Credit Losses and Reserve for Unfunded Lending Commitments	164
Note 5—Variable Interest Entities and Securitizations	168
Note 6—Goodwill and Other Intangible Assets	172
Note 7—Premises, Equipment and Leases	175
Note 8—Deposits and Borrowings	177
Note 9—Derivative Instruments and Hedging Activities	179
Note 10—Stockholders' Equity	188
Note 11—Regulatory and Capital Adequacy	191
Note 12—Earnings Per Common Share	193
Note 13—Stock-Based Compensation Plans	194
Note 14—Employee Benefit Plans	196
Note 15—Income Taxes	198
Note 16—Fair Value Measurement	202
Note 17—Business Segments and Revenue from Contracts with Customers	211
Note 18—Commitments, Contingencies, Guarantees and Others	216
Note 19—Capital One Financial Corporation (Parent Company Only)	220
Note 20—Related Party Transactions	222

## MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

The management of Capital One Financial Corporation (the "Company" or "Capital One") is responsible for establishing and maintaining adequate internal control over financial reporting and for the assessment of the effectiveness of internal control over financial reporting. Internal control over financial reporting is a process designed by, or under the supervision of, the Company's principal executive and principal financial officers, or persons performing similar functions, and effected by the Company's Board of Directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles.

Capital One's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Company's assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that the Company's receipts and expenditures are being made only in accordance with authorizations of the Company's management and directors; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on its financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management conducted an assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2023, based on the framework in "2013 Internal Control—Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"), commonly referred to as the "2013 Framework."

Based on this assessment, management concluded that, as of December 31, 2023, the Company's internal control over financial reporting was effective based on the criteria established by COSO in the 2013 Framework. Additionally, based upon management's assessment, the Company determined that there were no material weaknesses in its internal control over financial reporting as of December 31, 2023.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2023, has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in their accompanying report, which expresses an unqualified opinion on the effectiveness of the Company's internal control over financial reporting as of December 31, 2023.

/s/ RICHARD D. FAIRBANK

Richard D. Fairbank  
Chair and Chief Executive Officer

/s/ ANDREW M. YOUNG

Andrew M. Young  
Chief Financial Officer

February 22, 2024

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Shareholders and the Board of Directors of Capital One Financial Corporation

**Opinion on Internal Control Over Financial Reporting**

We have audited Capital One Financial Corporation's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Capital One Financial Corporation (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2023 and 2022, the related consolidated statements of income, comprehensive income, changes in stockholders' equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and our report dated February 22, 2024 expressed an unqualified opinion thereon.

**Basis for Opinion**

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

**Definition and Limitations of Internal Control Over Financial Reporting**

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

---

Tysons, Virginia  
February 22, 2024

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of Capital One Financial Corporation

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Capital One Financial Corporation (the Company) as of December 31, 2023 and 2022, the related consolidated statements of income, comprehensive income, changes in stockholders' equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 22, 2024 expressed an unqualified opinion thereon.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

<i>Description of the Matter</i>	<b><i>Allowance for credit losses – Credit Card</i></b> On December 31, 2023, the Company's allowance for credit losses for the credit card portfolio was \$11.7 billion. As more fully described in Note 1 and Note 4 of the consolidated financial statements, the allowance for credit losses (ACL or allowance) represents management's current estimate of expected credit losses over the contractual terms of the Company's held for investment (HFI) loan portfolios as of the balance sheet date and is comprised of two elements. The first is 'quantitative' and involves the use of loss forecasting models based upon various statistical analyses with adjustments for current conditions and reasonable and supportable forecasts of conditions, which includes expected economic conditions. The second is 'qualitative' and involves factors that represent management's judgment of the imprecision and risks inherent in the processes and assumptions used in establishing the allowance for credit losses. Auditing the allowance for the credit card portfolio was especially challenging and highly judgmental due to the significant judgment required in establishing certain components of the qualitative element. The qualitative element requires management to make significant judgments regarding current and forward-looking conditions, internal and external factors, and uncertainty as it relates to economic, model, or forecast risks, where not already captured in the modeled results.
<i>How We Addressed the Matter in Our Audit</i>	We obtained an understanding, evaluated the design, and tested the operating effectiveness of the internal controls over the ACL process, including, among others, controls over the development, operation, and monitoring of loss forecasting models and management review controls over key assumptions and qualitative judgments used in reviewing the final credit card allowance results. Our tests of controls included observation of certain of management's quarterly ACL governance meetings, at which key management judgments, qualitative adjustments, and final ACL results are subjected to critical challenge by management groups independent of the group responsible for producing the ACL estimate.  Our audit response included involving EY specialists to evaluate the conceptual soundness of the comprehensive framework of the ACL, including certain qualitative elements, in addition to evaluating model methodology, model performance, model governance, and testing key modeling assumptions. We also performed testing on data inputs utilized in the qualitative element calculation, as well as recalculated the qualitative element based on the framework. We evaluated the overall credit card ACL, inclusive of qualitative elements, and whether the recorded ACL appropriately reflects expected credit losses on the portfolio. Additionally, we performed searches for contrary evidence, which included reviewing historical loss statistics, peer bank metrics, and subsequent events and considered whether such information indicated that management's judgements were not reasonable or consistently applied.

***Goodwill Impairment Assessment***

*Description of the Matter*

At December 31, 2023, the Company's goodwill was \$15.1 billion recorded across four reporting units, of which \$5.1 billion related to the commercial banking reporting unit. As more fully described in Note 1 and Note 6 of the consolidated financial statements, goodwill is tested for impairment at least annually at the reporting unit level by comparing the fair value of the reporting unit to its carrying value. Management uses a discounted cash flow analysis (DCF) to calculate the fair value of its reporting units. Auditing the annual goodwill impairment test for the commercial banking reporting unit was especially challenging, and highly judgmental due to the estimation uncertainty involved in determining the fair value of the reporting unit. The fair value estimate and resulting goodwill impairment determination are impacted by various significant assumptions, including prospective financial information (PFI). These PFI assumptions require management to make judgments about future loan and deposit growth, revenue and expenses, and credit losses. Management utilizes a financial forecasting process to estimate the PFI and an estimation process to determine the appropriate discount rates.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the internal controls over the Company's PFI forecasting process and management's goodwill impairment assessment process, including controls over the determination of significant assumptions.

To test management's annual goodwill impairment assessment for the commercial banking reporting unit, we evaluated certain of management's PFI assumptions with historical performance (e.g., trend analysis), current industry and economic trends, changes in the Company's strategies, and the customer base or product mix. We also evaluated the consistency of the PFI by comparing the projections to other analyses used within the organization and inquiries performed of senior management regarding strategic plans for the reporting unit. We compared prior year forecasts to current year actual performance, as well as fourth quarter 2023 forecasts to actual fourth quarter 2023 results. We performed sensitivity analyses related to the significant assumptions to evaluate the change in the fair value of the reporting unit resulting from changes in the assumptions.

Our audit response also included involving EY valuation specialists who assisted in assessing the Company's DCF methodology, testing of the significant assumptions, developing an independent estimate of the fair value of the commercial banking reporting unit and comparing the result to the Company's fair value estimate, and evaluating the total fair value of the Company's reporting units through comparison to the Company's market capitalization and analysis of the resulting control premium to applicable market transactions.

/s/ Ernst & Young LLP

---

We have served as the Company's auditor since 1994.

Tysons, Virginia  
February 22, 2024

**CAPITAL ONE FINANCIAL CORPORATION**  
**CONSOLIDATED STATEMENTS OF INCOME**

	Year Ended December 31,		
	2023	2022	2021
<i>(Dollars in millions, except per share-related data)</i>			
<b>Interest income:</b>			
Loans, including loans held for sale	\$ 37,410	\$ 28,910	\$ 24,263
Investment securities	2,550	1,884	1,446
Other	1,978	443	60
<b>Total interest income</b>	<b>41,938</b>	<b>31,237</b>	<b>25,769</b>
<b>Interest expense:</b>			
Deposits	9,489	2,535	956
Securitized debt obligations	959	384	119
Senior and subordinated notes	2,204	1,074	488
Other borrowings	45	130	35
<b>Total interest expense</b>	<b>12,697</b>	<b>4,123</b>	<b>1,598</b>
Net interest income	29,241	27,114	24,171
Provision for credit losses	10,426	5,847	(1,944)
<b>Net interest income after provision for credit losses</b>	<b>18,815</b>	<b>21,267</b>	<b>26,115</b>
<b>Non-interest income:</b>			
Interchange fees, net	4,793	4,606	3,860
Service charges and other customer-related fees	1,667	1,625	1,578
Net securities gains (losses)	(34)	(9)	2
Other	1,120	914	824
<b>Total non-interest income</b>	<b>7,546</b>	<b>7,136</b>	<b>6,264</b>
<b>Non-interest expense:</b>			
Salaries and associate benefits	9,302	8,425	7,421
Occupancy and equipment	2,160	2,050	2,003
Marketing	4,009	4,017	2,871
Professional services	1,268	1,807	1,440
Communications and data processing	1,383	1,379	1,262
Amortization of intangibles	82	70	29
Other	2,112	1,415	1,544
<b>Total non-interest expense</b>	<b>20,316</b>	<b>19,163</b>	<b>16,570</b>
Income from continuing operations before income taxes	6,045	9,240	15,809
Income tax provision	1,158	1,880	3,415
Income from continuing operations, net of tax	4,887	7,360	12,394
Income (loss) from discontinued operations, net of tax	0	0	(4)
<b>Net income</b>	<b>4,887</b>	<b>7,360</b>	<b>12,390</b>
Dividends and undistributed earnings allocated to participating securities	(77)	(88)	(105)
Preferred stock dividends	(228)	(228)	(274)
Issuance cost for redeemed preferred stock	0	0	(46)
<b>Net income available to common stockholders</b>	<b>\$ 4,582</b>	<b>\$ 7,044</b>	<b>\$ 11,965</b>
<b>Basic earnings per common share:</b>			
Net income from continuing operations	\$ 11.98	\$ 17.98	\$ 27.05
Income (loss) from discontinued operations	0.00	0.00	(0.01)
<b>Net income per basic common share</b>	<b>\$ 11.98</b>	<b>\$ 17.98</b>	<b>\$ 27.04</b>
<b>Diluted earnings per common share:</b>			
Net income from continuing operations	\$ 11.95	\$ 17.91	\$ 26.95
Income (loss) from discontinued operations	0.00	0.00	(0.01)
<b>Net income per diluted common share</b>	<b>\$ 11.95</b>	<b>\$ 17.91</b>	<b>\$ 26.94</b>

See Notes to Consolidated Financial Statements.

127

Capital One Financial Corporation (COF)



**CAPITAL ONE FINANCIAL CORPORATION**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

<i>(Dollars in millions)</i>	Year Ended December 31,		
	2023	2022	2021
<b>Net income</b>	<b>\$ 4,887</b>	<b>\$ 7,360</b>	<b>\$ 12,390</b>
<b>Other comprehensive income (loss), net of tax:</b>			
Net unrealized gains (losses) on securities available for sale	907	(7,973)	(1,889)
Net unrealized gains (losses) on hedging relationships	689	(2,300)	(1,244)
Foreign currency translation adjustments	46	1	10
Other	6	(18)	3
<b>Other comprehensive income (loss), net of tax</b>	<b>1,648</b>	<b>(10,290)</b>	<b>(3,120)</b>
<b>Comprehensive income (loss)</b>	<b>\$ 6,535</b>	<b>\$ (2,930)</b>	<b>\$ 9,270</b>

See Notes to Consolidated Financial Statements.

128

Capital One Financial Corporation (COF)

**CAPITAL ONE FINANCIAL CORPORATION**  
**CONSOLIDATED BALANCE SHEETS**

*(Dollars in millions, except per share-related data)*

	December 31, 2023	December 31, 2022
<b>Assets:</b>		
Cash and cash equivalents:		
Cash and due from banks	\$ 4,903	\$ 5,193
Interest-bearing deposits and other short-term investments	38,394	25,663
Total cash and cash equivalents	43,297	30,856
Restricted cash for securitization investors	458	400
Securities available for sale (amortized cost of \$88.1 billion and \$87.0 billion and allowance for credit losses of \$4 million and \$3 million as of December 31, 2023 and 2022, respectively)	79,117	76,919
Loans held for investment:		
Unsecuritized loans held for investment	289,229	283,282
Loans held in consolidated trusts	31,243	29,049
Total loans held for investment	320,472	312,331
Allowance for credit losses	(15,296)	(13,240)
Net loans held for investment	305,176	299,091
Loans held for sale (\$347 million and \$191 million carried at fair value as of December 31, 2023 and 2022, respectively)	854	203
Premises and equipment, net	4,375	4,351
Interest receivable	2,478	2,104
Goodwill	15,065	14,777
Other assets	27,644	26,548
<b>Total assets</b>	<b>\$ 478,464</b>	<b>\$ 455,249</b>
<b>Liabilities:</b>		
Interest payable	\$ 649	\$ 527
Deposits:		
Non-interest-bearing deposits	28,024	32,203
Interest-bearing deposits	320,389	300,789
Total deposits	348,413	332,992
Securitized debt obligations	18,043	16,973
Other debt:		
Federal funds purchased and securities loaned or sold under agreements to repurchase	538	883
Senior and subordinated notes	31,248	30,826
Other borrowings	27	33
Total other debt	31,813	31,742
Other liabilities	21,457	20,433
<b>Total liabilities</b>	<b>420,375</b>	<b>402,667</b>
Commitments, contingencies and guarantees (see Note 18)		
<b>Stockholders' equity:</b>		
Preferred stock (par value \$0.01 per share; 50,000,000 shares authorized; 4,975,000 shares issued and outstanding as of both December 31, 2023 and 2022)	0	0
Common stock (par value \$0.01 per share; 1,000,000,000 shares authorized; 696,242,668 and 690,334,422 shares issued as of December 31, 2023 and 2022, respectively; 380,389,609 and 381,318,702 shares outstanding as of December 31, 2023 and 2022, respectively)	7	7
Additional paid-in capital, net	35,541	34,725
Retained earnings	60,945	57,184
Accumulated other comprehensive loss	(8,268)	(9,916)
Treasury stock, at cost (par value \$0.01 per share; 315,853,059 and 309,015,720 shares as of December 31, 2023 and 2022, respectively)	(30,136)	(29,418)
<b>Total stockholders' equity</b>	<b>58,089</b>	<b>52,582</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 478,464</b>	<b>\$ 455,249</b>

See Notes to Consolidated Financial Statements.  
129

Capital One Financial Corporation (COF)

**CAPITAL ONE FINANCIAL CORPORATION**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**

(Dollars in millions)	Preferred Stock		Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total Stockholders' Equity
	Shares	Amount	Shares	Amount					
<b>Balance as of December 31, 2020</b>	4,975,000	\$ 0	679,932,837	\$ 7	\$ 33,480	\$ 40,088	\$ 3,494	\$ (16,865)	\$ 60,204
Comprehensive income (loss)						12,390	(3,120)		9,270
Dividends—common stock <sup>(1)</sup>			28,410	0	4	(1,152)			(1,148)
Dividends—preferred stock						(274)			(274)
Purchases of treasury stock								(7,605)	(7,605)
Issuances of common stock and restricted stock, net of forfeitures			4,178,919	0	253				253
Exercises of stock options			917,778	0	55				55
Issuances of preferred stock	2,100,000	0			2,052				2,052
Redemptions of preferred stock	(2,100,000)	0			(2,054)	(46)			(2,100)
Compensation expense for restricted stock units and stock options					322				322
<b>Balance as of December 31, 2021</b>	4,975,000	\$ 0	685,057,944	\$ 7	\$ 34,112	\$ 51,006	\$ 374	\$ (24,470)	\$ 61,029
Comprehensive income (loss)						7,360	(10,290)		(2,930)
Dividends—common stock <sup>(1)</sup>			33,511	0	4	(954)			(950)
Dividends—preferred stock						(228)			(228)
Purchases of treasury stock								(4,948)	(4,948)
Issuances of common stock and restricted stock, net of forfeitures			4,909,173	0	276				276
Exercises of stock options			333,794	0	19				19
Compensation expense for restricted stock units					314				314
<b>Balance as of December 31, 2022</b>	4,975,000	\$ 0	690,334,422	\$ 7	\$ 34,725	\$ 57,184	\$ (9,916)	\$ (29,418)	\$ 52,582
Cumulative effects of accounting standards adoption <sup>(2)(3)</sup>						37			37
Comprehensive income						4,887	1,648		6,535
Dividends—common stock <sup>(1)</sup>			39,420	0	4	(935)			(931)
Dividends—preferred stock						(228)			(228)
Purchases of treasury stock								(718)	(718)
Issuances of common stock and restricted stock, net of forfeitures			5,731,927	0	299				299
Exercises of stock options			136,899	0	10				10
Compensation expense for restricted stock units					503				503
<b>Balance as of December 31, 2023</b>	4,975,000	\$ 0	696,242,668	\$ 7	\$ 35,541	\$ 60,945	\$ (8,268)	\$ (30,136)	\$ 58,089

<sup>(1)</sup> We declared dividends per share on our common stock of \$0.60 in each quarter of 2023 and 2022, and in the fourth quarter of 2021, \$1.20 in the third quarter of 2021 and \$0.40 in the first two quarters of 2021.

<sup>(2)</sup> Impact from the adoption of ASU 2022-02, *Financial Instruments - Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures* as of January 1, 2023.

<sup>(3)</sup> We have equity method investments in certain non-public entities which adopted ASU 2019-10, *Financial Instruments - Credit Losses (Topic 326), Derivatives and Hedging (Topic 815), and Leases (Topic 842)* as of January 1, 2023. The impact to retained earnings was recorded in the second quarter of 2023, on a one quarter lag consistent with our standard operating procedures for equity method investments.

See Notes to Consolidated Financial Statements.

**CAPITAL ONE FINANCIAL CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

	Year Ended December 31,		
	2023	2022	2021
<i>(Dollars in millions)</i>			
<b>Operating activities:</b>			
Income from continuing operations, net of tax	\$ 4,887	\$ 7,360	\$ 12,394
Income (loss) from discontinued operations, net of tax	0	0	(4)
Net income	4,887	7,360	12,390
Adjustments to reconcile net income (loss) to net cash from operating activities:			
Provision (benefit) for credit losses	10,426	5,847	(1,944)
Depreciation and amortization, net	3,226	3,210	3,481
Deferred tax provision (benefit)	(723)	(772)	605
Net securities losses (gains)	34	9	(2)
Loss (gain) on sales of loans	6	(196)	1
Stock-based compensation expense	513	314	331
Other	51	40	46
Loans held for sale:			
Originations and purchases	(4,602)	(8,822)	(9,141)
Proceeds from sales and paydowns	4,432	9,679	9,123
Changes in operating assets and liabilities:			
Changes in interest receivable	(359)	(641)	17
Changes in other assets	716	(2,973)	(4,114)
Changes in interest payable	122	246	(71)
Changes in other liabilities	1,846	511	1,594
Net change from discontinued operations	0	(3)	(6)
<b>Net cash from operating activities</b>	<b>20,575</b>	<b>13,809</b>	<b>12,310</b>
<b>Investing activities:</b>			
Securities available for sale:			
Purchases	(10,446)	(14,850)	(27,884)
Proceeds from paydowns and maturities	8,841	19,074	26,969
Proceeds from sales	290	2,570	2,776
Loans:			
Net changes in loans originated as held for investment	(17,822)	(35,885)	(33,833)
Principal recoveries of loans previously charged off	2,288	2,091	2,506
Changes in premises and equipment	(961)	(934)	(698)
Net cash used in acquisition activities	(2,785)	(1,176)	(669)
Net cash used in other investing activities	(1,325)	(628)	(668)
<b>Net cash used in investing activities</b>	<b>(21,920)</b>	<b>(29,738)</b>	<b>(31,501)</b>

See Notes to Consolidated Financial Statements.

**CAPITAL ONE FINANCIAL CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

(Dollars in millions)	Year Ended December 31,		
	2023	2022	2021
<b>Financing activities:</b>			
<b>Deposits and borrowings:</b>			
Changes in deposits	\$ 15,172	\$ 22,539	\$ 5,687
Issuance of securitized debt obligations	3,292	9,728	6,232
Maturities and paydowns of securitized debt obligations	(2,483)	(7,060)	(3,442)
Issuance of senior and subordinated notes and long-term FHLB advances	8,218	21,272	4,486
Maturities and paydowns of senior and subordinated notes and long-term FHLB advances	(8,436)	(15,561)	(3,851)
Changes in other borrowings	(351)	44	129
<b>Common stock:</b>			
Net proceeds from issuances	299	276	253
Dividends paid	(931)	(950)	(1,148)
<b>Preferred stock:</b>			
Net proceeds from issuances	0	0	2,052
Dividends paid	(228)	(228)	(274)
Redemptions	0	0	(2,100)
Purchases of treasury stock	(718)	(4,948)	(7,605)
Proceeds from share-based payment activities	10	19	55
<b>Net cash from financing activities</b>	<b>13,844</b>	<b>25,131</b>	<b>474</b>
Changes in cash, cash equivalents and restricted cash for securitization investors	12,499	9,202	(18,717)
Cash, cash equivalents and restricted cash for securitization investors, beginning of the period	31,256	22,054	40,771
Cash, cash equivalents and restricted cash for securitization investors, end of the period	<u>\$ 43,755</u>	<u>\$ 31,256</u>	<u>\$ 22,054</u>
<b>Supplemental cash flow information:</b>			
<b>Non-cash items:</b>			
Net transfers from loans held for investment to loans held for sale	\$ 1,195	\$ 697	\$ 4,843
Interest paid	10,823	3,609	2,158
Income tax paid	1,355	1,852	2,527

See Notes to Consolidated Financial Statements.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

---

**NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

---

**The Company**

Capital One Financial Corporation, a Delaware corporation established in 1994 and headquartered in McLean, Virginia, is a diversified financial services holding company with banking and non-banking subsidiaries. Capital One Financial Corporation and its subsidiaries (the “Company” or “Capital One”) offer a broad array of financial products and services to consumers, small businesses and commercial clients through digital channels, branch locations, cafés and other distribution channels.

As of December 31, 2023, Capital One Financial Corporation’s principal operating subsidiary was Capital One, National Association (“CONA”). On October 1, 2022, the Company completed the merger of Capital One Bank (USA), National Association (“COBNA”), with and into CONA, with CONA as the surviving entity (the “Bank Merger”).

The Company is hereafter collectively referred to as “we,” “us” or “our.” References to the “Bank” shall mean and refer to (i) CONA from and after the Bank Merger and (ii) CONA and COBNA collectively prior to the Bank Merger.

We also offer products outside of the United States of America (“U.S.”) principally through Capital One (Europe) plc (“COEP”), an indirect subsidiary of CONA organized and located in the United Kingdom (“U.K.”), and through a branch of CONA in Canada. Both COEP and our Canadian branch of CONA have the authority to provide credit card loans.

Our principal operations are organized for management reporting purposes into three major business segments, which are defined primarily based on the products and services provided or the types of customer served: Credit Card, Consumer Banking and Commercial Banking. We provide details on our business segments, the integration of any recent material acquisitions into our business segments, and the allocation methodologies and accounting policies used to derive our business segment results in “Note 17—Business Segments and Revenue from Contracts with Customers.”

**Basis of Presentation and Use of Estimates**

The accompanying consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the U.S. (“U.S. GAAP”). The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and in the related disclosures. These estimates are based on information available as of the date of the consolidated financial statements. While management makes its best judgments, actual amounts or results could differ from these estimates.

**Principles of Consolidation**

The consolidated financial statements include the accounts of Capital One Financial Corporation and all other entities in which we have a controlling financial interest. We determine whether we have a controlling financial interest in an entity by first evaluating whether the entity is a voting interest entity (“VOE”) or a variable interest entity (“VIE”). All significant intercompany account balances and transactions have been eliminated.

**Voting Interest Entities**

VOEs are entities that have sufficient equity and provide the equity investors voting rights that give them the power to make significant decisions relating to the entity’s operations. Since a controlling financial interest in an entity is typically obtained through ownership of a majority voting interest, we consolidate our majority-owned subsidiaries and other voting interest entities in which we hold, directly or indirectly, more than 50% of the voting rights or where we exercise control through other contractual rights.

Investments in which we do not hold a controlling financial interest but have significant influence over the entity’s financial and operating decisions are accounted for under the equity method. If we do not have significant influence, we measure equity investments at fair value with changes in fair value recorded through net income, except those that do not have a readily determinable fair value (for which a measurement alternative is applied). We report equity investments in other assets on our consolidated balance sheets and include our share of income or loss and dividends from those investments in other non-interest income in our consolidated statements of income. The carrying value of other investments included in other assets, excluding tax advantage investments, totaled \$1.0 billion and \$901 million as of December 31, 2023 and 2022, respectively, which primarily included equity investments measured using the alternative measurement method and equity method investments. The

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

carrying value of equity investments measured using the alternative measurement method totaled \$669 million and \$583 million as of December 31, 2023 and 2022, respectively.

**Variable Interest Entities**

VIEs are entities that, by design, either (i) lack sufficient equity to permit the entity to finance its activities without additional subordinated financial support from other parties; or (ii) have equity investors that do not have the ability to make significant decisions relating to the entity's operations through voting rights, or do not have the obligation to absorb the expected losses, or do not have the right to receive the residual returns of the entity. The entity that is deemed the primary beneficiary of a VIE is required to consolidate the VIE. An entity is deemed to be the primary beneficiary of a VIE if that entity has both (i) the power to direct the activities of the VIE that most significantly impact the VIE's economic performance; and (ii) the obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE.

In determining whether we are the primary beneficiary of a VIE, we consider both qualitative and quantitative factors regarding the nature, size and form of our involvement with the VIE, such as our role in establishing the VIE and our ongoing rights and responsibilities; our economic interests, including debt and equity investments, servicing fees and other arrangements deemed to be variable interests in the VIE; the design of the VIE, including the capitalization structure, subordination of interests, payment priority, relative share of interests held across various classes within the VIE's capital structure and the reasons why the interests are held by us.

We perform on-going reassessments to evaluate whether changes in an entity's capital structure or changes in the nature of our involvement with the entity result in a change to the VIE designation or a change to our consolidation conclusion. See "Note 5—Variable Interest Entities and Securitizations" for further details.

**Balance Sheet Offsetting of Financial Assets and Liabilities**

Derivative contracts that we execute bilaterally in the over-the-counter ("OTC") market or are centrally cleared are generally governed by enforceable master netting agreements where we generally have the right to offset exposure with the same counterparty. Either counterparty can generally request to net settle all contracts through a single payment upon default on, or termination of, any one contract. We elect to offset the derivative assets and liabilities under master netting agreements for balance sheet presentation where a right of setoff exists. For derivative contracts entered into under master netting agreements for which we have not been able to confirm the enforceability of the setoff rights, or those not subject to master netting agreements, we do not offset our derivative positions for balance sheet presentation. See "Note 9—Derivative Instruments and Hedging Activities" for more details.

We also elect to present securities purchased or sold under resale or repurchase agreements on a net basis when a legally enforceable master netting agreement exists and other applicable criteria are met. Security collateral received from or pledged to the counterparties are not eligible for netting and are presented gross in our consolidated balance sheet. See "Note 8—Deposits and Borrowings" and "Note 9—Derivative Instruments and Hedging Activities" for more details.

**Cash and Cash Equivalents**

Cash and cash equivalents include cash and due from banks, interest-bearing deposits and other short-term investments, all of which, if applicable, have stated maturities of three months or less when acquired.

**Securities Resale and Repurchase Agreements**

Securities purchased under resale agreements and securities loaned or sold under agreements to repurchase, principally U.S. government and agency obligations, are not accounted for as sales but as collateralized financing transactions and recorded at the amounts at which the securities were acquired or sold, plus accrued interest. We continually monitor the market value of these securities and deliver additional collateral to or obtain additional collateral from counterparties, as appropriate. See "Note 8—Deposits and Borrowings."

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Investment Securities**

Our investment portfolio consists primarily of the following: U.S. Treasury securities; U.S. government-sponsored enterprise or agency ("Agency") and non-agency residential mortgage-backed securities ("RMBS"); Agency commercial mortgage-backed securities ("CMBS"); and other securities. The accounting and measurement framework for our investment securities differs depending on the security classification.

We classify securities as available for sale or held to maturity based on our investment strategy and management's assessment of our intent and ability to hold the securities until maturity. We did not have any securities that were classified as held to maturity as of December 31, 2023 and 2022.

We report securities available for sale on our consolidated balance sheets at fair value. The amortized cost of investment securities reflects the amount for which the security was acquired, adjusted for accrued interest, amortization of premiums, discounts, and net deferred fees and costs, any applicable fair value hedge accounting adjustments, collection of cash, and charge-offs. Unrealized gains or losses are recorded, net of tax, as a component of accumulated other comprehensive income ("AOCI"). Unamortized premiums, discounts and other basis adjustments for available for sale securities are generally recognized in interest income over the contractual lives of the securities using the interest method. However, premiums on certain callable investment securities are amortized to the earliest call date. We record purchases and sales of investment securities available for sale on a trade date basis. Realized gains or losses from the sale of debt securities are computed using the first-in first-out method of identification, and are included in non-interest income in our consolidated statements of income. We elect to present accrued interest for securities available for sale within interest receivable on our consolidated balance sheets.

An individual debt security is impaired when the fair value of the security is less than its amortized cost. If we intend to sell an available for sale security in an unrealized loss position or it is more likely than not that we will be required to sell the security prior to recovery of its amortized cost basis, any allowance for credit losses is reversed through our provision for credit losses and the difference between the amortized cost basis of the security and its fair value is recognized in our consolidated statements of income.

For impaired debt securities that we have both the intent and ability to hold, the securities are evaluated to determine if a credit loss exists. The allowance for credit losses on our investment securities is recognized through our provision for credit losses and limited by the unrealized losses of a security measured as the difference between the security's amortized cost and fair value. See further discussion below under the "Allowance for Credit Losses - Available for Sale Investment Securities" section of this Note.

We charge off any portion of an investment security that we determine is uncollectible. The amortized cost basis, excluding accrued interest, is charged off through the allowance for credit losses. Accrued interest is charged off as a reduction to interest income. Recoveries of previously charged off principal amounts are recognized in our provision for credit losses when received.

***Allowance for Credit Losses - Available for Sale Investment Securities***

We maintain an allowance for credit losses that represents management's current estimate of expected credit losses over the contractual terms of our investment securities classified as available for sale. When an investment security available for sale is impaired due to credit factors, we recognize that impairment through the provision for credit losses in our consolidated statements of income and correspondingly establish an allowance for credit losses on our consolidated balance sheets. Credit losses recognized in the allowance for credit losses are limited to the amount by which the investment security's amortized cost basis exceeds its fair value. Investment securities in unrealized gain positions do not have any allowance for credit losses as the investment security could be sold at its fair value to prevent realization of any credit losses. We exclude accrued interest from the fair value and amortized cost basis of an investment security for purposes of measuring impairment. Charge-offs of uncollectible amounts of investment securities are deducted from the allowance for credit losses.

For certain of our securities available for sale, we have determined that there is no risk of impairment due to credit factors. These investment securities include high quality debt instruments that are issued and guaranteed by the United States government and its agencies, certain government-sponsored enterprises, and certain foreign sovereign governments or



**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

supranational organizations. Management performs periodic assessments to reevaluate this conclusion by considering any changes in historical losses, current conditions, and reasonable and supportable forecasts.

We evaluate impairment on a quarterly basis at the individual security level and determine whether any portion of the decline in fair value is due to a credit loss. We make this determination through the use of quantitative and qualitative analyses. Our qualitative analysis includes factors such as the extent to which fair value is less than amortized cost, any changes in the security's credit rating, past defaults or delayed payments, and adverse conditions impacting the security or issuer. A credit loss exists to the extent that management does not expect to recover the amortized cost basis.

For investment securities which require further assessment, we perform a quantitative analysis using a discounted cash flow methodology and compare the present value of expected future cash flows to the security's amortized cost basis. Projected future cash flows reflect management's best estimate and are based on our understanding of past events, current conditions, reasonable and supportable forecasts, and are discounted by the security's effective interest rate adjusted for prepayments. The allowance for credit losses for investment securities reflects the difference by which the amortized cost basis exceeds the present value of future cash flows and is limited to the amount by which the security's amortized cost exceeds its fair value. See "Note 2—Investment Securities" for additional information.

#### **Loans**

Our loan portfolio consists of loans held for investment, including loans held in our consolidated securitization trusts, and loans held for sale and is divided into three portfolio segments: credit card, consumer banking and commercial banking loans. Credit card loans consist of domestic and international credit card loans. Consumer banking loans consist of auto and retail banking loans. Commercial banking loans consist of commercial and multifamily real estate loans as well as commercial and industrial loans.

#### **Loan Classification**

We classify loans as held for investment or held for sale based on our investment strategy and management's intent and ability with regard to the loans, which may change over time. The accounting and measurement framework for loans differs depending on the loan classification, whether we elect the fair value option, whether the loans are originated or purchased and whether purchased loans are considered to have experienced a more-than-insignificant deterioration in credit quality since origination. The presentation within the consolidated statements of cash flows is based on management's intent at acquisition or origination. Cash flows related to loans that are acquired or originated with the intent to hold for investment are included in cash flows from investing activities on our consolidated statements of cash flows. Cash flows related to loans that are acquired or originated with the intent to sell are included in cash flows from operating activities on our consolidated statements of cash flows.

#### **Loans Held for Investment**

Loans that we have the ability and intent to hold for the foreseeable future and loans associated with consolidated securitization transactions are classified as held for investment. Loans classified as held for investment, except for credit card loans, are reported at their amortized cost basis, excluding accrued interest. For these loans, we elect to present accrued interest within interest receivable on our consolidated balance sheets. For credit card loans classified as held for investment, earned finance charges and fees are included in either loans held for investment (if they have been billed to the customer) or interest receivable (if they have not yet been billed to the customer).

Interest income is recognized on performing loans on an accrual basis. We defer loan origination fees and direct loan origination costs on originated loans, premiums and discounts on purchased loans and loan commitment fees. We recognize these amounts in interest income as yield adjustments over the life of the loan and/or commitment period using the interest method. For credit card loans, loan origination fees and direct loan origination costs are amortized on a straight-line basis over a 12-month period. The amortized cost of loans held for investment is subject to our allowance for credit losses methodology described below under the "Allowance for Credit Losses - Loans Held for Investment" section of this Note.

#### **Loans Held for Sale**

Loans that we intend to sell or for which we do not have the ability and intent to hold for the foreseeable future are classified as held for sale. Multifamily commercial real estate loans originated with the intent to sell to government-sponsored enterprises

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

are accounted for under the fair value option. We elect the fair value option on these loans as part of our management of interest rate risk along with the corresponding forward sale commitments. Loan origination fees and direct loan origination costs are recognized as incurred and are reported in other non-interest income in the consolidated statements of income. Interest income is calculated based on the loan's stated rate of interest and is reported in interest income in the consolidated statements of income. Fair value adjustments are recorded in other non-interest income in the consolidated statements of income.

All other loans classified as held for sale are recorded at the lower of cost or fair value. Loan origination fees, direct loan origination costs and any discounts and premiums are deferred until the loan is sold and are then recognized as part of the total gain or loss on sale. The fair value of loans held for sale is generally determined on an aggregate portfolio basis for each loan type, however, fair value may be determined on an individual basis when circumstances warrant. Fair value adjustments are recorded in other non-interest income in the consolidated statements of income.

If a loan is transferred from held for investment to held for sale, then on the transfer date, any decline in fair value related to credit is recorded as a charge-off and any remaining allowance for credit losses is reversed through our provision for credit losses. The loan is then reclassified to held for sale at its amortized cost at the date of the transfer. A valuation allowance is established, if needed, such that the loan held for sale is recorded at the lower of cost or fair value. Subsequent to transfer, we report write-downs or recoveries in fair value up to the carrying value at the date of transfer and realized gains or losses on loans held for sale in our consolidated statements of income as a component of other non-interest income. We calculate the gain or loss on loan sales as the difference between the proceeds received and the carrying value of the loans sold, net of the fair value of any interests retained.

#### **Loans Acquired**

All purchased loans, including loans transferred in a business combination, are initially recorded at fair value, which includes consideration of expected future losses, as of the date of the acquisition. To determine the fair value of loans at acquisition, we estimate discounted contractual cash flows due using an observable market rate of interest, when available, adjusted for factors that a market participant would consider in determining fair value. In determining fair value, contractual cash flows are adjusted to include prepayment estimates based upon historical payment trends, forecasted default rates and loss severities and other relevant factors. The difference between the fair value and the contractual cash flows is recorded as a loan premium or discount, which may relate to either credit or non-credit factors, at acquisition.

We account for purchased loans under the accounting guidance for purchased financial assets with credit deterioration when, at the time of purchase, the loans have experienced a more-than-insignificant deterioration in credit quality since origination. These loans are herein referred to as purchased credit-deteriorated ("PCD") loans and require the recognition of an allowance for credit losses at the time of acquisition.

We recognize an allowance for credit losses on purchased loans that have not experienced a more-than-insignificant deterioration in credit quality since origination at the time of purchase through earnings in a manner that is consistent with originated loans. The policies relating to the allowance for credit losses on loans is described below in the "Allowance for Credit Losses - Loans Held for Investment" section of this Note.

#### **Loan Modifications and Restructurings**

Capital One adopted Accounting Standards Update ("ASU") No. 2022-02, Financial Instruments - Credit Losses (Topic 326): *Troubled Debt Restructurings and Vintage Disclosures* on January 1, 2023, and elected the modified retrospective adoption method. The ASU eliminates the accounting guidance for troubled debt restructurings, and establishes disclosure requirements for certain loan refinancings and restructurings for borrowers experiencing financial difficulty. We provide information on modified loans, including the performance of those loans subsequent to modification, in "Note 3—Loans."

As part of our loss mitigation efforts, we may provide modifications to a borrower experiencing financial difficulty to improve long-term collectability of the loan and to avoid the need for foreclosure or repossession of collateral, if any. Loan modifications to a borrower experiencing financial difficulty in the form of principal forgiveness, an interest rate reduction, a delay in payment, including payment deferrals or a term extension are reported as a Financial Difficulty Modification ("FDM"). As restructurings offered to borrowers experiencing financial difficulty are typically not at market terms, FDMs are generally accounted for as a continuation of the existing loan. See "Note 3—Loans" for additional information on our loan modifications and restructurings.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

***Loan Modifications and Restructurings Prior to Adoption of ASU No. 2022-02***

In periods prior to 2023, a loan modification in which a concession is granted to a borrower experiencing financial difficulty was accounted for and reported as a troubled debt restructuring (“TDR”). These loan modifications typically include short-term payment deferrals, an extension of the loan term, a reduction in the interest rate, a reduction in the loan balance, or a combination of these modifications. See “Note 3—Loans” for additional information on our loan modifications and restructurings.

***Delinquent and Nonperforming Loans***

The entire balance of a loan is considered contractually delinquent if the minimum required payment is not received by the first statement cycle date equal to or following the due date specified on the customer’s billing statement. Delinquency is reported on loans that are 30 or more days past due. Interest and fees continue to accrue on past due loans until the date the loan is placed on nonaccrual status, if applicable. For loan modifications, delinquency and nonaccrual status are reported in accordance with the revised terms of the loans. We generally place consumer and commercial loans on nonaccrual status when we believe the collectability of interest and principal is not reasonably assured.

Nonperforming loans generally include loans that have been placed on nonaccrual status. Loans classified as held for sale are excluded from nonperforming classification consideration.

Our policies for classifying loans as nonperforming, by loan category, are as follows:

- *Credit card loans:* As permitted by regulatory guidance issued by the Federal Financial Institutions Examination Council (“FFIEC”), our policy is generally to exempt credit card loans from being classified as nonperforming, as these loans are generally charged off in the period the account becomes 180 days past due. Consistent with industry conventions, we generally continue to accrue interest and fees on delinquent credit card loans until the loans are charged off, though any amounts deemed uncollectible are reserved for in our allowance for credit losses.
- *Consumer banking loans:* We classify consumer banking loans as nonperforming when we determine that the collectability of all interest and principal on the loan is not reasonably assured, which is generally when the loan becomes 90 days past due.
- *Commercial banking loans:* We classify commercial banking loans as nonperforming as of the date we determine that the collectability of all interest and principal on the loan is not reasonably assured.
- *Modified loans and troubled debt restructurings:* Modified loans, including TDRs for periods ending on or before December 31, 2022 and FDMs for periods beginning on or after January 1, 2023, that are current at the time of the restructuring remain in accrual status if there is demonstrated performance prior to the restructuring and continued performance under the modified terms is expected. Otherwise, the modified loan is classified as nonperforming.

Interest and fees accrued but not collected at the date a loan is placed on nonaccrual status are reversed against earnings. In addition, the amortization of deferred loan fees, costs, premiums and discounts is suspended. Interest and fee income are subsequently recognized only upon the receipt of cash payments. However, if there is doubt regarding the ultimate collectability of loan principal, cash received is generally applied against the principal balance of the loan. Nonaccrual loans are generally returned to accrual status when all principal and interest is current and repayment of the remaining contractual principal and interest is reasonably assured, or when the loan is both well-secured and in the process of collection and collectability is no longer doubtful.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Charge-Offs**

We charge off loans when we determine that the loan is uncollectible. The amortized cost basis, excluding accrued interest, is charged off as a reduction to the allowance for credit losses based on the time frames presented below. Accrued interest on loans other than credit card loans determined to be uncollectible is reversed as a reduction of interest income when the loan is classified as nonperforming. For credit card loans, accrued interest is charged off simultaneously with the charge-off of other components of amortized cost and as a reduction of interest income. When received, recoveries of previously charged off amounts are recorded as an increase to the allowance for credit losses (see the "Allowance for Credit Losses - Loans Held for Investment" section of this Note for information on how we account for expected recoveries). Costs to recover charged off loans are recorded as collection expense and included in our consolidated statements of income as a component of other non-interest expense as incurred. Our charge-off time frames by loan type are presented below.

- *Credit card loans:* We generally charge off credit card loans in the period the account becomes 180 days past due. We charge off delinquent credit card loans for which revolving privileges have been revoked as part of loan workout when the account becomes 120 days past due. Credit card loans in bankruptcy are generally charged off by the end of the month following 30 days after the receipt of a complete bankruptcy notification from the bankruptcy court. Credit card loans of deceased account holders are generally charged off 5 days after receipt of notification.
- *Consumer banking loans:* We generally charge off consumer banking loans at the earlier of the date when the account is a specified number of days past due or upon repossession of the underlying collateral. Our charge-off period for auto loans is 120 days past due. Small business banking loans generally charge off at 120 days past due or based on the date the amortized cost basis is deemed uncollectible. Auto loans that have not been previously charged off where the borrower has filed for bankruptcy and the loan has not been reaffirmed charge off in the period that is 60 days from the bankruptcy notification date, regardless of delinquency status. Auto loans that have not been previously charged off and have been discharged under Chapter 7 bankruptcy are charged off at the end of the month in which the bankruptcy discharge occurs. Remaining consumer loans generally are charged off within 40 days of receipt of notification from the bankruptcy court. In certain bankruptcy discharges, the loan is written down to the collateral value and the charged off amount is reported as principal reduction. Impairment is determined using the present value of expected cash flows or a collateral evaluation for certain auto loans where the collateral value is lower than the amortized cost. Consumer loans of deceased account holders are charged off by the end of the month following 60 days of receipt of notification.
- *Commercial banking loans:* We charge off commercial loans in the period we determine that the amortized cost basis is uncollectible.

**Allowance for Credit Losses - Loans Held for Investment**

We maintain an allowance for credit losses ("allowance") that represents management's current estimate of expected credit losses over the contractual terms of our loans held for investment. We measure the allowance on a quarterly basis through consideration of past events, including historical experience, current conditions and reasonable and supportable forecasts.

We measure current expected credit losses ("CECL") over the contractual terms of our loans. The contractual terms are adjusted for expected prepayments but are not extended for renewals or extensions, except when an extension or renewal arises from a borrower option that is not unconditionally cancellable.

We aggregate loans sharing similar risk characteristics into pools for purposes of measuring expected credit losses. Pools are reassessed periodically to confirm that all loans within each pool continue to share similar risk characteristics. Expected credit losses for loans that do not share similar risk characteristics with other financial assets are measured individually.

Expected recoveries of amounts previously charged off or expected to be charged off are recognized within the allowance, with a corresponding reduction to our provision for credit losses. At times expected recoveries may result in a negative allowance. We limit the allowance recovery expectations to amounts previously charged off and expected to be charged off. Charge-offs of uncollectible amounts result in a reduction to the allowance and recoveries of previously charged off amounts result in an increase to the allowance.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

When developing an estimate of expected credit losses, we use both quantitative and qualitative methods in considering all available information relevant to assessing collectability. This may include internal information, external information, or a combination of both relating to past events, current conditions, and reasonable and supportable forecasts. Judgment is applied to the development and duration of reasonable and supportable forecasts used in our estimation of lifetime losses. We estimate expected credit losses over the duration of those forecasts and then revert, on a rational and systematic basis, to historical losses at each relevant loss component of the estimate. Expected losses for contractual terms extending beyond the reasonable and supportable forecast and reversion periods are based on those historical losses.

Management will consider and may qualitatively adjust for conditions, changes and trends in loan portfolios that may not be captured in modeled results. These adjustments are referred to as qualitative factors and represent management's judgment of the imprecision and risks inherent in the processes and assumptions used in establishing the allowance for credit losses. Management's judgment may involve an assessment of current and forward-looking conditions including but not limited to changes in lending policies and procedures, nature and volume of the portfolio, external factors, and uncertainty as it relates to economic, model or forecast risks, where not already captured in the modeled results.

Expected credit losses for collateral-dependent loans are based on the fair value of the underlying collateral. When we intend to liquidate the collateral, the fair value of the collateral is adjusted for expected costs to sell. A loan is deemed to be a collateral-dependent loan when (i) we determine foreclosure or repossession of the underlying collateral is probable, or (ii) foreclosure or repossession is not probable, but the borrower is experiencing financial difficulty and we expect repayment to be provided substantially through the operation or sale of the collateral. The allowance for a collateral-dependent loan reflects the difference between the loan's amortized cost basis and the fair value (less selling costs, where applicable) of the loan's underlying collateral.

Our credit card and consumer banking loan portfolios consist of smaller-balance, homogeneous loans. The consumer banking loan portfolio is divided into two primary portfolio segments: auto loans and retail banking loans. We assess our credit card and consumer banking loan portfolios based on common risk characteristics, such as origination year, contract type, interest rate, borrower credit score and geography. The commercial banking loan portfolio is primarily composed of larger-balance, non-homogeneous loans. These loans are subject to reviews that result in internal risk ratings. In assessing the risk rating of a particular commercial banking loan, among the factors we consider are the financial condition of the borrower, geography, collateral performance, historical loss experience and industry-specific information that management believes is relevant in determining and measuring expected credit losses. Subjective assessment and interpretation are involved. Emphasizing one factor over another or considering additional factors could impact the risk rating assigned to that commercial banking loan.

For consumer banking and commercial banking loans, the contractual period typically does not include renewals or extensions because the renewals and extensions are generally not at the borrower's exclusive option to exercise. The undrawn credit exposure associated with our credit card loans is unconditionally cancellable. For this reason, expected credit losses are measured based only on the drawn balance at each quarterly measurement date and not on the undrawn exposure. Because credit card loans do not have a defined contractual life, management estimates both the volume and application of payments to determine a contractual life of the drawn balance at the measurement date over which expected credit losses are developed for credit card loans.

For consumer banking and commercial banking loans, we have made a policy election to not measure an allowance on accrued interest for loans held for investment because we reverse uncollectible accrued interest in a timely manner. See the "Delinquent and Nonperforming Loans" and "Charge-Offs - Loans" sections of this Note for information on what we consider timely. For credit card loans, we do not make this election, and we reserve for uncollectible accrued interest relating to credit card loans in the allowance.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The allowance related to credit card and consumer banking loans assessed on a pooled basis is based on a modeled calculation, which is supplemented by management judgment as described above. Because of the homogeneous nature of our consumer loan portfolios, the allowance is based on the aggregated portfolio segment evaluations. The allowance is established through a process that begins with estimates of historical losses in each pool based upon various statistical analyses, with adjustments for current conditions and reasonable and supportable forecasts of conditions, which includes expected economic conditions. Loss forecast models are utilized to estimate expected credit losses and consider several portfolio indicators including, but not limited to, expected economic conditions, historical loss experience, account seasoning, the value of collateral underlying secured loans, estimated foreclosures or defaults based on observable trends, delinquencies, bankruptcy filings, unemployment, borrower credit scores and general business trends. Management also considers an evaluation of overall portfolio credit quality based on indicators such as changes in our credit evaluation, underwriting and collection management policies, the effect of other external factors such as competition and legal and regulatory requirements, general economic conditions and business trends, and uncertainties in forecasting and modeling techniques used in estimating our allowance.

The allowance related to commercial banking loans assessed on a pooled basis is based on our historical loss experience for loans with similar risk characteristics and consideration of the current credit quality of the portfolio, which is supplemented by management judgment as described above. These are adjusted for current conditions, and reasonable and supportable forecasts of conditions likely to cause future losses which vary from historical levels. We apply internal risk ratings to commercial banking loans, which we use to assess credit quality and derive a total loss estimate based on an estimated probability of default ("default rate") and loss given default ("loss severity"). Management may also apply judgment to adjust the loss factors derived, taking into consideration both quantitative and qualitative factors, including general economic conditions, industry-specific and geographic trends, portfolio concentrations, trends in internal credit quality indicators, and current and past underwriting standards that have occurred but are not yet reflected in the historical data underlying our loss estimates.

The allowance related to smaller-balance homogeneous credit card and consumer banking loans whose terms have been modified is calculated on a pool basis using historical loss experience, adjusted for current conditions and reasonable and supportable forecasts of conditions likely to cause future losses which vary from historical levels for the respective class of assets. The allowance related to consumer banking loans that are assessed at a loan-level is determined based on key considerations that include the borrower's overall financial condition, resources and payment history, prospects for support from financially responsible guarantors, and when applicable, the estimated realizable value of any collateral. The allowance related to commercial banking loans that are assessed at a loan-level is generally determined in accordance with our policy for estimating expected credit losses for collateral-dependent loans as described above.

***Off-balance sheet credit exposures***

In addition to the allowance, we also measure expected credit losses related to unfunded lending commitments that are not unconditionally cancellable in our Commercial Banking business. This reserve is measured using the same measurement objectives as the allowance for loans held for investment and is recorded within other liabilities on our consolidated balance sheets. These commitments are segregated by risk according to our internal risk rating scale, which we use to assess credit quality and derive an expected credit loss estimate. We assess these risk classifications, taking into consideration both quantitative and qualitative factors, including historical loss experience, adjusted for current conditions and reasonable and supportable forecasts of conditions likely to cause future losses which vary from historical levels, and utilization assumptions to estimate the reserve for unfunded lending commitments. Expected credit losses are not measured on unfunded lending commitments that are unconditionally cancellable, including all of our unfunded credit card and consumer banking lending commitments and certain of our unfunded commercial banking lending commitments.

Determining the appropriateness of the allowance and the reserve for unfunded lending commitments is complex and requires judgment by management about the effect of matters that are inherently uncertain. Subsequent evaluations of the loan portfolio, in light of the factors then prevailing, may result in significant changes in the reserve for unfunded lending commitments in future periods. See "Note 4—Allowance for Credit Losses and Reserve for Unfunded Lending Commitments" for additional information.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Securitization of Loans**

Our loan securitization activities primarily involve the securitization of credit card and auto loans, which provides a source of funding for us. Loan securitization involves the transfer of a pool of loan receivables from our portfolio to a trust. The trust then sells undivided interests in the pool of loan receivables to third-party investors through the issuance of debt securities and transfers the proceeds from the debt issuance to us as consideration for the loan receivables transferred. The debt securities are collateralized by the loan receivables transferred from our portfolio. We remove loans from our consolidated balance sheets if securitizations qualify as sales to unconsolidated VIEs, recognize assets retained and liabilities assumed at fair value and record a gain or loss on the transferred loans. Alternatively, if the transfer does not qualify as a sale but instead is considered a secured borrowing, the assets will remain on our consolidated balance sheets with an offsetting liability recognized for the amount of proceeds received. See “Note 5—Variable Interest Entities and Securitizations” for additional details.

**Premises, Equipment and Leases**

**Premises and Equipment**

Premises and equipment, including leasehold improvements, are carried at cost less accumulated depreciation and amortization. Land is carried at cost. We capitalize direct costs incurred during the application development stage of internally developed software projects. Depreciation and amortization expenses are calculated using the straight-line method over the estimated useful lives of the assets. Useful lives for premises and equipment are generally estimated as follows:

Premises and Equipment	Useful Lives
Buildings and improvements	5-39 years
Furniture and equipment	3-10 years
Computer software	3 years
Leasehold improvements	Lesser of the useful life or the remaining lease term

Expenditures for maintenance and repairs are expensed as incurred and gains or losses upon disposition are recognized in our consolidated statements of income as realized. See “Note 7—Premises, Equipment and Leases” for additional information.

**Leases**

Lease classification is determined at inception for all lease transactions with an initial term greater than one year. Operating leases are included as right-of-use (“ROU”) assets within other assets, and operating lease liabilities are classified as other liabilities on our consolidated balance sheets. Finance leases are included in premises and equipment, and other borrowings on our consolidated balance sheets. Our operating lease expense is included in occupancy and equipment within non-interest expense in our consolidated statements of income. Lease expense for minimum lease payments are recognized on a straight-line basis over the lease term. See “Note 7—Premises, Equipment and Leases” for additional information.

**Goodwill and Other Intangible Assets**

Goodwill represents the excess of the fair value of the consideration transferred, plus the fair value of any non-controlling interests in the acquiree, over the fair value of the net assets acquired and liabilities assumed as of the acquisition date and is assigned to one or more reporting units at acquisition. A reporting unit is defined as an operating segment, or a business unit that is one level below an operating segment. We have four reporting units: Credit Card, Auto Finance, Other Consumer Banking, and Commercial Banking. Goodwill is not amortized but is tested for impairment at the reporting unit level annually or more frequently if adverse circumstances indicate that it is more likely than not that the carrying amount of a reporting unit exceeds its fair value. These indicators could include a sustained, significant decline in the Company’s stock price, a decline in expected future cash flows, significant disposition activity, a significant adverse change in the economic or business environment, and the testing for recoverability of a significant asset group, among others.

Intangible assets with finite useful lives are amortized on either an accelerated or straight-line basis over their estimated useful lives and are evaluated for impairment whenever events or changes in circumstances indicate the carrying amount of the assets may not be recoverable. See “Note 6—Goodwill and Other Intangible Assets” for additional information.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Mortgage Servicing Rights**

Mortgage servicing rights (“MSRs”) are initially recorded at fair value when mortgage loans are sold or securitized in the secondary market and the right to service these loans is retained for a fee. Commercial MSRs are subsequently accounted for under the amortization method. We evaluate for impairment as of each reporting date and recognize any impairment in other non-interest income. See “Note 6—Goodwill and Other Intangible Assets” for additional information.

**Foreclosed Property and Repossessed Assets**

Foreclosed property and repossessed assets obtained through our lending activities typically include commercial real estate or personal property, such as automobiles, and are recorded at net realizable value. For foreclosed property and repossessed assets, we generally reclassify the loan to repossessed assets upon repossession of the property in satisfaction of the loan. Net realizable value is the estimated fair value of the underlying collateral less estimated selling costs and is based on appraisals, when available. Subsequent to initial recognition, foreclosed property and repossessed assets are recorded at the lower of our initial cost basis or net realizable value, which is routinely monitored and updated. Any changes in net realizable value and gains or losses realized from disposition of the property are recorded in other non-interest expense. See “Note 16—Fair Value Measurement” for details.

**Restricted Equity Investments**

We have investments in Federal Home Loan Banks (“FHLB”) stock and in Federal Reserve Bank stock. These investments, which are included in other assets on our consolidated balance sheets, are not marketable, are carried at cost, and are reviewed for impairment if there is any indicator of impairment.

**Litigation**

We establish reserves for litigation-related matters that arise from the ordinary course of our business activities when it is probable that a loss associated with a claim or proceeding has been incurred and the amount of the loss can be reasonably estimated. Professional service costs, including fees for attorneys and experts, expected to be incurred in connection with a loss contingency are expensed as services are provided. See “Note 18—Commitments, Contingencies, Guarantees and Others” for additional information.

**Customer Rewards Reserve**

We offer products, primarily credit cards, which include programs that allow members to earn rewards based on account activity that can be redeemed for cash (primarily in the form of statement credits), gift cards, travel, or covering eligible charges. The amount of reward that a customer earns varies based on the terms and conditions of the rewards program and product. When rewards are earned by a customer, rewards expense is generally recorded as an offset to interchange income, with a corresponding increase to the customer rewards reserve. The customer rewards reserve is computed based on the estimated future cost of earned rewards that are expected to be redeemed and is reduced as rewards are redeemed. In estimating the customer rewards reserve, we consider historical redemption and spending behavior, as well as the terms and conditions of the current rewards programs, among other factors. Our customer rewards reserve assumes the vast majority of all rewards earned will eventually be redeemed.

**Revenue Recognition*****Interest Income and Fees***

Interest income and fees on loans and investment securities are recognized based on the contractual provisions of the underlying arrangements.

Loan origination fees, direct loan origination costs, premiums and discounts on loans held for investment are deferred and generally amortized into interest income as yield adjustments over the contractual life and/or commitment period using the interest method. Costs deferred include, among other things, incentives paid to our network of auto dealers for loan referrals. In certain circumstances, we elect to factor prepayment estimates into the calculation of the constant effective yield necessary to apply the interest method. Prepayment estimates are based on historical prepayment data, existing and forecasted interest rates,



**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

and economic data. For credit card loans, loan origination fees and direct loan origination costs are amortized on a straight-line basis over a 12-month period.

The unamortized premiums, discounts and other basis adjustments on investment securities are included as components of the investment securities' carrying value and are generally recognized in interest income as yield adjustments over the contractual lives of the securities using the interest method. However, premiums for certain callable investment securities are amortized to the earliest call date.

Finance charges and fees on credit card loans are recorded in revenue when earned and presented on our consolidated balance sheets within either loan receivables (if they have been billed to the customer) or interest receivable (if they have not yet been billed to the customer). Annual membership fees are classified as service charges and other customer-related fees in our consolidated statements of income and are deferred and amortized into income over 12 months on a straight-line basis.

**Interchange Income**

Interchange income generally represents fees for standing ready to authorize and providing settlement on credit and debit card transactions processed through the MasterCard® ("MasterCard") and Visa® ("Visa") interchange networks. The levels and structure of interchange rates set by MasterCard and Visa can vary based on cardholder purchase volumes, among other factors. We recognize interchange income upon settlement. See "Note 17—Business Segments and Revenue from Contracts with Customers" for additional details.

**Card Partnership Agreements**

We have contractual agreements with certain retailers and other partners to provide lending and other services to a mutual customer base. We primarily issue private-label and cobrand credit card loans to these customers over the terms of the partnership agreements.

Certain partners assist in or perform marketing activities on our behalf and promote our products and services to their customers. As compensation for providing these services, we often pay royalties, bounties or other special bonuses to these partners. Our payments to partners are generally recorded as reductions of revenue or as marketing expenses, depending on their nature. Our credit card partnership agreements may also provide for profit or revenue sharing payments which are presented as a reduction of the related revenue line item(s) when owed to the partner.

When a partner agrees to share a portion of the credit losses associated with the partnership, we evaluate the contractual provisions for the loss share payments as well as applicable accounting guidance to determine whether to present the sharing of losses on a gross or net basis in our consolidated financial statements. When loss sharing amounts due from partners are presented on a net basis, they are recorded as a reduction to our provision for credit losses in our consolidated statements of income and reduce the charge-off amounts that we report. The allowance for credit losses attributable to these portfolios is also reduced by the expected reimbursements from these partners for loss sharing amounts. See "Note 4—Allowance for Credit Losses and Reserve for Unfunded Lending Commitments" for additional information related to our loss sharing arrangements.

**Stock-Based Compensation**

We are authorized to issue stock-based compensation to employees and directors in various forms, primarily as restricted stock units ("RSUs") and performance share units ("PSUs"). In addition, we also issue cash-settled RSUs which are not counted against the common shares reserved for issuance or available for issuance because they are settled in cash.

For awards settled in shares, we generally recognize compensation expense on a straight-line basis over the award's requisite service period based on the fair value of the award at the grant date. If an award settled in shares contains a performance condition with graded vesting, we recognize compensation expense using the accelerated attribution method. Restricted stock units that are cash-settled are accounted for as liability awards which results in quarterly expense fluctuations based on changes in our stock price through the date that the awards are settled. Awards to participants that are eligible for retirement or become eligible during the vesting period are expensed immediately or over the time period between the grant date and when the participant becomes retirement eligible, respectively. Stock-based compensation expense is included in salaries and associate benefits in the consolidated statements of income.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For RSUs and PSUs, the fair value of stock-based compensation used in determining compensation expense will generally equal the fair market value of our common stock on the date of grant. Certain share-settled awards have discretionary vesting conditions which result in the remeasurement of these awards at fair value each reporting period and the potential for compensation expense to fluctuate with changes in our stock price. See “Note 13—Stock-Based Compensation Plans” for additional details.

**Marketing Expenses**

Marketing expense includes the cost of our various promotional efforts to attract and retain customers such as advertising, promotional materials, and certain customer incentives, including spend-based bonuses. We expense marketing costs as incurred.

**Income Taxes**

We recognize the current and deferred tax consequences of all transactions that have been recognized in the financial statements using the provisions of the enacted tax laws. Current income tax expense represents our estimated taxes to be paid or refunded for the current period and includes income tax expense related to our uncertain tax positions, as well as tax-related interest and penalties. Deferred tax assets and liabilities are determined based on differences between the financial reporting and tax basis of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. We record valuation allowances to reduce deferred tax assets to the amount that is more likely than not to be realized. We record the effect of remeasuring deferred tax assets and liabilities due to a change in tax rates or laws as a component of income tax expense related to continuing operations for the period in which the change is enacted. We release income tax effects stranded in AOCI when an entire portfolio of the type of item is sold, terminated or extinguished. Income tax benefits are recognized when, based on their technical merits, they are more likely than not to be sustained upon examination. The amount recognized is the largest amount of benefit that is more likely than not to be realized upon settlement. See “Note 15—Income Taxes” for additional details.

**Earnings Per Share**

Earnings per share is calculated and reported under the “two-class” method. The “two-class” method is an earnings allocation method under which earnings per share is calculated for each class of common stock and participating security considering both dividends declared or accumulated and participation rights in undistributed earnings as if all such earnings had been distributed during the period. We have unvested share-based payment awards which have a right to receive non-forfeitable dividends and are therefore deemed to be participating securities.

We calculate basic earnings per share by dividing net income, after deducting dividends on preferred stock and participating securities as well as undistributed earnings allocated to participating securities, by the average number of common shares outstanding during the period, net of any treasury shares. We calculate diluted earnings per share in a similar manner after consideration of the potential dilutive effect of common stock equivalents on the average number of common shares outstanding during the period. Common stock equivalents include stock options, RSUs and PSUs. Common stock equivalents are calculated based upon the treasury stock method using an average market price of common shares during the period. Dilution is not considered when a net loss is reported. Common stock equivalents that have an antidilutive effect are excluded from the computation of diluted earnings per share. See “Note 12—Earnings Per Common Share” for additional details.

**Derivative Instruments and Hedging Activities**

All derivative financial instruments, whether designated in a qualifying hedge accounting relationship or not, are reported at their fair value on our consolidated balance sheets as either assets or liabilities. See “Note 9—Derivative Instruments and Hedging Activities” for additional details.

**CAPITAL ONE FINANCIAL CORPORATION  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Fair Value**

Fair value, also referred to as an exit price, is defined as the price that would be received for an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date. See “Note 16—Fair Value Measurement” for additional information.

**Accounting for Acquisitions**

We account for business combinations under the acquisition method of accounting. Under the acquisition method, tangible and intangible identifiable assets acquired, liabilities assumed and any non-controlling interest in the acquiree are recorded at fair value as of the acquisition date, with limited exceptions. Transaction costs and costs to restructure the acquired company are expensed as incurred. Goodwill is recognized as the excess of the acquisition price over the estimated fair value of the identifiable net assets acquired. Likewise, if the fair value of the net assets acquired is greater than the acquisition price, a bargain purchase gain is recognized and recorded in other non-interest income.

If the acquired set of activities and assets do not meet the accounting definition of a business, the transaction is accounted for as an asset acquisition. In an asset acquisition, the assets acquired are recorded at the purchase price plus any transaction costs incurred and no goodwill is recognized.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Accounting Standards Adopted During the Twelve Months Ended December 31, 2023**

Standard	Guidance	Adoption Timing and Financial Statement Impacts
<b>Modified Borrowings Experiencing Financial Difficulty and Vintage Disclosures</b> ASU No. 2022-02, Financial Instruments - Credit Losses (Topic 326): <i>Troubled Debt Restructurings and Vintage Disclosures</i>  <i>Issued March 2022</i>	Eliminates accounting guidance for troubled debt restructurings ("TDRs") by creditors, and enhances disclosure requirements for certain loan refinancings and restructurings by creditors when a borrower is experiencing financial difficulty.  Requires an entity to disclose current-period gross write-offs by year of origination for financing receivables and net investments in leases.	We adopted this guidance in the first quarter of 2023 using a modified retrospective adoption method, which results in a cumulative-effect adjustment to retained earnings in the period of adoption and prospective application of the enhanced disclosure requirements.  Our adoption of this standard did not have a material impact on our consolidated financial statements.  See "Note 3—Loans" and "Note 4—Allowance for Credit Losses and Reserve for Unfunded Lending Commitments" for additional disclosures.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 2—INVESTMENT SECURITIES**

Our investment securities portfolio consists of the following: U.S. government-sponsored enterprise or agency (“Agency”) and non-agency residential mortgage-backed securities (“RMBS”), agency commercial mortgage-backed securities (“CMBS”), U.S. Treasury securities and other securities. Agency securities include Government National Mortgage Association (“Ginnie Mae”) guaranteed securities, Federal National Mortgage Association (“Fannie Mae”) and Federal Home Loan Mortgage Corporation (“Freddie Mac”) issued securities. The carrying value of our investments in Agency and U.S. Treasury securities represented 97% of our total investment securities portfolio as of both December 31, 2023 and 2022.

The table below presents the amortized cost, allowance for credit losses, gross unrealized gains and losses, and fair value aggregated by major security type as of December 31, 2023 and 2022. Accrued interest receivable of \$227 million and \$215 million as of December 31, 2023 and 2022, respectively, is not included in the table below.

**Table 2.1: Investment Securities Available for Sale**

<i>(Dollars in millions)</i>	December 31, 2023				
	Amortized Cost	Allowance for Credit Losses	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
<b>Investment securities available for sale:</b>					
U.S. Treasury securities	\$ 5,330	\$ 0	\$ 1	\$ (49)	\$ 5,282
<b>RMBS:</b>					
Agency	71,294	0	104	(8,450)	62,948
Non-agency	610	(4)	89	(5)	690
Total RMBS	71,904	(4)	193	(8,455)	63,638
Agency CMBS	8,961	0	14	(652)	8,323
Other securities <sup>(1)</sup>	1,868	0	6	0	1,874
<b>Total investment securities available for sale</b>	<b>\$ 88,063</b>	<b>\$ (4)</b>	<b>\$ 214</b>	<b>\$ (9,156)</b>	<b>\$ 79,117</b>
	December 31, 2022				
<i>(Dollars in millions)</i>	Amortized Cost	Allowance for Credit Losses	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
<b>Investment securities available for sale:</b>					
U.S. Treasury securities	\$ 5,129	\$ 0	\$ 2	\$ (90)	\$ 5,041
<b>RMBS:</b>					
Agency	71,212	0	53	(9,413)	61,852
Non-agency	653	(3)	93	(6)	737
Total RMBS	71,865	(3)	146	(9,419)	62,589
Agency CMBS	8,626	0	4	(760)	7,870
Other securities <sup>(1)</sup>	1,427	0	2	(10)	1,419
<b>Total investment securities available for sale</b>	<b>\$ 87,047</b>	<b>\$ (3)</b>	<b>\$ 154</b>	<b>\$ (10,279)</b>	<b>\$ 76,919</b>

<sup>(1)</sup> Includes \$1.4 billion and \$707 million of asset-backed securities (“ABS”) as of December 31, 2023 and 2022, respectively. The remaining amount is primarily comprised of supranational bonds and foreign government bonds.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Investment Securities in a Gross Unrealized Loss Position**

The table below provides the gross unrealized losses and fair value of our securities available for sale aggregated by major security type and the length of time that individual securities have been in a continuous unrealized loss position as of December 31, 2023 and 2022. The amounts include securities available for sale without an allowance for credit losses.

**Table 2.2: Securities in a Gross Unrealized Loss Position**

<i>(Dollars in millions)</i>	December 31, 2023					
	Less than 12 Months		12 Months or Longer		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
<b>Investment securities available for sale without an allowance for credit losses:</b>						
U.S. Treasury securities	\$ 733	\$ 0	\$ 2,242	\$ (49)	\$ 2,975	\$ (49)
RMBS:						
Agency	3,511	(43)	53,987	(8,407)	57,498	(8,450)
Non-agency	1	0	13	(1)	14	(1)
Total RMBS	3,512	(43)	54,000	(8,408)	57,512	(8,451)
Agency CMBS	547	(7)	6,465	(645)	7,012	(652)
Other securities	276	0	4	0	280	0
<b>Total investment securities available for sale in a gross unrealized loss position without an allowance for credit losses<sup>(1)</sup></b>	<b>\$ 5,068</b>	<b>\$ (50)</b>	<b>\$ 62,711</b>	<b>\$ (9,102)</b>	<b>\$ 67,779</b>	<b>\$ (9,152)</b>
<i>(Dollars in millions)</i>	December 31, 2022					
	Less than 12 Months		12 Months or Longer		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
<b>Investment securities available for sale without an allowance for credit losses:</b>						
U.S. Treasury securities	\$ 2,464	\$ (57)	\$ 448	\$ (33)	\$ 2,912	\$ (90)
RMBS:						
Agency	23,271	(1,809)	36,803	(7,604)	60,074	(9,413)
Non-agency	14	(1)	3	0	17	(1)
Total RMBS	23,285	(1,810)	36,806	(7,604)	60,091	(9,414)
Agency CMBS	4,325	(267)	3,214	(493)	7,539	(760)
Other securities	555	(7)	76	(3)	631	(10)
<b>Total investment securities available for sale in a gross unrealized loss position without an allowance for credit losses<sup>(1)</sup></b>	<b>\$ 30,629</b>	<b>\$ (2,141)</b>	<b>\$ 40,544</b>	<b>\$ (8,133)</b>	<b>\$ 71,173</b>	<b>\$ (10,274)</b>

<sup>(1)</sup> Consists of approximately 2,740 and 2,840 securities in gross unrealized loss positions as of December 31, 2023 and 2022, respectively.

**Maturities and Yields of Investment Securities**

The table below summarizes, as of December 31, 2023, the fair value of our investment securities by major security type and contractual maturity as well as the total fair value, amortized cost and weighted-average yields of our investment securities by contractual maturity. Since borrowers may have the right to call or prepay certain obligations, the expected maturities of our securities are likely to differ from the scheduled contractual maturities presented below. The weighted-average yield below represents the effective yield for the investment securities and is calculated based on the amortized cost of each security.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Table 2.3: Contractual Maturities and Weighted-Average Yields of Securities**

<i>(Dollars in millions)</i>	December 31, 2023				
	Due in 1 Year or Less	Due > 1 Year through 5 Years	Due > 5 Years through 10 Years	Due > 10 Years	Total
<b>Fair value of securities available for sale:</b>					
U.S. Treasury securities	\$ 1,927	\$ 3,355	\$ 0	\$ 0	\$ 5,282
RMBS <sup>(1)</sup> :					
Agency	1	107	1,123	61,717	62,948
Non-agency	0	0	5	685	690
Total RMBS	1	107	1,128	62,402	63,638
Agency CMBS <sup>(1)</sup>	259	2,623	3,502	1,939	8,323
Other securities	282	1,566	26	0	1,874
Total securities available for sale	<u>\$ 2,469</u>	<u>\$ 7,651</u>	<u>\$ 4,656</u>	<u>\$ 64,341</u>	<u>\$ 79,117</u>
Amortized cost of securities available for sale	\$ 2,491	\$ 7,840	\$ 5,038	\$ 72,694	\$ 88,063
Weighted-average yield for securities available for sale	3.71%	4.04%	3.45%	2.92%	3.08%

<sup>(1)</sup> As of December 31, 2023, the weighted-average expected maturities of RMBS and Agency CMBS were 6.8 years and 4.6 years, respectively.

**Table 2.4 Net Securities Gains or Losses and Proceeds from Sales**

The following table presents the gross realized gains or losses and proceeds from the sale of securities available for sale for the years ended December 31, 2023, 2022 and 2021.

<i>(Dollars in millions)</i>	Year Ended December 31,		
	2023	2022	2021
<b>Realized gains (losses):</b>			
Gross realized gains	\$ 0	\$ 1	\$ 10
Gross realized losses	(34)	(10)	(8)
Net realized gains (losses)	<u>\$ (34)</u>	<u>\$ (9)</u>	<u>\$ 2</u>
<b>Total proceeds from sales</b>	<u>\$ 290</u>	<u>\$ 2,570</u>	<u>\$ 2,776</u>

**Securities Pledged and Received**

We pledged investment securities totaling \$45.1 billion and \$21.3 billion as of December 31, 2023 and 2022, respectively. These securities are primarily pledged to support our access to FHLB advances, the Bank Term Funding Program ("BTFP") and Public Fund Deposits, as well as for other purposes as required or permitted by law. We accepted pledges of securities with a fair value of approximately \$16 million and \$82 million as of December 31, 2023 and 2022, respectively, related to our derivative transactions.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 3—LOANS**

Our loan portfolio consists of loans held for investment, including loans held in our consolidated trusts, and loans held for sale. We further divide our loans held for investment into three portfolio segments: Credit Card, Consumer Banking and Commercial Banking. Credit card loans consist of domestic and international credit card loans. Consumer banking loans consist of auto and retail banking loans. Commercial banking loans consist of commercial and multifamily real estate as well as commercial and industrial loans. The information presented in the tables in this note excludes loans held for sale, which are carried at either fair value (if we elect the fair value option) or at the lower of cost or fair value.

Accrued interest receivable of \$2.2 billion and \$1.9 billion as of December 31, 2023 and 2022, respectively, is not included in the tables in this note. The table below presents the composition and aging analysis of our loans held for investment portfolio as of December 31, 2023 and 2022. The delinquency aging includes all past due loans, both performing and nonperforming.

**Table 3.1: Loan Portfolio Composition and Aging Analysis**

<i>(Dollars in millions)</i>	December 31, 2023					
	Current	Delinquent Loans			Total Delinquent Loans	Total Loans
		30-59 Days	60-89 Days	≥ 90 Days		
<b>Credit Card:</b>						
Domestic credit card	\$ 140,860	\$ 1,968	\$ 1,471	\$ 3,367	\$ 6,806	\$ 147,666
International card businesses	6,552	116	76	137	329	6,881
Total credit card	147,412	2,084	1,547	3,504	7,135	154,547
<b>Consumer Banking:</b>						
Auto	68,768	3,268	1,555	484	5,307	74,075
Retail banking	1,329	15	3	15	33	1,362
Total consumer banking	70,097	3,283	1,558	499	5,340	75,437
<b>Commercial Banking:</b>						
Commercial and multifamily real estate	34,325	0	14	107	121	34,446
Commercial and industrial	55,861	0	0	181	181	56,042
Total commercial banking	90,186	0	14	288	302	90,488
Total loans <sup>(1)</sup>	\$ 307,695	\$ 5,367	\$ 3,119	\$ 4,291	\$ 12,777	\$ 320,472
% of Total loans	96.01%	1.68%	0.97%	1.34%	3.99%	100.00%

<i>(Dollars in millions)</i>	December 31, 2022					
	Current	Delinquent Loans			Total Delinquent Loans	Total Loans
		30-59 Days	60-89 Days	≥ 90 Days		
<b>Credit Card:</b>						
Domestic credit card	\$ 127,066	\$ 1,405	\$ 975	\$ 2,135	\$ 4,515	\$ 131,581
International card businesses	5,895	86	58	110	254	6,149
Total credit card	132,961	1,491	1,033	2,245	4,769	137,730
<b>Consumer Banking:</b>						
Auto	73,467	3,101	1,418	387	4,906	78,373
Retail banking	1,518	13	4	17	34	1,552
Total consumer banking	74,985	3,114	1,422	404	4,940	79,925



**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

	December 31, 2022					
	Delinquent Loans					Total Loans
<i>(Dollars in millions)</i>	Current	30-59 Days	60-89 Days	≥ 90 Days	Total Delinquent Loans	
<b>Commercial Banking:</b>						
Commercial and multifamily real estate	37,417	0	1	35	36	37,453
Commercial and industrial	56,942	61	55	165	281	57,223
Total commercial banking	94,359	61	56	200	317	94,676
Total loans <sup>(1)</sup>	<u>\$ 302,305</u>	<u>\$ 4,666</u>	<u>\$ 2,511</u>	<u>\$ 2,849</u>	<u>\$ 10,026</u>	<u>\$ 312,331</u>
% of Total loans	96.79%	1.50%	0.80%	0.91%	3.21%	100.00%

<sup>(1)</sup> Loans include unamortized premiums, discounts, and deferred fees and costs totaling \$1.4 billion as of both December 31, 2023 and 2022.

The following table presents our loans held for investment that are 90 days or more past due that continue to accrue interest, loans that are classified as nonperforming and loans that are classified as nonperforming without an allowance as of December 31, 2023 and 2022. Nonperforming loans generally include loans that have been placed on nonaccrual status.

**Table 3.2: 90+ Day Delinquent Loans Accruing Interest and Nonperforming Loans**

	December 31, 2023			December 31, 2022		
	≥ 90 Days and Accruing	Nonperforming Loans <sup>(1)</sup>	Nonperforming Loans Without an Allowance	≥ 90 Days and Accruing	Nonperforming Loans <sup>(1)</sup>	Nonperforming Loans Without an Allowance
<b>Credit Card:</b>						
Domestic credit card	\$ 3,367	N/A	\$ 0	\$ 2,135	N/A	\$ 0
International card businesses	132	9	0	105	9	0
Total credit card	3,499	9	0	2,240	9	0
<b>Consumer Banking:</b>						
Auto	0	712	0	0	595	0
Retail banking	0	46	19	0	39	8
Total consumer banking	0	758	19	0	634	8
<b>Commercial Banking:</b>						
Commercial and multifamily real estate	0	425	335	0	271	246
Commercial and industrial	55	336	193	0	430	294
Total commercial banking	55	761	528	0	701	540
Total	<u>\$ 3,554</u>	<u>\$ 1,528</u>	<u>\$ 547</u>	<u>\$ 2,240</u>	<u>\$ 1,344</u>	<u>\$ 548</u>
% of Total loans held for investment	1.11 %	0.48 %	0.17 %	0.72 %	0.43 %	0.18 %

<sup>(1)</sup> We recognized interest income for loans classified as nonperforming of \$91 million and \$66 million for the years ended December 31, 2023 and 2022, respectively.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Credit Quality Indicators**

We closely monitor economic conditions and loan performance trends to assess and manage our exposure to credit risk. We discuss these risks and our credit quality indicator for each portfolio segment below.

**Credit Card**

Our credit card loan portfolio is highly diversified across millions of accounts and numerous geographies without significant individual exposure. We therefore generally manage credit risk based on portfolios with common risk characteristics. The risk in our credit card loan portfolio correlates to broad economic trends, such as the U.S. unemployment rate and U.S. Real Gross Domestic Product ("GDP") growth rate, as well as consumers' financial condition, all of which can have a material effect on credit performance. The key indicator we assess in monitoring the credit quality and risk of our credit card loan portfolio is delinquency trends, including an analysis of loan migration between delinquency categories over time.

The table below presents our credit card portfolio by delinquency status as of December 31, 2023 and 2022.

**Table 3.3: Credit Card Delinquency Status**

<i>(Dollars in millions)</i>	December 31, 2023			December 31, 2022		
	Revolving Loans	Revolving Loans Converted to Term	Total	Revolving Loans	Revolving Loans Converted to Term	Total
<b>Credit Card:</b>						
<b>Domestic credit card:</b>						
Current	\$ 140,521	\$ 339	\$ 140,860	\$ 126,811	\$ 255	\$ 127,066
30-59 days	1,940	28	1,968	1,388	17	1,405
60-89 days	1,454	17	1,471	964	11	975
Greater than 90 days	3,339	28	3,367	2,121	14	2,135
<b>Total domestic credit card</b>	<b>147,254</b>	<b>412</b>	<b>147,666</b>	<b>131,284</b>	<b>297</b>	<b>131,581</b>
<b>International card businesses:</b>						
Current	6,521	31	6,552	5,866	29	5,895
30-59 days	112	4	116	83	3	86
60-89 days	72	4	76	55	3	58
Greater than 90 days	132	5	137	106	4	110
Total international card businesses	6,837	44	6,881	6,110	39	6,149
<b>Total credit card</b>	<b>\$ 154,091</b>	<b>\$ 456</b>	<b>\$ 154,547</b>	<b>\$ 137,394</b>	<b>\$ 336</b>	<b>\$ 137,730</b>

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Consumer Banking**

Our consumer banking loan portfolio consists of auto and retail banking loans. Similar to our credit card loan portfolio, the risk in our consumer banking loan portfolio correlates to broad economic trends as well as consumers' financial condition, all of which can have a material effect on credit performance. The key indicator we consider when assessing the credit quality and risk of our auto loan portfolio is borrower credit scores as they measure the creditworthiness of borrowers. Delinquency trends are the key indicator we assess in monitoring the credit quality and risk of our retail banking loan portfolio.

The table below presents our consumer banking portfolio of loans held for investment by credit quality indicator as of December 31, 2023 and 2022. We present our auto loan portfolio by Fair Isaac Corporation ("FICO") scores at origination and our retail banking loan portfolio by delinquency status, which includes all past due loans, both performing and nonperforming.

**Table 3.4: Consumer Banking Portfolio by Vintage Year**

<i>(Dollars in millions)</i>	December 31, 2023									
	Term Loans by Vintage Year						Total Term Loans	Revolving Loans	Revolving Loans Converted to Term	Total
	2023	2022	2021	2020	2019	Prior				
<b>Auto—At origination FICO scores:<sup>(1)</sup></b>										
Greater than 660	\$ 12,219	\$ 12,593	\$ 9,505	\$ 3,124	\$ 1,213	\$ 309	\$ 38,963	\$ 0	\$ 0	\$ 38,963
621-660	4,863	4,432	3,346	1,337	592	192	14,762	0	0	14,762
620 or below	6,647	5,539	4,283	2,349	1,131	401	20,350	0	0	20,350
<b>Total auto</b>	<b>23,729</b>	<b>22,564</b>	<b>17,134</b>	<b>6,810</b>	<b>2,936</b>	<b>902</b>	<b>74,075</b>	<b>0</b>	<b>0</b>	<b>74,075</b>
<b>Retail banking—Delinquency status:</b>										
Current	98	157	57	65	117	468	962	363	4	1,329
30-59 days	1	0	1	1	0	1	4	11	0	15
60-89 days	0	0	0	0	0	1	1	2	0	3
Greater than 90 days	0	0	0	0	0	8	8	6	1	15
<b>Total retail banking</b>	<b>99</b>	<b>157</b>	<b>58</b>	<b>66</b>	<b>117</b>	<b>478</b>	<b>975</b>	<b>382</b>	<b>5</b>	<b>1,362</b>
<b>Total consumer banking</b>	<b>\$ 23,828</b>	<b>\$ 22,721</b>	<b>\$ 17,192</b>	<b>\$ 6,876</b>	<b>\$ 3,053</b>	<b>\$ 1,380</b>	<b>\$ 75,050</b>	<b>\$ 382</b>	<b>\$ 5</b>	<b>\$ 75,437</b>

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

December 31, 2022

(Dollars in millions)	Term Loans by Vintage Year						Total Term Loans	Revolving Loans	Revolving Loans Converted to Term	Total
	2022	2021	2020	2019	2018	Prior				
<b>Auto—At origination FICO scores:<sup>(1)</sup></b>										
Greater than 660	\$ 17,872	\$ 14,246	\$ 5,354	\$ 2,595	\$ 1,032	\$ 328	\$ 41,427	\$ 0	\$ 0	\$ 41,427
621-660	6,212	5,060	2,257	1,167	513	185	15,394	0	0	15,394
620 or below	7,717	6,501	3,898	2,144	914	378	21,552	0	0	21,552
<b>Total auto</b>	<b>31,801</b>	<b>25,807</b>	<b>11,509</b>	<b>5,906</b>	<b>2,459</b>	<b>891</b>	<b>78,373</b>	<b>0</b>	<b>0</b>	<b>78,373</b>
<b>Retail banking—Delinquency status:</b>										
Current	166	128	82	133	127	470	1,106	408	4	1,518
30-59 days	2	1	0	0	0	2	5	8	0	13
60-89 days	0	1	0	0	0	1	2	2	0	4
Greater than 90 days	0	0	0	0	3	8	11	4	2	17
<b>Total retail banking</b>	<b>168</b>	<b>130</b>	<b>82</b>	<b>133</b>	<b>130</b>	<b>481</b>	<b>1,124</b>	<b>422</b>	<b>6</b>	<b>1,552</b>
<b>Total consumer banking</b>	<b>\$ 31,969</b>	<b>\$ 25,937</b>	<b>\$ 11,591</b>	<b>\$ 6,039</b>	<b>\$ 2,589</b>	<b>\$ 1,372</b>	<b>\$ 79,497</b>	<b>\$ 422</b>	<b>\$ 6</b>	<b>\$ 79,925</b>

<sup>(1)</sup> Amounts represent period-end loans held for investment in each credit score category. Auto credit scores generally represent average FICO scores obtained from three credit bureaus at the time of application and are not refreshed thereafter. Balances for which no credit score is available or the credit score is invalid are included in the 620 or below category.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Commercial Banking**

The key credit quality indicator for our commercial loan portfolios is our internal risk ratings. We assign internal risk ratings to loans based on relevant information about the ability of the borrowers to repay their debt. In determining the risk rating of a particular loan, some of the factors considered are the borrower's current financial condition, historical and projected future credit performance, prospects for support from financially responsible guarantors, the estimated realizable value of any collateral and current economic trends. The scale based on our internal risk rating system is as follows:

- *Noncriticized*: Loans that have not been designated as criticized, frequently referred to as "pass" loans.
- *Criticized performing*: Loans in which the financial condition of the obligor is stressed, affecting earnings, cash flows or collateral values. The borrower currently has adequate capacity to meet near-term obligations; however, the stress, left unabated, may result in deterioration of the repayment prospects at some future date.
- *Criticized nonperforming*: Loans that are not adequately protected by the current net worth and paying capacity of the obligor or the collateral pledged, if any. Loans classified as criticized nonperforming have a well-defined weakness, or weaknesses, which jeopardize the full repayment of the debt. These loans are characterized by the distinct possibility that we will sustain a credit loss if the deficiencies are not corrected and are generally placed on nonaccrual status.

We use our internal risk rating system for regulatory reporting, determining the frequency of credit exposure reviews, and evaluating and determining the allowance for credit losses. Generally, loans that are designated as criticized performing and criticized nonperforming are reviewed quarterly by management to determine if they are appropriately classified/rated and whether any impairment exists. Noncriticized loans are also generally reviewed, at least annually, to determine the appropriate risk rating. In addition, we evaluate the risk rating during the renewal process of any loan or if a loan becomes past due.

The following table presents our commercial banking portfolio of loans held for investment by internal risk ratings as of December 31, 2023 and 2022. The internal risk rating status includes all past due loans, both performing and nonperforming.

**Table 3.5: Commercial Banking Portfolio by Internal Risk Ratings**

(Dollars in millions)	December 31, 2023									
	Term Loans by Vintage Year						Total Term Loans	Revolving Loans	Revolving Loans Converted to Term	Total
	2023	2022	2021	2020	2019	Prior				
<b>Internal risk rating:<sup>(1)</sup></b>										
<b>Commercial and multifamily real estate</b>										
Noncriticized	\$ 3,068	\$ 4,665	\$ 2,773	\$ 1,019	\$ 2,104	\$ 3,670	\$ 17,299	\$ 12,565	\$ 25	\$ 29,889
Criticized performing	148	1,494	706	284	463	904	3,999	133	0	4,132
Criticized nonperforming	65	26	124	0	47	163	425	0	0	425
<b>Total commercial and multifamily real estate</b>	<b>3,281</b>	<b>6,185</b>	<b>3,603</b>	<b>1,303</b>	<b>2,614</b>	<b>4,737</b>	<b>21,723</b>	<b>12,698</b>	<b>25</b>	<b>34,446</b>
<b>Commercial and industrial</b>										
Noncriticized	6,909	11,935	6,994	3,566	2,359	5,117	36,880	14,822	167	51,869
Criticized performing	353	706	655	237	348	349	2,648	1,189	0	3,837
Criticized nonperforming	13	53	30	18	123	68	305	31	0	336
<b>Total commercial and industrial</b>	<b>7,275</b>	<b>12,694</b>	<b>7,679</b>	<b>3,821</b>	<b>2,830</b>	<b>5,534</b>	<b>39,833</b>	<b>16,042</b>	<b>167</b>	<b>56,042</b>
<b>Total commercial banking</b>	<b>\$ 10,556</b>	<b>\$ 18,879</b>	<b>\$ 11,282</b>	<b>\$ 5,124</b>	<b>\$ 5,444</b>	<b>\$ 10,271</b>	<b>\$ 61,556</b>	<b>\$ 28,740</b>	<b>\$ 192</b>	<b>\$ 90,488</b>

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

December 31, 2022

<i>(Dollars in millions)</i>	Term Loans by Vintage Year							Total Term Loans	Revolving Loans	Revolving Loans Converted to Term	Total
	2022	2021	2020	2019	2018	Prior	Total Term Loans				
<b>Internal risk rating:<sup>(1)</sup></b>											
<b>Commercial and multifamily real estate</b>											
Noncriticized	\$ 5,860	\$ 4,807	\$ 1,676	\$ 2,879	\$ 1,927	\$ 3,474	\$ 20,623	\$ 13,254	\$ 25	\$ 33,902	
Criticized performing	359	487	212	535	378	1,196	3,167	113	0	3,280	
Criticized nonperforming	1	22	0	94	19	135	271	0	0	271	
Total commercial and multifamily real estate	6,220	5,316	1,888	3,508	2,324	4,805	24,061	13,367	25	37,453	
<b>Commercial and industrial</b>											
Noncriticized	13,485	7,993	4,466	3,420	1,797	5,349	36,510	17,187	21	53,718	
Criticized performing	482	686	216	336	228	163	2,111	964	0	3,075	
Criticized nonperforming	30	29	0	156	82	57	354	76	0	430	
Total commercial and industrial	13,997	8,708	4,682	3,912	2,107	5,569	38,975	18,227	21	57,223	
Total commercial banking	\$ 20,217	\$ 14,024	\$ 6,570	\$ 7,420	\$ 4,431	\$ 10,374	\$ 63,036	\$ 31,594	\$ 46	\$ 94,676	

<sup>(1)</sup> Criticized exposures correspond to the "Special Mention," "Substandard" and "Doubtful" asset categories defined by bank regulatory authorities.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Financial Difficulty Modifications to Borrowers**

As part of our loss mitigation efforts, we may provide short-term (one to twelve months) or long-term (greater than twelve months) modifications to a borrower experiencing financial difficulty to improve long-term collectability of the loan and to avoid the need for repossession or foreclosure of collateral.

We consider the impact of all loan modifications when estimating the credit quality of our loan portfolio and establishing allowance levels. For our Commercial Banking customers, loan modifications are also considered in the assignment of an internal risk rating.

On January 1, 2023, we adopted ASU 2022-02, *Financial Instruments - Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures* using the modified retrospective adoption method. The ASU eliminates the accounting guidance for TDRs and enhances disclosure requirements for certain loan refinancings and restructurings by creditors when a borrower is experiencing financial difficulty. The types of modifications we offer borrowers experiencing financial difficulty did not change as a result of ASU 2022-02. Under this new accounting guidance, FDMs are accumulated and the performance of each loan that received a FDM is reported on a rolling twelve month basis. For the reporting period ended December 31, 2023, FDMs and the related borrower performance information pertain to FDMs which occurred in the year ended December 31, 2023. For additional information on FDMs, see "Note 1—Summary of Significant Accounting Policies."

For the reporting periods prior to adoption of ASU 2022-02, our previous TDR disclosures are included below in the "Troubled Debt Restructurings" section. For additional information on loan modifications classified as a TDR prior to January 1, 2023, see "Note 1—Summary of Significant Accounting Policies." FDM disclosures are not directly comparable to the prior period TDR disclosures due to differences in the respective accounting guidance and disclosure requirements.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The following table presents the major modification types, amortized cost amounts for each modification type and financial effects for all FDMs undertaken during for the year ended December 31, 2023.

**Table 3.6: Financial Difficulty Modifications to Borrowers**

(Dollars in millions)	Year Ended December 31, 2023									
	Credit Card			Consumer Banking			Commercial Banking			
	Domestic Card	International Card Businesses	Total Credit Card	Auto	Retail Banking	Total Consumer Banking	Commercial and Multifamily Real Estate	Commercial and Industrial	Total Commercial Banking	Total
Interest rate reduction	\$ 590	\$ 97	\$ 687	—	—	—	—	—	—	\$ 687
Term extension	—	—	—	\$ 65	\$ 6	\$ 71	\$ 463	\$ 436	\$ 899	\$ 970
Principal balance reduction	—	—	—	21	—	21	—	—	—	21
Principal balance reduction and term extension	—	—	—	—	—	—	—	11	11	11
Interest rate reduction and term extension	12	—	12	672	1	673	—	26	26	711
Other <sup>(1)</sup>	—	—	—	4	3	7	2	451	453	460
Total loans modified	<u>\$ 602</u>	<u>\$ 97</u>	<u>\$ 699</u>	<u>\$ 762</u>	<u>\$ 10</u>	<u>\$ 772</u>	<u>\$ 465</u>	<u>\$ 924</u>	<u>\$ 1,389</u>	<u>\$ 2,860</u>
% of total class of receivables	0.41 %	1.41 %	0.45 %	1.03 %	0.74 %	1.02 %	1.35 %	1.65 %	1.54 %	0.89 %

<sup>(1)</sup> Consumer Banking and Commercial Banking consists of modifications other than interest rate reduction, term extension, or principal balance reduction.

**Table 3.7: Financial Effects of Financial Difficulty Modifications to Borrowers**

(Dollars in millions)	Year Ended December 31, 2023					
	Credit Card		Consumer Banking		Commercial Banking	
	Domestic Card	International Card Businesses	Auto	Retail Banking	Commercial and Multifamily Real Estate	Commercial and Industrial
Weighted-average interest rate reduction	19.32%	27.10%	8.72%	2.00%	—	0.25%
Payment delay duration (in months)	12	—	5.93	10.35	13.38	6.79
Principal balance reduction	—	—	\$1	—	\$20	\$3



**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Performance of Financial Difficulty Modifications to Borrowers**

We monitor loan performance trends, including FDMs, to assess and manage our exposure to credit risk. See “Note 1—Summary of Significant Accounting Policies” for additional information on how the allowance for modified loans is calculated for each portfolio segment.

The following table presents FDMs over a rolling 12 month period by delinquency status as of December 31, 2023.

**Table 3.8 Delinquency Status of Loan Modifications to Borrowers Experiencing Financial Difficulty<sup>(1)</sup>**

<i>(Dollars in millions)</i>	December 31, 2023					
	Current	Delinquent Loans			Total Delinquent Loans	Total Loans
		30-59 Days	60-89 Days	≥ 90 Days		
<b>Credit Card:</b>						
Domestic credit card	\$ 384	\$ 81	\$ 46	\$ 91	\$ 218	\$ 602
International card businesses	49	9	9	30	48	97
Total credit card	433	90	55	121	266	699
<b>Consumer Banking:</b>						
Auto	548	107	76	31	214	762
Retail banking	10	0	0	0	0	10
Total consumer banking	558	107	76	31	214	772
<b>Commercial Banking:</b>						
Commercial and multifamily real estate	426	0	0	39	39	465
Commercial and industrial	820	0	0	104	104	924
Total commercial banking	1,246	0	0	143	143	1,389
<b>Total</b>	<b>\$ 2,237</b>	<b>\$ 197</b>	<b>\$ 131</b>	<b>\$ 295</b>	<b>\$ 623</b>	<b>\$ 2,860</b>

<sup>(1)</sup> Commitments to lend additional funds on FDMs totaled \$109 million as of December 31, 2023.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Subsequent Defaults of Financial Difficulty Modifications to Borrowers**

FDMs may subsequently enter default. A default occurs if a FDM is either 90 days or more delinquent, has been charged off, or has been reclassified from accrual to nonaccrual status. Loans that entered a modification program in any stage of delinquency are included in the aging table above. Loans that entered a modification program while in default are not considered to have subsequently defaulted for purposes of this disclosure. The allowance for any FDMs that have subsequently defaulted is measured using the same methodology as the allowance for loans held for investment. See "Note 1—Summary of Significant Accounting Policies" for additional information.

The following table presents FDMs that entered subsequent default for the year ended December 31, 2023.

**Table 3.9 Subsequent Defaults of Financial Difficulty Modifications to Borrowers**

<i>(Dollars in millions)</i>	Year Ended December 31, 2023			
	Interest Rate Reduction	Term Extension	Interest Rate Reduction and Term Extension	Total Loans
<b>Credit Card:</b>				
Domestic credit card	\$ 89	\$ 0	\$ 1	\$ 90
International card businesses	20	0	0	20
Total credit card	109	0	1	110
<b>Consumer Banking:</b>				
Auto	0	15	235	250
Total consumer banking	0	15	235	250
<b>Commercial Banking:</b>				
Commercial and multifamily real estate	0	46	0	46
Commercial and industrial	0	51	0	51
Total commercial banking	0	97	0	97
Total	\$ 109	\$ 112	\$ 236	\$ 457

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Troubled Debt Restructurings**

We adopted ASU 2022-02, *Financial Instruments - Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures* on January 1, 2023, and elected the modified retrospective adoption method. The ASU eliminates the accounting guidance for TDRs, and establishes disclosure requirements, to be applied prospectively, for loans with FDMs.

The following tables present the major modification types, amortized cost amounts and financial effects of loans modified in a TDR during the years ended December 31, 2022 and 2021.

**Table 3.10: Troubled Debt Restructurings<sup>(1)</sup>**

<i>(Dollars in millions)</i>	Total Loans Modified <sup>(2)</sup>	Year Ended December 31, 2022			
		Reduced Interest Rate		Term Extension	
		% of TDR Activity <sup>(3)</sup>	Average Rate Reduction	% of TDR Activity <sup>(3)</sup>	Average Term Extension (Months)
<b>Credit Card:</b>					
Domestic credit card	\$ 306	100%	16.54%	N/A	N/A
International card businesses	127	100	27.42	N/A	N/A
Total credit card	433	100	19.73	N/A	N/A
<b>Consumer Banking:</b>					
Auto	1,070	57	8.53	97%	4
Retail banking	7	N/A	N/A	92	13
Total consumer banking	1,077	57	8.53	97	4
<b>Commercial Banking:</b>					
Commercial and multifamily real estate	385	8	0.28	84	13
Commercial and industrial	357	N/A	N/A	64	13
Total commercial banking	742	4	0.28	74	13
Total	\$ 2,252				

<i>(Dollars in millions)</i>	Total Loans Modified <sup>(2)</sup>	Year Ended December 31, 2021					
		Reduced Interest Rate		Term Extension		Balance Reduction	
		% of TDR Activity <sup>(3)</sup>	Average Rate Reduction	% of TDR Activity <sup>(3)</sup>	Average Term Extension (Months)	% of TDR Activity <sup>(3)</sup>	Gross Balance Reduction
<b>Credit Card:</b>							
Domestic credit card	\$ 154	100%	15.90%	N/A	N/A	N/A	N/A
International card businesses	123	100	27.70	N/A	N/A	N/A	N/A
Total credit card	277	100	21.15	N/A	N/A	N/A	N/A
<b>Consumer Banking:</b>							
Auto	371	43	8.72	93%	4	0%	\$ 1
Retail banking	3	13	2.94	30	42	N/A	N/A
Total consumer banking	374	42	8.70	93	4	0	1
<b>Commercial Banking:</b>							
Commercial and multifamily real estate	49	21	1.19	85	11	N/A	N/A
Commercial and industrial	112	N/A	N/A	30	6	N/A	N/A
Total commercial banking	161	6	1.19	46	9	N/A	N/A
Total	\$ 812						

<sup>(1)</sup> Commitments to lend additional funds on loans modified in TDRs totaled \$219 million and \$168 million as of December 31, 2022 and 2021, respectively.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

<sup>(2)</sup> Represents the amortized cost of total loans modified in TDRs at the end of the period in which they were modified. As not every modification type is included in the table above, the total percentage of TDR activity may not add up to 100%. Some loans may receive more than one type of modification.

<sup>(3)</sup> Due to multiple modification types granted to some troubled borrowers, percentages may total more than 100% for certain loan types.

**Subsequent Defaults of Completed TDR Modifications**

The following table presents the type, number and amortized cost of loans modified in a TDR that experienced a default during the period and had completed a modification event in the twelve months prior to the default. A default occurs if the loan is either 90 days or more delinquent, has been charged off as of the end of the period presented or has been reclassified from accrual to nonaccrual status.

**Table 3.11: TDR—Subsequent Defaults**

<i>(Dollars in millions)</i>	Year Ended December 31,			
	2022		2021	
	Number of Contracts	Amount	Number of Contracts	Amount
<b>Credit Card:</b>				
Domestic credit card	37,029	\$ 75	18,694	\$ 35
International card businesses	74,432	79	58,914	87
Total credit card	111,461	154	77,608	122
<b>Consumer Banking:</b>				
Auto	16,100	285	8,847	136
Retail banking	1	1	9	0
Total consumer banking	16,101	286	8,856	136
<b>Commercial Banking:</b>				
Commercial and multifamily real estate	2	27	1	50
Commercial and industrial	5	56	7	120
Total commercial banking	7	83	8	170
<b>Total</b>	<b>127,569</b>	<b>\$ 523</b>	<b>86,472</b>	<b>\$ 428</b>

**Loans Pledged**

We pledged loan collateral of \$7.4 billion and \$9.8 billion to secure a portion of our FHLB borrowing capacity of \$32.1 billion and \$19.9 billion as of December 31, 2023 and 2022, respectively. We also pledged loan collateral of \$78.3 billion and \$34.1 billion to secure our Federal Reserve Discount Window borrowing capacity of \$41.4 billion and \$19.7 billion as of December 31, 2023 and 2022, respectively. In addition to loans pledged, we have securitized a portion of our credit card and auto loan portfolios. See “Note 5—Variable Interest Entities and Securitizations” for additional information.

**Loans Held for Sale**

Our total loans held for sale was \$854 million and \$203 million as of December 31, 2023 and 2022, respectively. We originated for sale \$4.4 billion, \$8.6 billion and \$9.1 billion of commercial multifamily real estate loans in 2023, 2022 and 2021, respectively, and typically retain servicing rights upon the sale of these loans.

**Revolving Loans Converted to Term Loans**

For the years ended December 31, 2023 and 2022, we converted \$617 million and \$441 million of revolving loans to term loans, respectively, primarily in our domestic credit card and commercial banking loan portfolios.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 4—ALLOWANCE FOR CREDIT LOSSES AND RESERVE FOR UNFUNDED LENDING COMMITMENTS**

Our allowance for credit losses represents management’s current estimate of expected credit losses over the contractual terms of our loans held for investment as of each balance sheet date. Expected recoveries of amounts previously charged off or expected to be charged off are recognized within the allowance. Significant judgment is applied in our estimation of lifetime credit losses. When developing an estimate of expected credit losses, we use both quantitative and qualitative methods in considering all available information relevant to assessing collectability. This may include internal information, external information or a combination of both relating to past events, current conditions and reasonable and supportable forecasts. Our estimate of expected credit losses includes a reasonable and supportable forecast period of one year and then reverts over a one-year period to historical losses at each relevant loss component of the estimate. Management will consider and may qualitatively adjust for conditions, changes and trends in loan portfolios that may not be captured in modeled results. These adjustments are referred to as qualitative factors and represent management’s judgment of the imprecision and risks inherent in the processes and assumptions used in establishing the allowance for credit losses.

For credit card loans, finance charges and fees are charged off simultaneously with the charge-off of other components of amortized cost as a reduction of revenue. Total net revenue was reduced by \$1.9 billion, \$946 million and \$629 million in 2023, 2022 and 2021, respectively, for finance charges and fees charged-off as uncollectible.

We have unfunded lending commitments in our Commercial Banking business that are not unconditionally cancellable by us and for which we estimate expected credit losses in establishing a reserve. This reserve is measured using the same measurement objectives as the allowance for loans held for investment. We build or release the reserve for unfunded lending commitments through the provision for credit losses in our consolidated statements of income, and the related reserve for unfunded lending commitments is included in other liabilities on our consolidated balance sheets.

See “Note 1—Summary of Significant Accounting Policies” for further discussion of the methodology and policies for determining our allowance for credit losses for each of our loan portfolio segments, as well as information on our reserve for unfunded lending commitments.

**Allowance for Credit Losses and Reserve for Unfunded Lending Commitments Activity**

The table below summarizes changes in the allowance for credit losses and reserve for unfunded lending commitments by portfolio segment for the years ended December 31, 2023, 2022 and 2021. Our allowance for credit losses increased by \$2.1 billion to \$15.3 billion as of December 31, 2023 from 2022.

**Table 4.1: Allowance for Credit Losses and Reserve for Unfunded Lending Commitments Activity**

<i>(Dollars in millions)</i>	Year Ended December 31, 2023			
	Credit Card	Consumer Banking	Commercial Banking	Total
<b>Allowance for credit losses:</b>				
Balance as of December 31, 2020	\$ 11,191	\$ 2,715	\$ 1,658	\$ 15,564
Charge-offs	(3,481)	(1,211)	(48)	(4,740)
Recoveries <sup>(1)</sup>	1,525	935	46	2,506
Net charge-offs	(1,956)	(276)	(2)	(2,234)
Benefit for credit losses	(902)	(521)	(489)	(1,912)
Allowance release for credit losses	(2,858)	(797)	(491)	(4,146)
Other changes <sup>(2)</sup>	12	0	0	12
Balance as of December 31, 2021	8,345	1,918	1,167	11,430
<b>Reserve for unfunded lending commitments:</b>				
Balance as of December 31, 2020	0	0	195	195
Provision (benefit) for losses on unfunded lending commitments	0	0	(30)	(30)
Balance as of December 31, 2021	0	0	165	165
<b>Combined allowance and reserve as of December 31, 2021</b>	<b>\$ 8,345</b>	<b>\$ 1,918</b>	<b>\$ 1,332</b>	<b>\$ 11,595</b>

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

(Dollars in millions)	Year Ended December 31, 2023			
	Credit Card	Consumer Banking	Commercial Banking	Total
<b>Allowance for credit losses:</b>				
Balance as of December 31, 2021	\$ 8,345	\$ 1,918	\$ 1,167	\$ 11,430
Charge-offs	(4,362)	(1,614)	(88)	(6,064)
Recoveries <sup>(1)</sup>	1,314	760	17	2,091
Net charge-offs	(3,048)	(854)	(71)	(3,973)
Provision (benefit) for credit losses	4,265	1,173	362	5,800
Allowance build for credit losses	1,217	319	291	1,827
Other changes <sup>(2)</sup>	(17)	0	0	(17)
Balance as of December 31, 2022	9,545	2,237	1,458	13,240
<b>Reserve for unfunded lending commitments:</b>				
Balance as of December 31, 2021	0	0	165	165
Provision for losses on unfunded lending commitments	0	0	53	53
Balance as of December 31, 2022	0	0	218	218
<b>Combined allowance and reserve as of December 31, 2022</b>	<b>\$ 9,545</b>	<b>\$ 2,237</b>	<b>\$ 1,676</b>	<b>\$ 13,458</b>
<b>Allowance for credit losses:</b>				
Balance as of December 31, 2022	\$ 9,545	\$ 2,237	\$ 1,458	\$ 13,240
Cumulative effects of accounting standards adoption <sup>(3)</sup>	(63)	0	0	(63)
Balance as of January 1, 2023	9,482	2,237	1,458	13,177
Charge-offs	(7,787)	(2,327)	(588)	(10,702)
Recoveries <sup>(1)</sup>	1,315	963	10	2,288
Net charge-offs	(6,472)	(1,364)	(578)	(8,414)
Provision for credit losses	8,651	1,169	665	10,485
Allowance build (release) for credit losses	2,179	(195)	87	2,071
Other changes <sup>(2)</sup>	48	0	0	48
Balance as of December 31, 2023	11,709	2,042	1,545	15,296
<b>Reserve for unfunded lending commitments:</b>				
Balance as of December 31, 2022	0	0	218	218
Provision (benefit) for losses on unfunded lending commitments	0	0	(60)	(60)
Balance as of December 31, 2023	0	0	158	158
<b>Combined allowance and reserve as of December 31, 2023</b>	<b>\$ 11,709</b>	<b>\$ 2,042</b>	<b>\$ 1,703</b>	<b>\$ 15,454</b>

<sup>(1)</sup> The amount and timing of recoveries are impacted by our collection strategies, which are based on customer behavior and risk profile and include direct customer communications, repossession of collateral, the periodic sale of charged off loans as well as additional strategies, such as litigation.

<sup>(2)</sup> Primarily represents the initial allowance for PCD loans and foreign currency translation adjustments. The initial allowance of PCD loans was \$32 million, \$10 million and \$6 million for the years ended December 31, 2023, 2022 and 2021, respectively.

<sup>(3)</sup> Impact from the adoption of ASU No. 2022-02, *Financial Instruments - Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures* as of January 1, 2023.

On January 1, 2023, we adopted ASU No. 2022-02, *Financial Instruments - Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures* using the modified retrospective approach, which consists of implementing disclosure requirements prospectively as of the adoption date. The ASU requires public entities to disclose current-period gross charge-offs by year of origination for financing receivables, with an exception for credit cards as they are revolving in nature.

We charge off loans when we determine that the loan is uncollectible. The amortized cost basis, excluding accrued interest, is charged off as a reduction to the allowance for credit losses in accordance with our accounting policies. For more information, see "Note 1—Summary of Significant Accounting Policies."

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Expected recoveries of amounts previously charged off or expected to be charged off are recognized within the allowance, with a corresponding reduction to our provision for credit losses.

The table below presents gross charge-offs for loans held for investment by vintage year during the year ended December 31, 2023.

**Table 4.2: Gross Charge-Offs by Vintage Year**

<i>(Dollars in millions)</i>	Year Ended December 31, 2023									
	Term Loans by Vintage Year					Prior	Total Term Loans	Revolving Loans	Revolving Loans Converted to Term	Total
	2023	2022	2021	2020	2019					
<b>Credit Card</b>										
Domestic credit card	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 7,261	\$ 87	\$ 7,348
International card business	N/A	N/A	N/A	N/A	N/A	N/A	N/A	425	14	439
Total credit card	N/A	N/A	N/A	N/A	N/A	N/A	N/A	7,686	101	7,787
<b>Consumer Banking</b>										
Auto	\$ 141	\$ 780	\$ 710	\$ 327	\$ 183	\$ 111	\$ 2,252	0	0	2,252
Retail banking	0	0	2	0	0	0	2	72	1	75
Total consumer banking	141	780	712	327	183	111	2,254	72	1	2,327
<b>Commercial Banking</b>										
Commercial and multifamily real estate	0	33	60	22	158	219	492	0	0	492
Commercial and industrial	2	9	0	0	57	11	79	17	0	96
Total commercial banking	2	42	60	22	215	230	571	17	0	588
<b>Total</b>	<u>\$ 143</u>	<u>\$ 822</u>	<u>\$ 772</u>	<u>\$ 349</u>	<u>\$ 398</u>	<u>\$ 341</u>	<u>\$ 2,825</u>	<u>\$ 7,775</u>	<u>\$ 102</u>	<u>\$ 10,702</u>

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Credit Card Partnership Loss Sharing Arrangements**

We have certain credit card partnership agreements that are presented within our consolidated financial statements on a net basis, in which our partner agrees to share a portion of the credit losses on the underlying loan portfolio. The expected reimbursements from these partners are netted against our allowance for credit losses. Our methodology for estimating reimbursements is consistent with the methodology we use to estimate the allowance for credit losses on our credit card loan receivables. These expected reimbursements result in reductions in net charge-offs and the provision for credit losses. See "Note 1—Summary of Significant Accounting Policies" for further discussion of our credit card partnership agreements.

The table below summarizes the changes in the estimated reimbursements from these partners for the years ended December 31, 2023, 2022 and 2021.

**Table 4.3: Summary of Credit Card Partnership Loss Sharing Arrangements Impacts**

<i>(Dollars in millions)</i>	Year Ended December 31,		
	2023	2022	2021
Estimated reimbursements from partners, beginning of period	\$ 1,558	\$ 1,450	\$ 2,159
Amounts due from partners for charged off loans	(980)	(515)	(438)
Change in estimated partner reimbursements that decreased (increased) provision for credit losses <sup>(1)</sup>	1,436	623	(271)
Estimated reimbursements from partners, end of period	<u>\$ 2,014</u>	<u>\$ 1,558</u>	<u>\$ 1,450</u>

<sup>(1)</sup> Includes adjustments for PCD loans acquired in the first quarter of 2023.



**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 5—VARIABLE INTEREST ENTITIES AND SECURITIZATIONS**

In the normal course of business, we enter into various types of transactions with entities that are considered to be variable interest entities (“VIEs”). Our primary involvement with VIEs is related to our securitization transactions in which we transfer assets to securitization trusts. We primarily securitize credit card and auto loans, which provide a source of funding for us and enable us to transfer a certain portion of the economic risk of the loans or related debt securities to third parties.

The entity that has a controlling financial interest in a VIE is referred to as the primary beneficiary and is required to consolidate the VIE. The majority of the VIEs in which we are involved have been consolidated in our financial statements.

**Summary of Consolidated and Unconsolidated VIEs**

The assets of our consolidated VIEs primarily consist of cash, loan receivables and the related allowance for credit losses, which we report on our consolidated balance sheets under restricted cash for securitization investors, loans held in consolidated trusts and allowance for credit losses, respectively. The assets of a particular VIE are the primary source of funds to settle its obligations. Creditors of these VIEs typically do not have recourse to our general credit. Liabilities primarily consist of debt securities issued by the VIEs, which we report under securitized debt obligations on our consolidated balance sheets. For unconsolidated VIEs, we present the carrying amount of assets and liabilities reflected on our consolidated balance sheets and our maximum exposure to loss. Our maximum exposure to loss is estimated based on the unlikely event that all of the assets in the VIEs become worthless and we are required to meet the maximum amount of any remaining funding obligations.

The tables below present a summary of VIEs in which we had continuing involvement or held a significant variable interest, aggregated based on VIEs with similar characteristics as of December 31, 2023 and 2022. We separately present information for consolidated and unconsolidated VIEs.

**Table 5.1: Carrying Amount of Consolidated and Unconsolidated VIEs**

	December 31, 2023				
	Consolidated		Unconsolidated		
	Carrying Amount of Assets	Carrying Amount of Liabilities	Carrying Amount of Assets	Carrying Amount of Liabilities	Maximum Exposure to Loss
<i>(Dollars in millions)</i>					
<b>Securitization-Related VIEs:<sup>(1)</sup></b>					
Credit card loan securitizations <sup>(2)</sup>	\$ 25,474	\$ 14,692	\$ 0	\$ 0	\$ 0
Auto loan securitizations	5,019	4,021	0	0	0
Total securitization-related VIEs	<u>30,493</u>	<u>18,713</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Other VIEs:<sup>(3)</sup></b>					
Affordable housing entities	297	23	5,726	2,085	5,726
Entities that provide capital to low-income and rural communities	2,498	10	0	0	0
Other <sup>(4)</sup>	0	0	449	0	449
Total other VIEs	<u>2,795</u>	<u>33</u>	<u>6,175</u>	<u>2,085</u>	<u>6,175</u>
Total VIEs	<u>\$ 33,288</u>	<u>\$ 18,746</u>	<u>\$ 6,175</u>	<u>\$ 2,085</u>	<u>\$ 6,175</u>

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

<i>(Dollars in millions)</i>	December 31, 2022				
	Consolidated		Unconsolidated		
	Carrying Amount of Assets	Carrying Amount of Liabilities	Carrying Amount of Assets	Carrying Amount of Liabilities	Maximum Exposure to Loss
<b>Securitization-Related VIEs:<sup>(1)</sup></b>					
Credit card loan securitizations <sup>(2)</sup>	\$ 23,620	\$ 13,877	\$ 0	\$ 0	\$ 0
Auto loan securitizations	4,863	4,002	0	0	0
Total securitization-related VIEs	28,483	17,879	0	0	0
<b>Other VIEs:<sup>(3)</sup></b>					
Affordable housing entities	261	19	4,944	1,596	4,944
Entities that provide capital to low-income and rural communities	2,301	10	0	0	0
Other <sup>(4)</sup>	0	0	337	0	337
Total other VIEs	2,562	29	5,281	1,596	5,281
Total VIEs	\$ 31,045	\$ 17,908	\$ 5,281	\$ 1,596	\$ 5,281

<sup>(1)</sup> Excludes insignificant VIEs from previously exited businesses.

<sup>(2)</sup> Represents the carrying amount of assets and liabilities of the VIE, which includes the seller's interest and repurchased notes held by other related parties.

<sup>(3)</sup> In certain investment structures, we consolidate a VIE which in turn holds as its primary asset an investment in an unconsolidated VIE. In these instances, we disclose the carrying amount of assets and liabilities on our consolidated balance sheets as unconsolidated VIEs to avoid duplicating our exposure, as the unconsolidated VIEs are generally the operating entities generating the exposure. The carrying amount of assets and liabilities included in the unconsolidated VIE columns above related to these investment structures were \$2.6 billion of assets and \$989 million of liabilities as of December 31, 2023 and \$2.3 billion of assets and \$616 million of liabilities as of December 31, 2022.

<sup>(4)</sup> Primarily consists of variable interests in companies that promote renewable energy sources and other equity method investments.

**Securitization-Related VIEs**

In a securitization transaction, assets are transferred to a trust, which generally meets the definition of a VIE. We engage in securitization activities as an issuer and an investor. Our primary securitization issuance activity includes credit card and auto securitizations, conducted through securitization trusts which we consolidate. Our continuing involvement in these securitization transactions mainly consists of acting as the primary servicer and holding certain retained interests.

In our multifamily agency business, we originate multifamily commercial real estate loans and transfer them to government-sponsored enterprises ("GSEs") who may, in turn, securitize them. We retain the related MSR and service the transferred loans pursuant to the guidelines set forth by the GSEs. As an investor, we hold primarily RMBS, CMBS, and ABS in our investment securities portfolio, which represent variable interests in the respective securitization trusts from which those securities were issued. We do not consolidate the securitization trusts employed in these transactions as we do not have the power to direct the activities that most significantly impact the economic performance of these securitization trusts. We exclude these VIEs from the tables within this note because we do not consider our continuing involvement with these VIEs to be significant as we either solely invest in securities issued by the VIE and were not involved in the design of the VIE or no transfers have occurred between the VIE and ourselves. Our maximum exposure to loss as a result of our involvement with these VIEs is the carrying value of the MSRs and investment securities on our consolidated balance sheets as well as our contractual obligations under loss sharing arrangements. See "Note 18—Commitments, Contingencies, Guarantees and Others" for information about the loss sharing agreements, "Note 6—Goodwill and Other Intangible Assets" for information related to our MSRs associated with these securitizations and "Note 2—Investment Securities" for more information on the securities held in our investment securities portfolio. In addition, where we have certain lending arrangements in the normal course of business with entities that could be VIEs, we have also excluded these VIEs from the tables presented in this note. See "Note 3—Loans" for additional information regarding our lending arrangements in the normal course of business.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The table below presents our continuing involvement in certain securitization-related VIEs as of December 31, 2023 and 2022.

**Table 5.2: Continuing Involvement in Securitization-Related VIEs**

<i>(Dollars in millions)</i>	Credit Card		Auto	
<b>December 31, 2023:</b>				
Securities held by third-party investors	\$	14,029	\$	4,014
Receivables in the trusts		26,404		4,839
Cash balance of spread or reserve accounts		0		19
Retained interests		Yes		Yes
Servicing retained		Yes		Yes
<b>December 31, 2022:</b>				
Securities held by third-party investors	\$	12,976	\$	3,997
Receivables in the trusts		24,367		4,682
Cash balance of spread or reserve accounts		0		23
Retained interests		Yes		Yes
Servicing retained		Yes		Yes

***Credit Card Securitizations***

We securitize a portion of our credit card loans which provides a source of funding for us. Credit card securitizations involve the transfer of credit card receivables to securitization trusts. These trusts then issue debt securities collateralized by the transferred receivables to third-party investors. We hold certain retained interests in our credit card securitizations and continue to service the receivables in these trusts. We consolidate these trusts because we are deemed to be the primary beneficiary as we have the power to direct the activities that most significantly impact the economic performance of the trusts, and the right to receive benefits or the obligation to absorb losses that could potentially be significant to the trusts.

***Auto Securitizations***

Similar to our credit card securitizations, we securitize a portion of our auto loans which provides a source of funding for us. Auto securitizations involve the transfer of auto loans to securitization trusts. These trusts then issue debt securities collateralized by the transferred loans to third-party investors. We hold certain retained interests and continue to service the loans in these trusts. We consolidate these trusts because we are deemed to be the primary beneficiary as we have the power to direct the activities that most significantly impact the economic performance of the trusts, and the right to receive benefits or the obligation to absorb losses that could potentially be significant to the trusts.

**Other VIEs**

***Affordable Housing Entities***

As part of our community reinvestment initiatives, we invest in private investment funds that make equity investments in multifamily affordable housing properties. We receive affordable housing tax credits for these investments. The activities of these entities are financed with a combination of invested equity capital and debt. We account for our investments in qualified affordable housing projects using the proportional amortization method, where costs of the investment are amortized over the period in which the investor expects to receive tax credits and other tax benefits, and the resulting amortization is recognized as a component of income tax expense attributable to continuing operations. For the year ended December 31, 2023 and 2022, we recognized amortization of \$682 million and \$637 million, respectively, and tax credits of \$721 million and \$664 million, respectively, associated with these investments within income tax provision. The carrying value of our equity investments in these qualified affordable housing projects was \$5.5 billion and \$4.9 billion as of December 31, 2023 and 2022, respectively. We are periodically required to provide additional financial or other support during the period of the investments. Our liability for these unfunded commitments was \$2.3 billion and \$1.8 billion as of December 31, 2023 and 2022 respectively, and is largely expected to be paid from 2024 to 2027.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

For those investment funds considered to be VIEs, we are not required to consolidate them if we do not have the power to direct the activities that most significantly impact the economic performance of those entities. We record our interests in these unconsolidated VIEs in loans held for investment, other assets and other liabilities on our consolidated balance sheets. Our maximum exposure to these entities is limited to our variable interests in the entities which consisted of assets of approximately \$5.7 billion and \$4.9 billion as of December 31, 2023 and 2022, respectively. The creditors of the VIEs have no recourse to our general credit and we do not provide additional financial or other support other than during the period that we are contractually required to provide it. The total assets of the unconsolidated VIE investment funds were approximately \$18.6 billion and \$12.5 billion as of December 31, 2023 and 2022, respectively.

***Entities that Provide Capital to Low-Income and Rural Communities***

We hold variable interests in entities ("Investor Entities") that invest in community development entities ("CDEs") that provide debt financing to businesses and non-profit entities in low-income and rural communities. Variable interests in the CDEs held by the consolidated Investor Entities are also our variable interests. The activities of the Investor Entities are financed with a combination of invested equity capital and debt. The activities of the CDEs are financed solely with invested equity capital. We receive federal and state tax credits for these investments. We consolidate the VIEs in which we have the power to direct the activities that most significantly impact the VIE's economic performance and where we have the obligation to absorb losses or right to receive benefits that could be potentially significant to the VIE. We consolidate other investments and CDEs that are not considered to be VIEs, but where we hold a controlling financial interest. The assets of the VIEs that we consolidated, which totaled approximately \$2.5 billion and \$2.3 billion as of December 31, 2023 and 2022, respectively, are reflected on our consolidated balance sheets in cash, loans held for investment, and other assets. The liabilities are reflected in other liabilities. The creditors of the VIEs have no recourse to our general credit. We have not provided additional financial or other support other than during the period that we are contractually required to provide it.

***Other***

We hold variable interests in other VIEs, including companies that promote renewable energy sources and other equity method investments. We are not required to consolidate these VIEs because we do not have the power to direct the activities that most significantly impact their economic performance. Our maximum exposure to these VIEs is limited to the investments on our consolidated balance sheets of \$449 million and \$337 million as of December 31, 2023 and 2022, respectively. The creditors of the other VIEs have no recourse to our general credit. We have not provided additional financial or other support other than during the period that we are contractually required to provide it.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

---

**NOTE 6—GOODWILL AND OTHER INTANGIBLE ASSETS**


---

The table below presents our goodwill, other intangible assets and MSRs as of December 31, 2023 and 2022. Goodwill is presented separately, while other intangible assets and MSRs are included in other assets on our consolidated balance sheets.

**Table 6.1: Components of Goodwill, Other Intangible Assets and MSRs**

<i>(Dollars in millions)</i>	December 31, 2023			
	Carrying Amount of Assets	Accumulated Amortization	Net Carrying Amount	Weighted Average Remaining Amortization Period
Goodwill	\$ 15,065	N/A	\$ 15,065	N/A
Other intangible assets:				
Purchased credit card relationship (“PCCR”) intangibles	369	\$ (96)	273	7.1 years
Other <sup>(1)</sup>	171	(134)	37	5.7 years
Total other intangible assets	540	(230)	310	6.9 years
Total goodwill and other intangible assets	\$ 15,605	\$ (230)	\$ 15,375	
Commercial MSRs <sup>(2)</sup>	\$ 653	\$ (263)	\$ 390	

<i>(Dollars in millions)</i>	December 31, 2022			
	Carrying Amount of Assets	Accumulated Amortization	Net Carrying Amount	Weighted Average Remaining Amortization Period
Goodwill	\$ 14,777	N/A	\$ 14,777	N/A
Other intangible assets:				
Purchased credit card relationship (“PCCR”) intangibles	147	\$ (26)	121	7.8 years
Other <sup>(1)</sup>	195	(157)	38	5.4 years
Total other intangible assets	342	(183)	159	7.3 years
Total goodwill and other intangible assets	\$ 15,119	\$ (183)	\$ 14,936	
Commercial MSRs <sup>(2)</sup>	\$ 660	\$ (223)	\$ 437	

<sup>(1)</sup> Primarily consists of intangibles for sponsorship, customer and merchant relationships, domain names and licenses.

<sup>(2)</sup> Commercial MSRs are accounted for under the amortization method under which we recorded \$88 million and \$93 million of amortization expense for the years ended December 31, 2023 and 2022, respectively.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Goodwill**

The following table presents changes in the carrying amount of goodwill by each of our business segments for the years ended December 31, 2023, 2022 and 2021. We did not recognize any goodwill impairment during 2023, 2022 and 2021.

**Table 6.2: Goodwill by Business Segments**

<i>(Dollars in millions)</i>	Credit Card	Consumer Banking	Commercial Banking	Total
Balance as of December 31, 2020	\$ 5,088	\$ 4,645	\$ 4,920	\$ 14,653
Acquisitions	0	0	130	130
Other adjustments <sup>(1)</sup>	(1)	0	0	(1)
Balance as of December 31, 2021	\$ 5,087	\$ 4,645	\$ 5,050	\$ 14,782
Other adjustments <sup>(1)</sup>	(9)	0	4	(5)
Balance as of December 31, 2022	5,078	4,645	5,054	14,777
Acquisitions	273	0	0	273
Other adjustments <sup>(1)</sup>	15	0	0	15
Balance as of December 31, 2023	<u>\$ 5,366</u>	<u>\$ 4,645</u>	<u>\$ 5,054</u>	<u>\$ 15,065</u>

<sup>(1)</sup> Primarily represents foreign currency translation adjustments and measurement period adjustments.

The goodwill impairment test is performed as of October 1 of each year. An impairment of a reporting unit's goodwill is determined based on the amount by which the reporting unit's carrying value exceeds its fair value, limited to the amount of goodwill allocated to the reporting unit.

The fair value of reporting units is calculated using a discounted cash flow methodology, a form of the income approach. The calculation uses projected cash flows based on each reporting unit's internal forecast and uses the perpetuity growth method to calculate terminal values. These cash flows and terminal values are then discounted using appropriate discount rates, which are largely based on our external cost of equity with adjustments for risk inherent in each reporting unit. The carrying amount for a reporting unit is the sum of its respective capital requirements, goodwill and other intangibles balances. Capital is allocated based on each reporting unit's specific regulatory capital requirements, economic capital requirements, and underlying risks. Consolidated stockholder's equity in excess of the sum of all reporting unit's capital requirements that is not identified for future capital needs, such as dividends, share buybacks, or other strategic initiatives, is allocated to the reporting units and the Other category and assumed distributed to equity holders in future periods. Our discounted cash flow analysis requires management to make judgments about future loan and deposit growth, revenue growth, credit losses, and capital rates. The reasonableness of our fair value calculation is assessed by reference to a market-based approach using comparable market multiples and recent market transactions where available.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Intangible Assets**

In connection with our acquisitions, we recorded intangible assets that include PCCR, sponsorship, customer and merchant relationships, partnership, trade names, and other customer contract intangibles. At acquisition, the PCCR intangibles reflect the estimated value of existing credit card holder relationships. There were no impairments of intangible assets in 2023 and 2021. There was a \$10 million impairment of intangible assets in 2022.

Intangible assets are typically amortized over their respective estimated useful lives on either an accelerated or straight-line basis. The following table summarizes the actual amortization expense recorded for the years ended December 31, 2023, 2022, 2021 and the estimated future amortization expense for intangible assets as of December 31, 2023:

**Table 6.3: Amortization Expense**

<i>(Dollars in millions)</i>	<b>Amortization Expense</b>
Actual for the year ended December 31,	
2021	\$ 29
2022	60
2023	82
Estimated future amounts for the year ending December 31,	
2024	77
2025	65
2026	52
2027	41
2028	31
Thereafter	36
Total estimated future amounts	<u>\$ 302</u>

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 7—PREMISES, EQUIPMENT AND LEASES**

**Premises and Equipment**

The following table presents our premises and equipment as of December 31, 2023 and 2022.

**Table 7.1 Components of Premises and Equipment**

*(Dollars in millions)*

	December 31, 2023	December 31, 2022
Land	\$ 305	\$ 320
Buildings and improvements	4,297	4,345
Furniture and equipment	1,800	1,831
Computer software	2,863	2,213
In progress	291	646
Total premises and equipment, gross	9,556	9,355
Less: Accumulated depreciation and amortization	(5,181)	(5,004)
Total premises and equipment, net	\$ 4,375	\$ 4,351

Depreciation and amortization expense was \$939 million, \$790 million and \$775 million for the years ended December 31, 2023, 2022 and 2021, respectively.

**Leases**

Our primary involvement with leases is in the capacity as a lessee where we lease premises to support our business. The majority of our leases are operating leases of office space, retail bank branches and cafés. Our operating leases expire at various dates through 2071, although some have extension or termination options, and we assess the likelihood of exercising such options. If it is reasonably certain that we will exercise the options, then we include the impact in the measurement of our right-of-use assets and lease liabilities.

Our right-of-use assets and lease liabilities for operating leases are included in other assets and other liabilities on our consolidated balance sheets. As most of our operating leases do not provide an implicit rate, we use our incremental borrowing rate in determining the present value of future lease payments. Our operating lease expense is included in occupancy and equipment within non-interest expense in our consolidated statements of income. Total operating lease expense consists of operating lease cost, which is recognized on a straight-line basis over the lease term, and variable lease cost, which is recognized based on actual amounts incurred. We also sublease certain premises, and sublease income is included in other non-interest income in our consolidated statements of income.

The following tables present information about our operating lease portfolio and the related lease costs as of and for the years ended December 31, 2023 and 2022.

**Table 7.2 Operating Lease Portfolio**

*(Dollars in millions)*

	December 31, 2023	December 31, 2022
Right-of-use assets	\$ 1,009	\$ 1,128
Lease liabilities	1,312	1,458
Weighted-average remaining lease term	8.2 years	8.4 years
Weighted-average discount rate	3.2 %	3.1 %



**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Table 7.3 Total Operating Lease Expense and Other Information**

<i>(Dollars in millions)</i>	Year Ended December 31,	
	2023	2022
Operating lease cost	\$ 241	\$ 280
Variable lease cost	47	42
Total lease cost	288	322
Sublease income	(18)	(16)
Net lease cost	\$ 270	\$ 306
Cash paid for amounts included in the measurement of lease liabilities	\$ 285	\$ 320
Right-of-use assets obtained in exchange for lease liabilities	83	221

The following table presents a maturity analysis of our operating leases and a reconciliation of the undiscounted cash flows to our lease liabilities as of December 31, 2023.

**Table 7.4 Maturities of Operating Leases and Reconciliation to Lease Liabilities**

<i>(Dollars in millions)</i>	December 31, 2023
2024	\$ 241
2025	212
2026	194
2027	170
2028	151
Thereafter	541
Total undiscounted lease payments	1,509
Less: Imputed interest	197
Total lease liabilities	\$ 1,312

As of December 31, 2023, we had approximately \$15 million and \$27 million of right-of-use assets and lease liabilities, respectively, for finance leases with a weighted-average remaining lease term of 4.1 years. As of December 31, 2022, we had approximately \$22 million and \$33 million of right-of-use assets and lease liabilities, respectively, for finance leases with a weighted-average remaining lease term of 3.3 years. These right-of-use assets and lease liabilities are included in premises and equipment, net and other borrowings, respectively, on our consolidated balance sheets. We recognized \$16 million and \$14 million of total finance lease expense for the years ended December 31, 2023 and 2022, respectively.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 8—DEPOSITS AND BORROWINGS**

Our deposits, which include checking accounts, money market deposits, negotiable order of withdrawals, savings deposits and time deposits, represent our largest source of funding for our assets and operations. We also use a variety of other funding sources including short-term borrowings, senior and subordinated notes, securitized debt obligations and other borrowings. Securitization debt obligations are presented separately on our consolidated balance sheets, as they represent obligations of consolidated securitization trusts, while federal funds purchased and securities loaned or sold under agreements to repurchase, senior and subordinated notes and other borrowings, including FHLB advances, are included in other debt on our consolidated balance sheets.

Our total short-term borrowings generally consist of federal funds purchased, securities loaned or sold under agreements to repurchase and FHLB advances. Our long-term debt consists of borrowings with an original contractual maturity of greater than one year. The following tables summarize the components of our deposits, short-term borrowings and long-term debt as of December 31, 2023 and 2022. The carrying value presented below for these borrowings includes any unamortized debt premiums and discounts, net of debt issuance costs and fair value hedge accounting adjustments.

**Table 8.1: Components of Deposits, Short-Term Borrowings and Long-Term Debt**

*(Dollars in millions)*

	December 31, 2023	December 31, 2022
<b>Deposits:</b>		
Non-interest-bearing deposits	\$ 28,024	\$ 32,203
Interest-bearing deposits <sup>(1)</sup>	320,389	300,789
Total deposits	<u>\$ 348,413</u>	<u>\$ 332,992</u>
<b>Short-term borrowings:</b>		
Federal funds purchased and securities loaned or sold under agreements to repurchase	\$ 538	\$ 883
Total short-term borrowings	<u>\$ 538</u>	<u>\$ 883</u>

*(Dollars in millions)*

	December 31, 2023			December 31, 2022	
	Maturity Dates	Stated Interest Rates	Weighted-Average Interest Rate	Carrying Value	Carrying Value
<b>Long-term debt:</b>					
Securitized debt obligations	2024-2028	0.55% - 6.21%	3.01%	\$ 18,043	\$ 16,973
Senior and subordinated notes:					
Fixed unsecured senior debt <sup>(2)</sup>	2024-2034	0.80 - 7.62	4.45	27,168	24,134
Floating unsecured senior debt	2025	6.75	6.75	349	1,597
Total unsecured senior debt			4.48	27,517	25,731
Fixed unsecured subordinated debt	2025-2032	2.36 - 4.20	3.57	3,731	5,095
Total senior and subordinated notes				31,248	30,826
Other long-term borrowings	2024-2031	0.36 - 9.91	6.51	27	33
Total long-term debt				<u>\$ 49,318</u>	<u>\$ 47,832</u>
Total short-term borrowings and long-term debt				<u>\$ 49,856</u>	<u>\$ 48,715</u>

<sup>(1)</sup> Some customers have time deposits in excess of the federal deposit insurance limit, making a portion of the deposit uninsured. As of December 31, 2023, the total time deposit amount with some portion in excess of the insured amount was \$15.8 billion and the portion of total time deposits estimated to be uninsured was \$9.0 billion. As of December 31, 2022, the total time deposit amount with some portion in excess of the insured amount was \$6.1 billion and the portion of total time deposits estimated to be uninsured was \$2.0 billion.

<sup>(2)</sup> Includes \$1.3 billion and \$1.2 billion of Euro ("EUR") denominated unsecured notes as of December 31, 2023 and 2022, respectively.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The following table presents the carrying value of our interest-bearing time deposits with contractual maturities, securitized debt obligations and other debt by remaining contractual maturity as of December 31, 2023.

**Table 8.2: Maturity Profile of Borrowings**

<i>(Dollars in millions)</i>	2024	2025	2026	2027	2028	Thereafter	Total
Interest-bearing time deposits	\$ 60,838	\$ 10,971	\$ 3,232	\$ 5,932	\$ 1,747	\$ 294	\$ 83,014
Securitized debt obligations	4,085	6,519	3,607	1,621	2,211	0	18,043
Federal funds purchased and securities loaned or sold under agreements to repurchase	538	0	0	0	0	0	538
Senior and subordinated notes	3,026	4,480	4,407	4,198	2,862	12,275	31,248
Other borrowings	9	6	5	3	3	1	27
Total	<u>\$ 68,496</u>	<u>\$ 21,976</u>	<u>\$ 11,251</u>	<u>\$ 11,754</u>	<u>\$ 6,823</u>	<u>\$ 12,570</u>	<u>\$ 132,870</u>

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

---

**NOTE 9—DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES**

---

**Use of Derivatives and Accounting for Derivatives**

We regularly enter into derivative transactions to support our overall risk management activities. Our primary market risks stem from the impact on our earnings and economic value of equity due to changes in interest rates and, to a lesser extent, changes in foreign exchange rates. We manage our interest rate sensitivity by employing several techniques, which include changing the duration and re-pricing characteristics of various assets and liabilities by using interest rate derivatives. We also use foreign currency derivatives to limit our earnings and capital exposures to foreign exchange risk by hedging exposures denominated in foreign currencies. We primarily use interest rate and foreign currency swaps to perform these hedging activities, but we may also use a variety of other derivative instruments, including caps, floors, options, futures and forward contracts, to manage our interest rate and foreign exchange risks. We designate these risk management derivatives as either qualifying accounting hedges or free-standing derivatives. Qualifying accounting hedges are further designated as fair value hedges, cash flow hedges or net investment hedges. Free-standing derivatives are economic hedges that do not qualify for hedge accounting.

We also offer interest rate, commodity, foreign currency derivatives and other contracts as an accommodation to our customers within our Commercial Banking business. We enter into these derivatives with our customers primarily to help them manage their interest rate risks, hedge their energy and other commodities exposures, and manage foreign currency fluctuations. We offset the substantial majority of the market risk exposure of our customer accommodation derivatives through derivative transactions with other counterparties.

See below for additional information on our use of derivatives and how we account for them:

- *Fair Value Hedges:* We designate derivatives as fair value hedges when they are used to manage our exposure to changes in the fair value of certain financial assets and liabilities, which fluctuate in value as a result of movements in interest rates. Changes in the fair value of derivatives designated as fair value hedges are presented in the same line item in our consolidated statements of income as the earnings effect of the hedged items. We enter into receive-fixed, pay-float interest rate swaps to hedge changes in the fair value of outstanding fixed rate debt and deposits due to fluctuations in market interest rates. We also enter into pay-fixed, receive-float interest rate swaps to hedge changes in the fair value of fixed rate investment securities.
- *Cash Flow Hedges:* We designate derivatives as cash flow hedges when they are used to manage our exposure to variability in cash flows related to forecasted transactions. Changes in the fair value of derivatives designated as cash flow hedges are recorded as a component of AOCI. Those amounts are reclassified into earnings in the same period during which the hedged forecasted transactions impact earnings and presented in the same line item in our consolidated statements of income as the earnings effect of the hedged items. We enter into receive-fixed, pay-float interest rate swaps and interest rate floors to modify the interest rate characteristics of designated credit card and commercial loans from floating to fixed in order to reduce the impact of changes in forecasted future cash flows due to fluctuations in market interest rates. We also enter into foreign currency forward contracts to hedge our exposure to variability in cash flows related to intercompany borrowings denominated in foreign currencies.
- *Net Investment Hedges:* We use net investment hedges to manage the foreign currency exposure related to our net investments in foreign operations that have functional currencies other than the U.S. dollar. Changes in the fair value of net investment hedges are recorded in the translation adjustment component of AOCI, offsetting the translation gain or loss from those foreign operations. We execute net investment hedges using foreign currency forward contracts to hedge the translation exposure of the net investment in our foreign operations under the forward method.
- *Free-Standing Derivatives:* Our free-standing derivatives primarily consist of our customer accommodation derivatives and other economic hedges. The customer accommodation derivatives and the related offsetting contracts are mainly interest rate, commodity and foreign currency contracts. The other free-standing derivatives are primarily used to economically hedge the risk of changes in the fair value of our commercial mortgage loan origination and purchase commitments as well as other interests held. Changes in the fair value of free-standing derivatives are recorded in earnings as a component of other non-interest income.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Derivatives Counterparty Credit Risk****Counterparty Types**

Derivative instruments contain an element of credit risk that stems from the potential failure of a counterparty to perform according to the terms of the contract, including making payments due upon maturity of certain derivative instruments. We execute our derivative contracts primarily in OTC markets. We also execute interest rate and commodity futures in the exchange-traded derivative markets. Our OTC derivatives consist of both trades cleared through central counterparty clearinghouses ("CCPs") and uncleared bilateral contracts. The Chicago Mercantile Exchange ("CME"), the Intercontinental Exchange ("ICE") and the LCH Group ("LCH") are our CCPs for our centrally cleared contracts. In our uncleared bilateral contracts, we enter into agreements directly with our derivative counterparties.

**Counterparty Credit Risk Management**

We manage the counterparty credit risk associated with derivative instruments by entering into legally enforceable master netting agreements, where applicable, and exchanging collateral with our counterparties, typically in the form of cash or high-quality liquid securities. We exchange collateral in two primary forms: variation margin, which mitigates the risk of changes in value due to daily market movements and is exchanged daily, and initial margin, which mitigates the risk of potential future exposure of a derivative and is exchanged at the outset of a transaction and adjusted daily. We exchange variation margin and initial margin on our cleared derivatives. For uncleared bilateral derivatives executed after September 1, 2021 and in scope for initial margin, we exchange variation margin and initial margin.

The amount of collateral exchanged for variation margin is dependent upon the fair value of the derivative instruments as well as the fair value of the pledged collateral and will vary over time as market variables change. The amount of the initial margin exchanged is dependent upon 1) the calculation of initial margin exposure, as prescribed by 1(a) the U.S. prudential regulators' margin rules for uncleared derivatives ("PR Rules") or 1(b) the CCPs for cleared derivatives and 2) the fair value of the pledged collateral; it will vary over time as market variables change. When valuing collateral, an estimate of the variation in price and liquidity over time is subtracted in the form of a "haircut" to discount the value of the collateral pledged. Our exposure to derivative counterparty credit risk, at any point in time, is equal to the amount reported as a derivative asset on our balance sheet. The fair value of our derivatives is adjusted on an aggregate basis to take into consideration the effects of legally enforceable master netting agreements and any associated collateral received or pledged. See Table 9.3 for our net exposure associated with derivatives.

The terms under which we collateralize our exposures differ between cleared exposures and uncleared bilateral exposures.

- *CCPs:* We clear eligible OTC derivatives with CCPs as part of our regulatory requirements. We also clear exchange-traded instruments, like futures, with CCPs. Futures commission merchants ("FCMs") serve as the intermediary between CCPs and us. CCPs require that we post initial and variation margin through our FCMs to mitigate the risk of non-payment or default. Initial margin is required by CCPs as collateral against potential losses on our exchange-traded and cleared derivative contracts and variation margin is exchanged on a daily basis to account for mark-to-market changes in those derivative contracts. For CME, ICE and LCH-cleared OTC derivatives, variation margin cash payments are required to be characterized as settlements. Our FCM agreements governing these derivative transactions include provisions that may require us to post additional collateral under certain circumstances.
- *Bilateral Counterparties:* We enter into master netting agreements and collateral agreements with bilateral derivative counterparties, where applicable, to mitigate the risk of default. These bilateral agreements typically provide the right to offset exposure with the same counterparty and require the party in a net liability position to post collateral. Agreements with certain bilateral counterparties require both parties to maintain collateral in the event the fair values of uncleared derivatives exceed established exposure thresholds. Certain of these bilateral agreements include provisions requiring that our debt maintain a credit rating of investment grade or above by each of the major credit rating agencies. In the event of a downgrade of our debt credit rating below investment grade, some of our counterparties would have the right to terminate their derivative contract and close out existing positions.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Credit Risk Valuation Adjustments**

We record counterparty credit valuation adjustments (“CVAs”) on our derivative assets to reflect the credit quality of our counterparties. We consider collateral and legally enforceable master netting agreements that mitigate our credit exposure to each counterparty in determining CVAs, which may be adjusted due to changes in the fair values of the derivative contracts, collateral, and creditworthiness of the counterparty. We also record debit valuation adjustments (“DVAs”) to adjust the fair values of our derivative liabilities to reflect the impact of our own credit quality.

**Balance Sheet Presentation**

The following table summarizes the notional amounts and fair values of our derivative instruments as of December 31, 2023 and 2022, which are segregated by derivatives that are designated as accounting hedges and those that are not, and are further segregated by type of contract within those two categories. The total derivative assets and liabilities are adjusted on an aggregate basis to take into consideration the effects of legally enforceable master netting agreements and any associated cash collateral received or pledged. Derivative assets and liabilities are included in other assets and other liabilities, respectively, on our consolidated balance sheets, and their related gains or losses are included in operating activities as changes in other assets and other liabilities in the consolidated statements of cash flows.

**Table 9.1: Derivative Assets and Liabilities at Fair Value**

<i>(Dollars in millions)</i>	December 31, 2023			December 31, 2022		
	Notional or Contractual Amount	Derivative <sup>(1)</sup>		Notional or Contractual Amount	Derivative <sup>(1)</sup>	
		Assets	Liabilities		Assets	Liabilities
<b>Derivatives designated as accounting hedges:</b>						
Interest rate contracts:						
Fair value hedges	\$ 68,987	\$ 18	\$ 26	\$ 60,956	\$ 3	\$ 53
Cash flow hedges	70,350	216	23	30,350	0	451
Total interest rate contracts	139,337	234	49	91,306	3	504
Foreign exchange contracts:						
Fair value hedges	1,380	0	113	1,338	0	211
Cash flow hedges	2,488	0	66	2,175	4	14
Net investment hedges	4,870	1	89	4,147	78	91
Total foreign exchange contracts	8,738	1	268	7,660	82	316
Total derivatives designated as accounting hedges	148,075	235	317	98,966	85	820
<b>Derivatives not designated as accounting hedges:</b>						
Customer accommodation:						
Interest rate contracts	103,489	1,188	1,382	91,601	1,140	1,873
Commodity contracts	33,495	1,161	1,147	28,935	1,756	1,738
Foreign exchange and other contracts	5,153	50	47	4,926	74	78
Total customer accommodation	142,137	2,399	2,576	125,462	2,970	3,689
Other interest rate exposures <sup>(2)</sup>	872	21	31	1,135	34	22
Other contracts	2,955	20	8	2,238	9	19
Total derivatives not designated as accounting hedges	145,964	2,440	2,615	128,835	3,013	3,730
Total derivatives	\$ 294,039	\$ 2,675	\$ 2,932	\$ 227,801	\$ 3,098	\$ 4,550
Less: netting adjustment <sup>(3)</sup>		(1,005)	(597)		(1,134)	(1,235)
Total derivative assets/liabilities		\$ 1,670	\$ 2,335		\$ 1,964	\$ 3,315

<sup>(1)</sup> Does not reflect \$2 million and \$4 million recognized as a net valuation allowance on derivative assets and liabilities for non-performance risk as of December 31, 2023 and 2022, respectively. Non-performance risk is included in derivative assets and liabilities, which are part of other assets and other liabilities on the consolidated balance sheets, and is offset through non-interest income in the consolidated statements of income.

<sup>(2)</sup> Other interest rate exposures include commercial mortgage-related derivatives and interest rate swaps.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

<sup>(1)</sup> Represents balance sheet netting of derivative assets and liabilities, and related payables and receivables for cash collateral held or placed with the same counterparty.

The following table summarizes the carrying value of our hedged assets and liabilities in fair value hedges and the associated cumulative basis adjustments included in those carrying values, excluding basis adjustments related to foreign currency risk, as of December 31, 2023 and 2022.

**Table 9.2: Hedged Items in Fair Value Hedging Relationships**

<i>(Dollars in millions)</i>	December 31, 2023			December 31, 2022		
	Carrying Amount Assets/(Liabilities)	Cumulative Amount of Basis Adjustments Included in the Carrying Amount		Carrying Amount Assets/(Liabilities)	Cumulative Amount of Basis Adjustments Included in the Carrying Amount	
		Total Assets/(Liabilities)	Discontinued-Hedging Relationships		Total Assets/(Liabilities)	Discontinued-Hedging Relationships
<b>Line item on our consolidated balance sheets in which the hedged item is included:</b>						
Investment securities available for sale <sup>(1)(2)</sup>	\$ 6,108	\$ (8)	\$ 126	\$ 3,983	\$ (80)	\$ 200
Interest-bearing deposits	(17,374)	277	0	(17,280)	500	(1)
Securitized debt obligations	(13,375)	503	0	(11,921)	748	0
Senior and subordinated notes	(30,899)	971	(372)	(24,544)	1,542	(527)

<sup>(1)</sup> These amounts include the amortized cost basis of our investment securities designated in hedging relationships for which the hedged item is the last layer expected to be remaining at the end of the hedging relationship. The amortized cost basis of this portfolio was \$2.2 billion and \$236 million as of December 31, 2023 and 2022, respectively. The amount of the designated hedged items was \$1.5 billion and \$225 million as of December 31, 2023 and 2022, respectively. The cumulative basis adjustments associated with these hedges was \$33 million and \$13 million as of December 31, 2023 and 2022, respectively.

<sup>(2)</sup> Carrying value represents amortized cost.

**Balance Sheet Offsetting of Financial Assets and Liabilities**

Derivative contracts and repurchase agreements that we execute bilaterally in the OTC market are generally governed by enforceable master netting agreements where we generally have the right to offset exposure with the same counterparty. Either counterparty can generally request to net settle all contracts through a single payment upon default on, or termination of, any one contract. We elect to offset the derivative assets and liabilities under master netting agreements for balance sheet presentation where a right of setoff exists. For derivative contracts entered into under master netting agreements for which we have not been able to confirm the enforceability of the setoff rights, or those not subject to master netting agreements, we do not offset our derivative positions for balance sheet presentation.

The following table presents the gross and net fair values of our derivative assets, derivative liabilities, resale and repurchase agreements and the related offsetting amounts permitted under U.S. GAAP as of December 31, 2023 and 2022. The table also includes cash and non-cash collateral received or pledged in accordance with such arrangements. The amount of collateral presented, however, is limited to the amount of the related net derivative fair values or outstanding balances; therefore, instances of over-collateralization are excluded.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Table 9.3: Offsetting of Financial Assets and Financial Liabilities**

<i>(Dollars in millions)</i>	Gross Amounts Offset in the Balance Sheet					Securities Collateral Held Under Master Netting Agreements	Net Exposure
	Gross Amounts	Financial Instruments	Cash Collateral Received	Net Amounts as Recognized			
<b>As of December 31, 2023</b>							
Derivative assets <sup>(1)</sup>	\$ 2,675	\$ (433)	\$ (572)	\$ 1,670	\$ (22)	\$ 1,648	
<b>As of December 31, 2022</b>							
Derivative assets <sup>(1)</sup>	3,098	(759)	(375)	1,964	(96)	1,868	

<i>(Dollars in millions)</i>	Gross Amounts Offset in the Balance Sheet					Securities Collateral Pledged Under Master Netting Agreements	Net Exposure
	Gross Amounts	Financial Instruments	Cash Collateral Pledged	Net Amounts as Recognized			
<b>As of December 31, 2023</b>							
Derivative liabilities <sup>(1)</sup>	\$ 2,932	\$ (433)	\$ (164)	\$ 2,335	\$ (13)	\$ 2,322	
Repurchase agreements <sup>(2)</sup>	538	0	0	538	(538)	0	
<b>As of December 31, 2022</b>							
Derivative liabilities <sup>(1)</sup>	4,550	(759)	(476)	3,315	(85)	3,230	
Repurchase agreements <sup>(2)</sup>	883	0	0	883	(883)	0	

<sup>(1)</sup> We received cash collateral from derivative counterparties totaling \$858 million and \$608 million as of December 31, 2023 and 2022, respectively. We also received securities from derivative counterparties with a fair value of approximately \$16 million and \$82 million as of December 31, 2023 and 2022, respectively, which we have the ability to re-pledge. We posted \$1.7 billion and \$2.3 billion of cash collateral as of December 31, 2023 and 2022, respectively.

<sup>(2)</sup> Under our customer repurchase agreements, which mature the next business day, we pledged collateral with a fair value of \$549 million and \$900 million as of December 31, 2023 and 2022, respectively, primarily consisting of agency RMBS securities.



**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Income Statement and AOCI Presentation**

**Fair Value and Cash Flow Hedges**

The net gains (losses) recognized in our consolidated statements of income related to derivatives in fair value and cash flow hedging relationships are presented below for the years ended December 31, 2023, 2022 and 2021.

**Table 9.4: Effects of Fair Value and Cash Flow Hedge Accounting**

<i>(Dollars in millions)</i>	Year Ended December 31, 2023						
	Investment Securities	Loans, Including Loans Held for Sale	Other	Net Interest Income			Non-Interest Income
				Interest-bearing Deposits	Securitized Debt Obligations	Senior and Subordinated Notes	Other
<b>Total amounts presented in our consolidated statements of income</b>	<b>\$ 2,550</b>	<b>\$ 37,410</b>	<b>\$ 1,978</b>	<b>\$ (9,489)</b>	<b>\$ (959)</b>	<b>\$ (2,204)</b>	<b>\$ 1,120</b>
<b>Fair value hedging relationships:</b>							
Interest rate and foreign exchange contracts:							
Interest recognized on derivatives	\$ 158	\$ 0	\$ 0	\$ (385)	\$ (414)	\$ (1,036)	\$ 0
Gains (losses) recognized on derivatives	(149)	0	0	220	244	733	42
Gains (losses) recognized on hedged items <sup>(1)</sup>	72	0	0	(223)	(245)	(575)	(42)
Excluded component of fair value hedges <sup>(2)</sup>	0	0	0	0	0	(3)	0
Net income (expense) recognized on fair value hedges	<b>\$ 81</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ (388)</b>	<b>\$ (415)</b>	<b>\$ (881)</b>	<b>\$ 0</b>
<b>Cash flow hedging relationships:<sup>(3)</sup></b>							
Interest rate contracts:							
Realized gains (losses) reclassified from AOCI into net income	\$ 0	\$ (1,205)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Foreign exchange contracts:							
Realized gains (losses) reclassified from AOCI into net income <sup>(3)</sup>	0	0	11	0	0	0	0
Net income (expense) recognized on cash flow hedges	<b>\$ 0</b>	<b>\$ (1,205)</b>	<b>\$ 11</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

<i>(Dollars in millions)</i>	Year Ended December 31, 2022						
	Net Interest Income						Non-Interest Income
	Investment Securities	Loans, Including Loans Held for Sale	Other	Interest-bearing Deposits	Securitized Debt Obligations	Senior and Subordinated Notes	Other
<b>Total amounts presented in our consolidated statements of income</b>	\$ 1,884	\$ 28,910	\$ 443	\$ (2,535)	\$ (384)	\$ (1,074)	\$ 914
<b>Fair value hedging relationships:</b>							
Interest rate and foreign exchange contracts:							
Interest recognized on derivatives	\$ 48	\$ 0	\$ 0	\$ 2	\$ (48)	\$ (197)	\$ 0
Gains (losses) recognized on derivatives	276	0	0	(542)	(698)	(1,893)	(84)
Gains (losses) recognized on hedged items <sup>(1)</sup>	(366)	0	0	546	699	2,059	83
Excluded component of fair value hedges <sup>(2)</sup>	0	0	0	0	0	(3)	0
Net income (expense) recognized on fair value hedges	\$ (42)	\$ 0	\$ 0	\$ 6	\$ (47)	\$ (34)	\$ (1)
<b>Cash flow hedging relationships:</b> <sup>(3)</sup>							
Interest rate contracts:							
Realized gains reclassified from AOCI into net income	\$ 0	\$ (121)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Foreign exchange contracts:							
Realized gains reclassified from AOCI into net income <sup>(4)</sup>	0	0	3	0	0	0	(1)
Net income (expense) recognized on cash flow hedges	\$ 0	\$ (121)	\$ 3	\$ 0	\$ 0	\$ 0	\$ (1)

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

<i>(Dollars in millions)</i>	Year Ended December 31, 2021						
	Net Interest Income						Non-Interest Income
	Investment Securities	Loans, Including Loans Held for Sale	Other	Interest-bearing Deposits	Securitized Debt Obligations	Senior and Subordinated Notes	Other
<b>Total amounts presented in our consolidated statements of income</b>	\$ 1,446	\$ 24,263	\$ 60	\$ (956)	\$ (119)	\$ (488)	\$ 824
<b>Fair value hedging relationships:</b>							
<b>Interest rate and foreign exchange contracts:</b>							
Interest recognized on derivatives	\$ (92)	\$ 0	\$ 0	\$ 126	\$ 123	\$ 209	\$ 0
Gains (losses) recognized on derivatives	207	0	0	(168)	(237)	(799)	(106)
Gains (losses) recognized on hedged items <sup>(1)</sup>	(299)	0	0	167	220	941	106
Excluded component of fair value hedges <sup>(2)</sup>	0	0	0	0	0	(3)	0
Net income (expense) recognized on fair value hedges	\$ (184)	\$ 0	\$ 0	\$ 125	\$ 106	\$ 348	\$ 0
<b>Cash flow hedging relationships:<sup>(3)</sup></b>							
<b>Interest rate contracts:</b>							
Realized gains reclassified from AOCI into net income	\$ 38	\$ 919	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Foreign exchange contracts:</b>							
Realized gains (losses) reclassified from AOCI into net income <sup>(4)</sup>	0	0	1	0	0	0	1
Net income (expense) recognized on cash flow hedges	\$ 38	\$ 919	\$ 1	\$ 0	\$ 0	\$ 0	\$ 1

<sup>(1)</sup> Includes amortization benefit of \$79 million, \$78 million and \$39 million for the years ended December 31, 2023, 2022 and 2021, respectively, related to basis adjustments on discontinued hedges.

<sup>(2)</sup> Changes in fair values of cross-currency swaps attributable to changes in cross-currency basis spreads are excluded from the assessment of hedge effectiveness and recorded in other comprehensive income ("OCI"). The initial value of the excluded component is recognized in earnings over the life of the swap under the amortization approach.

<sup>(3)</sup> See "Note 10—Stockholders' Equity" for the effects of cash flow and net investment hedges on AOCI and amounts reclassified to net income, net of tax.

<sup>(4)</sup> We recognized a loss of \$66 million and \$17 million for the year ended December 31, 2023 and 2022, and gain of \$163 million for year ended December 31, 2021, on foreign exchange contracts reclassified from AOCI. These amounts were largely offset by the foreign currency transaction gains (losses) on our foreign currency denominated intercompany funding included in other non-interest income on our consolidated statements of income.

In the next 12 months, we expect to reclassify into earnings an after-tax loss of \$712 million recorded in AOCI as of December 31, 2023 associated with cash flow hedges of forecasted transactions. This amount will largely offset the cash flows associated with the forecasted transactions hedged by these derivatives. The maximum length of time over which forecasted transactions were hedged was approximately 9.2 years as of December 31, 2023. The amount we expect to reclassify into earnings may change as a result of changes in market conditions and ongoing actions taken as part of our overall risk management strategy.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Free-Standing Derivatives**

The net impacts to our consolidated statements of income related to free-standing derivatives are presented below for the years ended December 31, 2023, 2022 and 2021. These gains or losses are recognized in other non-interest income on our consolidated statements of income.

**Table 9.5: Gains (Losses) on Free-Standing Derivatives**

<i>(Dollars in millions)</i>	Year Ended December 31,		
	2023	2022	2021
<b>Gains (losses) recognized in other non-interest income:</b>			
Customer accommodation:			
Interest rate contracts	\$ 34	\$ 40	\$ 32
Commodity contracts	39	49	28
Foreign exchange and other contracts	16	14	7
Total customer accommodation	89	103	67
Other interest rate exposures	264	76	(5)
Other contracts	(29)	(38)	(12)
<b>Total</b>	<b>\$ 324</b>	<b>\$ 141</b>	<b>\$ 50</b>

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 10—STOCKHOLDERS' EQUITY**

**Preferred Stock**

The following table summarizes our preferred stock outstanding as of December 31, 2023 and 2022.

**Table 10.1: Preferred Stock Outstanding<sup>(1)</sup>**

Series	Description	Issuance Date	Redeemable by Issuer Beginning	Per Annum Dividend Rate	Dividend Frequency	Liquidation Preference per Share	Total Shares Outstanding as of December 31, 2023	Carrying Value (in millions)	
								December 31, 2023	December 31, 2022
Series I	5.000% Non-Cumulative	September 11, 2019	December 1, 2024	5.000%	Quarterly	\$ 1,000	1,500,000	\$ 1,462	\$ 1,462
Series J	4.800% Non-Cumulative	January 31, 2020	June 1, 2025	4.800	Quarterly	1,000	1,250,000	1,209	1,209
Series K	4.625% Non-Cumulative	September 17, 2020	December 1, 2025	4.625	Quarterly	1,000	125,000	122	122
Series L	4.375% Non-Cumulative	May 4, 2021	September 1, 2026	4.375	Quarterly	1,000	675,000	652	652
Series M	3.950% Fixed Rate Reset Non-Cumulative	June 10, 2021	September 1, 2026	3.950% through 8/31/2026; resets 9/1/2026 and every subsequent 5 year anniversary at 5-Year Treasury Rate +3.157%	Quarterly	1,000	1,000,000	988	988
Series N	4.250% Non-Cumulative	July 29, 2021	September 1, 2026	4.250%	Quarterly	1,000	425,000	412	412
<b>Total</b>								<b>\$ 4,845</b>	<b>\$ 4,845</b>

<sup>(1)</sup> Except for Series M, ownership is held in the form of depository shares, each representing a 1/40th interest in a share of fixed-rate non-cumulative perpetual preferred stock.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Accumulated Other Comprehensive Income**

AOCI primarily consists of accumulated net unrealized gains or losses associated with securities available for sale, changes in fair value of derivatives in hedging relationships and foreign currency translation adjustments.

The following table presents the changes in AOCI by component for the years ended December 31, 2023, 2022 and 2021.

**Table 10.2: AOCI**

<i>(Dollars in millions)</i>	Securities Available for Sale	Hedging Relationships <sup>(1)</sup>	Foreign Currency Translation Adjustments <sup>(2)</sup>	Other	Total
AOCI as of December 31, 2020	\$ 2,186	\$ 1,362	\$ (31)	\$ (23)	\$ 3,494
Other comprehensive income (loss) before reclassifications	(1,887)	(396)	10	7	(2,266)
Amounts reclassified from AOCI into earnings	(2)	(848)	0	(4)	(854)
Other comprehensive income (loss), net of tax	(1,889)	(1,244)	10	3	(3,120)
AOCI as of December 31, 2021	297	118	(21)	(20)	374
Other comprehensive income (loss) before reclassifications	(7,980)	(2,404)	1	(17)	(10,400)
Amounts reclassified from AOCI into earnings	7	104	0	(1)	110
Other comprehensive income (loss), net of tax	(7,973)	(2,300)	1	(18)	(10,290)
AOCI as of December 31, 2022	(7,676)	(2,182)	(20)	(38)	(9,916)
Other comprehensive income (loss) before reclassifications	881	(268)	46	7	666
Amounts reclassified from AOCI into earnings	26	957	0	(1)	982
Other comprehensive income, net of tax	907	689	46	6	1,648
AOCI as of December 31, 2023	<b>\$ (6,769)</b>	<b>\$ (1,493)</b>	<b>\$ 26</b>	<b>\$ (32)</b>	<b>\$ (8,268)</b>

<sup>(1)</sup> Includes amounts related to cash flow hedges as well as the excluded component of cross-currency swaps designated as fair value hedges.

<sup>(2)</sup> Includes other comprehensive losses of \$126 million and gains of \$305 million and \$22 million for the years ended December 31, 2023, 2022 and 2021, respectively, from hedging instruments designated as net investment hedges.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The following table presents amounts reclassified from each component of AOCI to our consolidated statements of income for the years ended December 31, 2023, 2022 and 2021.

**Table 10.3: Reclassifications from AOCI**

<i>(Dollars in millions)</i>		Year Ended December 31,		
AOCI Components	Affected Income Statement Line Item	2023	2022	2021
<b>Securities available for sale:</b>				
	Non-interest income (loss)	\$ (34)	\$ (9)	\$ 2
	Income tax provision (benefit)	(8)	(2)	0
	Net income (loss)	(26)	(7)	2
<b>Hedging relationships:</b>				
Interest rate contracts:	Interest income (loss)	(1,205)	(121)	957
Foreign exchange contracts:	Interest income	11	3	1
	Interest expense	(3)	(3)	(3)
	Non-interest income (loss)	(66)	(17)	163
	Income (loss) from continuing operations before income taxes	(1,263)	(138)	1,118
	Income tax provision (benefit)	(306)	(34)	270
	Net income (loss)	(957)	(104)	848
<b>Other:</b>				
	Non-interest income and non-interest expense	1	1	5
	Income tax provision (benefit)	0	0	1
	Net income	1	1	4
<b>Total reclassifications</b>		<b>\$ (982)</b>	<b>\$ (110)</b>	<b>\$ 854</b>

The table below summarizes other comprehensive income (loss) activity and the related tax impact for the years ended December 31, 2023, 2022 and 2021.

**Table 10.4: Other Comprehensive Income (Loss)**

<i>(Dollars in millions)</i>	Year Ended December 31,								
	2023			2022			2021		
	Before Tax	Provision (Benefit)	After Tax	Before Tax	Provision (Benefit)	After Tax	Before Tax	Provision (Benefit)	After Tax
<b>Other comprehensive income (loss):</b>									
Net unrealized gains (losses) on securities available for sale	\$ 1,183	\$ 276	\$ 907	\$ (10,516)	\$ (2,543)	\$ (7,973)	\$ (2,486)	\$ (597)	\$ (1,889)
Net unrealized gains (losses) on hedging relationships	906	217	689	(3,032)	(732)	(2,300)	(1,640)	(396)	(1,244)
Foreign currency translation adjustments <sup>(1)</sup>	6	(40)	46	98	97	1	17	7	10
Other	8	2	6	(24)	(6)	(18)	4	1	3
Other comprehensive income (loss)	<b>\$ 2,103</b>	<b>\$ 455</b>	<b>\$ 1,648</b>	<b>\$ (13,474)</b>	<b>\$ (3,184)</b>	<b>\$ (10,290)</b>	<b>\$ (4,105)</b>	<b>\$ (985)</b>	<b>\$ (3,120)</b>

<sup>(1)</sup> Includes the impact of hedging instruments designated as net investment hedges.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 11—REGULATORY AND CAPITAL ADEQUACY**

**Regulation and Capital Adequacy**

The Company and the Bank are subject to the regulatory capital requirements established by the Board of Governors of the Federal Reserve System (“Federal Reserve”) and the Office of the Comptroller of the Currency (“OCC”), respectively (the “Basel III Capital Rules”). The Basel III Capital Rules implement certain capital requirements published by the Basel Committee on Banking Supervision (“Basel Committee”), along with certain provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (“Dodd-Frank Act”) and other capital provisions.

As a bank holding company (“BHC”) with total consolidated assets of at least \$250 billion but less than \$700 billion and not exceeding any of the applicable risk-based thresholds, the Company is a Category III institution under the Basel III Capital Rules.

The Bank, as a subsidiary of a Category III institution, is a Category III bank. Moreover, the Bank, as an insured depository institution, is subject to prompt corrective action (“PCA”) capital regulations.

Under the Basel III Capital Rules, we must maintain a minimum common equity Tier 1 (“CET1”) capital ratio of 4.5%, a Tier 1 capital ratio of 6.0% and a total capital ratio of 8.0%, in each case in relation to risk-weighted assets. In addition, we must maintain a minimum leverage ratio of 4.0% and a minimum supplementary leverage ratio of 3.0%. We are also subject to the capital conservation buffer requirement and countercyclical capital buffer requirement, each as described below. Our capital and leverage ratios are calculated based on the Basel III standardized approach framework.

We have elected to exclude certain elements of accumulated other comprehensive income (“AOCI”) from our regulatory capital as permitted for a Category III institution. For information on the recognition of AOCI in regulatory capital under the proposed changes to the Basel III Capital Rules, see “Part I—Item 1. Business—Supervision and Regulation—Basel III Finalization Proposal.”

The Federal Reserve, OCC, and the Federal Deposit Insurance Corporation (“FDIC”) (collectively, “Federal Banking Agencies”) adopted a final rule (“CECL Transition Rule”) that provides banking institutions an optional five-year transition period to phase in the impact of the CECL standard on their regulatory capital (the “CECL Transition Election”). We adopted the CECL standard (for accounting purposes) as of January 1, 2020, and made the CECL Transition Election (for regulatory capital purposes) in the first quarter of 2020. Therefore, the applicable amounts presented in this Report reflect such election.

Pursuant to the CECL Transition Rule, a banking institution could elect to delay the estimated impact of adopting CECL on its regulatory capital through December 31, 2021 and then phase in the estimated cumulative impact from January 1, 2022 through December 31, 2024. For the “day 2” ongoing impact of CECL during the initial two years, the Federal Banking Agencies used a uniform “scaling factor” of 25% as an approximation of the increase in the allowance under the CECL standard compared to the prior incurred loss methodology. Accordingly, from January 1, 2020 through December 31, 2021, electing banking institutions were permitted to add back to their regulatory capital an amount equal to the sum of the after-tax “day 1” CECL adoption impact and 25% of the increase in the allowance since the adoption of the CECL standard. From January 1, 2022 through December 31, 2024, the after-tax “day 1” CECL adoption impact and the cumulative “day 2” ongoing impact are being phased in to regulatory capital at 25% per year. The following table summarizes the capital impact delay and phase in period on our regulatory capital from years 2020 to 2025.

	Capital Impact Delayed		Phase In Period			
	2020	2021	2022	2023	2024	2025
“Day 1” CECL adoption impact	Capital impact delayed to 2022					
Cumulative “day 2” ongoing impact	25% scaling factor as an approximation of the increase in allowance under CECL		25% Phased In	50% Phased In	75% Phased In	Fully Phased In

As of December 31, 2021, we added back an aggregate amount of \$2.4 billion to our regulatory capital pursuant to the CECL Transition Rule. Consistent with the rule, we have phased in 50% of this amount as of December 31, 2023. The remaining \$1.2 billion will be phased in on January 1, 2024 and 2025 at \$600 million per year. As of December 31, 2023, the Company’s



**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

CET1 capital ratio, reflecting the CECL Transition Rule, was 12.9% and would have been 12.6% excluding the impact of the CECL Transition Rule (or “on a fully phased-in basis”).

For additional information about the regulatory capital rules to which we are subject, including recent proposed amendments to these rules, see “Part I—Item 1. Business—Supervision and Regulation.”

The following table provides a comparison of our regulatory capital amounts and ratios under the Basel III standardized approach subject to the applicable transition provisions, the regulatory minimum capital adequacy ratios and the applicable well-capitalized standard for each ratio as of December 31, 2023 and 2022.

**Table 11.1: Capital Ratios Under Basel III<sup>(1)</sup>**

<i>(Dollars in millions)</i>	December 31, 2023				December 31, 2022			
	Capital Amount	Capital Ratio	Minimum Capital Adequacy	Well-Capitalized	Capital Amount	Capital Ratio	Minimum Capital Adequacy	Well-Capitalized
<b>Capital One Financial Corp:</b>								
Common equity Tier 1 capital <sup>(2)</sup>	\$ 47,615	12.9 %	4.5 %	N/A	\$ 44,731	12.5 %	4.5 %	N/A
Tier 1 capital <sup>(3)</sup>	52,460	14.2	6.0	6.0%	49,576	13.9	6.0	6.0%
Total capital <sup>(4)</sup>	59,124	16.0	8.0	10.0	56,714	15.8	8.0	10.0
Tier 1 leverage <sup>(5)</sup>	52,460	11.2	4.0	N/A	49,576	11.1	4.0	N/A
Supplementary leverage <sup>(6)</sup>	52,460	9.6	3.0	N/A	49,576	9.5	3.0	N/A
<b>CONA:</b>								
Common equity Tier 1 capital <sup>(2)</sup>	47,933	13.1	4.5	6.5	46,630	13.1	4.5	6.5
Tier 1 capital <sup>(3)</sup>	47,933	13.1	6.0	8.0	46,630	13.1	6.0	8.0
Total capital <sup>(4)</sup>	52,636	14.3	8.0	10.0	51,165	14.4	8.0	10.0
Tier 1 leverage <sup>(5)</sup>	47,933	10.3	4.0	5.0	46,630	10.5	4.0	5.0
Supplementary leverage <sup>(6)</sup>	47,933	8.8	3.0	N/A	46,630	9.0	3.0	N/A

<sup>(1)</sup> Capital requirements that are not applicable are denoted by “N/A.”

<sup>(2)</sup> CET1 capital ratio is a regulatory capital measure calculated based on CET1 capital divided by risk-weighted assets.

<sup>(3)</sup> Tier 1 capital ratio is a regulatory capital measure calculated based on Tier 1 capital divided by risk-weighted assets.

<sup>(4)</sup> Total capital ratio is a regulatory capital measure calculated based on total capital divided by risk-weighted assets.

<sup>(5)</sup> Tier 1 leverage ratio is a regulatory capital measure calculated based on Tier 1 capital divided by adjusted average assets.

<sup>(6)</sup> Supplementary leverage ratio is a regulatory capital measure calculated based on Tier 1 capital divided by total leverage exposure.

We exceeded the minimum capital requirements and the Bank exceeded the minimum regulatory requirements and was well-capitalized under PCA requirements as of both December 31, 2023 and 2022.

Regulatory restrictions exist that limit the ability of CONA to transfer funds to our BHC. As of December 31, 2023, funds available for dividend payments from the Bank were \$5.2 billion. Applicable provisions that may be contained in our borrowing agreements or the borrowing agreements of our subsidiaries may limit our subsidiaries’ ability to pay dividends to us or our ability to pay dividends to our stockholders. There can be no assurance that we will declare and pay any dividends to stockholders.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 12—EARNINGS PER COMMON SHARE**

The following table sets forth the computation of basic and diluted earnings per common share for the years ended December 31, 2023, 2022 and 2021. Dividends and undistributed earnings allocated to participating securities represent the application of the “two-class” method as described in “Note 1—Summary of Significant Accounting Policies.”

**Table 12.1: Computation of Basic and Diluted Earnings per Common Share**

	Year Ended December 31,		
	2023	2022	2021
<i>(Dollars and shares in millions, except per share data)</i>			
Income from continuing operations, net of tax	\$ 4,887	\$ 7,360	\$ 12,394
Income (loss) from discontinued operations, net of tax	0	0	(4)
Net income	4,887	7,360	12,390
Dividends and undistributed earnings allocated to participating securities	(77)	(88)	(105)
Preferred stock dividends	(228)	(228)	(274)
Issuance cost for redeemed preferred stock	0	0	(46)
Net income available to common stockholders	\$ 4,582	\$ 7,044	\$ 11,965
Total weighted-average basic common shares outstanding	382.4	391.8	442.5
Effect of dilutive securities: <sup>(1)</sup>			
Stock options	0.1	0.3	0.7
Other contingently issuable shares	0.9	1.1	1.0
Total effect of dilutive securities	1.0	1.4	1.7
Total weighted-average diluted common shares outstanding	383.4	393.2	444.2
<b>Basic earnings per common share:</b>			
Net income from continuing operations	\$ 11.98	\$ 17.98	\$ 27.05
Income (loss) from discontinued operations	0.00	0.00	(0.01)
Net income per basic common share	\$ 11.98	\$ 17.98	\$ 27.04
<b>Diluted earnings per common share:<sup>(1)</sup></b>			
Net income from continuing operations	\$ 11.95	\$ 17.91	\$ 26.95
Income (loss) from discontinued operations	0.00	0.00	(0.01)
Net income per diluted common share	\$ 11.95	\$ 17.91	\$ 26.94

<sup>(1)</sup> Excluded from the computation of diluted earnings per share were awards of 27 thousand shares, 24 thousand shares and 26 thousand shares for the years ended December 31, 2023, 2022 and 2021, respectively, because their inclusion would be anti-dilutive. There were no options excluded from the computation for the years ended December 31, 2023, 2022 and 2021.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

---

**NOTE 13—STOCK-BASED COMPENSATION PLANS**

---

**Stock Plans**

We have one active stock-based compensation plan available for the issuance of shares to employees and directors. As of December 31, 2023, under the Amended and Restated 2004 Stock Incentive plan (“2004 Plan”), we are authorized to issue 81 million common shares in various forms, primarily share-settled RSUs, PSUs and non-qualified stock options. Of this amount, approximately 23 million shares remain available for future issuance as of December 31, 2023. The 2004 Plan permits the use of newly issued shares or treasury shares upon the settlement of options and stock-based incentive awards, and we generally settle by issuing new shares.

We also issue cash-settled restricted stock units. These cash-settled units are not counted against the common shares authorized for issuance or available for issuance under the 2004 Plan. Cash-settled units vesting during 2023, 2022 and 2021 resulted in cash payments to associates of \$4 million, \$8 million and \$7 million, respectively. There was no unrecognized compensation cost for unvested cash-settled units as of December 31, 2023.

Total stock-based compensation expense recognized during 2023, 2022 and 2021 was \$513 million, \$314 million and \$331 million, respectively. The total income tax benefit for stock-based compensation recognized during 2023, 2022 and 2021 was \$99 million, \$75 million and \$62 million, respectively.

In addition, we maintain an Associate Stock Purchase Plan (“Purchase Plan”), which is a compensatory plan under the accounting guidance for stock-based compensation. Related to the Purchase Plan, we recognized compensation expense of \$39 million, \$36 million and \$33 million for 2023, 2022 and 2021, respectively. We also maintain a Dividend Reinvestment and Stock Purchase Plan, which allows participating stockholders to purchase additional shares of our common stock through automatic reinvestment of dividends or optional cash investments.

***Restricted Stock Units and Performance Share Units***

RSUs represent share-settled awards that do not contain performance conditions and are granted to certain employees at no cost to the recipient. RSUs generally vest over three years from the date of grant; however, some RSUs cliff vest on or shortly after the first or third anniversary of the grant date. RSUs are subject to forfeiture until certain restrictions have lapsed, including continued employment for a specified period of time.

PSUs represent share-settled awards that contain performance conditions and are granted to certain employees at no cost to the recipient. PSUs generally vest over three years from the date of grant; however, some PSUs cliff vest on or shortly after the third anniversary of the grant date. The number of PSUs that vest over three years can be reduced by 50% or 100% depending on whether specific performance goals are met during the vesting period. The number of three-year cliff vesting PSUs that will ultimately vest is contingent upon meeting specific performance goals over a three-year period. These PSUs also include an opportunity to receive from 0% to 150% of the target number of common shares.

A recipient of an RSU or PSU is entitled to receive a share of common stock after the applicable restrictions lapse and is generally entitled to receive cash payments or additional shares of common stock equivalent to any dividends paid on the underlying common stock during the period the RSU or PSU is outstanding, but is not entitled to voting rights. Generally, the value of RSUs and PSUs will equal the fair value of our common stock on the date of grant and the expense is recognized over the vesting period. Certain PSUs have discretionary vesting conditions and are remeasured at fair value each reporting period.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The following table presents a summary of 2023 activity for RSUs and PSUs.

**Table 13.1: Summary of Restricted Stock Units and Performance Share Units**

<i>(Shares/units in thousands)</i>	Restricted Stock Units		Performance Share Units <sup>(1)</sup>	
	Units	Weighted-Average Grant Date Fair Value per Unit	Units	Weighted-Average Grant Date Fair Value per Unit
Unvested as of January 1, 2023	5,056	\$ 124.92	1,703	\$ 125.55
Granted <sup>(2)</sup>	3,716	113.08	1,081	115.09
Vested	(2,078)	124.81	(811)	111.80
Forfeited	(247)	124.11	(18)	123.92
Unvested as of December 31, 2023	6,447	\$ 118.16	1,955	\$ 125.49

<sup>(1)</sup> Granted and vested include adjustments for achievement of specific performance goals for PSUs granted in prior periods.

<sup>(2)</sup> The weighted-average grant date fair value of RSUs was \$141.71 and \$127.37 in 2022 and 2021, respectively. The weighted-average grant date fair value of PSUs was \$139.00 and \$112.51 in 2022 and 2021, respectively.

The total fair value of RSUs that vested during 2023, 2022 and 2021 was \$233 million, \$248 million and \$202 million, respectively. The total fair value of PSUs that vested was \$91 million, \$127 million and \$94 million in 2023, 2022 and 2021, respectively. As of December 31, 2023, the unrecognized compensation expense related to unvested RSUs is \$411 million, which is expected to be amortized over a weighted-average period of approximately 1.8 years; and the unrecognized compensation related to unvested PSUs was \$46 million, which is expected to be amortized over a weighted-average period of approximately 1.1 years.

**Stock Options**

Stock options have a maximum contractual term of 10 years. Generally, the exercise price of stock options will equal the fair market value of our common stock on the date of grant. Option vesting is determined at the time of grant and may be subject to the achievement of any applicable performance conditions. Options generally become exercisable over three years beginning on the first anniversary of the date of grant; however, some option grants cliff vest on or shortly after the first or third anniversary of the grant date.

The following table presents a summary of 2023 activity for stock options and the balance of stock options exercisable as of December 31, 2023.

**Table 13.2: Summary of Stock Options Activity**

<i>(Shares in thousands, and intrinsic value in millions)</i>	Shares Subject to Options	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding as of January 1, 2023	541	\$ 75.12		
Granted	0	0.00		
Exercised	(137)	74.10		
Forfeited	0	0.00		
Expired	0	0.00		
Outstanding and Exercisable as of December 31, 2023	404	\$ 75.46	2.18 years	\$ 22

There were no stock options granted in 2023, 2022 and 2021. The total intrinsic value of stock options exercised during 2023, 2022 and 2021 was \$5 million, \$18 million and \$80 million, respectively.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 14—EMPLOYEE BENEFIT PLANS**

**Defined Contribution Plan**

We sponsor a contributory Associate Savings Plan (the “Plan”) in which all full-time and part-time associates over the age of 18 are eligible to participate. We make non-elective contributions to each eligible associate’s account and match a portion of associate contributions. We also sponsor a voluntary non-qualified deferred compensation plan in which select groups of employees are eligible to participate. We make contributions to this plan based on participants’ deferral of salary, bonuses and other eligible pay. In addition, we match participants’ excess compensation (compensation over the Internal Revenue Service (“IRS”) compensation limit) less deferrals. We contributed a total of \$492 million, \$444 million and \$378 million to these plans during the years ended December 31, 2023, 2022 and 2021, respectively.

**Defined Benefit Pension and Other Postretirement Benefit Plans**

We sponsor several frozen plans, including a qualified defined benefit pension plan, several non-qualified defined benefit pension plans, and a plan that provides other postretirement benefits, including medical and life insurance coverage. Our pension plans and the other postretirement benefit plan are valued using December 31 as the measurement date each year. Our policy is to amortize prior service amounts on a straight-line basis over the average remaining years of service to full eligibility for benefits of active plan participants.

The following table sets forth, on an aggregated basis, changes in the benefit obligation and plan assets, the funded status and how the funded status is recognized on our consolidated balance sheets.

**Table 14.1: Changes in Benefit Obligation and Plan Assets**

	Defined Pension Benefits		Other Postretirement Benefits	
	2023	2022	2023	2022
<i>(Dollars in millions)</i>				
<b>Change in benefit obligation:</b>				
Accumulated benefit obligation as of January 1,	\$ 128	\$ 163	\$ 12	\$ 16
Service cost	1	1	0	0
Interest cost	7	4	0	0
Benefits paid	(10)	(11)	(2)	(1)
Actuarial loss (gain)	1	(29)	0	(3)
Accumulated benefit obligation as of December 31,	<u>\$ 127</u>	<u>\$ 128</u>	<u>\$ 10</u>	<u>\$ 12</u>
<b>Change in plan assets:</b>				
Fair value of plan assets as of January 1,	\$ 222	\$ 273	\$ 5	\$ 6
Actual return on plan assets	23	(41)	1	(1)
Employer contributions	1	1	1	1
Benefits paid	(10)	(11)	(2)	(1)
Fair value of plan assets as of December 31,	<u>\$ 236</u>	<u>\$ 222</u>	<u>\$ 5</u>	<u>\$ 5</u>
Over (under) funded status as of December 31,	<u>\$ 109</u>	<u>\$ 94</u>	<u>\$ (5)</u>	<u>\$ (7)</u>
<i>(Dollars in millions)</i>				
<b>Balance sheet presentation as of December 31,</b>				
Other assets	\$ 117	\$ 102	\$ 0	\$ 0
Other liabilities	(8)	(8)	(5)	(7)
Net amount recognized as of December 31,	<u>\$ 109</u>	<u>\$ 94</u>	<u>\$ (5)</u>	<u>\$ (7)</u>

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Net periodic benefit gain for our defined benefit pension plans and other postretirement benefit plan totaled \$6 million, \$8 million and \$12 million in 2023, 2022 and 2021, respectively. We recognized pre-tax gains of \$9 million in 2023, pre-tax losses of \$24 million in 2022 and pre-tax gains of \$4 million in AOCI for our defined benefit pension plans and other postretirement benefit plan in 2021.

Pre-tax amounts recognized in AOCI that have not yet been recognized as a component of net periodic benefit cost consist of net actuarial losses of \$47 million and \$57 million for our defined benefit pension plans as of December 31, 2023 and 2022, respectively, and net actuarial gains of \$2 million and \$3 million for our other postretirement benefit plan as of December 31, 2023 and 2022, respectively. There was no meaningful prior service cost recognized in AOCI.

***Plan Assets and Fair Value Measurement***

Plan assets are invested using a total return investment approach whereby a mix of equity securities and debt securities are used to preserve asset values, diversify risk and enhance our ability to achieve our benchmark for long-term investment return. Investment strategies and asset allocations are based on careful consideration of plan liabilities, the plan's funded status and our financial condition. Investment performance and asset allocation are measured and monitored on a daily basis.

As of December 31, 2023 and 2022, our plan assets totaled \$241 million and \$227 million, respectively. We invested substantially all our plan assets in common collective trusts, which primarily consist of domestic and international equity securities, government securities and corporate and municipal bonds. Our plan assets were classified as Level 2 in the fair value hierarchy as of December 31, 2023 and 2022. For information on fair value measurements, including descriptions of Level 1, 2 and 3 of the fair value hierarchy, see "Note 16—Fair Value Measurement."

***Expected Future Benefit Payments***

As of December 31, 2023, the benefits expected to be paid in the next ten years totaled \$105 million for our defined pension benefit plans and \$10 million for our other postretirement benefit plan, respectively.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 15—INCOME TAXES**

We recognize the current and deferred tax consequences of all transactions that have been recognized in the financial statements using the provisions of the enacted tax laws. Current income tax expense represents our estimated taxes to be paid or refunded for the current period and includes income tax expense related to our uncertain tax positions, as well as tax-related interest and penalties. Deferred tax assets and liabilities are determined based on differences between the financial reporting and tax basis of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. We record valuation allowances to reduce deferred tax assets to the amount that is more likely than not to be realized. We record the effect of remeasuring deferred tax assets and liabilities due to a change in tax rates or laws as a component of income tax expense related to continuing operations for the period in which the change is enacted. We release income tax effects stranded in AOCI when an entire portfolio of the type of item is sold, terminated or extinguished. Income tax benefits are recognized when, based on their technical merits, they are more likely than not to be sustained upon examination. The amount recognized is the largest amount of benefit that is more likely than not to be realized upon settlement.

The following table presents significant components of the provision for income taxes attributable to continuing operations for the years ended December 31, 2023, 2022 and 2021.

**Table 15.1: Significant Components of the Provision for Income Taxes Attributable to Continuing Operations**

<i>(Dollars in millions)</i>	Year Ended December 31,		
	2023	2022	2021
<b>Current income tax provision:</b>			
Federal taxes	\$ 1,423	\$ 2,125	\$ 2,173
State taxes	382	423	485
International taxes	76	104	152
<b>Total current provision</b>	<b>\$ 1,881</b>	<b>\$ 2,652</b>	<b>\$ 2,810</b>
<b>Deferred income tax provision (benefit):</b>			
Federal taxes	\$ (547)	\$ (662)	\$ 490
State taxes	(145)	(112)	91
International taxes	(31)	2	24
<b>Total deferred provision (benefit)</b>	<b>(723)</b>	<b>(772)</b>	<b>605</b>
<b>Total income tax provision</b>	<b>\$ 1,158</b>	<b>\$ 1,880</b>	<b>\$ 3,415</b>

The international income tax provision is related to pre-tax earnings from foreign operations of approximately \$230 million, \$462 million and \$677 million in 2023, 2022 and 2021, respectively.

Total income tax provision does not reflect the tax effects of items that are included in AOCI, which include a tax provision of \$455 million in 2023, and a tax benefit of \$3.2 billion and \$985 million in 2022 and 2021, respectively. See "Note 10—Stockholders' Equity" for additional information.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The following table presents the reconciliation of the U.S. federal statutory income tax rate to the effective income tax rate applicable to income from continuing operations for the years ended December 31, 2023, 2022 and 2021.

**Table 15.2: Effective Income Tax Rate**

	Year Ended December 31,		
	2023	2022	2021
Income tax at U.S. federal statutory tax rate	21.0 %	21.0 %	21.0 %
State taxes, net of federal benefit	3.4	3.1	3.1
Non-deductible expenses	1.4	0.6	0.4
Affordable housing, new markets and other tax credits	(6.8)	(4.2)	(2.3)
Tax-exempt interest and other nontaxable income	(0.8)	(0.4)	(0.3)
Changes in valuation allowance	0.8	1.0	0.4
Other, net	0.2	(0.8)	(0.7)
Effective income tax rate	<u>19.2 %</u>	<u>20.3 %</u>	<u>21.6 %</u>

The following table presents significant components of our deferred tax assets and liabilities as of December 31, 2023 and 2022. The valuation allowance below represents the adjustment of our foreign tax credit carryforward, certain state deferred tax assets and net operating loss carryforwards to the amount we have determined is more likely than not to be realized.

**Table 15.3: Significant Components of Deferred Tax Assets and Liabilities**

*(Dollars in millions)*

	December 31, 2023	December 31, 2022
<b>Deferred tax assets:</b>		
Allowance for credit losses	\$ 3,538	\$ 3,025
Security and loan valuations	2,223	2,497
Rewards programs	801	790
Net operating loss and tax credit carryforwards	514	437
Net unrealized loss on derivatives	470	689
Compensation and employee benefits	444	411
Lease liabilities	314	346
Fixed assets and leases	278	190
Partnership investments	272	253
Other assets	388	317
Subtotal	<u>9,242</u>	<u>8,955</u>
Valuation allowance	(496)	(446)
Total deferred tax assets	<u>8,746</u>	<u>8,509</u>
<b>Deferred tax liabilities:</b>		
Right-of-use assets	253	284
Original issue discount	121	241
Partnership investments	148	119
Mortgage servicing rights	85	95
Loan Fees & Expenses	48	52
Goodwill and intangibles	57	0
Other liabilities	95	59
Total deferred tax liabilities	<u>807</u>	<u>850</u>
Net deferred tax assets	<u>\$ 7,939</u>	<u>\$ 7,659</u>



**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Our gross federal net operating loss carryforwards were \$7 million and \$13 million as of December 31, 2023 and 2022, respectively. These operating loss carryforwards were attributable to acquisitions, and all of \$7 million is expected to be utilized. Under IRS rules, our ability to utilize these losses against future income is limited. The net tax values of our state net operating loss carryforwards were \$273 million and \$267 million as of December 31, 2023 and 2022, respectively, and they will expire from 2024 to 2042. Our foreign tax credit carryforwards were \$207 million and \$166 million as of December 31, 2023 and 2022, respectively, and they will expire from 2029 to 2033.

Our valuation allowance increased by \$50 million to \$496 million as of December 31, 2023 compared to \$446 million as of December 31, 2022. Of the total increase, \$41 million is related to the current year increase in our foreign tax credit carryforwards that will not be realized prior to expiration and \$8 million is related to reducing state net operating losses and interest carryforwards to the amount we have determined is more likely than not to be realized.

We recognize accrued interest and penalties related to income taxes as a component of income tax expense. We recognized a \$1 million tax expense in 2023, \$1 million and \$30 million tax benefit in 2022 and 2021, respectively.

The following table presents the accrued balance of tax, interest and penalties related to unrecognized tax benefits.

**Table 15.4: Reconciliation of the Change in Unrecognized Tax Benefits**

<i>(Dollars in millions)</i>	Gross Unrecognized Tax Benefits	Accrued Interest and Penalties	Gross Tax, Interest and Penalties
Balance as of January 1, 2021	\$ 451	\$ 46	\$ 497
Additions for tax positions related to prior years	1	4	5
Reductions for tax positions related to prior years due to IRS and other settlements	(47)	(36)	(83)
Balance as of December 31, 2021	405	14	419
Additions for tax positions related to the current year	3	0	3
Additions for tax positions related to prior years	14	6	20
Reductions for tax positions related to prior years due to IRS and other settlements	(381)	(10)	(391)
Balance as of December 31, 2022	41	10	51
Additions for tax positions related to the current year	2	0	2
Additions for tax positions related to prior years	10	4	14
Reductions for tax positions related to prior years due to IRS and other settlements	(20)	(7)	(27)
Balance as of December 31, 2023	<u>\$ 33</u>	<u>\$ 7</u>	<u>\$ 40</u>
Portion of balance at December 31, 2023 that, if recognized, would impact the effective income tax rate	<u>\$ 27</u>	<u>\$ 6</u>	<u>\$ 33</u>

We are subject to examination by the IRS and other tax authorities in certain countries and states in which we operate. The tax years subject to examination vary by jurisdiction. During 2023, we continued to participate in the IRS Compliance Assurance Process ("CAP") for our open federal income tax return years and have been accepted into CAP for 2024. During 2023, the IRS continued examining our 2021 federal income tax return for only two issues listed for review post-filing that we expect to be completed by June 30, 2024. We also expect that the IRS review of our 2022 federal income tax return will be completed in 2024. We also expect that the IRS review of our 2023 federal income tax return will be substantially completed in 2024 prior to its filing.

It is reasonably possible that further adjustments to the Company's unrecognized tax benefits may be made within 12 months of the reporting date as a result of future judicial or regulatory interpretations of existing tax laws. At this time, an estimate of the potential changes to the amount of unrecognized tax benefits cannot be made.

As of December 31, 2023, the Company had approximately \$1.8 billion of unremitted earnings of subsidiaries operating outside the U.S. that upon repatriation would have no additional U.S. income taxes. In accordance with the guidance for accounting for income taxes in special areas, nearly all these earnings are considered by management to be invested indefinitely.

**CAPITAL ONE FINANCIAL CORPORATION  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

As of December 31, 2023, U.S. income taxes of \$70 million have not been provided for approximately \$287 million of previously acquired thrift bad debt reserves created for tax purposes as of December 31, 1987. These amounts, acquired as a result of previous mergers and acquisitions, are subject to recapture in the unlikely event that CONA, as the successor to the merged and acquired entities, makes distributions in excess of earnings and profits, redeems its stock or liquidates.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

---

**NOTE 16—FAIR VALUE MEASUREMENT**

---

Fair value, also referred to as an exit price, is defined as the price that would be received for an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date. The fair value accounting guidance provides a three-level fair value hierarchy for classifying financial instruments. This hierarchy is based on the markets in which the assets or liabilities trade and whether the inputs to the valuation techniques used to measure fair value are observable or unobservable. The fair value measurement of a financial asset or liability is assigned a level based on the lowest level of any input that is significant to the fair value measurement in its entirety. The three levels of the fair value hierarchy are described below:

- Level 1: Valuation is based on quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: Valuation is based on observable market-based inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3: Valuation is generated from techniques that use significant assumptions not observable in the market. Valuation techniques include pricing models, discounted cash flow (“DCF”) methodologies or similar techniques.

The accounting guidance for fair value measurements requires that we maximize the use of observable inputs and minimize the use of unobservable inputs in determining fair value. We consider all available information, including observable market data, indications of market liquidity and orderliness, and our understanding of the valuation techniques and significant inputs. Based upon the specific facts and circumstances of each instrument or instrument category, judgments are made regarding the significance of the observable or unobservable inputs to the instruments’ fair value measurement in its entirety. If unobservable inputs are considered significant, the instrument is classified as Level 3. The process for determining fair value using unobservable inputs is generally more subjective and involves a high degree of management judgment and assumptions. The accounting guidance provides for the irrevocable option to elect, on a contract-by-contract basis, to measure certain financial assets and liabilities at fair value at inception of the contract and record any subsequent changes in fair value in earnings.

**Assets and Liabilities Measured at Fair Value on a Recurring Basis**

The following describes the valuation techniques used in estimating the fair value of our financial assets and liabilities recorded at fair value on a recurring basis. The determination of the leveling of financial instruments in the fair value hierarchy is performed at the end of each reporting period.

**Investment Securities**

We measure the fair value of our U.S. Treasury securities using quoted prices in active markets. For the majority of securities in other investment categories, we utilize multiple vendor pricing services to obtain fair value measurements. We use a waterfall of pricing vendors determined using our annual assessment of pricing service performance. A pricing service may be considered as the preferred or primary pricing provider depending on how closely aligned its prices are to other vendor prices, and how consistent the prices are with other available market information. The price of each security is confirmed by comparing such price to other vendor prices before it is finalized.

RMBS and CMBS are generally classified as Level 2 or 3. When significant assumptions are not consistently observable, fair values are derived using the best available data. Such data may include quotes provided by dealers, valuation from external pricing services, independent pricing models, or other model-based valuation techniques, for example, calculation of the present values of future cash flows incorporating assumptions such as benchmark yields, spreads, prepayment speeds, credit ratings and losses. Generally, the external pricing services utilize observable market data to the extent available. Pricing models may be used, which can vary by asset class, and may also incorporate available trade, bid and other market information. Across asset classes, information such as trader/dealer inputs, credit spreads, forward curves and prepayment speeds are used to help determine appropriate valuations. Because many fixed income securities do not trade on a daily basis, the pricing models may apply available information through processes such as benchmarking curves, grouping securities based on their characteristics and using matrix pricing to prepare valuations. In addition, model processes are used by the pricing services to develop prepayment assumptions.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

We validate the pricing obtained from the primary pricing providers through comparison of pricing to additional sources, including other pricing services, dealer pricing indications in transaction results and other internal sources. Pricing variances among different pricing sources are analyzed. Additionally, on an on-going basis, we request more detailed information from the valuation vendors to understand the pricing methodology and assumptions used to value the securities.

***Derivative Assets and Liabilities***

We use both exchange-traded and OTC derivatives to manage our interest rate, foreign currency and commodity risk exposures. When quoted market prices are available and used to value our exchange-traded derivatives, we classify them as Level 1. However, the majority of our derivatives do not have readily available quoted market prices. Therefore, we value most of our derivatives using vendor-based models. We primarily rely on market observable inputs for these models, including, for example, interest rate yield curves, credit curves, option volatility and currency rates. These inputs can vary depending on the type of derivatives and nature of the underlying rate, price or index upon which the value of the derivative is based. We typically classify derivatives as Level 2 when significant inputs can be observed in a liquid market and the model itself does not require significant judgment. When instruments are traded in less liquid markets and significant inputs are unobservable, such as interest rate swaps whose remaining terms do not correlate with market observable interest rate yield curves, such derivatives are classified as Level 3. We consider the impact of credit risk valuation adjustments when measuring the fair value of derivative contracts in order to reflect the credit quality of the counterparty and our own credit quality. Our internal pricing is compared against additional pricing sources such as external valuation agents and other internal sources. Pricing variances among different pricing sources are analyzed and validated. These derivatives are included in other assets or other liabilities on our consolidated balance sheets.

***Loans Held for Sale***

In our commercial business, we originate multifamily commercial real estate loans with the intent to sell them to GSEs. We elect the fair value option for such loans as part of our management of interest rate risk in our multifamily agency business. These held for sale loans are valued based on market observable inputs and are therefore classified as Level 2. Unrealized gains and losses on these loans are recorded in other non-interest income in our consolidated statements of income.

***Retained Interests in Securitizations***

We have retained interests in various mortgage securitizations from previous acquisitions. Our retained interests primarily include interest-only bonds and negative amortization bonds. We record these retained interests at fair value using market indications and valuation models to calculate the present value of future cash flows. Due to the use of significant unobservable inputs such as prepayment and discount rate assumptions, retained interests in securitizations are classified as Level 3 under the fair value hierarchy.

***Deferred Compensation Plan Assets***

We offer a voluntary non-qualified deferred compensation plan to eligible associates. In addition to participant deferrals, we make contributions to the plan. Participants invest these contributions in a variety of publicly traded mutual funds. The plan assets, which consist of those publicly traded mutual funds, are classified as Level 1.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

The following table displays our assets and liabilities measured on our consolidated balance sheets at fair value on a recurring basis as of December 31, 2023 and 2022.

**Table 16.1: Assets and Liabilities Measured at Fair Value on a Recurring Basis**

(Dollars in millions)	December 31, 2023				
	Fair Value Measurements Using			Netting Adjustments <sup>(1)</sup>	Total
	Level 1	Level 2	Level 3		
<b>Assets:</b>					
Securities available for sale:					
U.S. Treasury securities	\$ 5,282	\$ 0	\$ 0	0	\$ 5,282
RMBS	0	63,492	146	0	63,638
CMBS	0	8,191	132	0	8,323
Other securities	126	1,748	0	0	1,874
Total securities available for sale	5,408	73,431	278	0	79,117
Loans held for sale	0	347	0	0	347
Other assets:					
Derivative assets <sup>(2)</sup>	788	1,001	886	\$ (1,005)	1,670
Other <sup>(3)</sup>	589	3	35	0	627
<b>Total assets</b>	<b>\$ 6,785</b>	<b>\$ 74,782</b>	<b>\$ 1,199</b>	<b>\$ (1,005)</b>	<b>\$ 81,761</b>
<b>Liabilities:</b>					
Other liabilities:					
Derivative liabilities <sup>(2)</sup>	\$ 449	\$ 1,655	\$ 828	\$ (597)	\$ 2,335
<b>Total liabilities</b>	<b>\$ 449</b>	<b>\$ 1,655</b>	<b>\$ 828</b>	<b>\$ (597)</b>	<b>\$ 2,335</b>
December 31, 2022					
(Dollars in millions)	Fair Value Measurements Using			Netting Adjustments <sup>(1)</sup>	Total
	Level 1	Level 2	Level 3		
	<b>Assets:</b>				
Securities available for sale:					
U.S. Treasury securities	\$ 5,041	\$ 0	\$ 0	0	\$ 5,041
RMBS	0	62,353	236	0	62,589
CMBS	0	7,728	142	0	7,870
Other securities	186	1,233	0	0	1,419
Total securities available for sale	5,227	71,314	378	0	76,919
Loans held for sale	0	191	0	0	191
Other assets:					
Derivative assets <sup>(2)</sup>	474	2,545	79	\$ (1,134)	1,964
Other <sup>(3)</sup>	464	3	36	0	503
<b>Total assets</b>	<b>\$ 6,165</b>	<b>\$ 74,053</b>	<b>\$ 493</b>	<b>\$ (1,134)</b>	<b>\$ 79,577</b>
<b>Liabilities:</b>					
Other liabilities:					
Derivative liabilities <sup>(2)</sup>	\$ 823	\$ 3,653	\$ 74	\$ (1,235)	\$ 3,315
<b>Total liabilities</b>	<b>\$ 823</b>	<b>\$ 3,653</b>	<b>\$ 74</b>	<b>\$ (1,235)</b>	<b>\$ 3,315</b>

<sup>(1)</sup> Represents balance sheet netting of derivative assets and liabilities, and related payables and receivables for cash collateral held or placed with the same counterparty. See "Note 9—Derivative Instruments and Hedging Activities" for additional information.

<sup>(2)</sup> Does not reflect approximately \$2 million and \$4 million recognized as a net valuation allowance on derivative assets and liabilities for non-performance risk as of December 31, 2023 and 2022, respectively. Non-performance risk is included in the measurement of derivative assets and liabilities on our consolidated balance sheets, and is recorded through non-interest income in the consolidated statements of income.

<sup>(3)</sup> As of December 31, 2023 and 2022, other includes retained interests in securitizations of \$35 million and \$36 million, deferred compensation plan assets of \$578 million and \$453 million, and equity securities of \$14 million (including unrealized gains of \$5 million) and \$14 million (including unrealized losses of \$23 million), respectively.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Level 3 Recurring Fair Value Rollforward**

The table below presents a reconciliation for all assets and liabilities measured and recognized at fair value on a recurring basis using significant unobservable inputs (Level 3) for the years ended December 31, 2023, 2022 and 2021. Generally, transfers into Level 3 were primarily driven by the usage of unobservable assumptions in the pricing of these financial instruments as evidenced by wider pricing variations among pricing vendors and transfers out of Level 3 were primarily driven by the usage of assumptions corroborated by market observable information as evidenced by tighter pricing among multiple pricing sources.

**Table 16.2: Level 3 Recurring Fair Value Rollforward**

Fair Value Measurements Using Significant Unobservable Inputs (Level 3)											
Year Ended December 31, 2023											
(Dollars in millions)	Balance, January 1, 2023	Total Gains (Losses) (Realized/Unrealized)		Purchases	Sales	Issuances	Settlements	Transfers Into Level 3	Transfers Out of Level 3	Balance, December 31, 2023	Net Unrealized Gains (Losses) Included in Net Income Related to Assets and Liabilities Still Held as of December 31, 2023 <sup>(1)</sup>
		Included in Net Income <sup>(2)</sup>	Included in OCI								
<b>Securities available for sale:<sup>(2)</sup></b>											
RMBS	\$ 236	\$ 8	\$ (2)	\$ 0	\$ 0	\$ 0	\$ (20)	\$ 49	\$ (125)	\$ 146	\$ 7
CMBS	142	(1)	(4)	0	0	0	(5)	0	0	132	(1)
<b>Total securities available for sale</b>	<b>378</b>	<b>7</b>	<b>(6)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(25)</b>	<b>49</b>	<b>(125)</b>	<b>278</b>	<b>6</b>
<b>Other assets:</b>											
Retained interests in securitizations	36	(1)	0	0	0	0	0	0	0	35	(1)
Net derivative assets (liabilities) <sup>(3)(4)</sup>	5	(14)	0	0	0	166	69	(167)	(1)	58	63

Fair Value Measurements Using Significant Unobservable Inputs (Level 3)											
Year Ended December 31, 2022											
(Dollars in millions)	Balance, January 1, 2022	Total Gains (Losses) (Realized/Unrealized)		Purchases	Sales	Issuances	Settlements	Transfers Into Level 3	Transfers Out of Level 3	Balance, December 31, 2022	Net Unrealized Gains (Losses) Included in Net Income Related to Assets and Liabilities Still Held as of December 31, 2022 <sup>(1)</sup>
		Included in Net Income <sup>(2)</sup>	Included in OCI								
<b>Securities available for sale:<sup>(2)</sup></b>											
RMBS	\$ 258	\$ 18	\$ (32)	\$ 0	\$ 0	\$ 0	\$ (60)	\$ 123	\$ (71)	\$ 236	\$ 10
CMBS	9	(1)	(3)	0	0	0	(15)	190	(38)	142	(1)
<b>Total securities available for sale</b>	<b>267</b>	<b>17</b>	<b>(35)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(75)</b>	<b>313</b>	<b>(109)</b>	<b>378</b>	<b>9</b>
<b>Other assets:</b>											
Retained interests in securitizations	41	(5)	0	0	0	0	0	0	0	36	(5)
Net derivative assets (liabilities) <sup>(3)</sup>	19	(65)	0	0	0	36	3	(28)	40	5	(33)

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Fair Value Measurements Using Significant Unobservable Inputs (Level 3)  
Year Ended December 31, 2021

(Dollars in millions)	Fair Value Measurements Using Significant Unobservable Inputs (Level 3) Year Ended December 31, 2021										
	Balance, January 1, 2021	Total Gains (Losses) (Realized/Unrealized)		Purchases	Sales	Issuances	Settlements	Transfers Into Level 3	Transfers Out of Level 3	Balance, December 31 2021	Net Unrealized Gains (Losses) Included in Net Income Related to Assets and Liabilities Still Held as of December 31, 2021 <sup>(1)</sup>
Included in Net Income <sup>(2)</sup>	Included in OCI										
Securities available for sale: <sup>(2)</sup>											
RMBS	\$ 328	\$ 18	\$ 5	\$ 0	\$ 0	\$ 0	\$ (91)	\$ 106	\$ (108)	\$ 258	\$ 15
CMBS	111	0	(2)	0	0	0	(7)	0	(93)	9	0
Total securities available for sale	439	18	3	0	0	0	(98)	106	(201)	267	15
Other assets:											
Retained interests in securitizations	55	(14)	0	0	0	0	0	0	0	41	(14)
Net derivative assets (liabilities) <sup>(3)</sup>	31	(43)	0	0	0	68	(37)	6	(6)	19	(20)

<sup>(1)</sup> Realized gains (losses) on securities available for sale are included in net securities gains (losses) and retained interests in securitizations are reported as a component of non-interest income in our consolidated statements of income. Gains (losses) on derivatives are included as a component of net interest income or non-interest income in our consolidated statements of income.

<sup>(2)</sup> Net unrealized losses included in other comprehensive income related to Level 3 securities available for sale still held as of December 31, 2023 were \$5 million. Net unrealized losses included in other comprehensive income related to Level 3 securities available for sale still held as of December 31, 2022 were \$57 million. Net unrealized losses included in other comprehensive income related to Level 3 securities available for sale still held as of December 31, 2021 were \$4 million.

<sup>(3)</sup> Includes derivative assets and liabilities of \$886 million and \$828 million, respectively, as of December 31, 2023 and \$79 million and \$74 million, respectively, as of December 31, 2022, and \$84 million and \$65 million, respectively, as of December 31, 2021.

<sup>(4)</sup> Transfers into Level 3 primarily consist of term Secured Overnight Financing Rate ("SOFR")-indexed interest rate derivatives.

**Significant Level 3 Fair Value Asset and Liability Inputs**

Generally, uncertainties in fair value measurements of financial instruments, such as changes in unobservable inputs, may have a significant impact on fair value. Certain of these unobservable inputs will, in isolation, have a directionally consistent impact on the fair value of the instrument for a given change in that input. Alternatively, the fair value of the instrument may move in an opposite direction for a given change in another input. In general, an increase in the discount rate, default rates, loss severity or credit spreads, in isolation, would result in a decrease in the fair value measurement. In addition, an increase in default rates would generally be accompanied by a decrease in recovery rates, slower prepayment rates and an increase in liquidity spreads, and would lead to a decrease in the fair value measurement.

**Techniques and Inputs for Level 3 Fair Value Measurements**

The following table presents the significant unobservable inputs used to determine the fair values of our Level 3 financial instruments on a recurring basis. We utilize multiple vendor pricing services to obtain fair value for our securities. Several of our vendor pricing services are only able to provide unobservable input information for a limited number of securities due to software licensing restrictions. Other vendor pricing services are able to provide unobservable input information for all securities for which they provide a valuation. As a result, the unobservable input information for the securities available for sale presented below represents a composite summary of all information we are able to obtain. The unobservable input information for all other Level 3 financial instruments is based on the assumptions used in our internal valuation models.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Table 16.3: Quantitative Information about Level 3 Fair Value Measurements**

Quantitative Information about Level 3 Fair Value Measurements					
(Dollars in millions)	Fair Value at December 31, 2023	Significant Valuation Techniques	Significant Unobservable Inputs	Range	Weighted Average <sup>(1)</sup>
<b>Securities available for sale:</b>					
RMBS	\$ 146	Discounted cash flows (vendor pricing)	Yield	2-19%	7%
			Voluntary prepayment rate	0-12%	7%
			Default rate	0-10%	1%
			Loss severity	30-80%	61%
CMBS	132	Discounted cash flows (vendor pricing)	Yield	5-7%	5%
<b>Other assets:</b>					
Retained interests in securitizations <sup>(2)</sup>	35	Discounted cash flows	Life of receivables (months)	33-69	
			Voluntary prepayment rate	9%	
			Discount rate	5-14%	N/A
			Default rate	2%	
			Loss severity	53-163%	
Net derivative assets (liabilities)	58	Discounted cash flows	Swap rates	3-5%	4%

Quantitative Information about Level 3 Fair Value Measurements					
(Dollars in millions)	Fair Value at December 31, 2022	Significant Valuation Techniques	Significant Unobservable Inputs	Range	Weighted Average <sup>(1)</sup>
<b>Securities available for sale:</b>					
RMBS	\$ 236	Discounted cash flows (vendor pricing)	Yield	3-12%	7%
			Voluntary prepayment rate	4-20%	8%
			Default rate	0-11%	2%
			Loss severity	30-80%	58%
CMBS	142	Discounted cash flows (vendor pricing)	Yield	4-5%	5%
<b>Other assets:</b>					
Retained interests in securitizations <sup>(2)</sup>	36	Discounted cash flows	Life of receivables (months)	30-43	
			Voluntary prepayment rate	9-18%	
			Discount rate	4-7%	N/A
			Default rate	1%	
			Loss severity	62-291%	
Net derivative assets (liabilities)	5	Discounted cash flows	Swap rates	3-4%	4%

<sup>(1)</sup> Weighted averages are calculated by using the product of the input multiplied by the relative fair value of the instruments.

<sup>(2)</sup> Due to the nature of the various mortgage securitization structures in which we have retained interests, it is not meaningful to present a consolidated weighted average for the significant unobservable inputs.

**Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis**

We are required to measure and recognize certain assets at fair value on a nonrecurring basis on the consolidated balance sheets. These assets are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances (for example, from the application of lower of cost or fair value accounting or when we evaluate for impairment). The following describes the valuation techniques used in estimating the fair value of our financial assets and liabilities recorded at fair value on a nonrecurring basis.

**Net Loans Held for Investment**

Loans held for investment that are recorded at fair value on our consolidated balance sheets on a nonrecurring basis largely consist of impaired loans for which impairment is measured based upon the fair value of the underlying collateral. The fair value is determined using appraisal values that are obtained from independent appraisers, broker pricing opinions or other available market information, adjusted for the estimated cost to sell. Due to the use of significant unobservable inputs, these



**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

loans are classified as Level 3 under the fair value hierarchy. Fair value adjustments for individually impaired collateralized loans held for investment are recorded in provision for credit losses in the consolidated statements of income.

**Loans Held for Sale**

Loans held for sale for which we have not elected the fair value option are carried at the lower of aggregate cost, net of deferred fees and deferred origination costs, or fair value. These loans held for sale are valued based on market observable inputs and are therefore classified as Level 2. Fair value adjustments to these loans are recorded in other non-interest income in our consolidated statements of income.

**Other Assets**

Other assets subject to nonrecurring fair value measurements include equity investments accounted for under the measurement alternative, other repossessed assets and long-lived assets held for sale. The assets held for sale are carried at the lower of the carrying amount or fair value less costs to sell. The fair value is determined based on the appraisal value, listing price of the property or collateral provided by independent appraisers, and is adjusted for the estimated costs to sell. Due to the use of significant unobservable inputs, these assets are classified as Level 3 under the fair value hierarchy. Fair value adjustments for these assets are recorded in other non-interest expense in the consolidated statements of income.

The following table presents the carrying value of the assets measured at fair value on a nonrecurring basis and still held as of December 31, 2023 and 2022, and for which a nonrecurring fair value measurement was recorded during the year then ended.

**Table 16.4: Nonrecurring Fair Value Measurements**

<i>(Dollars in millions)</i>	December 31, 2023		
	Estimated Fair Value Hierarchy		Total
	Level 2	Level 3	
Loans held for investment	\$ 0	\$ 545	\$ 545
Loans held for sale	37	0	37
Other assets <sup>(1)</sup>	0	214	214
<b>Total</b>	<b>\$ 37</b>	<b>\$ 759</b>	<b>\$ 796</b>
	December 31, 2022		
<i>(Dollars in millions)</i>	Estimated Fair Value Hierarchy		
	Level 2		Total
	Level 2	Level 3	
Loans held for investment	\$ 0	\$ 284	\$ 284
Loans held for sale	11	0	11
Other assets <sup>(1)</sup>	0	220	220
<b>Total</b>	<b>\$ 11</b>	<b>\$ 504</b>	<b>\$ 515</b>

<sup>(1)</sup> As of December 31, 2023, other assets included investments accounted for under measurement alternative of \$46 million, repossessed assets of \$45 million, and long-lived assets held for sale and right-of-use assets totaling \$123 million. As of December 31, 2022, other assets included investments accounted for under measurement alternative of \$4 million, cost method investments of \$3 million, repossessed assets of \$55 million and long-lived assets held for sale and right-of-use assets totaling \$158 million.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

In the above table, loans held for investment are generally valued based in part on the estimated fair value of the underlying collateral and the non-recoverable rate, which is considered to be a significant unobservable input. The non-recoverable rate ranged from 0% to 100%, with a weighted average of 18%, and from 0% to 43%, with a weighted average of 20%, as of December 31, 2023 and 2022, respectively. The weighted average non-recoverable rate is calculated based on the estimated market value of the underlying collateral. The significant unobservable inputs and related quantitative information related to fair value of the other assets are not meaningful to disclose as they vary significantly across properties and collateral.

The following table presents total nonrecurring fair value measurements for the period, included in earnings, attributable to the change in fair value relating to assets that are still held at December 31, 2023 and 2022.

**Table 16.5: Nonrecurring Fair Value Measurements Included in Earnings**

<i>(Dollars in millions)</i>	Total Gains (Losses)	
	Year Ended December 31,	
	2023	2022
Loans held for investment	\$ (244)	\$ 30
Loans held for sale	(1)	0
Other assets <sup>(1)</sup>	(58)	(38)
<b>Total</b>	<b>\$ (303)</b>	<b>\$ (8)</b>

<sup>(1)</sup> Other assets include fair value adjustments related to repossessed assets, long-lived assets held for sale and right-of-use assets, and equity investments accounted for under the measurement alternative.

**Fair Value of Financial Instruments**

The following table presents the carrying value and estimated fair value, including the level within the fair value hierarchy, of our financial instruments that are not measured at fair value on a recurring basis on our consolidated balance sheets as of December 31, 2023 and 2022.

**Table 16.6: Fair Value of Financial Instruments**

<i>(Dollars in millions)</i>	December 31, 2023				
	Carrying Value	Estimated Fair Value	Estimated Fair Value Hierarchy		
			Level 1	Level 2	Level 3
<b>Financial assets:</b>					
Cash and cash equivalents	\$ 43,297	\$ 43,297	\$ 4,903	\$ 38,394	\$ 0
Restricted cash for securitization investors	458	458	458	0	0
Net loans held for investment	305,176	308,044	0	0	308,044
Loans held for sale	507	515	0	515	0
Interest receivable	2,478	2,478	0	2,478	0
Other investments <sup>(1)</sup>	1,329	1,329	0	1,329	0
<b>Financial liabilities:</b>					
Deposits with defined maturities	83,014	82,990	0	82,990	0
Securitized debt obligations	18,043	18,067	0	18,067	0
Senior and subordinated notes	31,248	31,524	0	31,524	0
Federal funds purchased and securities loaned or sold under agreements to repurchase	538	538	0	538	0
Interest payable	649	649	0	649	0

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

December 31, 2022

(Dollars in millions)

	Carrying Value	Estimated Fair Value	Estimated Fair Value Hierarchy		
			Level 1	Level 2	Level 3
<b>Financial assets:</b>					
Cash and cash equivalents	\$ 30,856	\$ 30,856	\$ 5,193	\$ 25,663	\$ 0
Restricted cash for securitization investors	400	400	400	0	0
Net loans held for investment	299,091	302,920	0	0	302,920
Loans held for sale	11	11	0	11	0
Interest receivable	2,104	2,104	0	2,104	0
Other investments <sup>(1)</sup>	1,326	1,326	0	1,326	0
<b>Financial liabilities:</b>					
Deposits with defined maturities	45,858	45,531	0	45,531	0
Securitized debt obligations	16,973	16,918	0	16,918	0
Senior and subordinated notes	30,826	30,744	0	30,744	0
Federal funds purchased and securities loaned or sold under agreements to repurchase	883	883	0	883	0
Interest payable	527	527	0	527	0

<sup>(1)</sup> Other investments include FHLB and Federal Reserve stock. These investments are included in other assets on our consolidated balance sheets.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

---

**NOTE 17—BUSINESS SEGMENTS AND REVENUE FROM CONTRACTS WITH CUSTOMERS**

---

Our principal operations are organized into three major business segments, which are defined primarily based on the products and services provided or the types of customers served: Credit Card, Consumer Banking and Commercial Banking. The operations of acquired businesses have been integrated into or managed as a part of our existing business segments. Certain activities that are not part of a business segment are included in the Other category, such as the management of our corporate investment portfolio and asset/liability positions performed by our centralized Corporate Treasury group and any residual tax expense or benefit beyond what is assessed to our business segments in order to arrive at the consolidated effective tax rate.

- *Credit Card*: Consists of our domestic consumer and small business card lending, and international card businesses in the United Kingdom and Canada.
- *Consumer Banking*: Consists of our deposit gathering and lending activities for consumers and small businesses, and national auto lending.
- *Commercial Banking*: Consists of our lending, deposit gathering, capital markets and treasury management services to commercial real estate and commercial and industrial customers. Our customers typically include companies with annual revenues between \$20 million and \$2 billion.
- *Other category*: Includes the residual impact of the allocation of our centralized Corporate Treasury group activities, such as management of our corporate investment portfolio, asset/liability management and oversight of our funds transfer pricing process, to our business segments. Accordingly, net gains and losses on our investment securities portfolio and certain trading activities are included in the Other category. The Other category also includes unallocated corporate expenses that do not directly support the operations of the business segments or for which the business segments are not considered financially accountable in evaluating their performance, such as certain restructuring charges, as well as residual tax expense or benefit to arrive at the consolidated effective tax rate that is not assessed to our primary business segments.

**Basis of Presentation**

We report the results of each of our business segments on a continuing operations basis. The results of our individual businesses reflect the manner in which management evaluates performance and makes decisions about funding our operations and allocating resources.

**Business Segment Reporting Methodology**

The results of our business segments are intended to present each segment as if it were a stand-alone business. Our internal management and reporting process used to derive our segment results employs various allocation methodologies, including funds transfer pricing, to assign certain balance sheet assets, deposits and other liabilities and their related revenues and expenses directly or indirectly attributable to each business segment. Our funds transfer pricing process managed by our centralized Corporate Treasury group provides a funds credit for sources of funds, such as deposits generated by our Consumer Banking and Commercial Banking businesses, and a charge for the use of funds by each segment. The allocation is unique to each business segment and acquired business and is based on the composition of assets and liabilities. The funds transfer pricing process considers the interest rate and liquidity risk characteristics of assets and liabilities and off-balance sheet products. Periodically the methodology and assumptions utilized in the funds transfer pricing process are adjusted to reflect economic conditions and other factors, which may impact the allocation of net interest income to the business segments. Due to the integrated nature of our business segments, estimates and judgments have been made in allocating certain revenue and expense items. Transactions between segments are based on specific criteria or approximate market rates. We regularly assess the assumptions, methodologies and reporting classifications used for segment reporting, which may result in the implementation of refinements or changes in future periods.

The following is additional information on the principles and methodologies used in preparing our business segment results.

- *Net interest income*: Interest income from loans held for investment and interest expense from deposits and other interest-bearing liabilities are reflected within each applicable business segment. Because funding and asset/liability management are managed centrally by our Corporate Treasury group, net interest income for our business segments also

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

includes the results of a funds transfer pricing process that is intended to allocate a cost of funds used or credit for funds provided to all business segment assets and liabilities, respectively, using a matched funding concept. The taxable-equivalent benefit of tax-exempt products is also allocated to each business unit with a corresponding increase in income tax expense.

- *Non-interest income:* Non-interest fees and other revenue associated with loans or customers managed by each business segment and other direct revenues are accounted for within each business segment.
- *Provision for credit losses:* The provision for credit losses is directly attributable to the business segment in accordance with the loans each business segment manages.
- *Non-interest expense:* Non-interest expenses directly managed and incurred by a business segment are accounted for within each business segment. We allocate certain non-interest expenses indirectly incurred by business segments, such as corporate support functions, to each business segment based on various factors, including the actual cost of the services from the service providers, the utilization of the services, the number of employees or other relevant factors.
- *Goodwill and other intangible assets:* Goodwill and other intangible assets are assigned to one or more segments at acquisition. Intangible amortization is included in the results of the applicable segment.
- *Income taxes:* Income taxes are assessed for each business segment based on a standard tax rate with the residual tax expense or benefit to arrive at the consolidated effective tax rate included in the Other category.
- *Loans held for investment:* Loans are reported within each business segment based on product or customer type served by that business segment.
- *Deposits:* Deposits are reported within each business segment based on product or customer type served by that business segment.

**Segment Results and Reconciliation**

We may periodically change our business segments or reclassify business segment results based on modifications to our management reporting methodologies or changes in organizational alignment. The following table presents our business segment results for the years ended December 31, 2023, 2022 and 2021, selected balance sheet data as of December 31, 2023 and 2022, and a reconciliation of our total business segment results to our reported consolidated income from continuing operations, loans held for investment and deposits.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Table 17.1: Segment Results and Reconciliation**

<i>(Dollars in millions)</i>	Year Ended December 31, 2023				
	Credit Card	Consumer Banking	Commercial Banking <sup>(1)</sup>	Other <sup>(1)</sup>	Consolidated Total
Net interest income (loss)	\$ 19,729	\$ 8,713	\$ 2,518	\$ (1,719)	\$ 29,241
Non-interest income	5,940	589	1,002	15	7,546
Total net revenue (loss) <sup>(2)</sup>	25,669	9,302	3,520	(1,704)	36,787
Provision for credit losses	8,651	1,169	605	1	10,426
Non-interest expense	12,490	5,178	2,011	637	20,316
Income (loss) from continuing operations before income taxes	4,528	2,955	904	(2,342)	6,045
Income tax provision (benefit)	1,071	697	213	(823)	1,158
Income (loss) from continuing operations, net of tax	\$ 3,457	\$ 2,258	\$ 691	\$ (1,519)	\$ 4,887
Loans held for investment	\$ 154,547	\$ 75,437	\$ 90,488	\$ 0	\$ 320,472
Deposits	0	296,171	32,712	19,530	348,413

<i>(Dollars in millions)</i>	Year Ended December 31, 2022				
	Credit Card	Consumer Banking	Commercial Banking <sup>(1)</sup>	Other <sup>(1)</sup>	Consolidated Total
Net interest income (loss)	\$ 16,584	\$ 8,965	\$ 2,461	\$ (896)	\$ 27,114
Non-interest income (loss)	5,771	469	1,129	(233)	7,136
Total net revenue (loss) <sup>(2)</sup>	22,355	9,434	3,590	(1,129)	34,250
Provision (benefit) for credit losses	4,265	1,173	415	(6)	5,847
Non-interest expense	11,627	5,312	2,070	154	19,163
Income (loss) from continuing operations before income taxes	6,463	2,949	1,105	(1,277)	9,240
Income tax provision (benefit)	1,536	699	262	(617)	1,880
Income (loss) from continuing operations, net of tax	\$ 4,927	\$ 2,250	\$ 843	\$ (660)	\$ 7,360
Loans held for investment	\$ 137,730	\$ 79,925	\$ 94,676	\$ 0	\$ 312,331
Deposits	0	270,592	40,808	21,592	332,992

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

<i>(Dollars in millions)</i>	Year Ended December 31, 2021				
	Credit Card	Consumer Banking	Commercial Banking <sup>(1)</sup>	Other <sup>(1)</sup>	Consolidated Total
Net interest income (loss)	\$ 14,074	\$ 8,448	\$ 2,153	\$ (504)	\$ 24,171
Non-interest income (loss)	4,806	554	1,148	(244)	6,264
Total net revenue (loss) <sup>(2)</sup>	18,880	9,002	3,301	(748)	30,435
Benefit for credit losses	(902)	(521)	(519)	(2)	(1,944)
Non-interest expense	9,621	4,711	1,815	423	16,570
Income (loss) from continuing operations before income taxes	10,161	4,812	2,005	(1,169)	15,809
Income tax provision (benefit)	2,403	1,136	473	(597)	3,415
Income (loss) from continuing operations, net of tax	\$ 7,758	\$ 3,676	\$ 1,532	\$ (572)	\$ 12,394
Loans held for investment	\$ 114,772	\$ 77,646	\$ 84,922	\$ 0	\$ 277,340
Deposits	0	256,407	44,809	9,764	310,980

<sup>(1)</sup> Some of our commercial investments generate tax-exempt income, tax credits or other tax benefits. Accordingly, we present our Commercial Banking revenue and yields on a taxable-equivalent basis, calculated using the federal statutory tax rate of 21% and state taxes where applicable, with offsetting reductions to the Other category.

<sup>(2)</sup> Total net revenue was reduced by \$1.9 billion, \$946 million and \$629 million for the years ended December 31, 2023, 2022 and 2021, respectively, for credit card finance charges and fees charged off as uncollectible.

#### Revenue from Contracts with Customers

The majority of our revenue from contracts with customers consists of interchange fees, service charges and other customer-related fees, and other contract revenue. Interchange fees are primarily from our Credit Card business and are recognized upon settlement with the interchange networks, net of rewards earned by customers. Service charges and other customer-related fees within our Consumer Banking business are primarily related to fees earned on consumer deposit accounts for account maintenance and various transaction-based services such as automated teller machine ("ATM") usage. Service charges and other customer-related fees within our Commercial Banking business are mostly related to fees earned on treasury management and capital markets services. Other contract revenue in our Credit Card business consists primarily of revenue from our partnership arrangements. Other contract revenue in our Consumer Banking business consists primarily of revenue earned on certain marketing and promotional events from our auto dealers. Revenue from contracts with customers is included in non-interest income in our consolidated statements of income.

The following table presents revenue from contracts with customers and a reconciliation to non-interest income by business segment for the years ended December 31, 2023, 2022 and 2021.

**Table 17.2: Revenue from Contracts with Customers and Reconciliation to Segment Results**

<i>(Dollars in millions)</i>	Year Ended December 31, 2023				
	Credit Card	Consumer Banking	Commercial Banking <sup>(1)</sup>	Other <sup>(1)</sup>	Consolidated Total
Contract revenue:					
Interchange fees, net <sup>(2)</sup>	\$ 4,333	\$ 367	\$ 91	\$ 2	\$ 4,793
Service charges and other customer-related fees	0	86	222	(2)	306
Other	413	102	31	0	546
Total contract revenue (loss)	4,746	555	344	0	5,645
Revenue from other sources	1,194	34	658	15	1,901
Total non-interest income	\$ 5,940	\$ 589	\$ 1,002	\$ 15	\$ 7,546

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

<i>(Dollars in millions)</i>	Year Ended December 31, 2022				
	Credit Card	Consumer Banking	Commercial Banking <sup>(1)</sup>	Other <sup>(1)</sup>	Consolidated Total
<b>Contract revenue:</b>					
Interchange fees, net <sup>(2)</sup>	\$ 4,178	\$ 320	\$ 109	\$ (1)	\$ 4,606
Service charges and other customer-related fees	0	91	236	0	327
Other	395	74	16	(1)	484
<b>Total contract revenue (loss)</b>	<b>4,573</b>	<b>485</b>	<b>361</b>	<b>(2)</b>	<b>5,417</b>
Revenue (reduction) from other sources	1,198	(16)	768	(231)	1,719
<b>Total non-interest income (loss)</b>	<b>\$ 5,771</b>	<b>\$ 469</b>	<b>\$ 1,129</b>	<b>\$ (233)</b>	<b>\$ 7,136</b>

<i>(Dollars in millions)</i>	Year Ended December 31, 2021				
	Credit Card	Consumer Banking	Commercial Banking <sup>(1)</sup>	Other <sup>(1)</sup>	Consolidated Total
<b>Contract revenue:</b>					
Interchange fees, net <sup>(2)</sup>	\$ 3,497	\$ 267	\$ 96	\$ 0	\$ 3,860
Service charges and other customer-related fees	0	171	287	(1)	457
Other	383	75	5	0	463
<b>Total contract revenue (loss)</b>	<b>3,880</b>	<b>513</b>	<b>388</b>	<b>(1)</b>	<b>4,780</b>
Revenue (reduction) from other sources	926	41	760	(243)	1,484
<b>Total non-interest income (loss)</b>	<b>\$ 4,806</b>	<b>\$ 554</b>	<b>\$ 1,148</b>	<b>\$ (244)</b>	<b>\$ 6,264</b>

<sup>(1)</sup> Some of our commercial investments generate tax-exempt income, tax credits or other tax benefits. Accordingly, we present our Commercial Banking revenue and yields on a taxable-equivalent basis, calculated using the federal statutory tax rate of 21% and state taxes where applicable, with offsetting reductions to the Other category.

<sup>(2)</sup> Interchange fees are presented net of customer reward expenses of \$8.2 billion, \$7.6 billion and \$6.4 billion for the years ended December 31, 2023, 2022 and 2021, respectively.



**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 18—COMMITMENTS, CONTINGENCIES, GUARANTEES AND OTHERS**

**Commitments to Lend**

Our unfunded lending commitments primarily consist of credit card lines, loan commitments to customers of both our Commercial Banking and Consumer Banking businesses, as well as standby and commercial letters of credit. These commitments, other than credit card lines and certain other unconditionally cancellable lines of credit, are legally binding conditional agreements that have fixed expirations or termination dates and specified interest rates and purposes. The contractual amount of these commitments represents the maximum possible credit risk to us should the counterparty draw upon the commitment. We generally manage the potential risk of unfunded lending commitments by limiting the total amount of arrangements, monitoring the size and maturity structure of these portfolios and applying the same credit standards for all of our credit activities.

For unused credit card lines, we have not experienced and do not anticipate that all of our customers will access their entire available line at any given point in time. Commitments to extend credit other than credit card lines generally require customers to maintain certain credit standards. Collateral requirements and loan-to-value (“LTV”) ratios are the same as those for funded transactions and are established based on management’s credit assessment of the customer. These commitments may expire without being drawn upon; therefore, the total commitment amount does not necessarily represent future funding requirements.

We also issue letters of credit, such as financial standby, performance standby and commercial letters of credit, to meet the financing needs of our customers. Standby letters of credit are conditional commitments issued by us to guarantee the performance of a customer to a third party in a borrowing arrangement. Commercial letters of credit are short-term commitments issued primarily to facilitate trade finance activities for customers and are generally collateralized by the goods being shipped to the customer. These collateral requirements are similar to those for funded transactions and are established based on management’s credit assessment of the customer. Management conducts regular reviews of all outstanding letters of credit and the results of these reviews are considered in assessing the adequacy of reserves for unfunded lending commitments.

The following table presents the contractual amount and carrying value of our unfunded lending commitments as of December 31, 2023 and 2022. The carrying value represents our reserve and deferred revenue on legally binding commitments.

**Table 18.1: Unfunded Lending Commitments**

<i>(Dollars in millions)</i>	Contractual Amount		Carrying Value	
	December 31, 2023	December 31, 2022	December 31, 2023	December 31, 2022
Credit card lines	\$ 392,867	\$ 359,507	N/A	N/A
Other loan commitments <sup>(1)</sup>	46,951	48,405	\$ 99	\$ 176
Standby letters of credit and commercial letters of credit <sup>(2)</sup>	1,465	1,402	23	28
Total unfunded lending commitments	<u>\$ 441,283</u>	<u>\$ 409,314</u>	<u>\$ 122</u>	<u>\$ 204</u>

<sup>(1)</sup> Includes \$4.7 billion and \$4.4 billion of advised lines of credit as of December 31, 2023 and 2022, respectively.

<sup>(2)</sup> These financial guarantees have expiration dates that range from 2024 to 2027 as of December 31, 2023.

**Loss Sharing Agreements**

Within our Commercial Banking business, we originate multifamily commercial real estate loans with the intent to sell them to the GSEs. We enter into loss sharing agreements with the GSEs upon the sale of these originated loans. Beginning January 1, 2020, we elected the fair value option on new loss sharing agreements entered into. Unrealized gains and losses are recorded in other non-interest income in our consolidated statements of income. For those loss sharing agreements entered into as of and prior to December 31, 2019, we amortize the liability recorded at inception into non-interest income as we are released from risk of having to make a payment and record our estimate of expected credit losses each period through the provision for credit losses in our consolidated statements of income. The liability recognized on our consolidated balance sheets for these loss sharing agreements was \$137 million and \$82 million as of December 31, 2023 and 2022, respectively. See “Note 4—Allowance for Credit Losses and Reserve for Unfunded Lending Commitments” for information related to our credit card partnership loss sharing arrangements.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Litigation**

In accordance with the current accounting standards for loss contingencies, we establish reserves for litigation related matters that arise from the ordinary course of our business activities when it is probable that a loss associated with a claim or proceeding has been incurred and the amount of the loss can be reasonably estimated. None of the amounts we currently have recorded individually or in the aggregate are considered to be material to our financial condition. Litigation claims and proceedings of all types are subject to many uncertain factors that generally cannot be predicted with assurance. Below we provide a description of potentially material legal proceedings and claims.

For some of the matters disclosed below, we are able to estimate reasonably possible losses above existing reserves, and for other disclosed matters, such an estimate is not possible at this time. For those matters below where an estimate is possible, management currently estimates the reasonably possible future losses beyond our reserves as of December 31, 2023 are approximately \$200 million. Our reserve and reasonably possible loss estimates involve considerable judgment and reflect that there is still significant uncertainty regarding numerous factors that may impact the ultimate loss levels. Notwithstanding, our attempt to estimate a reasonably possible range of loss beyond our current accrual levels for some litigation matters based on current information, it is possible that actual future losses will exceed both the current accrual level and the range of reasonably possible losses disclosed here. Given the inherent uncertainties involved in these matters, especially those involving governmental agencies, and the very large or indeterminate damages sought in some of these, there is significant uncertainty as to the ultimate liability we may incur from these litigation matters and an adverse outcome in one or more of these matters could be material to our results of operations or cash flows for any particular reporting period.

**Interchange Litigation**

In 2005, a putative class of retail merchants filed antitrust lawsuits against MasterCard and Visa and several issuing banks, including Capital One, seeking both injunctive relief and monetary damages for an alleged conspiracy by defendants to fix the level of interchange fees. The networks and issuing banks entered into settlement and judgment sharing agreements allocating the liabilities of any judgment or settlement arising from all interchange-related cases.

The lawsuits were consolidated before the U.S. District Court for the Eastern District of New York for certain purposes and were settled in 2012. The class settlement, however, was invalidated by the United States Court of Appeals for the Second Circuit in June 2016, and the suit was bifurcated into separate class actions seeking injunctive and monetary relief, respectively. In addition, numerous merchant groups opted out of the 2012 settlement.

The monetary relief class action settled for \$5.5 billion. The settlement received final approval from the district court in December 2019. The Second Circuit affirmed the settlement in March 2023, and it is now final. Some of the merchants that opted out of the monetary relief class have brought cases, and some of those cases have settled and some remain pending. Visa created a litigation escrow account following its initial public offering of stock in 2008 that funds the portion of these settlements attributable to Visa-allocated transactions. Any settlement amounts based on MasterCard-allocated transactions that have not already been paid are reflected in our reserves. The claims by the injunctive relief class have not been resolved.

**Cybersecurity Incident**

On July 29, 2019, we announced that on March 22 and 23, 2019 an outside individual gained unauthorized access to our systems. This individual obtained certain types of personal information relating to people who had applied for our credit card products and to our credit card customers (the "2019 Cybersecurity Incident"). As a result of the 2019 Cybersecurity Incident, we have been subject to numerous legal proceedings and other inquiries and could be the subject of additional proceedings and inquiries in the future.

*Consumer class actions.* We are named as a defendant in 5 putative consumer class action cases in Canadian courts alleging harm from the 2019 Cybersecurity Incident and seeking various remedies, including monetary and injunctive relief. The lawsuits allege breach of contract, negligence, violations of various privacy laws and a variety of other legal causes of action. In August 2021, a trial court in Ontario dismissed with prejudice one of these putative class actions, and on January 31, 2024, the Court of Appeals of Ontario affirmed the trial court's decision. The Plaintiffs have sixty days to seek leave to appeal the decision to the Supreme Court of Canada should they seek an appeal. In the second quarter of 2022, a trial court in British Columbia preliminarily certified a class of all impacted Canadian consumers except those in Quebec, which would allow the case to proceed with discovery on a classwide basis. The preliminary certification decision in British Columbia has been appealed. In the third quarter of 2023, a trial court in Quebec preliminarily authorized a class of all impacted consumers in

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Quebec. This decision also has been appealed. The final two putative class actions, both of which are pending in Alberta, are continuing in parallel, but remain at a preliminary stage.

**Governmental inquiries.** In August 2020, we entered into consent orders with the Federal Reserve and the OCC resulting from regulatory reviews of the 2019 Cybersecurity Incident and relating to ongoing enhancements of our cybersecurity and operational risk management processes. We paid an \$80 million penalty to the U.S. Treasury as part of the OCC agreement. The Federal Reserve agreement did not contain a monetary penalty. The OCC lifted its consent order on August 31, 2022 and the Federal Reserve lifted its consent order on July 5, 2023. Canada's Office of Privacy Commissioner's ("OPC") investigation into the 2019 Cybersecurity Incident is still open.

**Walmart Litigation**

On April 7, 2023, Walmart filed a lawsuit in the Southern District of New York seeking a declaratory judgment that it has the contractual right to early termination of the credit card partnership agreement under which we are the exclusive issuer of Walmart's private label and co-branded credit card program in the U.S. and share in certain related economics. On May 2, 2023, Walmart filed an amended complaint in which it also alleges breach of contract and seeks damages caused by any delay in termination. On May 4, 2023, we filed an Answer and Counterclaim to Walmart's amended complaint, denying that Walmart has any right to terminate the partnership and alleging that Walmart has breached its contractual obligations to Capital One.

**U.K. PPI Litigation**

In the U.K., we previously sold payment protection insurance ("PPI"). For several years leading up to the claims submission deadline of August 29, 2019 (as set by the U.K. Financial Conduct Authority ("FCA")), we received customer complaints and regulatory claims relating to PPI. COEP has materially resolved the PPI complaints and regulatory claims received prior to the deadline. Some of the claimants in the U.K. PPI regulatory claims process have subsequently initiated legal proceedings, seeking additional redress. We are responding to these proceedings as we receive them.

**Savings Account Litigation**

In July 2023, Capital One was sued in a putative class action in the Eastern District of Virginia by savings account holders alleging breach of contract and a variety of other causes of action relating to Capital One's introduction of a new savings account product with a higher interest rate than existing savings account products. On November 9, 2023, we filed a motion to dismiss the lawsuit. In February 2024, Capital One was sued in similar putative class actions in the Central District of California and the Southern District of Ohio alleging breach of contract and other causes of action. Capital One intends to file a motion to dismiss the lawsuits.

**Other Pending and Threatened Litigation**

In addition, we are commonly subject to various pending and threatened legal actions relating to the conduct of our normal business activities. In the opinion of management, the ultimate aggregate liability, if any, arising out of all such other pending or threatened legal actions is not expected to be material to our consolidated financial position or our results of operations.

**Other Contingencies**

**Deposit Insurance Assessments**

On November 16, 2023, the FDIC finalized a rule to implement a special assessment to recover the loss to the Deposit Insurance Fund ("DIF") arising from the protection of uninsured depositors in connection with the systemic risk determination announced on March 12, 2023, following the closures of Silicon Valley Bank and Signature Bank. The FDIC will collect the special assessment at an annual rate of approximately 13.4 basis points ("bps") over eight quarterly assessment periods, beginning with the first quarter of 2024 with the first payment due on June 28, 2024. The FDIC may shorten or extend the assessment period based on adjustments to its loss estimates for the resolutions of Silicon Valley Bank and Signature Bank. The special assessment base is equal to an insured depository institution's estimated uninsured deposits reported on its Consolidated Reports of Condition and Income as of December 31, 2022 ("2022 Call Report"), adjusted to exclude the first \$5 billion of uninsured deposits. We recognized \$289 million in operating expense in the fourth quarter of 2023 associated with the special assessment based on our 2022 Call Report, which was revised and refiled during 2023.

**CAPITAL ONE FINANCIAL CORPORATION  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

In the preamble to the final rule, the FDIC announced that it will conduct a review of the reporting methodology for estimated uninsured deposits and related items. It is reasonably possible amendments will be needed to our 2022 Call Report due to legal and regulatory developments, which could result in additional expenses associated with the special assessment that we estimate could be as much as \$150 million. The ultimate amount of expenses associated with the special assessment will also be impacted by the finalization of the losses incurred by the FDIC in the resolutions of Silicon Valley Bank and Signature Bank.

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 19—CAPITAL ONE FINANCIAL CORPORATION (PARENT COMPANY ONLY)**

**Financial Information**

The following parent company only financial statements are prepared in accordance with Regulation S-X of the U.S. Securities and Exchange Commission (“SEC”).

**Table 19.1: Parent Company Statements of Income**

<i>(Dollars in millions)</i>	Year Ended December 31,		
	2023	2022	2021
Interest income	\$ 1,715	\$ 595	\$ 151
Interest expense	2,160	969	392
Benefit for Credit Losses	(1)	(1)	(1)
Dividends from subsidiaries	3,300	4,352	13,970
Non-interest income (loss)	91	(15)	(26)
Non-interest expense	70	35	36
Income before income taxes and equity in undistributed earnings of subsidiaries	2,877	3,929	13,668
Income tax benefit	(73)	(181)	(82)
Equity in undistributed earnings of subsidiaries	1,937	3,250	(1,360)
<b>Net income</b>	<b>4,887</b>	<b>7,360</b>	<b>12,390</b>
Other comprehensive income (loss), net of tax	1,648	(10,290)	(3,120)
<b>Comprehensive income (loss)</b>	<b>\$ 6,535</b>	<b>\$ (2,930)</b>	<b>\$ 9,270</b>

**Table 19.2: Parent Company Balance Sheets**

<i>(Dollars in millions)</i>	December 31, 2023	December 31, 2022
<b>Assets:</b>		
Cash and cash equivalents	\$ 25,647	\$ 22,006
Investments in subsidiaries	54,324	50,523
Loans to subsidiaries	6,338	6,710
Securities available for sale	380	395
Other assets	2,526	2,281
<b>Total assets</b>	<b>\$ 89,215</b>	<b>\$ 81,915</b>
<b>Liabilities:</b>		
Senior and subordinated notes	\$ 30,817	\$ 28,970
Accrued expenses and other liabilities	309	363
<b>Total liabilities</b>	<b>31,126</b>	<b>29,333</b>
<b>Total stockholders' equity</b>	<b>58,089</b>	<b>52,582</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 89,215</b>	<b>\$ 81,915</b>

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Table 19.3: Parent Company Statements of Cash Flows**

<i>(Dollars in millions)</i>	Year Ended December 31,		
	2023	2022	2021
<b>Operating activities:</b>			
Net income	\$ 4,887	\$ 7,360	\$ 12,390
Adjustments to reconcile net income to net cash from operating activities:			
Equity in undistributed earnings of subsidiaries	(1,936)	(3,250)	1,360
Other operating activities	623	(2,429)	(4,523)
<b>Net cash from operating activities</b>	<b>3,574</b>	<b>1,681</b>	<b>9,227</b>
<b>Investing activities:</b>			
Changes in investments in subsidiaries	0	0	3,521
Proceeds from paydowns and maturities of securities available for sale	103	96	141
Purchases of securities available for sale	(69)	(10)	—
Changes in loans to subsidiaries	371	1,139	(1,925)
<b>Net cash from investing activities</b>	<b>405</b>	<b>1,225</b>	<b>1,737</b>
<b>Financing activities:</b>			
Borrowings:			
Issuance of senior and subordinated notes	8,219	9,271	4,487
Maturities and paydowns of senior and subordinated notes	(6,989)	(1,250)	(2,750)
Common stock:			
Net proceeds from issuances	299	276	253
Dividends paid	(931)	(950)	(1,148)
Preferred stock:			
Net proceeds from issuances	0	0	2,052
Dividends paid	(228)	(228)	(274)
Redemptions	0	0	(2,100)
Purchases of treasury stock	(718)	(4,948)	(7,605)
Proceeds from share-based payment activities	10	19	55
<b>Net cash from financing activities</b>	<b>(338)</b>	<b>2,190</b>	<b>(7,030)</b>
Changes in cash and cash equivalents	3,641	5,096	3,934
Cash and cash equivalents, beginning of the period	22,006	16,910	12,976
Cash and cash equivalents, end of the period	<b>\$ 25,647</b>	<b>\$ 22,006</b>	<b>\$ 16,910</b>

**CAPITAL ONE FINANCIAL CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

---

**NOTE 20—RELATED PARTY TRANSACTIONS**

---

In the ordinary course of business, we may have loans issued to our executive officers, directors and principal stockholders. Pursuant to our policy, such loans are issued on the same terms as those prevailing at the time for comparable loans to unrelated persons and do not involve more than the normal risk of collectability.

---

**NOTE 21—SUBSEQUENT EVENTS**

---

On February 19, 2024, the Company entered into an agreement and plan of merger (the “Merger Agreement”), by and among Capital One, Discover Financial Services, a Delaware corporation (“Discover”) and Vega Merger Sub, Inc., a Delaware corporation and a direct, wholly owned subsidiary of the Company (“Merger Sub”), pursuant to which (a) Merger Sub will merge with and into Discover, with Discover as the surviving entity in the merger (the “Merger”); (b) immediately following the Merger, Discover, as the surviving entity, will merge with and into Capital One, with Capital One as the surviving entity in the second-step merger (the “Second Step Merger”); and (c) immediately following the Second Step Merger, Discover Bank, a Delaware-chartered and wholly owned subsidiary of Discover, will merge with and into CONA, with CONA as the surviving entity in the merger (the “CONA Bank Merger,” and collectively with the Merger and the Second Step Merger, the “Transaction”). The Merger Agreement was unanimously approved by the Boards of Directors of each of Capital One and Discover.

At the effective time of the Merger, each share of common stock of Discover outstanding immediately prior to the effective time of the Merger, other than certain shares held by Discover or Capital One, will be converted into the right to receive 1.0192 shares of common stock of Capital One. Holders of Discover common stock will receive cash in lieu of fractional shares. At the effective time of the Second Step Merger, each share of Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series C, of Discover, and each share of 6.125% Fixed-Rate Reset Non-Cumulative Perpetual Preferred Stock, Series D, of Discover, in each case outstanding immediately prior to the effective time of the Second Step Merger, will be converted into the right to receive a share of newly created series of preferred stock of Capital One having terms that are not materially less favorable than the applicable series of Discover preferred stock. The closing of the Transaction is subject to the satisfaction of customary closing conditions, including receipt of required regulatory approvals and approval by the stockholders of each of Capital One and Discover.

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None.

**Item 9A. Controls and Procedures**

**Overview**

We are required under applicable laws and regulations to maintain controls and procedures, which include disclosure controls and procedures as well as internal control over financial reporting, as further described below.

**(a) Disclosure Controls and Procedures**

Disclosure controls and procedures refer to controls and other procedures designed to provide reasonable assurance that information required to be disclosed in our financial reports is recorded, processed, summarized and reported within the time periods specified by SEC rules and forms and that such information is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding our required disclosure. In designing and evaluating our disclosure controls and procedures, we recognize that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and we must apply judgment in evaluating and implementing possible controls and procedures.

**Evaluation of Disclosure Controls and Procedures**

As required by Rule 13a-15 of the Securities Exchange Act of 1934 (“Exchange Act”), our management, including the Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of our disclosure controls and procedures (as that term is defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) as of December 31, 2023, the end of the period covered by this Annual Report on Form 10-K. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2023, at a reasonable level of assurance, in recording, processing, summarizing and reporting information required to be disclosed within the time periods specified by the SEC rules and forms.

**(b) Changes in Internal Control Over Financial Reporting**

We regularly review our disclosure controls and procedures and make changes intended to ensure the quality of our financial reporting. There have been no changes in internal control over financial reporting that occurred in the fourth quarter of 2023 that materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

**(c) Management’s Report on Internal Control Over Financial Reporting**

Management’s Report on Internal Control Over Financial Reporting is included in “Item 8. Financial Statements and Supplementary Data” and is incorporated herein by reference. The Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting also is included in “Part II—Item 8. Financial Statements and Supplementary Data” and incorporated herein by reference.

**Item 9B. Other Information**

**Rule 10b5-1 and Non-Rule 10b5-1 Trading Arrangements**

During the three months ended December 31, 2023, no director or officer of the Company adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408(a) of Regulation S-K.

**Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

Not applicable.



**PART III**

**Item 10. Directors, Executive Officers and Corporate Governance**

The information required by Item 10 will be included in our Proxy Statement for the 2024 Annual Stockholder Meeting (“Proxy Statement”) under the headings “Election of Directors,” “Executive Officers,” “Process for Stockholder Recommendations of Director Candidates; Directors Nominations from stockholders,” and “Board Committees,” and is incorporated herein by reference. The Proxy Statement will be filed with the Securities and Exchange Commission pursuant to Regulation 14A within 120 days of the end of our 2023 fiscal year. In addition, please see “Part I—Item 1. Business—Overview.”

**Item 11. Executive Compensation**

The information required by Item 11 will be included in the Proxy Statement under the headings “Director Compensation,” “Compensation Discussion and Analysis,” “NEO Compensation” and “Compensation Committee Report,” and is incorporated herein by reference.

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The information required by Item 12 will be included in the Proxy Statement under the headings “Security Ownership” and “Equity Compensation Plans,” and is incorporated herein by reference.

**Item 13. Certain Relationships and Related Transactions, and Director Independence**

The information required by Item 13 will be included in the Proxy Statement under the headings “Related Person Transactions” and “Director Independence,” and is incorporated herein by reference.

**Item 14. Principal Accountant Fees and Services**

The information required by Item 14 will be included in the Proxy Statement under the heading “Ratification of Selection of Our Independent Registered Public Accounting Firm,” and is incorporated herein by reference.

**PART IV**

**Item 15. Exhibits and Financial Statement Schedules**

**(a) Financial Statement Schedules**

The following documents are filed as part of this Annual Report in Part II, Item 8 and are incorporated herein by reference.

(1) Management's Report on Internal Control Over Financial Reporting

Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting

Report of Independent Registered Public Accounting Firm on the Consolidated Financial Statements

Consolidated Financial Statements:

Consolidated Statements of Income for the years ended December 31, 2023, 2022 and 2021

Consolidated Statements of Comprehensive Income for the years ended December 31, 2023, 2022 and 2021

Consolidated Balance Sheets as of December 31, 2023 and 2022

Consolidated Statements of Changes in Stockholders' Equity for the years ended December 31, 2023, 2022 and 2021

Consolidated Statements of Cash Flows for the years ended December 31, 2023, 2022 and 2021

Notes to Consolidated Financial Statements

(2) Schedules

None.

**(b) Exhibits**

An index to exhibits has been filed as part of this Report and is incorporated herein by reference.

**Item 16. Form 10-K Summary**

Not applicable.

**ANNUAL REPORT ON FORM 10-K**  
**DATED DECEMBER 31, 2023**  
**Commission File No. 001-13300**

The following exhibits are incorporated by reference or filed herewith. References to (i) the “2002 Form 10-K” are to the Company’s Annual Report on Form 10-K for the year ended December 31, 2002, filed on March 17, 2003; (ii) the “2003 Form 10-K” are to the Company’s Annual Report on Form 10-K for the year ended December 31, 2003, filed on March 5, 2004; (iii) the “2011 Form 10-K” are to the Company’s Annual Report on Form 10-K for the year ended December 31, 2011, filed on February 28, 2012; (iv) the “2012 Form 10-K” are to the Company’s Annual Report on Form 10-K for the year ended December 31, 2012, filed on February 28, 2013; (v) the “2013 Form 10-K” are to the Company’s Annual Report on Form 10-K for the year ended December 31, 2013, filed on February 27, 2014; (vi) the “2014 Form 10-K” are to the Company’s Annual Report on Form 10-K for the year ended December 31, 2014, filed on February 24, 2015; (vii) the “2015 Form 10-K” are to the Company’s Annual Report on Form 10-K for the year ended December 31, 2015, filed on February 25, 2016; (viii) the “2016 Form 10-K” are to the Company’s Annual Report on Form 10-K for the year ended December 31, 2016, filed on February 23, 2017; (ix) the “2018 Form 10-K” are to the Company’s Annual Report on Form 10-K for the year ended December 31, 2018, filed on February 20, 2019; (x) the “2019 Form 10-K” are to the Company’s Annual Report on Form 10-K for the year ended December 31, 2019, filed on February 20, 2020; (xi) the “2020 Form 10-K” are to the Company’s Annual Report on Form 10-K for the year ended December 31, 2020, filed on February 25, 2021; and (xii) the “2021 Form 10-K” are to the Company’s Annual Report on Form 10-K for the year ended December 31, 2021, filed on February 25, 2022; and (xiii) the “2022 Form 10-K” are to the Company’s Annual Report on Form 10-K for the year ended December 31, 2022, filed on February 24, 2023.

Exhibit No.	Description
2.1	<a href="#">Agreement and Plan of Merger, dated as of February 19, 2024, by and among Discover Financial Services, Capital One Financial Corporation and Vega Merger Sub, Inc. (incorporated by reference to Exhibit 2.1 of the Current Report on Form 8-K, filed on February 22, 2024).</a>
3.1	<a href="#">Restated Certificate of Incorporation of Capital One Financial Corporation (as restated July 26, 2023) (incorporated by reference to Exhibit 3.1 of the Quarterly Report on Form 10-Q, filed on July 27, 2023).</a>
3.2	<a href="#">Amended and Restated Bylaws of Capital One Financial Corporation, dated September 23, 2021 (incorporated by reference to Exhibit 3.1 of the Current Report on Form 8-K, filed on September 29, 2021).</a>
3.3.1	<a href="#">Certificate of Designations of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series J, dated September 10, 2019 (incorporated by reference to Exhibit 3.1 of the Current Report on Form 8-K, filed on September 11, 2019).</a>
3.3.2	<a href="#">Certificate of Designations of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series J, dated January 30, 2020 (incorporated by reference to Exhibit 3.1 of the Current Report on Form 8-K, filed on January 31, 2020).</a>
3.3.3	<a href="#">Certificate of Designations of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series K, dated September 16, 2020 (incorporated by reference to Exhibit 3.1 of the Current Report on Form 8-K, filed on September 17, 2020).</a>
3.3.4	<a href="#">Certificate of Designations of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series L, dated May 3, 2021 (incorporated by reference to Exhibit 3.1 of the Current Report on Form 8-K, filed on May 4, 2021).</a>
3.3.5	<a href="#">Certificate of Designations of Fixed Rate Reset Non-Cumulative Perpetual Preferred Stock, Series M, dated June 9, 2021 (incorporated by reference to Exhibit 3.1 of the Current Report on Form 8-K, filed on June 10, 2021).</a>
3.3.6	<a href="#">Certificate of Designations of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series N, dated July 28, 2021 (incorporated by reference to Exhibit 3.1 of the Current Report on Form 8-K, filed on July 29, 2021).</a>
4.1.1	<a href="#">Specimen certificate representing the common stock of Capital One Financial Corporation (incorporated by reference to Exhibit 4.1 of the 2003 Form 10-K).</a>
4.1.2	<a href="#">Warrant Agreement, dated December 3, 2009, between Capital One Financial Corporation and Computershare Trust Company, N.A. (incorporated by reference to the Exhibit 4.1 of the Form 8-A, filed on December 4, 2009).</a>
4.1.3	<a href="#">Deposit Agreement, dated September 11, 2019, by and among Capital One Financial Corporation, Computershare Trust Company, N.A., Computershare Inc. and the holders from time to time (incorporated by reference to Exhibit 4.1 of the Current Report on Form 8-K, filed on September 11, 2019).</a>
4.1.4	<a href="#">Deposit Agreement, dated January 31, 2020, by and among Capital One Financial Corporation, Computershare Trust Company, N.A., Computershare Inc. and the holders from time to time (incorporated by reference to Exhibit 4.1 of the Current Report on Form 8-K, filed on January 31, 2020).</a>
4.1.5	<a href="#">Deposit Agreement, dated September 17, 2020, by and among Capital One Financial Corporation, Computershare Trust Company, N.A., Computershare Inc. and the holders from time to time (incorporated by reference to Exhibit 4.1 of the Current Report on Form 8-K, filed on September 17, 2020).</a>
4.1.6	<a href="#">Deposit Agreement, dated May 4, 2021, by and among Capital One Financial Corporation, Computershare Trust Company, N.A., Computershare Inc. and the holders from time to time (incorporated by reference to Exhibit 4.1 of the Current Report on Form 8-K, filed on May 4, 2021).</a>

4.1.7	<a href="#">Deposit Agreement, dated July 29, 2021, by and among Capital One Financial Corporation, Computershare Trust Company, N.A., Computershare Inc. and the holders from time to time (incorporated by reference to Exhibit 4.1 of the Current Report on Form 8-K, filed on July 29, 2021).</a>
4.2	Pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K, copies of instruments defining the rights of holders of long-term debt are not filed. The Company agrees to furnish a copy thereof to the SEC upon request.
4.3*	<a href="#">Description of Securities Registered Under Section 12 of the Exchange Act.</a>
10.1+	<a href="#">Seventh Amended and Restated 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 of the Current Report on Form 8-K, filed on May 9, 2023).</a>
10.2.1+	<a href="#">Nonstatutory Stock Option Award Agreement, dated January 29, 2015, by and between Capital One Financial Corporation and Richard D. Fairbank under the Amended and Restated 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.2.14 of the 2014 Form 10-K).</a>
10.2.2+	<a href="#">Nonstatutory Stock Option Award Agreement, dated February 4, 2016, by and between Capital One Financial Corporation and Richard D. Fairbank under the Amended and Restated 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.2.17 of the 2015 Form 10-K).</a>
10.2.3+	<a href="#">Form of Nonstatutory Stock Option Award Agreement granted to our executive officers under the Amended and Restated 2004 Stock Incentive Plan on February 4, 2016 (incorporated by reference to Exhibit 10.2.17 of the 2015 Form 10-K).</a>
10.2.4+	<a href="#">Nonstatutory Stock Option Award Agreement, dated February 2, 2017, by and between Capital One Financial Corporation and Richard D. Fairbank under the Amended and Restated 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.2.19 of the 2016 Form 10-K).</a>
10.2.5+	<a href="#">Form of Nonstatutory Stock Option Award Agreement granted to our executive officers under the Third Amended and Restated 2004 Stock Incentive Plan on February 2, 2017 (incorporated by reference to Exhibit 10.2.19 of the 2016 Form 10-K).</a>
10.2.6*+	<a href="#">Amended and Restated Performance Unit Award Agreement, dated November 2, 2023, granted to our Chief Executive Officer under the Amended and Restated 2004 Stock Incentive Plan on February 4, 2021.</a>
10.2.7*+	<a href="#">Amended and Restated Form of Performance Unit Award Agreements, dated November 2, 2023, granted to our executive officers under the Amended and Restated 2004 Stock Incentive Plan on February 4, 2021.</a>
10.2.8+	<a href="#">Form Restricted Stock Unit Award Agreement, dated February 4, 2021, by and between Capital One Financial Corporation and Richard D. Fairbank under the Amended and Restated 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.2.26 of the 2020 Form 10-K).</a>
10.2.9+	<a href="#">Form of Restricted Stock Unit Award Agreements granted to our executive officers under the Amended and Restated 2004 Stock Incentive Plan on February 4, 2021 (incorporated by reference to Exhibit 10.2.26 of the 2020 Form 10-K).</a>
10.2.10*+	<a href="#">Amended and Restated Total Shareholder Return Performance Unit Award Agreement, dated November 2, 2023, granted to our Chief Executive Officer under the Amended and Restated 2004 Stock Incentive Plan on February 4, 2021.</a>
10.2.11*+	<a href="#">Amended and Restated Performance Unit Award Agreement, dated November 2, 2023, granted to our Chief Executive Officer under the Amended and Restated 2004 Stock Incentive Plan on February 3, 2022.</a>
10.2.12*+	<a href="#">Amended and Restated Form of Performance Unit Award Agreements, dated November 2, 2023, granted to our executive officers under the Amended and Restated 2004 Stock Incentive Plan on February 3, 2022.</a>
10.2.13+	<a href="#">Form of Restricted Stock Unit Award Agreement, dated February 3, 2022, by and between Capital One Financial Corporation and Richard D. Fairbank under the Amended and Restated 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.2.14 of the 2021 Form 10-K).</a>
10.2.14+	<a href="#">Form of Restricted Stock Unit Award Agreements granted to our executive officers under the Amended and Restated 2004 Stock Incentive Plan on February 3, 2022 (incorporated by reference to Exhibit 10.2.14 of the 2021 Form 10-K).</a>
10.2.15*+	<a href="#">Amended and Restated Total Shareholder Return Performance Unit Award Agreement, dated November 2, 2023, granted to our Chief Executive Officer under the Amended and Restated 2004 Stock Incentive Plan on February 3, 2022.</a>
10.2.16+	<a href="#">Form of Restricted Stock Unit Award Agreement, dated January 26, 2023, by and between Capital One Financial Corporation and Richard D. Fairbank under the Amended and Restated 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.2.21 of the 2022 Form 10-K).</a>
10.2.17*+	<a href="#">Amended and Restated Performance Unit Award Agreement, dated November 2, 2023, granted to our Chief Executive Officer under the Amended and Restated 2004 Stock Incentive Plan on January 26, 2023.</a>
10.2.18*+	<a href="#">Amended and Restated Total Shareholder Return Performance Unit Award Agreement, dated November 2, 2023, granted to our Chief Executive Officer under the Amended and Restated 2004 Stock Incentive Plan on January 26, 2023.</a>
10.2.19+	<a href="#">Form of Restricted Stock Unit Award Agreements granted to our executive officers under the Amended and Restated 2004 Stock Incentive Plan on January 26, 2023 (incorporated by reference to Exhibit 10.2.24 of the 2022 Form 10-K).</a>
10.2.20*+	<a href="#">Amended and Restated Form of Performance Unit Award Agreements, dated November 2, 2023, granted to our executive officers under the Amended and Restated 2004 Stock Incentive Plan on January 26, 2023.</a>
10.2.21+	<a href="#">Restricted Stock Unit Award Agreement, dated January 31, 2022, by and between Capital One Financial Corporation and Neal Blinde under the Amended and Restated 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.2.26 of the 2022 Form 10-K).</a>

10.2.22+	<a href="#">Restricted Stock Unit Award Agreement, dated January 31, 2022, by and between Capital One Financial Corporation and Neal Blinde under the Amended and Restated 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.2.27 of the 2022 Form 10-K).</a>
10.2.23+	<a href="#">Restricted Stock Unit Award Agreement, dated January 31, 2022, by and between Capital One Financial Corporation and Neal Blinde under the Amended and Restated 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.2.28 of the 2022 Form 10-K).</a>
10.2.24*+	<a href="#">Total Shareholder Return Performance Unit Award Agreement granted to our Chief Executive Officer under the Amended and Restated 2004 Stock Incentive Plan on February 1, 2024.</a>
10.2.25*+	<a href="#">Performance Unit Award Agreement granted to our Chief Executive Officer under the Amended and Restated 2004 Stock Incentive Plan on February 1, 2024.</a>
10.2.26*+	<a href="#">Form of Restricted Stock Unit Award Agreement, dated February 1, 2024, by and between Capital One Financial Corporation and Richard D. Fairbank under the Amended and Restated 2004 Stock Incentive Plan.</a>
10.2.27*+	<a href="#">Form of Restricted Stock Unit Award Agreements granted to our executive officers under the Amended and Restated 2004 Stock Incentive Plan on February 1, 2024.</a>
10.2.28*+	<a href="#">Form of Performance Unit Award Agreements granted to our executive officers under the Amended and Restated 2004 Stock Incentive Plan on February 1, 2024.</a>
10.3.1+	<a href="#">Capital One Financial Corporation 1999 Non-Employee Directors Stock Incentive Plan, as amended (incorporated by reference to Exhibit 10.4 of the 2002 Form 10-K).</a>
10.3.2+	<a href="#">Form of 1999 Non-Employee Directors Stock Incentive Plan Deferred Share Units Award Agreement between Capital One Financial Corporation and certain of its Directors (incorporated by reference to Exhibit 10.3 of the Quarterly Report on Form 10-Q for the period ended September 30, 2004).</a>
10.3.3+	<a href="#">Form of Restricted Stock Unit Award Agreement granted to our directors under the Second Amended and Restated 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.3.4 of the 2011 Form 10-K).</a>
10.3.4+	<a href="#">Form of Restricted Stock Unit Award Agreement granted to our directors under the Fourth Amended and Restated 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 of the Quarterly Report on Form 10-Q for the period ended June 30, 2018).</a>
10.3.5+	<a href="#">Form of Restricted Stock Unit Award Agreement granted to our directors under the Fifth Amended and Restated 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.2 of the Quarterly Report on Form 10-Q for the period ended June 30, 2019).</a>
10.3.6+	<a href="#">Form of Restricted Stock Unit Award Agreement granted to our directors under the Sixth Amended and Restated 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 of the Quarterly Report on Form 10-Q for the period ended June 30, 2022).</a>
10.4.1+	<a href="#">Amended and Restated Capital One Financial Corporation Executive Severance Plan (incorporated by reference to Exhibit 10.4.2 of the 2022 Form 10-K).</a>
10.4.2+	<a href="#">Amendment Number One to the Amended and Restated Capital One Financial Corporation Executive Severance Plan (incorporated by reference to Exhibit 10.4.3 of the 2022 Form 10-K).</a>
10.5*+	<a href="#">Amended and Restated Capital One Financial Corporation Non-Employee Directors Deferred Compensation Plan.</a>
10.6.1+	<a href="#">Amended and Restated Capital One Financial Corporation Voluntary Non-Qualified Deferred Compensation Plan (incorporated by reference to Exhibit 10.6 of the 2011 Form 10-K).</a>
10.6.2+	<a href="#">First Amendment to the Amended and Restated Capital One Financial Corporation Voluntary Non-Qualified Deferred Compensation Plan (incorporated by reference to Exhibit 10.6.2 of the 2012 Form 10-K).</a>
10.7.1+	<a href="#">Form of 2011 Change of Control Employment Agreement between Capital One Financial Corporation and certain executive officers (incorporated by reference to Exhibit 10.8.3 of the 2012 Form 10-K).</a>
10.7.2+	<a href="#">Change of Control Employment Agreement, dated December 10, 2013, between Capital One Financial Corporation and Richard D. Fairbank (incorporated by reference to Exhibit 10.7.3 of the 2013 Form 10-K).</a>
10.8.1+	<a href="#">Form of Non-Competition Agreement between Capital One Financial Corporation and Andrew M. Young, Robert Alexander, and Sanjiv Yajnik (incorporated by reference to Exhibit 10.9 of the 2012 Form 10-K).</a>
10.9+	<a href="#">Notice &amp; Garden Leave Agreement, dated December 13, 2021, between Capital One Financial Corporation and Neal Blinde (incorporated by reference to Exhibit 10.9 of the 2022 Form 10-K).</a>
21*	<a href="#">Subsidiaries of the Company.</a>
23*	<a href="#">Consent of Ernst &amp; Young LLP.</a>
31.1*	<a href="#">Certification of Richard D. Fairbank.</a>
31.2*	<a href="#">Certification of Andrew M. Young.</a>
32.1**	<a href="#">Certification of Richard D. Fairbank.</a>
32.2**	<a href="#">Certification of Andrew M. Young.</a>
97*	<a href="#">Capital One Financial Corporation Compensation Recoupment Policy.</a>
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL Document.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.

101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	The cover page of Capital One Financial Corporation's Annual Report on Form 10-K for the year ended December 31, 2023 formatted in Inline XBRL (included within the Exhibit 101 attachments).

---

+ Represents a management contract or compensatory plan or arrangement.

\* Indicates a document being filed with this Form 10-K.

\*\* Indicates a document being furnished with this Form 10-K. Information in this Form 10-K furnished herewith shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section. Such exhibit shall not be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934.

**SIGNATURES**

Pursuant to the requirements of Section 13 of 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**CAPITAL ONE FINANCIAL CORPORATION**

Date: February 22, 2024

By: /s/ RICHARD D. FAIRBANK  
Richard D. Fairbank  
Chair and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ RICHARD D. FAIRBANK</u> Richard D. Fairbank	Chair and Chief Executive Officer (Principal Executive Officer)	February 22, 2024
<u>/s/ ANDREW M. YOUNG</u> Andrew M. Young	Chief Financial Officer (Principal Financial Officer)	February 22, 2024
<u>/s/ TIMOTHY P. GOLDEN</u> Timothy P. Golden	Controller (Principal Accounting Officer)	February 22, 2024
<u>/s/ IME ARCHIBONG</u> Ime Archibong	Director	February 22, 2024
<u>/s/ CHRISTINE DETRICK</u> Christine Detrick	Director	February 22, 2024
<u>/s/ ANN FRITZ HACKETT</u> Ann Fritz Hackett	Director	February 22, 2024
<u>/s/ PETER THOMAS KILLALEA</u> Peter Thomas Killalea	Director	February 22, 2024
<u>/s/ C.P.A.J. (ELI) LEENAARS</u> C.P.A.J. (Eli) Leenaars	Director	February 22, 2024
<u>/s/ FRANÇOIS LOCOH-DONOU</u> François Locoh-Donou	Director	February 22, 2024
<u>/s/ PETER E. RASKIND</u> Peter E. Raskind	Director	February 22, 2024
<u>/s/ EILEEN SERRA</u> Eileen Serra	Director	February 22, 2024
<u>/s/ MAYO A. SHATTUCK III</u> Mayo A. Shattuck III	Director	February 22, 2024
<u>/s/ BRADFORD H. WARNER</u> Bradford H. Warner	Director	February 22, 2024
<u>/s/ CRAIG WILLIAMS</u> Craig Williams	Director	February 22, 2024



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

As of December 31, 2023, Capital One Financial Corporation ("Capital One," the "Company," "we," "us," and "our") had eight classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): our common stock; our Depositary Shares, Each Representing a 1/40th Interest in a Share of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series I; our Depositary Shares, Each Representing a 1/40th Interest in a Share of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series J; our Depositary Shares, Each Representing a 1/40th Interest in a Share of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series K; our Depositary Shares, Each Representing a 1/40th Interest in a Share of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series L; our Depositary Shares, Each Representing a 1/40th Interest in a Share of Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series N; our 0.800% Senior Notes due 2024; and our 1.650% Senior Notes due 2029. References in this exhibit to "Capital One," the "Company," "we," "us," and "our" are solely to Capital One Financial Corporation and not to any of its subsidiaries, unless the context requires otherwise.

**DESCRIPTION OF COMMON STOCK**

The following description of our common stock is a summary and does not purport to be complete. It is subject to and qualified in its entirety by reference to our Restated Certificate of Incorporation, dated July 26, 2023 (the "Restated Certificate of Incorporation"), and Amended and Restated Bylaws, dated September 23, 2021 (our "Amended and Restated Bylaws"), each of which has been incorporated by reference as an exhibit to the Annual Report on Form 10-K for which this Exhibit 4.3 is a part. We encourage you to read our Restated Certificate of Incorporation and Amended and Restated Bylaws for additional information.

The Company is authorized to issue 1,000,000,000 shares of common stock, par value \$.01 per share (the "common stock"). The common stock is listed on the New York Stock Exchange under the symbol "COF." All outstanding shares of common stock are and will be fully paid and nonassessable.

**Voting and Other Rights**

Each share of common stock is entitled to one vote on all matters submitted to a vote of stockholders. Except as otherwise provided by law, the Restated Certificate of Incorporation or the Amended and Restated Bylaws, a majority of the votes cast is required for all actions to be taken by stockholders. Directors in uncontested elections shall be elected by a majority of votes cast; however, in contested elections, a plurality standard shall apply. Stockholders do not have cumulative voting rights in the election of directors, which means that the holders of a majority of the votes cast in an election of directors can elect all of the directors. Shares of common stock also do not have any preemptive, subscription, redemption, sinking fund or conversion rights.

The foregoing rights may be subject to voting and other rights that we may grant from time to time to the holders of other classes of our securities.

**Distribution**

To the extent outstanding preferred stock provides for a dividend preference, any dividends payable on our common stock are subject to such preference. Dividends must be declared by our board of directors (the "Board") out of legally available funds. If we liquidate, dissolve or wind up our affairs, common stockholders are entitled to share proportionately in the assets available for distribution to common stockholders.

**Anti-Takeover Provisions of the Restated Certificate of Incorporation and Amended and Restated Bylaws**

Certain provisions in our Restated Certificate of Incorporation and Amended and Restated Bylaws could make more difficult or discourage a tender offer, proxy contest or other takeover attempt that is opposed by the Board but which might be favored by the stockholders. Certain provisions are summarized below.

*Board of Directors.* Our Restated Certificate of Incorporation and Amended and Restated Bylaws provide that, other than directors elected by any series of preferred stock, directors will be elected annually to one-year terms in office.

*Number of Directors; Removal; Filling Vacancies.* Our Amended and Restated Bylaws provide that our Board must consist of between three and seventeen directors, and vacancies will be filled only by the affirmative vote of a majority of the remaining directors, even if less than a quorum remains in office, unless the Board determines otherwise. Therefore, unless the Amended and Restated Bylaws are further amended (or the Board determines otherwise), the Board could prevent any stockholder from enlarging the Board and filling the new directorships with the stockholder's own nominees.

Under Delaware law and our Restated Certificate of Incorporation, directors may be removed for or without cause. Our Restated Certificate of Incorporation also provides that directors may only be removed, whether for or without cause, upon the affirmative vote of holders of at least a majority of the voting power of the then-outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class.

*Blank Check Preferred.* Our Board is authorized, without stockholder approval, to create and provide for the issuance of up to an aggregate of 50,000,000 shares of preferred stock in series, to establish from time to time the number of shares to be included in each such series, and to fix the designations, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions on the shares of each such series.

The authority to designate preferred stock may be used to issue a series of preferred stock, or rights to acquire preferred stock, that could dilute the interest of, or impair the voting power of, holders of the common stock, or be used as a method of determining, delaying or preventing a change of control.

*Stockholder Action by Written Consent; Special Meetings.* Stockholder action can be taken only at an annual or special meeting of stockholders or by written consent in accordance with the applicable provisions set forth in our Restated Certificate of Incorporation and Amended and Restated Bylaws. Under circumstances described in our Restated Certificate of Incorporation and Amended and Restated Bylaws, special meetings of stockholders can be called by the Chair of the Board or by the Board pursuant to a resolution adopted by a majority of the authorized number of directors. Under our Restated Certificate of Incorporation, stockholders have the right to request that the Company call a special meeting of stockholders or to request that stockholder action be taken by written consent in lieu of a meeting, provided in each case that the requesting stockholders own 25% or more of the then-outstanding shares of stock entitled to vote on the matters proposed to be brought before the special meeting or the actions proposed to be taken by written consent, as applicable, and satisfy certain requirements set forth in our Restated Certificate of Incorporation and Amended and Restated Bylaws. These requirements include a "net long" definition of stock ownership for purposes of determining whether stockholders requesting a special meeting or action by written consent satisfy the 25% ownership threshold, so that only stockholders with full and continuing economic interest and voting rights in our stock can request a special meeting or action by written consent. In addition, our Amended and Restated Bylaws set forth certain procedural requirements that the Board believes are appropriate to avoid duplicative or unnecessary special meetings or actions by written consent. Moreover, any special meeting of stockholders is limited to the business in the notice of the special meeting sent to the stockholders before the meeting, including any business stated in a valid special meeting request (in the case of a stockholder-requested special meeting).

The ability to take stockholder action by written consent or to request special meetings may be precluded if stockholders fail to satisfy the requirements in our Restated Certificate of Incorporation and Amended and Restated Bylaws. You should refer to these documents for more information about the requirements.

*Advance Notice Provisions for Stockholder Nominations and Stockholder Proposals.* Only people who are nominated by, or at the direction of, the Board, or by a stockholder who has given proper written notice prior to a meeting at which directors are to be elected, will be eligible for election as directors. Business conducted at an annual meeting is limited to the business brought

before the meeting by, or at the direction of, the Chair of the Board, the Board or a stockholder who has given proper notice. A stockholder's notice to us proposing to nominate a person for election as a director must contain certain information described in the Amended and Restated Bylaws and be submitted in compliance with the time frames specified in the Amended and Restated Bylaws.

You should refer to our Amended and Restated Bylaws for more information, including the process and timing requirements for a stockholder notice.

Some of the effects of the provisions described above and in the Amended and Restated Bylaws include:

- the Board will have a longer period to consider the qualifications of the proposed nominees or the substance of other business proposed to be brought before an annual meeting and, if deemed necessary or desirable, to inform stockholders about the Board's views on these matters;
- there will be an orderly procedure for conducting annual meetings of stockholders and informing stockholders, prior to the meetings, of any nominations or other business proposed to be conducted at the meetings, including any Board recommendations; and
- contests for the election of directors or the consideration of stockholder proposals will be precluded if the procedures are not followed. Third parties may therefore be discouraged from conducting a solicitation of proxies to elect their own slate of directors or to approve their own proposal.

*Business Combinations.* Under our Restated Certificate of Incorporation, certain mergers, share exchanges or sales of our assets with or to interested stockholders, as defined below, must be approved by the affirmative vote of the holders of at least a majority of the then-outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class, including a majority of such stock not owned directly or indirectly by any interested stockholder or any affiliate of any interested stockholder. Our Restated Certificate of Incorporation requires this affirmative vote even if no vote is required, or a lesser percentage is specified, by law or any national securities exchange or otherwise. This majority affirmative vote is not required in two situations (and a business combination shall require only the vote required by law or any other applicable provision of our Restated Certificate of Incorporation). First, it is not required if the business combination has been approved by a majority of uninterested, continuing directors. Second, it is not required if certain price and procedure requirements designed to ensure that our stockholders receive a "fair price" for their common stock are satisfied. Our Restated Certificate of Incorporation defines an interested stockholder as any person, other than us or any of our subsidiaries, who or which:

- itself or along with its affiliates beneficially owns, directly or indirectly, more than 5% of the then-outstanding shares of stock entitled to vote generally in the election of directors;
- is an affiliate of the Company and at any time within the two-year period immediately prior to the date in question itself or along with its affiliates beneficially owned, directly or indirectly, 5% or more of the then-outstanding shares of stock entitled to vote generally in the election of directors; or
- owns any shares of the then-outstanding shares of stock entitled to vote generally in the election of directors which were at any time within the two-year period immediately prior to the date in question beneficially owned by any interested stockholder, if the transfer of ownership occurred in the course of a non-public transaction or series of non-public transactions.

*Liability of Directors; Indemnification.* A director generally will not be personally liable for monetary damages to us or our stockholders for breach of fiduciary duty as a director. A director may be held liable, however, for the following:

- any breach of the director's duty of loyalty to us or our stockholders;
- acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- paying a dividend or approving a stock repurchase in violation of Delaware law; or
- any transaction from which the director derived an improper personal benefit.

The Company indemnifies and advances expenses to our officers and directors in connection with legal proceedings to the fullest extent of the law. The Company may agree with any person to provide an indemnification greater than or different from the indemnification provided by the Restated Certificate of Incorporation or the Amended and Restated Bylaws.

*Amendments.* The Restated Certificate of Incorporation may be amended with a majority vote of the stockholders. The Restated Certificate of Incorporation provides that amendments to the Restated Certificate of Incorporation and the Amended and Restated Bylaws can be approved by a majority vote of the then-outstanding shares of stock entitled to vote generally in the election of directors. The Restated Certificate of Incorporation includes a majority voting provision that applies to the amendment or repeal of, or the adoption of any provision inconsistent with, the provisions of the Restated Certificate of Incorporation related to business combinations, which can only be amended with an affirmative vote of the holders of at least a majority of the then-outstanding shares of stock entitled to vote generally in the election of directors, including the affirmative vote of the holders of a majority of the then-outstanding shares of such stock not owned directly or indirectly by any interested stockholder or any affiliate of any interested stockholder. The Amended and Restated Bylaws generally may be amended by the Board or by the stockholders; provided that in the case of amendments by the stockholders the affirmative vote of at least a majority of the then-outstanding shares of stock entitled to vote generally in the election of directors is required. These vote requirements may have the effect of preventing a stockholder with less than a majority of the common stock from circumventing the requirements of the Amended and Restated Bylaws or a stockholder with only a majority of the common stock from circumventing certain provisions of the Restated Certificate of Incorporation by simply amending or repealing them.

#### **Anti-Takeover Legislation**

We have elected not to be subject to the provisions of Section 203 of the Delaware General Corporation Law. This provision generally states that, subject to some exceptions, a corporation cannot engage in any business combination with any "interested stockholder" for three years after the time that the stockholder became an interested stockholder unless the business combination is approved by the board of directors and authorized by the affirmative vote of at least 66-2/3% of the outstanding voting stock of the corporation which is not owned by the interested stockholder. Delaware law defines an interested stockholder to include any person, and its affiliates and associates, that owns 15% or more of the outstanding voting stock of the corporation, or that is an affiliate or associate of the corporation and was the owner of 15% or more of the outstanding voting stock of the corporation at any time within three years immediately prior to the relevant date. Business combinations are discussed more fully above.

#### **Exclusive Forum**

Our Amended and Restated Bylaws provide that, unless the Company consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, and subject to applicable jurisdictional requirements, the sole and exclusive forum for any stockholder (including any beneficial owner) to bring internal corporate claims (as defined below) shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware). For purposes of this provision, "internal corporate claims" means claims, including claims in the right of the Company: (a) that are based upon a violation of a duty by a current or former director, officer, employee or stockholder in such capacity, or (b) as to which the Delaware General Corporation Law confers jurisdiction upon the Delaware Court of Chancery.

## DESCRIPTION OF PREFERRED STOCK AND DEPOSITARY SHARES

The following is a description of the particular terms of our Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series I (the "Series I Preferred Stock"); our Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series J (the "Series J Preferred Stock"); our Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series K (the "Series K Preferred Stock"); our Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series L (the "Series L Preferred Stock"); and our Fixed Rate Non-Cumulative Perpetual Preferred Stock, Series N (the "Series N Preferred Stock" and, together with the Series I Preferred Stock, the Series J Preferred Stock, the Series K Preferred Stock and the Series L Preferred Stock, the "Preferred Stock"). Additionally, we have issued Depositary Shares, each representing a 1/40th Interest in a Share of Series I Preferred Stock (the "Series I Depositary Shares"); Depositary Shares, each representing a 1/40th Interest in a Share of Series J Preferred Stock (the "Series J Depositary Shares"); Depositary Shares, each representing a 1/40th Interest in a Share of Series K Preferred Stock (the "Series K Depositary Shares"); Depositary Shares, each representing a 1/40th Interest in a Share of Series L Preferred Stock (the "Series L Depositary Shares"); and Depositary Shares, each representing a 1/40th Interest in a Share of Series N Preferred Stock (the "Series N Depositary Shares" and, together with the Series I Depositary Shares, the Series J Depositary Shares, the Series K Depositary Shares and the Series L Depositary Shares, the "Depositary Shares").

The following description is subject to and qualified in its entirety by reference to the Certificate of Designations relating to each series of Preferred Stock (each a "Certificate of Designations" and collectively the "Certificates of Designations") and each deposit agreement among us, Computershare Trust Company, N.A., acting as depositary (the "depositary"), Computershare Inc. and the holders from time to time of the depositary receipts evidencing the Depositary Shares (each a "Deposit Agreement" and collectively the "Deposit Agreements") and where this description is inconsistent with the description of the Preferred Stock contained in the applicable Certificate of Designations or the description of the Depositary Shares contained in the applicable Deposit Agreement, the applicable Certificate of Designations or Deposit Agreement will control. A copy of our Restated Certificate of Incorporation and each Certificate of Designations are incorporated by reference as exhibits to the Annual Report on Form 10-K for which this Exhibit 4.3 is a part. The Deposit Agreement relating to the Series I Depositary Shares has been filed with the SEC as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed on September 11, 2019; the Deposit Agreement relating to the Series J Depositary Shares has been filed with the SEC as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed on January 31, 2020; the Deposit Agreement relating to the Series K Depositary Shares has been filed with the SEC as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed on September 17, 2020; the Deposit Agreement relating to the Series L Depositary Shares has been filed with the SEC as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed on May 4, 2021; and the Deposit Agreement relating to the Series N Depositary Shares has been filed with the SEC as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed on July 29, 2021. We encourage you to read such documents for additional information.

The Company is authorized to issue 50,000,000 shares of preferred stock, par value \$.01 per share. As of December 31, 2023, 60,000,000 Series I Depositary Shares were issued and outstanding, representing 1,500,000 shares of Series I Preferred Stock; 50,000,000 Series J Depositary Shares were issued and outstanding, representing 1,250,000 shares of Series J Preferred Stock; 5,000,000 Series K Depositary Shares were issued and outstanding, representing 125,000 shares of Series K Preferred Stock; 27,000,000 Series L Depositary Shares were issued and outstanding, representing 675,000 shares of Series L Preferred Stock; and 17,000,000 Series N Depositary Shares were issued and outstanding, representing 425,000 shares of Series N Preferred Stock.

### *Preferred Stock*

#### **General**

Each series of the Preferred Stock is a single series of our authorized preferred stock. Shares of the Preferred Stock are fully paid and nonassessable. The depositary is the sole holder of shares of the Preferred Stock. The holders of Depositary Shares are required to exercise their proportional rights in the Preferred Stock through the depositary, as described herein.

Shares of a series of Preferred Stock rank senior to our common stock, equally with each other series of Preferred Stock, and at least equally with each other series of preferred stock we may issue if provided for in the certificate of designations relating to such preferred stock or otherwise (except for any senior stock that may be issued with the requisite consent of the holders of the Preferred Stock and all other parity stock, if any), with respect to the payment of dividends and distributions of assets upon liquidation, dissolution or winding up. See "Other Preferred Stock" below. In addition, we will generally be able to pay dividends and distributions upon liquidation, dissolution or winding up only out of lawfully available assets for such payment (after satisfaction of all claims for indebtedness and other non-equity claims). Further, the Preferred Stock may be fully subordinated to interests held by the U.S. government in the event that we enter into a receivership, insolvency, liquidation, or similar proceeding, including a proceeding under the Orderly Liquidation Authority of the Dodd-Frank Act.

The Preferred Stock is not convertible into, or exchangeable for, shares of any other class or series of stock or other securities of Capital One. The Preferred Stock has no stated maturity and will not be subject to any sinking fund or other obligation of Capital One to redeem or repurchase the Preferred Stock.

We reserve the right to re-open any series of Preferred Stock and issue additional shares of such series of Preferred Stock either through public or private sales at any time and from time to time. The additional shares would form a single series with the Preferred Stock of such series already outstanding. In addition, we may from time to time, without notice to or consent of holders of the Preferred Stock or the Depositary Shares, issue additional shares of preferred stock that rank equally with or junior to the Preferred Stock.

## **Dividends**

### ***General***

Dividends on the Preferred Stock are not cumulative. If our Board or a duly authorized committee of the Board does not declare a dividend on a series of Preferred Stock in respect of a dividend period, then no dividend shall be deemed to have accrued for such dividend period, be payable on the applicable dividend payment date, or be cumulative, and we will have no obligation to pay any dividend for that dividend period, whether or not our Board or a duly authorized committee of our Board declares a dividend on the Preferred Stock for any future dividend period. A dividend period is the period from and including a dividend payment date to but excluding the next dividend payment date.

Holders of Preferred Stock of a series are entitled to receive, when, as, and if declared by our Board or a duly authorized committee of the Board, out of assets legally available for the payment of dividends under Delaware law, non-cumulative cash dividends based on the liquidation preference of such Preferred Stock at a rate equal to the applicable percentage per annum set forth herein for each quarterly dividend period from the original issue date of the related Depositary Shares through the redemption date of such Preferred Stock, if any. In the event that we issue additional shares of a series of Preferred Stock after the original issue date, dividends on such shares will accrue from the original issue date of such additional shares.

If declared by our Board or a duly authorized committee of our Board, we will pay dividends (i) on the outstanding Series I Preferred Stock, when, as, and if declared by the Board at a rate of 5.000% per annum; (ii) on the outstanding Series J Preferred Stock, when, as, and if declared by the Board at a rate of 4.800% per annum; (iii) on the outstanding Series K Preferred Stock, when, as, and if declared by the Board at a rate of 4.625% per annum; (iv) on the outstanding Series L Preferred Stock, when, as, and if declared by the Board at a rate of 4.375% per annum; and (v) on the outstanding Series N Preferred Stock, when, as, and if declared by the Board at a rate of 4.250% per annum. Dividends on the Preferred Stock are payable quarterly in arrears, on March 1, June 1, September 1 and December 1 of each year (each such date, a "dividend payment date"). If any date on which dividends would otherwise be payable is not a business day, then the dividend payment date will be the next business day without any adjustment to the amount of dividends paid. A business day means any weekday that is not a legal holiday in New York, New York, and is not a day on which banking institutions in New York, New York, are closed.

Dividends are payable to holders of record of Preferred Stock as they appear on our stock register on the applicable record date, which shall be the 15th calendar day before the applicable dividend payment date, or such other record date, not exceeding 30

days before the applicable payment date, as shall be fixed by our Board or a duly authorized committee of our Board. The corresponding record dates for the Depositary Shares are the same as the record dates for the Preferred Stock.

A dividend period is the period from and including a dividend payment date to but excluding the next dividend payment date. Dividends payable on each series of Preferred Stock will be computed on the basis of a 360-day year consisting of twelve 30-day months. Dollar amounts resulting from that calculation are rounded to the nearest cent, with one-half cent being rounded upward. Dividends on a series of Preferred Stock will cease to accrue on the redemption date, if any, as described below under "Redemption," unless we default in the payment of the redemption price of the shares of the Preferred Stock called for redemption.

The Company's ability to pay dividends on the Preferred Stock depends on the ability of our subsidiaries, including Capital One, National Association ("CONA"), to pay dividends to the Company. The ability of the Company and CONA to pay dividends in the future is subject to bank regulatory requirements and capital guidelines and policies established by the Federal Reserve Board and the Office of the Comptroller of the Currency.

So long as any share of Preferred Stock of a series remains outstanding, (1) no dividend shall be declared or paid or set aside for payment and no distribution shall be declared or made or set aside for payment on any junior stock (other than (i) a dividend payable solely in junior stock or (ii) any dividend in connection with the implementation of a shareholders' rights plan, or the redemption or repurchase of any rights under any such plan), (2) no shares of junior stock shall be repurchased, redeemed or otherwise acquired for consideration by us, directly or indirectly (other than (i) as a result of a reclassification of junior stock for or into other junior stock, (ii) the exchange or conversion of one share of junior stock for or into another share of junior stock, (iii) through the use of the proceeds of a substantially contemporaneous sale of other shares of junior stock, (iv) purchases, redemptions or other acquisitions of shares of the junior stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of employees, officers, directors or consultants, (v) purchases of shares of junior stock pursuant to a contractually binding requirement to buy junior stock existing prior to the preceding dividend period, including under a contractually binding stock repurchase plan, (vi) the purchase of fractional interests in shares of junior stock pursuant to the conversion or exchange provisions of such stock or the security being converted or exchanged, (vii) purchases or other acquisitions by any of our broker-dealer subsidiaries solely for the purpose of market making, stabilization or customer facilitation transactions in junior stock in the ordinary course of business, (viii) purchases by any of our broker-dealer subsidiaries of our capital stock for resale pursuant to an offering by us of such capital stock underwritten by such broker-dealer subsidiary, or (ix) the acquisition by us or any of our subsidiaries of record ownership in junior stock for the beneficial ownership of any other persons (other than for the beneficial ownership by us or any of our subsidiaries), including as trustees or custodians, nor shall any monies be paid to or made available for a sinking fund for the redemption of any such securities by us) and (3) no shares of parity stock, if any, shall be repurchased, redeemed or otherwise acquired for consideration by us, directly or indirectly, during a dividend period (other than (i) pursuant to pro rata offers to purchase all, or a pro rata portion, of the Preferred Stock of such series and such parity stock, if any, (ii) as a result of a reclassification of parity stock for or into other parity stock, (iii) the exchange or conversion of parity stock for or into other parity stock or junior stock, (iv) through the use of the proceeds of a substantially contemporaneous sale of other shares of parity stock, (v) purchases of shares of parity stock pursuant to a contractually binding requirement to buy parity stock existing prior to the preceding dividend period, including under a contractually binding stock repurchase plan, (vi) the purchase of fractional interests in shares of parity stock pursuant to the conversion or exchange provisions of such stock or the security being converted or exchanged, (vii) purchases or other acquisitions by any of our broker-dealer subsidiaries solely for the purpose of market making, stabilization or customer facilitation transactions in parity stock in the ordinary course of business, (viii) purchases by any of our broker-dealer subsidiaries of our capital stock for resale pursuant to an offering by us of such capital stock underwritten by such broker-dealer subsidiary, or (ix) the acquisition by us or any of our subsidiaries of record ownership in parity stock for the beneficial ownership of any other persons (other than for the beneficial ownership by us or any of our subsidiaries), including as trustees or custodians, nor shall any monies be paid to or made available for a sinking fund for the redemption of any such securities by us) unless, in each case, the full dividends for the preceding dividend period on all outstanding shares of Preferred Stock of such series have been paid in full or declared and a sum sufficient for the payment thereof has been set aside for payment.

We will not declare or pay or set apart funds for the payment of dividends on any securities which rank equally with the Preferred Stock of a series, if any, unless we have paid or set apart funds for the payment of dividends on such Preferred Stock. When dividends are not paid in full upon the shares of such Preferred Stock and parity stock, if any, all dividends declared upon shares of such Preferred Stock and parity stock, if any, will be declared on a proportional basis so that the amount of dividends declared per share will bear to each other the same ratio that accrued dividends for the then-current dividend period per share on such Preferred Stock, and accrued dividends, including any accumulations, if any, on parity stock, if any, bear to each other.

As used in this exhibit, "junior stock" means our common stock and any other class or series of stock of Capital One hereafter authorized over which Preferred Stock has preference or priority in the payment of dividends or in the distribution of assets on any liquidation, dissolution or winding up of Capital One.

As used in this exhibit, "parity stock" means any other class or series of stock of Capital One that ranks on a parity with the Preferred Stock in the payment of dividends and in the distribution of assets on any liquidation, dissolution or winding up of Capital One. Each series of Preferred Stock ranks on a parity with each other series of Preferred Stock.

As used in this exhibit, "senior stock" means any other class or series of stock of Capital One ranking senior to the Preferred Stock with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up of Capital One.

Subject to the considerations described above, and not otherwise, dividends (payable in cash, stock or otherwise), as may be determined by our Board or a duly authorized committee of the Board, may be declared and paid on our common stock and any other stock ranking equally with or junior to the Preferred Stock from time to time out of any assets legally available for such payment, and the holders of Preferred Stock shall not be entitled to participate in any such dividend.

Dividends on the Preferred Stock will not be declared, paid or set aside for payment to the extent such act would cause us to fail to comply with applicable laws and regulations, including applicable capital adequacy guidelines.

## **Redemption**

### ***Optional Redemption***

The Preferred Stock is not subject to any mandatory redemption, sinking fund or other similar provisions. We may redeem each series of Preferred Stock at our option, in whole or in part, from time to time, on any dividend payment date on or after (i) December 1, 2024, with respect to the Series I Preferred Stock, (ii) June 1, 2025, with respect to the Series J Preferred Stock, (iii) December 1, 2025, with respect to the Series K Preferred Stock, (iv) September 1, 2026, with respect to the Series L Preferred Stock, and (v) September 1, 2026, with respect to the Series N Preferred Stock in each case at a redemption price equal to \$1,000 per share (equivalent to \$25 per Depository Share), plus any declared and unpaid dividends. Neither the holders of a series of Preferred Stock nor holders of the related Depository Shares will have the right to require the redemption or repurchase of such Preferred Stock.

### ***Redemption Following a Regulatory Capital Treatment Event***

We may redeem shares of a series of Preferred Stock at any time within 90 days following a regulatory capital treatment event, in whole but not in part, at a redemption price equal to \$1,000 per share (equivalent to \$25 per Depository Share), plus any declared and unpaid dividends on the shares of such Preferred Stock called for redemption up to the redemption date. A "regulatory capital treatment event" means the good faith determination by Capital One that, as a result of (i) any amendment to, or change (including any announced prospective change) in, the laws or regulations of the United States or any political subdivision of or in the United States that is enacted or becomes effective after the initial issuance of any share of such Preferred Stock; (ii) any proposed change in those laws or regulations that is announced or becomes effective after the initial issuance of any share of such Preferred Stock; or (iii) any official administrative decision or judicial decision or administrative action or other official pronouncement interpreting or applying those laws or regulations that is announced after the initial issuance of any share of such Preferred Stock, there is more than an insubstantial risk that Capital One will not be entitled to



treat the full liquidation value of the shares of such Preferred Stock then outstanding as "Tier 1 Capital" (or its equivalent) for purposes of the capital adequacy guidelines of Federal Reserve Regulation Y (or, as and if applicable, the capital adequacy guidelines or regulations of any successor appropriate federal banking regulator or agency), as then in effect and applicable, for as long as any share of such Preferred Stock is outstanding. Dividends will cease to accrue on those shares on the redemption date. Redemption of a series of Preferred Stock is subject to our receipt of any required prior approvals from the Federal Reserve and to the satisfaction of any conditions set forth in the capital guidelines of the Federal Reserve applicable to the redemption of the Preferred Stock.

#### **Redemption Procedures**

If shares of a series of Preferred Stock are to be redeemed, the notice of redemption shall be sent to the holders of record of such Preferred Stock to be redeemed, sent (i) not less than 30 days nor more than 60 days (in the case of the Series L Preferred Stock, and the Series N Preferred Stock) or (ii) not less than 15 days nor more than 60 days (in the case of the Series I Preferred Stock, the Series J Preferred Stock, and the Series K Preferred Stock), prior to the date fixed for redemption thereof (provided that, if the Depositary Shares representing such Preferred Stock are held in book-entry form through DTC, we may give such notice in any manner permitted by DTC). Each notice of redemption will include a statement setting forth:

- the redemption date;
- the number of shares of such Preferred Stock to be redeemed and, if less than all the shares held by the holder are to be redeemed, the number of shares of such Preferred Stock to be redeemed from the holder;
- the redemption price; and
- the place or places where the certificates evidencing shares of such Preferred Stock are to be surrendered for payment of the redemption price.

On and after the redemption date, dividends will cease to accrue on shares of such Preferred Stock, and such shares of Preferred Stock shall no longer be deemed outstanding and all rights of the holders of such shares will terminate, including rights described under "Voting Rights," except the right to receive the redemption price plus any declared and unpaid dividends. See "Description of Depositary Shares" for information about redemption of the Depositary Shares relating to the Preferred Stock.

In case of any redemption of only part of the shares of a series of Preferred Stock at the time outstanding, the shares to be redeemed shall be selected pro rata or by lot. Subject to the provisions hereof, our Board shall have full power and authority to prescribe the terms and conditions upon which shares of such series of Preferred Stock shall be redeemed from time to time.

Under the Federal Reserve's current risk-based capital guidelines applicable to bank holding companies, any redemption of a series of Preferred Stock is subject to prior approval by the Federal Reserve. Any redemption of a series of Preferred Stock is subject to our receipt of any required prior approval by the Federal Reserve and to the satisfaction of any conditions set forth in the capital guidelines or regulations of the Federal Reserve applicable to redemption of such series of Preferred Stock.

Neither the holders of a series of Preferred Stock nor the holders of the related Depositary Shares have the right to require the redemption or repurchase of such Preferred Stock.

#### **Liquidation Rights**

In the event we liquidate, dissolve or wind-up our business and affairs, either voluntarily or involuntarily, holders of the Preferred Stock are entitled to receive a liquidating distribution of \$1,000 per share (equivalent to \$25 per Depositary Share), plus any declared and unpaid dividends, without accumulation of any undeclared dividends before we make any distribution of assets to the holders of our common stock or any other class or series of shares ranking junior to the Preferred Stock. Holders of the Preferred Stock will not be entitled to any other amounts from us after they have received their full liquidating distribution.

In any such distribution, if the assets of Capital One are not sufficient to pay the liquidation preferences plus declared and unpaid dividends in full to all holders of the Preferred Stock and all holders of parity stock, if any, as to such distribution with the Preferred Stock, the amounts paid to the holders of Preferred Stock and parity stock, if any, will be paid pro rata in accordance with the respective aggregate liquidating distribution owed to those holders. If the liquidation preference plus declared and unpaid dividends has been paid in full to all holders of Preferred Stock and parity stock, if any, the holders of our junior stock shall be entitled to receive all remaining assets of Capital One according to their respective rights and preferences.

In addition, we will generally be able to pay dividends and distributions upon liquidation, dissolution or winding up only out of lawfully available assets for such payment (after satisfaction of all claims for indebtedness and other non-equity claims). Further, the Preferred Stock may be fully subordinated to interests held by the U.S. government in the event that we enter into a receivership, insolvency, liquidation, or similar proceeding, including a proceeding under the Orderly Liquidation Authority of the Dodd-Frank Act.

For purposes of this section, the merger or consolidation of Capital One with any other entity, including a merger or consolidation in which the holders of Preferred Stock receive cash, securities or property for their shares, or the sale, lease or exchange of all or substantially all of the assets of Capital One for cash, securities or other property, shall not constitute a liquidation, dissolution or winding up of Capital One.

Because we are a holding company, our rights and the rights of our creditors and our shareholders, including the holders of the Preferred Stock, to participate in the assets of any of our subsidiaries, including CONA upon that subsidiary's liquidation or recapitalization may be subject to the prior claims of that subsidiary's creditors, except to the extent that we are a creditor with recognized claims against the subsidiary.

#### **Voting Rights**

Except as provided below, the holders of the Preferred Stock will have no voting rights.

#### ***Right to Elect Two Directors upon Nonpayment***

If we fail to pay, or declare and set apart for payment, dividends on outstanding shares of a series of Preferred Stock for six quarterly dividend periods, whether or not consecutive, the number of directors on the Board shall be increased by two at our first annual meeting of the shareholders held thereafter, and at such meeting and at each subsequent annual meeting until continuous noncumulative dividends for at least one year on all outstanding shares of such Preferred Stock entitled thereto shall have been paid, or declared and set apart for payment, in full, the holders of shares of such Preferred Stock shall have the right, voting separately as a class together with holders of any other equally ranked series of preferred stock that have similar voting rights, if any, to elect such two additional members of our Board to hold office for a term of one year; provided that our Board shall at no time include more than two additional directors elected by holders of shares of all series of the Preferred Stock and any other equally ranked series of preferred stock having similar voting rights, if any, voting together as one class. Upon such

payment, or such declaration and setting apart for payment, in full, the terms of the two additional directors so elected shall forthwith terminate, and the number of directors shall be reduced by two, and such voting right of the holders of shares of Preferred Stock shall cease, subject to increase in the number of directors as described above and to revesting of such voting right in the event of each and every additional failure in the payment of dividends for six quarterly dividend periods, whether or not consecutive, as described above.

In addition, if and when the rights of holders of Preferred Stock terminate for any reason, including under circumstances described above under "Redemption," such voting rights shall terminate along with the other rights (except, if applicable, the right to receive the redemption price plus any declared and unpaid dividends), and the terms of any additional directors elected by the holders of Preferred Stock and any other equally ranked series of preferred stock having similar voting rights, if any, shall terminate automatically and the number of directors reduced by two, assuming that the rights of holders of such equally ranked series of preferred stock have similarly terminated.

Under regulations adopted by the Federal Reserve, if the holders of any series of preferred stock are or become entitled to vote separately for the election of directors as a class, such series, along with any other holders of stock that are entitled to vote for the election of directors with that series, will be deemed a class of voting securities. A company holding 25% or more of that class, or less if it otherwise exercises a "controlling influence" over us, will be subject to regulation as a bank holding company under the Bank Holding Company Act of 1956, as amended (the "BHC Act"). In addition, at the time the series is deemed a class of voting securities, any other bank holding company or systemically significant nonbank financial company will be required to obtain the prior approval of the Federal Reserve under the BHC Act to acquire or retain more than 5% of that class. Any other person (other than a bank holding company or systemically significant nonbank financial company) will be required to obtain the non-objection of the Federal Reserve under the Change in Bank Control Act of 1978, as amended, to acquire or retain 10% or more of that class.

#### ***Other Voting Rights***

So long as any shares of Preferred Stock of a series remain outstanding, the affirmative vote or consent of the holders of at least two-thirds of all outstanding shares of such Preferred Stock, voting separately as a class, shall be required to:

- authorize or increase the authorized amount of, or issue shares of, any class or series of senior stock, or issue any obligation or security convertible into or evidencing the right to purchase any such shares;
- amend the provisions of our Restated Certificate of Incorporation so as to adversely affect the powers, preferences, privileges or rights of such Preferred Stock, taken as a whole; provided, however, that any increase in the amount of the authorized or issued preferred stock or authorized common stock or preferred stock or the creation and issuance, or an increase in the authorized or issued amount, of other series of preferred stock ranking equally with or junior to such Preferred Stock with respect to the payment of dividends (whether such dividends are cumulative or non-cumulative) or the distribution of assets upon liquidation, dissolution or winding up of Capital One will not be deemed to adversely affect the powers, preferences, privileges or rights of such Preferred Stock; or
- consummate a binding share-exchange or reclassification involving such Preferred Stock, or a merger or our consolidation with or into another entity unless (i) the shares of such Preferred Stock remain outstanding or are converted into or exchanged for preference securities of the new surviving entity and (ii) the shares of the remaining Preferred Stock of such series or new preferred securities have terms that are not materially less favorable than such Preferred Stock.

The foregoing voting provisions will not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of such Preferred Stock shall have been redeemed.

#### ***Voting Rights under Delaware Law***

Delaware law provides that the holders of Preferred Stock will have the right to vote separately as a class on any amendment to our Restated Certificate of Incorporation that would increase or decrease the aggregate number of authorized shares of such class, increase or decrease the par value of the shares of such class, or alter or change the powers, preferences, or special rights of the shares of such class so as to affect them adversely. If any such proposed amendment would alter or change the powers, preferences or special rights of one or more series of Preferred Stock so as to affect them adversely, but would not so affect the entire class of preferred stock, only the shares of the series so affected shall be considered a separate class for purposes of this vote on the amendment. This right is in addition to any voting rights that may be provided for in our Restated Certificate of Incorporation.

**Other Preferred Stock**

Our Restated Certificate of Incorporation authorizes our Board to create and provide for the issuance of one or more series of preferred stock, par value \$.01 per share, without the approval of our stockholders. Our Board can also determine the terms, including the designations, powers, preferences and rights (including conversion, voting and other rights) and the qualifications, limitations or restrictions, of any preferred stock. Currently, 50,000,000 shares of our capital stock are classified as preferred stock under our Restated Certificate of Incorporation. As of December 31, 2023, in addition to the Preferred Stock, we have issued and outstanding 1,000,000 shares of Fixed Rate Reset Non-Cumulative Perpetual Preferred Stock, Series M, which series ranks on a parity with the Preferred Stock.

**Depository**

Computershare Trust Company, N.A. is the depository for the Preferred Stock. We may, in our sole discretion, remove the depository in accordance with the agreement between us and the depository, provided that we will appoint a successor depository who will accept such appointment prior to the effectiveness of its removal.

**Preemptive and Conversion Rights**

The holders of the Preferred Stock do not have any preemptive or conversion rights.

***Depository Shares*****General**

The Depository Shares represent proportional fractional interests in shares of the applicable series of Preferred Stock. Each Depository Share represents a 1/40th interest in a share of the applicable series of Preferred Stock, and is evidenced by depository receipts. We have deposited the underlying shares of the Preferred Stock with the depository pursuant to the Deposit Agreements. Subject to the terms of the Deposit Agreements, each holder of a Depository Share is entitled, through the depository, in proportion to the applicable fraction of a share of Preferred Stock represented by such Depository Share, to all the rights and preferences of the Preferred Stock represented thereby (including dividend, voting, redemption and liquidation rights).

In this exhibit, references to “holders” of Depository Shares mean those who own Depository Shares registered in their own names on the books that we or the depository maintain for this purpose, and not indirect holders who own beneficial interests in Depository Shares registered in street name or issued in book-entry form through DTC. Please review the special considerations that apply to indirect holders described in the section entitled “Book-Entry Procedures and Settlement” below.

Following the issuance of each series of the Preferred Stock, we deposited the Preferred Stock with the depository, which then issued the Depository Shares.

**Dividends and Other Distributions**

Each dividend payable on a Depository Share will be in an amount equal to 1/40th of the dividend declared and payable on the related share of the Preferred Stock.

The depository will distribute any cash dividends or other cash distributions received in respect of the deposited Preferred Stock to the record holders of Depository Shares relating to the underlying Preferred Stock in proportion to the number of Depository Shares held by the holders. If Capital One makes a distribution other than in cash, the depository will distribute any property received by it to the record holders of Depository Shares entitled to those distributions, unless it determines that the distribution cannot be made proportionally among those holders or that it is not feasible to make a distribution. In that event, the depository may, with our approval, sell the property and distribute the net proceeds from the sale to the holders of the Depository Shares.

Record dates for the payment of dividends and other matters relating to the Depositary Shares will be the same as the corresponding record dates for each series of Preferred Stock.

The amounts distributed to holders of Depositary Shares will be reduced by any amounts required to be withheld by the depositary or by us on account of taxes or other governmental charges. The depositary may refuse to make any payment or

distribution, or any transfer, exchange, or withdrawal of any Depositary Shares or the shares of the Preferred Stock until such taxes or other governmental charges are paid.

#### **Redemption of Depositary Shares**

If we redeem a series of Preferred Stock represented by Depositary Shares, the related Depositary Share will be redeemed from the proceeds received by the depositary resulting from the redemption of such Preferred Stock held by the depositary. The redemption price per Depositary Share is expected to be equal to 1/40th of the redemption price per share payable with respect to such Preferred Stock (or \$25 per Depositary Share), plus any declared and unpaid dividends.

Whenever we redeem shares of a series of Preferred Stock held by the depositary, the depositary will redeem, as of the same redemption date, the number of Depositary Shares representing shares of Preferred Stock so redeemed. If fewer than all of the outstanding Depositary Shares of a series are redeemed, the depositary will select the Depositary Shares of such series to be redeemed *pro rata* or by lot. The depositary will send notice of redemption to record holders of such Depositary Shares (i) not less than 30 days nor more than 60 days (in the case of the Series L Depositary Shares, and the Series N Depositary Shares) or (ii) not less than 15 days nor more than 60 days (in the case of the Series I Depositary Shares, the Series J Depositary Shares, and the Series K Depositary Shares), prior to the date fixed for redemption of such Preferred Stock and the related Depositary Shares.

#### **Voting the Preferred Stock**

Because each Depositary Share represents a 1/40th interest in a share of the applicable series of Preferred Stock, holders of depositary receipts will be entitled to 1/40th of a vote per Depositary Share under those limited circumstances in which holders of the Preferred Stock are entitled to a vote.

When the depositary receives notice of any meeting at which the holders of the Preferred Stock are entitled to vote, the depositary will send the information contained in the notice to the record holders of the Depositary Shares relating to the Preferred Stock. Each record holder of the Depositary Shares on the record date, which will be the same date as the record date for the Preferred Stock, may instruct the depositary to vote the amount of the Preferred Stock represented by the holder's Depositary Shares. To the extent possible, the depositary will vote the amount of the Preferred Stock represented by Depositary Shares in accordance with the instructions it receives. We have agreed to take all reasonable actions that the depositary determines are necessary to enable the depositary to vote as instructed. If the depositary does not receive specific instructions from the holders of any Depositary Shares representing Preferred Stock, it will not vote the amount of Preferred Stock represented by such Depositary Shares.

#### **Depositary**

Computershare Trust Company, N.A is the depositary for the Depositary Shares. We may, in our sole discretion, remove the depositary in accordance with the agreement between us and the depositary; provided that we will appoint a successor depositary who will accept such appointment prior to the effectiveness of its removal.

#### **Form of Preferred Stock and Depositary Shares**

The Depositary Shares have been issued in book-entry form through DTC, as described in "Book-Entry Procedures and Settlement" below. The Preferred Stock has been issued in registered form to the depositary.

#### **Listing of Depositary Shares**

The Depositary Shares are listed on the New York Stock Exchange under the following symbols:

Series I Depositary Shares: "COFPRI"

Series J Depositary Shares: "COFPRJ"

Series K Depositary Shares: "COFPRK"

Series L Depositary Shares: "COFPRL"

Series N Depositary Shares: "COFPRN"

#### **Book-Entry Procedures and Settlement**

We have issued the Depositary Shares under a book-entry system in the form of global depositary receipts. We have registered the global depositary receipts in the name of a nominee for The Depository Trust Company ("DTC"). The global depositary receipts have been deposited with the depositary.

DTC is the only registered holder of the depositary receipts representing the Depositary Shares and is considered the sole owner of the depositary receipts for purposes of the applicable Deposit Agreement.

Global depositary receipts may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the global depositary receipts may be held through the Euroclear system ("Euroclear") and Clearstream Banking, S.A. ("Clearstream"), each as indirect participants in DTC. Transfers of beneficial interests in the global depositary receipts are subject to the applicable rules and procedures of DTC and its direct and indirect participants, including, if applicable, those of Euroclear and Clearstream, which may change from time to time.

Direct participants in DTC's system include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. Access to DTC's system also is available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly, which we collectively call indirect participants. Persons that are not participants may beneficially own securities held by or on behalf of DTC only through the participants or the indirect participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the participants and the indirect participants. The rules applicable to DTC and its participants are on file with the SEC.

Ownership of beneficial interests in the global depositary receipts are limited to participants or persons that may hold interests through participants. Ownership of beneficial interests in the global depositary receipts will be shown on, and the transfer of those ownership interests may be effected only through, records maintained by DTC or its nominee (with respect to participants) and the records of participants and indirect participants (with respect to other owners of beneficial interests in the global depositary receipts).

All interests in a global depositary receipt, including those held through Euroclear or Clearstream, may be subject to the procedures and requirements of DTC. Those interests held through Euroclear or Clearstream may also be subject to the procedures and requirements of such systems.

The laws of some states require that certain purchasers of securities take physical delivery of those securities in definitive form. These laws may impair the ability of holders to transfer beneficial interests in depositary receipts to certain purchasers. Because DTC can act only on behalf of the participants, which in turn act on behalf of the indirect participants, the ability of a person having beneficial interests in a global depositary receipt to pledge such interests to persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

So long as DTC or any successor depository for a depositary receipt, or any nominee, is the registered holder of such depositary receipt, DTC or such successor depository or nominee will be considered the sole owner or holder of the Depositary Shares represented by such depositary receipts for all purposes under the applicable indenture. Except as set forth below, owners of beneficial interests in a depositary receipt will not be entitled to have Depositary Shares represented by such depositary receipt registered in their names, will not receive or be entitled to receive physical delivery of Depositary Shares or depositary receipts in definitive form, and will not be considered the owners or holders thereof for any purpose under the applicable Deposit Agreement. Accordingly, each person owning a beneficial interest in a depositary receipt must rely on the procedures of DTC and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, to exercise any rights of a holder under the applicable Deposit Agreement. We understand that, under existing industry practices, in the event that we request any action of holders or that an owner of a beneficial interest in the depositary receipts desires to give any consent or take any action under the applicable Deposit Agreement, DTC or any successor depository would authorize the participants holding the relevant beneficial interests to give or take such action or consent, and such participants would authorize beneficial owners owning through such participants to give or take such action or consent or would otherwise act upon the instructions of beneficial owners owning through them.

Payment of dividends, if any, distributions upon liquidation or other distributions with respect to the Depositary Shares that are registered in the name of or held by DTC or any successor depository or nominee will be payable to DTC or such successor depository or nominee, as the case may be, in its capacity as registered holder of the global depositary receipts representing the Depositary Shares. Under the terms of each Deposit Agreement, the depository will treat the persons in whose names the Depositary Shares, including the depositary receipts, are registered as the owners of such securities for the purpose of receiving payments and for all other purposes. Consequently, neither we, nor any depository, nor any agent of us or any such depository will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the depositary receipts, for maintaining, supervising or reviewing any records relating to such beneficial ownership interests, or for any other matter relating to the actions and practices of DTC or any of its participants or indirect participants.

We have been advised by DTC that its current practice, upon receipt of any payment of dividends, distributions upon liquidation or other distributions with respect to the depositary receipts, is to credit participants' accounts with payments on the payment date, unless DTC has reason to believe it will not receive payments on such payment date. Each relevant participant is credited with an amount proportionate to its beneficial ownership of an interest in the relevant security as shown on the records of DTC. Payments by participants and indirect participants to owners of beneficial interests in the global depositary receipts held through such participants and indirect participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such participants or indirect participants, and will not be the responsibility of us, any depository, nor any agent of us or of any such depository. Neither we nor any such depository or agent will be liable for any delay by DTC or by any participant or indirect participant in identifying the beneficial owners of the Depositary Shares, and we and any such depository or agent may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the global securities among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. Neither we, nor any depository, nor any agent of us or of any such depository will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

## DESCRIPTION OF THE NOTES

The following description of our 0.800% Senior Notes due 2024 (the "2024 Notes") and our 1.650% Senior Notes due 2029 (the "2029 Notes," and together with the 2024 Notes, the "Notes") is a summary and does not purport to be complete. It is subject to and qualified in its entirety by reference to the senior indenture between us and The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (as successor to Harris Trust and Savings Bank), as trustee (the "trustee"), dated as of November 1, 1996 (the "base indenture"), as supplemented and amended from time to time, and the Officers' Certificate thereunder relating to the Notes, dated as of June 12, 2019 (collectively, the "indenture"). A copy of the base indenture has been filed with the SEC as Exhibit 4.1 to the Company's Current Report on Form 8-K, filed on November 13, 1996, the Form of 2024 Note has been filed with the SEC as Exhibit 4.2 to the Company's Current Report on Form 8-K, filed on June 12, 2019, and the Form of 2029 Note has been filed with the SEC as Exhibit 4.3 to the Company's Current Report on Form 8-K, filed on June 12, 2019. We encourage you to read such documents for additional information.

### General

The 2024 Notes and the 2029 Notes constitute separate series of senior debt securities issued under the indenture.

As of December 31, 2023, €750,000,000 in aggregate principal amount of the 2024 Notes was issued and outstanding and €500,000,000 in aggregate principal amount of the 2029 Notes was issued and outstanding. We may, without the consent of existing holders, increase the principal amount of either series of Notes by issuing more Notes in the future, on the same terms and conditions (other than any differences in the issue date, the price to the public and the first interest payment date) and with the same CUSIP, ISIN and/or any other identifying number (if appropriate), as the Notes described herein. We do not plan to inform existing holders if we reopen a series of Notes to issue and sell additional Notes in the future.

The 2024 Notes will mature on June 12, 2024. The 2024 Notes bear interest from June 12, 2019 at the annual rate of 0.800%. We will pay interest on the 2024 notes annually in arrears on each June 12. We made the first interest payment on the 2024 Notes on June 12, 2020.

The 2029 Notes will mature on June 12, 2029. The 2029 Notes bear interest from June 12, 2019 at the annual rate of 1.650%. We will pay interest on the 2029 notes annually in arrears on each June 12. We made the first interest payment on the 2029 Notes on June 12, 2020.

We will pay interest to the person in whose name the Note is registered at the close of business on the fifteenth calendar day (whether or not a business day) immediately preceding the relevant interest payment date, except that we will pay interest payable at the maturity date of the Notes to the person or persons to whom principal is payable.

Interest on each series of Notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on such notes to, but excluding the next scheduled interest payment date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association. If any date on which interest is payable on a series of Notes is not a business day, the payment of the interest payable on that date will be made on the next day that is a business day, without any interest or other payment in respect of the delay, with the same force and effect as if made on the scheduled payment date. If the maturity date of a series of Notes falls on a day that is not a business day, the payment of interest and principal shall be made on the next succeeding business day, and no interest will accrue after such maturity date.

The Notes do not have the benefit of a sinking fund—that is, we will not deposit money on a regular basis into any separate custodial account to repay the notes.

As used herein, the term "business day" means, any day that is not a Saturday or Sunday (i) that is not a day on which banking institutions in New York, New York, Chicago, Illinois, McLean, Virginia or London, England are authorized or obligated by law to close and (ii) on which the Trans-European Automated Real-time Gross Settlement Express Transfer system, or the TARGET2 system, or any successor thereto, operates.



#### Payment of Additional Amounts

We will, subject to the exceptions and limitations set forth below, pay to or on account of a beneficial owner of a Note who is a Non-U.S. Holder (as defined below) such additional amounts as are necessary to ensure that the net payment by us of the principal of and interest on such Note, after deduction or withholding for any present or future tax, assessment or other governmental charge imposed by or on behalf of the United States (or any political subdivision or taxing authority of the United States) on such payment, will not be less than the amount that would have been payable had no such deduction or withholding been required. However, we will not pay additional amounts for or on account of:

- a) any such tax, assessment or other governmental charge which would not have been so imposed but for the existence of any present or former connection between the holder or beneficial owner of a Note (or between a fiduciary, settlor, person holding power over an estate or trust administered by a fiduciary holder, beneficiary, member, partner or shareholder of such person, if such person is an estate, a trust, a limited liability company, a partnership or a corporation) and the United States, including, without limitation, such person (or such fiduciary, settlor, person holding power over an estate or trust administered by a fiduciary holder, beneficiary, member, partner or shareholder) being or having been a citizen or resident thereof or being or having been engaged in a trade or business or present therein or having, or having had, a permanent establishment therein or any other connection or relationship with the United States (other than a connection arising solely as a result of the ownership of the Notes or the exercise or enforcement of rights under the Notes); or (ii) the presentation of any such Note for payment on a date more than 15 calendar days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
- b) any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or any similar tax, assessment or governmental charge;
- c) any tax, assessment or other governmental charge imposed by reason of the holder or beneficial owner's past or present status as a personal holding company, controlled foreign corporation, passive foreign investment company for U.S. federal income tax purposes or as a corporation which accumulates earnings to avoid United States federal income tax or as a private foundation or other tax-exempt organization;
- d) any tax, assessment or other governmental charge which is payable otherwise than by withholding by us or a paying agent from payments on or in respect of any Note;
- e) any tax, assessment or other governmental charge which would not have been imposed but for the failure to comply with certification, information or other reporting requirements concerning the nationality, residence or identity, or the connections with the United States, of the holder or beneficial owner of such Note, if such compliance is required by statute or by regulation of the United States or of any political subdivision or taxing authority thereof or therein as a precondition to relief or exemption from such tax, assessment or other governmental charge;
- f) any tax, assessment or other governmental charge imposed pursuant to sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended (the "Code"), or any amended or successor version of such sections, ("FATCA"), any regulations or other guidance thereunder, or any agreement (including any intergovernmental agreement) entered into in connection therewith or any law, regulation, rules, practices or other official guidance adopted in any jurisdiction implementing FATCA or an intergovernmental agreement in respect of FATCA;
- g) any tax, assessment or other governmental charge imposed by reason of (i) being or having been a "10-percent shareholder" of the Company as defined in section 871(h)(3)(B) of the Code, (ii) a bank receiving interest described in section 881(c)(3)(A) of the Code or (iii) being or having been a controlled foreign corporation that is related to the Company within the meaning of section 864(d) of the Code;

- h) any tax, assessment or other governmental charge required to be deducted or withheld by any paying agent if such payment can be made without such deduction or withholding by at least one other paying agent;
- i) any tax, assessment or other governmental charge that is imposed or withheld solely by reason of a change in law, regulation or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

or any combination of two or more of items (a), (b), (c), (d), (e), (f), (g), (h) and (i),

nor shall additional amounts be paid with respect to any payment on a Note to any holder or Non-U.S. Holder who is a fiduciary, limited liability company or partnership or other than the sole beneficial owner of such payment to the extent the beneficiary or settlor with respect to such fiduciary, member of such limited liability company, partner of such partnership or beneficial owner with respect to such holder would not have been entitled to the additional amounts had such beneficiary, settlor, member, partner or beneficial owner been the holder of the Note.

The term "Non-U.S. Holder" in this section means any beneficial owner of a Note that is not, for United States federal income tax purposes, (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States or any political subdivision thereof, (iii) an estate whose income is subject to United States federal income tax regardless of its source, or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust or if such trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person.

The Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Notes. Except as specifically provided under this heading "Payment of Additional Amounts," we will not be required to make any payment for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

#### **Redemption for Tax Reasons**

We may redeem either series of Notes prior to maturity in whole, but not in part, on not more than 60 days' notice and not less than 10 days' notice, at a redemption price equal to 100% of their principal amount plus any accrued interest and additional amounts to, but not including, the date fixed for redemption if we determine that, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated thereunder) of the United States or of any political subdivision or taxing authority thereof or therein, or any income tax treaty, or any change in, or amendment to, an official position regarding the application or interpretation of such laws, regulations or rulings, or treaties, which change or amendment becomes effective on or after the date of issuance of such notes, we have or will become obligated to pay additional amounts with respect to such notes as described above under "Payment of Additional Amounts."

If we exercise our option to redeem a series of Notes, we will deliver to the trustee a certificate signed by an authorized officer stating that we are entitled to redeem such Notes.

Other than as set forth above, the Notes are not subject to redemption prior to maturity. The Notes are not subject to repayment at the option of the holders at any time prior to maturity.

#### **Issuance in Euros**

All payments of interest and principal, including payments made upon any redemption of the Notes, will be payable in euros. If, on or after the date of issuance, the euro is unavailable to us due to the imposition of exchange controls or other circumstances beyond our control or if the euro is no longer being used by the then member states of the European Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking

community, then all payments in respect of the Notes will be made in U.S. dollars until the euro is again available to us or so used. The amount payable on any date in euros will be converted into U.S. dollars on the basis of the most recently available market exchange rate for the euro. Any payment in respect of the Notes so made in U.S. dollars will not constitute an event of default under the Notes or the indenture. Neither the trustee nor the paying agent shall have any responsibility for any calculation or conversion in connection with the foregoing.

As used in this section, "market exchange rate" means the noon buying rate in The City of New York for cable transfers of euros as certified for customs purposes (or, if not so certified, as otherwise determined) by the United States Federal Reserve Board. Investors will be subject to foreign exchange risks as to payments of principal and interest that may have important economic and tax consequences to them.

#### **Denominations**

The Notes were issued in minimum denominations of €100,000 and in integral multiples of €1,000 in excess thereof.

#### **Ranking**

The indenture does not limit the amount of additional senior indebtedness that we or any of our subsidiaries may incur, including the issuance of additional debt securities under the base indenture ranking equally with the Notes, or significantly limit our operations. In particular, it does not:

- limit the amount of debt securities that we can issue under the base indenture;
- limit the number of series of debt securities that we can issue from time to time;
- limit or otherwise restrict the total amount of debt that we or our subsidiaries may incur or the amount of other securities that we may issue;
- require us or an acquiror to repurchase debt securities in the event of a "change in control;" or
- contain any covenant or other provision that is specifically intended to afford any holder of the debt securities any protection in the event of highly leveraged transactions or similar transactions involving us or our subsidiaries.

The Notes are our direct unsecured obligations and rank equally with all of our other unsecured unsubordinated indebtedness. Payments of the principal and interest on the Notes will rank equally with all of Capital One's other unsecured and unsubordinated debt. Capital One's senior indebtedness ranks *pari passu* with the Notes. The Notes are our exclusive obligations and not those of our subsidiaries. Since we are a holding company and substantially all of our operations are conducted through subsidiaries, our cash flow and consequently our ability to service debt, including the Notes, depend upon the earnings of our subsidiaries and the distribution of those earnings to us or upon other payments of funds by those subsidiaries to us. The subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts due on the Notes or to provide us with funds for payments on the Notes, whether by dividends, distributions, loans or other payments. Our subsidiaries engaged in the banking or credit card business can only pay dividends if they are in compliance with applicable United States federal and state regulatory requirements. Our right to participate in any asset distribution of any of our subsidiaries, including CONA, on liquidation, reorganization or otherwise, will rank junior to the rights of all creditors of that subsidiaries, (except to the extent that we may ourselves be an unsubordinated creditor of that subsidiary). As a result, the rights of holders of the Notes to benefit from those distributions will also be junior to the rights of all creditors of our subsidiaries. Consequently, the Notes will be effectively subordinated to all liabilities of our subsidiary CONA, and are subject to claims by creditors for long-term and short-term debt obligations, including deposit liabilities, obligations for federal funds purchased and securities sold under repurchase agreements. There are also various legal limitations on the extent to which CONA may pay dividends or otherwise supply funds to us or our other affiliates.

#### **Global Securities; Book-Entry Issue**

*Global Clearance and Settlement*

The Notes are issued in the form of one or more global notes (each a “global note”) in fully registered form, without coupons, and were deposited on the closing date with, or on behalf of, a common depository for, and in respect of interests held through, Euroclear and Clearstream. Except as described herein, certificates will not be issued in exchange for beneficial interests in the global notes.

Except as set forth below, the global notes may be transferred, in whole and not in part, only to a common depository for Euroclear or Clearstream or its nominee. Beneficial interests in the global notes will be represented, and transfers of such beneficial interests will be effected, through accounts of financial institutions acting on behalf of beneficial owners as direct or indirect participants in Euroclear or Clearstream. Those beneficial interests will be in denominations of €100,000 and integral multiples of €1,000 in excess thereof. Investors may hold Notes directly through Euroclear or Clearstream, if they are participants in such systems, or indirectly through organizations that are participants in such systems.

Owners of beneficial interests in the global notes will not be entitled to have Notes registered in their names, and will not receive or be entitled to receive physical delivery of Notes in definitive form. Except as provided below, beneficial owners will not be considered the owners or holders of the Notes under the indenture, including for purposes of receiving any reports delivered by us or the trustee pursuant to the indenture. Accordingly, each beneficial owner must rely on the procedures of the clearing systems and, if such person is not a participant of the clearing systems, on the procedures of the participant through which such person owns its interest, to exercise any rights of a holder under the indenture. Under existing industry practices, if we request any action of holders or a beneficial owner desires to give or take any action which a holder is entitled to give or take under the indenture, the clearing systems would authorize their participants holding the relevant beneficial interests to give or take action and the participants would authorize beneficial owners owning through the participants to give or take such action or would otherwise act upon the instructions of beneficial owners. Conveyance of notices and other communications by the clearing systems to their participants, by the participants to indirect participants and by the participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. The laws of some jurisdictions require that certain purchasers of securities take physical delivery of such securities in certificated form. These limits and laws may impair the ability to transfer beneficial interests in global notes.

Persons who are not Euroclear or Clearstream participants may beneficially own Notes held by the common depository for Euroclear and Clearstream only through direct or indirect participants in Euroclear and Clearstream. So long as the common depository for Euroclear and Clearstream is the registered owner of the global note, the common depository for all purposes will be considered the sole holder of the Notes represented by the global note under the indenture and the global notes.

Euroclear and Clearstream may discontinue providing services with respect to the Notes at any time by giving reasonable notice to the issuer or its agent. Under these circumstances, in the event that a successor securities depository is not obtained, certificates for the Notes are required to be printed and delivered. We may decide to discontinue the use of the system of book-entry-only transfers through Euroclear and Clearstream (or any successor securities depository). In that event, certificates for the Notes will be printed and delivered to Euroclear and Clearstream.

So long as Euroclear or Clearstream or their nominee or their common depository is the registered holder of the global notes, Euroclear, Clearstream or such nominee or common depository, as the case may be, will be considered the sole owner or holder of the Notes represented by such Notes for all purposes under the indenture and the Notes. Payments of principal, interest and additional amounts, if any, in respect of the global notes will be made to Euroclear, Clearstream or such nominee or common depository, as the case may be, as registered holder thereof. None of us, the trustee, any underwriter and any affiliate of any of the above or any person by whom any of the above is controlled (as such term is defined in the Securities Act) will have any responsibility or liability for any records relating to or payments made on account of beneficial ownership interests in the global notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Distribution of principal and interest with respect to the global note will be credited in euros to the extent received by Euroclear or Clearstream from the trustee or the paying agent, as applicable, to the cash accounts of Euroclear or Clearstream customers in accordance with the relevant system’s rules and procedures.

Because Euroclear and Clearstream can only act on behalf of participants, who in turn act on behalf of indirect participants, the ability of a person having an interest in the global notes to pledge such interest to persons or entities which do not participate in the relevant clearing system, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate in respect of such interest.

The holdings of book-entry interests in the global notes through Euroclear and Clearstream will be reflected in the book-entry accounts of each such institution. As necessary, the registrar will adjust the amounts of the global notes on the register for the accounts of the common depository to reflect the amounts of Notes held through Euroclear and Clearstream, respectively.

#### **The Trustee and Paying Agent**

The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (as successor to Harris Trust and Savings Bank) is the trustee with respect to the Notes. The trustee is one of a number of banks with which we and our subsidiaries maintain banking and trust relationships in the ordinary course of business. The Bank of New York Mellon, London Branch, is acting as paying agent with respect to the Notes.

Principal of, premium, if any, and interest on the Notes will be payable at the office of the paying agent or, at our option, payment of interest may be made by check mailed to the holders of the Notes at their respective addresses set forth in the register of holders; provided that all payments of principal, premium, if any, and interest with respect to the Notes represented by one or more global notes deposited with, or on behalf of, a common depository, and registered in the name of the nominee of the common depository for the accounts of Clearstream and Euroclear will be made in immediately available funds through the facilities of the common depository. We may change the paying agent without prior notice to the holders, and we or any of our subsidiaries may act as paying agent.

#### **Covenants**

Under the base indenture, we agree to the following:

- Except as permitted as described in the section "Consolidation, Merger and Sale of Assets," we will preserve and keep in full force and effect our corporate existence and the corporate existence of each of our significant subsidiaries (as defined below) and our rights (charter and statutory) and franchises and those of each of our significant subsidiaries. However, neither we nor any of our significant subsidiaries will be required to preserve any of these rights or franchises if we or the significant subsidiary, as the case may be, determine that the preservation of these rights or franchises is no longer desirable in the conduct of our or its business, as applicable, and that the loss of these rights or franchises is not disadvantageous in any material respect to the holders of our debt securities issued thereunder.
- The base indenture contains a covenant by us limiting our ability to dispose of the voting stock of a significant subsidiary. A "significant subsidiary" is any of our majority-owned subsidiaries the consolidated assets of which (as reflected on our consolidated balance sheet) constitute 20% or more of our consolidated assets. This covenant generally provides that, except as permitted as described under the section "Consolidation, Merger and Sale of Assets," as long as any of the debt securities issued thereunder are outstanding:
- neither we nor any of our significant subsidiaries will sell, assign, transfer or otherwise dispose of the voting stock of a significant subsidiary or securities convertible into or options, warrants or rights to subscribe for or purchase such voting stock, and we will not permit a significant subsidiary to issue voting stock, or securities convertible into or options, warrants or rights to subscribe for or purchase such voting stock, in each case if, after giving effect to such transaction and to the issuance of the maximum number of shares of voting stock of the significant subsidiary issuable upon the exercise of all such convertibles securities, options, warrants or rights, such significant subsidiary would cease to be a controlled subsidiary (as defined below); and
- we will not permit a significant subsidiary to merge or consolidate with or into any corporation unless the survivor is us or is, or upon consummation of the merger or consolidation will become, a controlled subsidiary, or to lease, sell or transfer all or substantially all of its properties and assets except to us or a controlled subsidiary or a person that upon such lease, sale or transfer will become a controlled subsidiary.

A “controlled subsidiary” is a significant subsidiary at least 80% of the voting stock of which is owned by us and/or one or more of our controlled subsidiaries.

The limitations described above do not apply to certain transactions required by law, rule, regulation or governmental order (including as a condition to an acquisition of another entity by us) or to any sale or transfer of assets in a securitization transaction.

In addition, the base indenture contains a covenant by us limiting our ability to create liens on the voting stock of a significant subsidiary. This covenant generally provides that, as long as any of the debt securities issued thereunder are outstanding, neither we nor any of our subsidiaries will create, assume or incur any pledge, encumbrance or lien upon a significant subsidiary’s voting stock, or upon securities convertible into or options, warrants or rights to subscribe for or purchase, a significant subsidiary’s voting stock, directly or indirectly, to secure indebtedness for borrowed money, if, treating such pledge, encumbrance or lien as a transfer of the significant subsidiary’s voting stock or securities convertible into or options, warrants or rights to subscribe for or purchase the significant subsidiary’s voting stock to the secured party (in each case after giving effect to such transaction and to the issuance of the maximum number of shares of voting stock of the significant subsidiary issuable upon the exercise of all such convertible securities, options, warrants or rights), the significant subsidiary would not continue to be a controlled subsidiary, unless the debt securities issued thereunder are equally and ratably secured with any and all such indebtedness by this pledge, encumbrance or lien.

#### **Consolidation, Merger and Sale of Assets**

The base indenture generally permits a consolidation or merger between us and another corporation and the conveyance, transfer or lease by us of all or substantially all of our property or assets, in each case without the consent of the holders of any outstanding debt securities. However, the base indenture requires that:

- the successor or purchaser is a corporation organized under the laws of the United States of America, any state thereof or the District of Columbia and expressly assumes our obligations on the debt securities under the base indenture;
- immediately after giving effect to the transaction, no event which, after notice or lapse of time, would become an event of default, will have occurred and be continuing pursuant to the base indenture; and
- either we or the successor person has delivered to the trustee an officer’s certificate and an opinion of counsel stating the consolidation, merger, transfer or lease, as applicable, complied with these provisions and all conditions precedent of the base indenture.

The successor shall be substituted for us as if it had been an original party to the base indenture and the debt securities issued thereunder. Thereafter, the successor may exercise our rights and powers under the base indenture and the debt securities issued thereunder and, except in the case of a lease, we will be released from all of our obligations and covenants under those documents.

#### **Events of Default**

Events of default under the indenture with respect to the Notes of a series are:

- (1) failure to pay interest on the Notes of such series when due and continuance of that default for 30 days;
- (2) failure to pay the principal of the Notes of such series when due and payable;
- (3) failure to perform or the breach of any covenant or warranty in the indenture or the Notes of such series (other than a covenant or warranty included solely for the benefit of a series of debt securities other than the Notes of such series) that continues for 60 days after we are given written notice by the trustee or we and the trustee are given written notice by the holders of at least 25% in principal amount of the outstanding Notes of such series;
- (4) any event of default under any mortgage, indenture or other instrument securing or evidencing any indebtedness of us or any significant subsidiary for money borrowed, resulting in such indebtedness in principal amount exceeding \$10,000,000

becoming or being declared due and payable prior to the date on which it would otherwise become due and payable, if the acceleration is not rescinded or annulled within 30 days after written notice; or

(5) certain events of bankruptcy, insolvency or reorganization of us or any of our significant subsidiaries.

If a default occurs with respect to any series of Notes, the trustee will give the holders of those Notes notice of the default as and to the extent provided by the Trust Indenture Act.

If an event of default with respect to any series of Notes occurs and continues, either the trustee or the holders of not less than 25% of the aggregate principal amount of the outstanding Notes of that series may declare the principal amount (or such lesser amount as may be provided for the Notes of such series) of all the Notes of that series to be due and payable immediately.

Any time after a declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained the majority holders may, under certain circumstances, void the declaration. "Majority holders" are the holders of a majority of the aggregate principal amount of outstanding the Notes of that series.

The majority holders may direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or exercising any trust or power conferred on the trustee, for the Notes of that series. The trustee generally is not obligated to exercise any of its rights or powers under the indenture at the request or direction of any of the holders, unless those holders offer the trustee reasonable indemnity.

A holder does not have the right to institute a proceeding with respect to the indenture, for the appointment of a receiver or a trustee, or for any other remedy, unless:

- the holder has previously given written notice to the trustee of a continuing event of default;
- the holders of not less than 25% of the aggregate principal amount of the outstanding Notes of the applicable series have made a written request to the trustee to institute proceedings in respect of such event of default in its own name as trustee under the indenture, and such holders have offered to the trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;
- the trustee has failed to institute a proceeding within 60 days after receipt of such notice, request and offer of indemnity; and
- the trustee has not received an inconsistent direction from the majority holders within such 60-day period.

However, these limitations do not apply to a suit for the enforcement of payment or conversion rights instituted on or after the respective due dates of the Notes of the applicable series.

#### **Waivers of Certain Covenants and Past Defaults**

The holders of not less than a majority of the aggregate principal amount of the outstanding Notes of each series may, on behalf of all holders of that series, waive our compliance with certain restrictive provisions of the indenture. They also may waive any past default with respect to that series under the indenture, except (1) a default in the payment of principal of, premium, if any, interest on or any additional amount, or (2) a default in the performance of certain covenants which cannot be modified without the consent of all of the holders of the applicable series.

#### **Amendments to the Indenture**

##### *Supplemental Indentures with Consent of Holders*

We and the trustee may modify or amend the indenture with the consent of the holders of at least 66-2/3% in principal amount of each series of the debt securities affected by the modification or amendment. However, no modification or amendment may, without the consent of each holder affected by the modification or amendment:

- change the due date of the principal of, or any premium or installment of interest on, or any additional amounts with respect to any debt securities issued thereunder;
- reduce the principal amount of, or the rate of interest on, or any additional amounts or premium, if any, payable with respect to any debt security issued thereunder, or, except as otherwise permitted, change an obligation to pay additional amounts with respect to any debt security issued thereunder, or adversely affect the right of repayment at the option of any holder, if any;
- change the place of payment, the currency in which the principal of, any premium, if any, or interest on, or any additional amounts with respect to any debt security issued thereunder that are payable or impair the right to institute suit for the enforcement of any such payment on or after the due date thereof (or, in the case of redemption, on or after the redemption date or, in the case of repayment at the option of the holder, on or after the date for repayment);
- reduce the percentage in principal amount of outstanding debt securities of any series issued thereunder the consent of whose holders is required for any supplemental indenture, or the consent of whose holders is required for any waiver (of compliance with certain provisions of the indenture or certain defaults thereunder and their consequences) under the indenture or reduce requirements for quorum or voting; or
- modify any of the provisions in the indenture provisions described above under “Waivers of Certain Covenants and Past Defaults” and in this section “Amendments to the Indentures-Supplemental Indentures with Consent of Holders,” except to increase any percentage in principal amount of outstanding debt securities of any series issued thereunder the consent of whose holders is required for a supplemental indenture or waiver, or to provide that certain other provisions of the indenture cannot be modified or waived without the consent of the holders of each outstanding Note affected thereby.

*Supplemental Indentures without Consent of Holders*

We and the trustee may modify and amend the indenture without the consent of any holder for any of the following purposes:

- to evidence the succession of another person to us, and the assumption by the successor of our covenants in the indenture and in the debt securities issued thereunder;
- to add to our covenants for the benefit of the holders of all or any series of debt securities issued thereunder or to surrender any right or power conferred upon us in the indenture;
- to evidence and provide for the acceptance of appointment by a successor trustee and to add to or change any provisions of the indenture as necessary to provide for or facilitate the administration of the trusts under the indenture by the trustee;
- to cure any ambiguity or to correct or supplement any provision in the indenture that may be defective or inconsistent with any other provision of the indenture, or to make any other provisions with respect to matters or questions arising under the indenture which do not adversely affect the interests of the holders of any debt security issued thereunder or related coupons in any material respect;
- to modify the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of debt securities issued thereunder;
- to add additional events of default with respect to all or any series of debt securities issued thereunder;
- to supplement any of the provisions of the indenture to the extent necessary to permit or facilitate the defeasance and discharge of any series of debt securities issued thereunder, provided the action does not adversely affect the interests of the holders of any debt securities of that series or related coupons or any other debt securities issued thereunder or related coupons in any material respect;
- to secure the debt securities issued thereunder; and
- to amend or supplement any provision of the indenture or any supplemental indenture, provided that the amendment or supplement does not materially adversely affect the interests of the holders of outstanding debt securities issued thereunder.

**Legal Defeasance and Covenant Defeasance**

We may at any time elect to defease and will be deemed to have paid and discharged our obligations on the Notes if:



- no event of default has occurred and is continuing, or would occur upon the giving of notice or lapse of time, at the time of the satisfaction and discharge;
- either (1) we have irrevocably deposited with the trustee sufficient cash or government securities to pay when due all the principal of, premium, if any, interest on and additional amounts, if any, with respect to the applicable Notes, through the stated maturity or redemption date of the applicable Notes (or, in the case of Notes which have become due and payable, through the date of such deposit), or (2) we have properly fulfilled such other means of satisfaction and discharge as is provided in or pursuant to the indenture;
- we have paid all other sums payable under the indenture with respect to the applicable Notes and any related coupons;
- we have delivered to the trustee a certificate of our independent public accountants certifying as to the sufficiency of the amounts deposited by us, and an officers' certificate and opinion of counsel as required by the indenture; and
- we have delivered to the trustee an opinion of counsel to the effect that the holders will have no federal income tax consequences as a result of the deposit or termination and an opinion of counsel that the applicable debt securities will not be delisted from the New York Stock Exchange.

In the case of a defeasance, the holders of the applicable Notes of the series will not be entitled to the benefits of the indenture, except for the registration of transfer or exchange and the replacement of stolen, lost or mutilated applicable Notes and the requirements regarding the maintenance of an office or agency where the applicable Notes can be surrendered for payment or registration of transfer or exchange and the right of the holders of the applicable Notes to receive from the deposited funds payment of the principal of, premium, if any, interest on, and any additional amounts, if any, with respect to the applicable Notes when due.

#### **Determining the Outstanding Debt Securities**

Unless otherwise provided in or pursuant to the indenture, we will consider the following factors in determining whether the holders of the requisite principal amount of outstanding debt securities have given any request, demand, authorization, direction, notice, consent or waiver under the indenture or are present at a meeting of holders of debt securities for quorum purposes:

- in the case of any debt security that by its terms provides for declaration of a principal amount less than the principal face amount of the debt security to be due and payable upon acceleration, the principal amount that will be deemed to be outstanding will be the principal amount that would be declared to be due and payable upon a declaration of acceleration thereof at the time of such determination;
- in the case of any indexed security, the principal amount that will be deemed to be outstanding will be the principal face amount of the indexed security at original issuance;
- in the case of any debt security denominated in one or more foreign currency units, the principal amount that will be deemed to be outstanding will be the U.S. dollar equivalent based on the applicable exchange rate or rates at the time of sale; and
- any debt securities owned by us or any other obligor upon the debt securities or any of our or such other obligor's affiliates, will be disregarded and deemed not to be outstanding.

#### **Listing of the Notes**

The Notes are listed on the New York Stock Exchange under the following symbols:

2024 Notes: "COF24"

2029 Notes: "COF29"

#### **Governing Law**

The indenture is governed by, and construed in accordance with, the laws of the State of New York.

CAPITAL ONE FINANCIAL CORPORATION  
2004 Stock Incentive Plan  
Amended and Restated Performance Unit Award Agreement

No. of Performance Units at Target: 79,887

THIS PERFORMANCE UNIT AWARD AGREEMENT (this "Agreement"), originally granted on February 4, 2021 (the "Date of Grant") is hereby amended and restated as of November 2, 2023, between CAPITAL ONE FINANCIAL CORPORATION, a Delaware corporation ("Capital One" or the "Company"), and **Richard D. Fairbank** ("you"), is made pursuant and subject to the provisions of the Company's 2004 Stock Incentive Plan, as amended and restated (the "Plan") and all capitalized terms used herein that are defined in the Plan shall have the same meaning given them in the Plan unless they are otherwise defined herein. For purposes of this Agreement, "Employer" means the entity (i.e., Capital One, Subsidiary or Affiliate) that employs you.

WHEREAS, the Committee has determined that it would be in the best interests of the Company to amend the original grants of the performance units (the "Units") as provided herein to you pursuant to the Plan and the terms set forth herein;

WHEREAS, the Company and you are parties to a Performance Unit Award Agreement, dated as of February 4, 2021, which the Company now wishes to amend and restate; and

WHEREAS, Article 9 of the Plan provides for the award, from time to time, in the discretion of the Committee, of performance units, the vesting and issuance of which are subject to certain service, performance or other conditions.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

W I T N E S S E T H :

1. Grant of Performance Units. Capital One hereby grants to you an award of Units with a target award of **79,887** Units (the "Target Award"). The maximum payout for this award is 150% of the Target Award plus accrued dividends pursuant to Section 6. The Units shall vest and the underlying shares of common stock of Capital One, \$.01 par value per share (such underlying shares, the "Shares"), shall be issuable only in accordance with the provisions of this Agreement and of the Plan. The Units will not have voting rights.

2. Non-Transferability. Subject to the provisions of Section 3 and 13 hereof, the right to receive some or all of the Units and the Shares related thereto shall not be assignable or transferable, or otherwise alienated, pledged or hypothecated or otherwise encumbered under any circumstances. Any purported or attempted assignment, transfer, alienation, pledge, hypothecation or encumbrance of such rights or of the Units or the Shares related thereto prior to their issuance to you shall be null and void and shall result in the immediate forfeiture of such rights or Units, including the Shares related thereto, and cancellation of this Agreement.

3. Lapse of Restrictions.

(a) Vesting. Except as provided in Sections 3(b) and 3(c) below and to the extent not previously vested or forfeited as provided herein, the Units shall vest on a date as determined by the Committee after termination of the Performance Period (as defined below) and certification of performance by the Committee, but no later than March 15, 2024 (the "Date of Issuance"). On the Date of Issuance, the Units shall vest, and the Shares shall become issuable as determined based on the Company's Adjusted ROTCE and Growth of Tangible Book Value Per Share Plus

Common Dividends, each as defined on Appendix A, relative to the Peer Group, as defined on Appendix B, over a three-year performance period beginning on January 1, 2021 and ending on December 31, 2023 (the "Performance Period") as certified by the Committee following the end of the Performance Period. The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance shall be determined as set forth on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall be reduced in the event that Adjusted ROTCE for one or more fiscal years in the Performance Period is less than or equal to zero, as provided on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall also be subject to reduction in accordance with section 12 below.

With respect to any Units that have vested on the Date of Issuance, the Shares related thereto shall be issued to you, in settlement of such vested Units, on such Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award as provided in Section 6 below. All Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 3, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(b) Effect of Termination of Employment

(i) Upon termination of your employment with Capital One for any reason other than death, Disability or Retirement, as defined below, prior to the Date of Issuance, all Units shall immediately be forfeited (to the extent not previously vested or forfeited as provided herein).

(ii) Upon termination of your employment as a result of your death or Disability on or prior to December 31, 2023, a number of the Units equal to (1) the Target Award amount as specified above, or (2) following a Change of Control, the Time-Based Units as calculated in Section 3(c) below, shall immediately vest and the Shares shall be immediately issuable to you as soon as practicable following your death or Disability and in all events on or before the later of December 31 of the year of termination or 2.5 months following such termination. Upon your termination of employment as a result of your death or Disability on or after January 1, 2024, but prior to the Date of Issuance, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 3(a) above.

(iii) Notwithstanding any other provision in this Agreement, upon your Retirement, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 3(a) and 3(c).

(iv) Upon termination of your employment with Capital One for Cause, as defined herein, prior to the Date of Issuance, all Units shall be immediately forfeited (to the extent not previously vested or forfeited as provided herein).

(c) Effect of Change of Control. Upon a Change of Control, a number of Units shall, upon certification of performance by the Committee, convert into time-based restricted stock units (the "Time-Based Units") calculated based on a performance period from January 1, 2021 through the end of the fiscal quarter immediately preceding the closing date of the transaction giving rise to the Change of Control; and provided further that the Date of Issuance in such case shall be December 31, 2023 subject to either (1) your continued employment through such date or (2) your Retirement, pursuant to Section 3(b)(iii). Upon your termination of employment by Capital One without Cause or for Good Reason (each as defined below), in either case on or prior to the second anniversary of the occurrence of a Change of Control of Capital One and prior to the Date of Issuance with respect to the Time-Based Units, then notwithstanding anything herein to the contrary, all of the Time-Based Units shall vest and the Shares shall be issuable in full without restrictions on transferability immediately upon the occurrence of your termination of employment following such Change of Control (to the extent not previously vested or forfeited as provided herein) and such date shall be the Date of Issuance; provided, however, that if the Time-Based Units are considered deferred compensation under Section 409A of the Code and not exempt from Section 409A of the Code as a short-term deferral or otherwise, and you are a "specified employee," as defined in and pursuant to Reg. Section 1.409A 1(i) or any successor regulation, on the date of any such termination of employment without Cause or for Good Reason, you will not be entitled to such vesting earlier than the earlier of (i) the date which is six months from the date of your "separation from service" (as defined in Reg. Section 1.409A 1(h) or any successor regulation) as a result of such termination and (ii) your death.

With respect to any Time-Based Units that have vested, the Shares related thereto shall be issued to you, in settlement of such vested Time-Based Units, on the Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Time-Based Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 3, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(d) Definitions.

(i) For purposes of this Agreement, "Cause" shall mean (1) the willful and continued failure to perform substantially your duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness or following your delivery of a Notice of Termination for Good Reason), after a written demand for substantial performance is delivered to you by the Board or the Committee that specifically identifies the manner in which the Board or the Committee believes that you have not substantially performed your duties, or (2) the willful engaging by you in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company. No act, or failure to act, on the part of you shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Employer and is not publicly-traded, the board of directors (or equivalent management body) of the ultimate parent of the Employer (the "Applicable Board") or (B) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding you, if you are a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with your counsel, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, you are guilty of the conduct described in this Section 3(d)(i), and specifying the particulars thereof in detail.

(ii) For purposes of this Agreement, "Good Reason" shall mean (1) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (2) any failure by the Company to pay your compensation owed other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (3) the Company's requiring you (I) to be based at any office or location more than 35 miles from the office or location at which you were required to work as of the date of this Agreement or (II) to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the date the Change of Control occurs; or (4) any other action or inaction that constitutes a material breach by the Company of this Agreement or any employment agreement. For purposes of this Section 3(d)(ii) of this Agreement, any good faith determination of Good Reason made by you shall be conclusive. Your mental or physical incapacity following the occurrence of an event described above in clauses (1) through (4) shall not affect your ability to terminate employment for Good Reason.

(iii) Any termination by the Company for Cause, or by you for Good Reason, shall be communicated by Notice of Termination to the other party. "Notice of Termination" means a written notice that (1) indicates the specific termination provision in this Agreement relied upon, (2) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated, and (3) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 30 days after the giving of such notice). The failure by you or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of you or the Company, respectively, hereunder or preclude you or the Company, respectively, from asserting such fact or circumstance in enforcing your or the Company's respective rights hereunder.

(iv) "Date of Termination" means, if your employment is terminated by the Company for Cause, or by you for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be. You and the Company shall take all steps necessary to ensure that any termination described in this Section 3(d) constitutes a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

4. **Modification and Waiver.** Except as provided in the Plan with respect to determinations of the Board or the Committee and subject to the Committee's right to amend the Plan, neither this Agreement nor any provision hereof can be changed, modified, amended, discharged, terminated or waived orally or by any course of dealing or purported course of dealing, but only by an agreement in writing signed by you and Capital One; provided, that changes, modifications and amendments not detrimental to you may be made in writing signed only by Capital One. No such agreement shall extend to or affect any provision of this Agreement not expressly changed, modified, amended, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Agreement shall not be deemed to be a waiver or acquiescence in any other breach thereof.

5. **Tax Withholding.** If you become subject to withholding under applicable tax laws, you agree to pay Capital One the amount required to be withheld by one or more of the following methods:

(a) Capital One will automatically withhold the number of Shares having a Fair Market Value on the date the tax withholding obligation is to be determined equal to the amount required to be withheld (as determined pursuant to the Plan), rounded up to the nearest whole Share; or

(b) by such other methods as Capital One may make available from time to time.

6. **Dividends.** Dividends with respect to the Shares shall accrue beginning on January 1, 2021, through the applicable Date of Issuance when the Shares underlying the Units or Time-Based Units are delivered, at which time such accrued dividends shall be paid out in the form of additional shares of common stock of the Corporation based on the Fair Market Value of a share of the Company's common stock on the business day prior to the Date of Issuance. The accrued dividends that shall be paid out to you shall be only such amount that has accrued with respect to the Shares underlying the Units or Time-Based Units that vest on the Date of Issuance.

7. **Governing Law.** This Agreement shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and you hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Agreement. You and Capital One agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.

8. **Conflicts.** In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, except terms otherwise defined herein, the provisions of this Agreement shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

9. **Bound by Plan.** In consideration of the grant of the Units and the Shares, you agree that you will comply with such conditions as the Committee may impose on the Units and the Shares and be bound by the terms of the Plan.

10. **Employment Status.** This Agreement does not constitute a contract of employment nor does it alter your terminable at will status or otherwise guarantee future employment.

11. **Binding Effect.** This Agreement shall be binding upon, enforceable against, and inure to the benefit of you and your legatees, distributees and personal representatives, and Capital One and its successors and assigns.

12. **Clawbacks.** You agree that any Units, Shares or dividends awarded to you pursuant to this Agreement are subject to the Capital One Financial Corporation Compensation Recoupment Policy (as amended from time to time, the "Clawback Policy"). You agree and consent to the Company's application, implementation and enforcement of the Clawback Policy or any similar policy established by the Company that may apply to you, and you expressly agree that the Company may take such actions as are necessary to effectuate the Clawback Policy, any similar policy (as applicable to you) or applicable law without further consent or action being required by you.

13. **Mandatory Holding Requirement.**

(a) You agree that with respect to the Applicable Holding Shares you may not transfer, sell, pledge, hypothecate or otherwise dispose of such Applicable Holding Shares until the Holding Date; provided that the requirements set forth in this Section 13 shall immediately lapse and be of no further force and effect upon your death, Disability or termination of employment by Capital One without Cause or for Good Reason following a Change of Control, pursuant to Section 3(c).

(b) For purposes of this Section 13:

(i) "Applicable Holding Shares" means 50% of the Shares acquired hereunder (not including any Shares sold or retained by the Company or its designated agent to fund the payment of any tax withholding obligation, brokerage commission or fees payable in connection with the Shares) during your term of employment with the Company and during the one-year period after termination of your employment for any reason; and

(ii) "Holding Date" means the later of: (1) the first anniversary of the date of acquisition of any Applicable Holding Shares; or (2) until your stock ownership requirement is met, as determined by the Committee.

14. Data Protection. You consent to the collection, processing and transfer (including international transfer) of your personally identifiable data in connection with the grant of the Units and participation in the Plan.

15. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

16. Miscellaneous. In accepting the grant, you acknowledge and agree that:

(a) this Agreement is intended to comply with the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in a manner so as to comply therewith;

(b) your obligations under this Agreement shall survive any termination of your employment with the Company for any reason;

(c) any of the Company's rights or remedies under this Agreement shall be cumulative and in addition to whatever other remedies the Company may have under law or equity;

(d) any recovery by the Company under this Agreement will be a recovery of Shares to which you were not entitled under this Agreement and is not to be construed in any manner as a penalty;

(e) the Company may, to the maximum extent permitted by applicable law and Section 409A of the Code, retain for itself funds or securities otherwise payable to you pursuant to this Agreement to satisfy any obligation or debt that you owe to the Company, including any obligations hereunder. The Company may not retain such funds or securities until such time as they would otherwise be distributable to you in accordance with this Agreement;

(f) the Company reserves the right to impose other requirements on the Units, any Shares acquired pursuant to the Units, and your participation in the Plan, to the extent Capital One determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Units and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing; and

(g) Capital One from time to time distributes and makes available to associates disclosure documents, including a prospectus, relating to the Plan. You may also contact the HR

Help Center to obtain copies of the Plan disclosure documents and the Plan. You should carefully read the Plan disclosure documents and the Plan. By accepting the benefits of this Agreement you acknowledge receipt of the Plan and the Plan disclosure documents and agree to be bound by the terms of this Agreement and the Plan. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by Capital One or a third-party designated by Capital One.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

**CAPITAL ONE FINANCIAL CORPORATION**

By:

/s/ FrançoisLocoh-Donou

François Locoh-Donou  
Chair, Compensation Committee

**PARTICIPANT**

By: /s/ Richard D. Fairbank  
Richard D. Fairbank



## APPENDIX A

### PERFORMANCE SHARE METRICS AND PAYOUT

#### 1. *Company Performance Relative to Peer Group*

The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance pursuant to Section 3(a) shall be based on the Company's performance over the Performance Period, measured by two metrics weighted as follows:

- (a) **One-Third** of the Units (the "Adjusted ROTCE Tranche") shall become issuable as Shares based on the Adjusted ROTCE achieved by the Company over the Performance Period, relative to the Adjusted ROTCE achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Adjusted ROTCE Percentile"), such that:
- (i) If the Company's Adjusted ROTCE Percentile is 80th or higher, then 150% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (ii) If the Company's Adjusted ROTCE Percentile is 25th, then 40% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iii) If the Company's Adjusted ROTCE Percentile below 25th, then 0% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iv) If the Company's Adjusted ROTCE Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.
- "Adjusted ROTCE" means the ratio, expressed as a percentage, of (a) the Company's net income available to common stockholders, excluding, on a tax adjusted basis, the impact of impairment, amortization and re-measurement of intangible assets, to (b) the Company's average tangible common equity; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.
- (b) **Two-Thirds** of the Units (the "Growth of Tangible Book Value Per Share Plus Common Dividends Tranche") shall become issuable as Shares based on the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by the Company over the Performance Period, relative to the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Growth of Tangible Book Value Per Share Plus Common Dividends Percentile"), such that:
- (i) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 80th or higher, then 150% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.
  - (ii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 25th, then 40% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.

(iii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile below 25th, then 0% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.

(iv) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Growth of Tangible Book Value Per Share Plus Common Dividends" means the three year average of the ratios, expressed as a percentage, of (a) the Company's tangible book value per share at the end of each year within the Performance Period, plus total common dividends per share paid during such year, to (b) the Company's tangible book value per share at the beginning of each corresponding year within the Performance Period; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.

Subject to section 2 below, the total Shares issuable pursuant to this Agreement (the "Total Shares Earned") shall be equal to the sum of the Shares issuable pursuant to paragraphs (a) and (b) above.

## **2. Absolute Performance Modifier**

In the event that the Company's Adjusted ROTCE for one or more fiscal years in the Performance Period is less than or equal to zero, the Total Shares Earned shall be reduced as provided below:

- (a) If the Company's Adjusted ROTCE is less than or equal to zero for one fiscal year within the Performance Period, the Total Shares Earned shall be reduced by one-sixth;
- (b) If the Company's Adjusted ROTCE is less than or equal to zero for any two fiscal years within the Performance Period, the Total Shares Earned shall be reduced by one-third; and
- (c) If the Company's Adjusted ROTCE is less than or equal to zero for all three fiscal years within the Performance Period, the Total Shares Earned shall be forfeited in full.

**APPENDIX B**

**PEER GROUP**

The "Peer Group" shall consist of the companies listed below, which were the companies in the KBW Bank Index as of January 1, 2021, excluding custody banks. If during the Performance Period, one or more of the members of the Peer Group fails, files bankruptcy, enters into receivership, merges, engages in a spin-off, is sold, is delisted from the New York Stock Exchange or the National Association of Securities Dealers Automated Quotations or otherwise experiences a material change in its business activities, then the Committee may eliminate such company from the Peer Group or make other equitable adjustments regarding the Peer Group as it deems necessary or appropriate to prevent the enlargement or diminution of the rights of Participants, with any such changes having effect for purposes of the calculation of any award determination or calculations hereunder, including the determination of Adjusted ROTCE Percentile and Growth of Tangible Book Value Per Share Plus Common Dividends Percentile.

Bank of America  
CIT Group  
Citigroup  
Citizens Financial Group  
Comerica  
Fifth Third Bancorp  
First Horizon National Corporation  
First Republic  
Huntington Bancshares  
JP Morgan Chase  
KeyCorp  
M&T  
People's United  
PNC  
Regions  
SVB Financial  
Truist  
US Bancorp  
Wells Fargo  
Zions

CAPITAL ONE FINANCIAL CORPORATION  
2004 Stock Incentive Plan  
Amended and Restated Performance Unit Award Agreement

No. of Performance Units at Target: [#Units]

THIS PERFORMANCE UNIT AWARD AGREEMENT (this "Agreement"), originally granted on February 4, 2021 (the "Date of Grant") is hereby amended and restated as of November 2, 2023, between CAPITAL ONE FINANCIAL CORPORATION, a Delaware corporation ("Capital One" or the "Company"), and [Name] ("you"), is made pursuant and subject to the provisions of the Company's 2004 Stock Incentive Plan, as amended and restated (the "Plan") and all capitalized terms used herein that are defined in the Plan shall have the same meaning given them in the Plan unless they are otherwise defined herein. For purposes of this Agreement, "Employer" means the entity (i.e., Capital One, Subsidiary or Affiliate) that employs you.

WHEREAS, the Committee has determined that it would be in the best interests of the Company to amend the original grants of the performance units (the "Units") as provided herein to you pursuant to the Plan and the terms set forth herein;

WHEREAS, the Company and you are parties to a Performance Unit Award Agreement, dated as of February 4, 2021, which the Company now wishes to amend and restate; and

WHEREAS, Article 9 of the Plan provides for the award, from time to time, in the discretion of the Committee, of performance units, the vesting and issuance of which are subject to certain service, performance or other conditions.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

W I T N E S S E T H :

1. Grant of Performance Units. Capital One hereby grants to you an award of Units with a target award of [#Units] Units (the "Target Award"). The maximum payout for this award is 150% of the Target Award plus accrued dividends pursuant to Section 6. The Units shall vest and the underlying shares of common stock of Capital One, \$.01 par value per share (such underlying shares, the "Shares"), shall be issuable only in accordance with the provisions of this Agreement and of the Plan. The Units will not have voting rights.

2. Non-Transferability. Subject to the provisions of Section 3 and 13 hereof, the right to receive some or all of the Units and the Shares related thereto shall not be assignable or transferable, or otherwise alienated, pledged or hypothecated or otherwise encumbered under any circumstances. Any purported or attempted assignment, transfer, alienation, pledge, hypothecation or encumbrance of such rights or of the Units or the Shares related thereto prior to their issuance to you shall be null and void and shall result in the immediate forfeiture of such rights or Units, including the Shares related thereto, and cancellation of this Agreement.

3. Lapse of Restrictions.

(a) Vesting. Except as provided in Sections 3(b) and 3(c) below and to the extent not previously vested or forfeited as provided herein, the Units shall vest on a date as determined by the Committee after termination of the Performance Period (as defined below) and certification of performance by the Committee, but no later than March 15, 2024 (the "Date of Issuance"). On the Date of Issuance, the Units shall vest, and the Shares shall become issuable as determined

based on the Company's Adjusted ROTCE and Growth of Tangible Book Value Per Share Plus Common Dividends, each as defined on Appendix A, relative to the Peer Group, as defined on Appendix B, over a three-year performance period beginning on January 1, 2021 and ending on December 31, 2023 (the "Performance Period") as certified by the Committee following the end of the Performance Period. The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance shall be determined as set forth on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall be reduced in the event that Adjusted ROTCE for one or more fiscal years in the Performance Period is less than or equal to zero, as provided on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall also be subject to reduction in accordance with section 12 below.

With respect to any Units that have vested on the Date of Issuance, the Shares related thereto shall be issued to you, in settlement of such vested Units, on such Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 3, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(b) Effect of Termination of Employment

(i) Except as provided in Sections 3(b)(ii), 3(b)(iii), and 3(b)(iv), upon termination of your employment with Capital One for any reason prior to the Date of Issuance, all Units shall immediately be forfeited (to the extent not previously vested or forfeited as provided herein).

(ii) Upon termination of your employment as a result of your death or Disability on or prior to December 31, 2023, a number of the Units equal to (1) the Target Award amount as specified above, or (2) following a Change of Control, the Time-Based Units as calculated in Section 3(c) below, shall immediately vest and the Shares shall be immediately issuable to you as soon as practicable following your death or Disability and in all events on or before the later of December 31 of the year of termination or 2.5 months following such termination. Upon your termination of employment as a result of your death or Disability on or after January 1, 2024, but prior to the Date of Issuance, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 3(a) above.

(iii) Upon your Retirement, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 3(a) and 3(c).

(iv) Subject to Section 3(b)(v), upon termination of your employment by Capital One not for Cause on or before the Date of Issuance and prior to the occurrence of a Change of Control, the number of Units that will vest and the number of underlying Shares that will become issuable to you shall be as calculated in Section 3(a) as if a termination of employment had not occurred, subject to (A) your execution of a separation agreement and/or general release of claims within a period of time as required by Capital One (in a form as prescribed by Capital One, a "Release"), (B) such Release becoming effective and irrevocable in accordance with its terms and (C) your continued compliance with the terms of such Release through the Date of Issuance. If the Date of Issuance occurs prior to the expiration of the period of time Capital One provides you to sign the Release, you shall be entitled to vesting of the Units even if you have not yet executed the Release. For avoidance of doubt, such continued vesting shall immediately cease (and any Units shall be immediately forfeited) in the event that you violate the terms and conditions of the Release.

(v) Your right to continued vesting pursuant to Section 3(b)(iv) is expressly conditioned on your compliance with any and all restrictive covenant agreements or provisions to which you are a party with Capital One including, but not limited to, those with respect to non-competition, confidentiality and work product, non-solicitation of employees/no hire of employees, non-solicitation of customers, and garden transition period or leave (collectively, "Restrictive Covenant Agreements"). You understand and agree that any actual or threatened action by you in violation of any Restrictive Covenant Agreements shall forfeit your right to continued post-employment vesting as of the date of such actual or threatened action by you in violation of such Restrictive Covenant Agreement. You further understand and agree that any forfeiture of continued vesting rights under this Agreement, or waiver thereof, shall not limit Capital One's rights to pursue any and all legal and equitable remedies and damages available for your breach of the Restrictive Covenant Agreements under the terms of such agreements and applicable law, including but not limited to, injunctive relief, monetary damages, costs and fees.

(c) Effect of Change of Control. Upon a Change of Control, a number of Units shall, upon certification of performance by the Committee, convert into time-based restricted stock units (the "Time-Based Units") calculated based on a performance period from January 1, 2021 through the end of the fiscal quarter immediately preceding the closing date of the transaction giving rise to the Change of Control; and provided further that the Date of Issuance in such case shall be December 31, 2023 subject to either (1) your continued employment through such date or (2) your Retirement, pursuant to Section 3(b)(iii). Upon termination of your employment by Capital One without Cause or by you for Good Reason (each as defined below), in either case on or prior to the second anniversary of the occurrence of a Change of Control of Capital One and prior to the Date of Issuance with respect to the Time-Based Units, then notwithstanding anything herein to the contrary, all of the Time-Based Units shall vest and the Shares shall be issuable in full without restrictions on transferability immediately upon the occurrence of your termination of employment following such Change of Control (to the extent not previously vested or forfeited as provided herein) and such date shall be the Date of Issuance; provided, however, that if the Time-Based Units are considered deferred compensation under Section 409A of the Code and not exempt from Section 409A of the Code as a short-term deferral or otherwise, and you are a "specified employee," as defined in and pursuant to Reg. Section 1.409A 1(i) or any successor regulation, on the date of any such termination of employment without Cause or for Good Reason, you will not be entitled to such vesting earlier than the earlier of (i) the date which is six months from the date of your "separation from service" (as defined in Reg. Section 1.409A 1(h) or any successor regulation) as a result of such termination and (ii) your death.

With respect to any Time-Based Units that have vested, the Shares related thereto shall be issued to you, in settlement of such vested Time-Based Units, on the Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Time-Based Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 3, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(d) Definitions.

(i) For purposes of this Agreement, "Cause" shall mean (1) the willful and continued failure to perform substantially your duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness or following your delivery of a Notice of Termination for Good Reason), after a written demand for substantial performance is delivered to you by the Board or the Chief Executive Officer of the Company that specifically identifies the manner in which the Board or the Chief Executive Officer of the Company believes that you have not substantially performed your duties, or (2) the willful engaging by you in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company. No act, or failure to act, on the part of you shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Employer and is not publicly-traded, the board of directors (or equivalent management body) of the ultimate parent of the Employer (the "Applicable Board"), (B) the instructions of the Chief Executive Officer of the Company (unless you are the Chief Executive Officer at the time of any such instruction) or (C) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding you, if you are a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with your counsel, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, you are guilty of the conduct described in this Section 3(d)(i), and specifying the particulars thereof in detail.

(ii) For purposes of this Agreement, "Good Reason" shall mean (1) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (2) any failure by the Company to pay your compensation owed other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (3) the Company's requiring you (I) to be based at any office or location more than 35 miles from the office or location at which you were required to work as of the date of this Agreement or (II) to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the date the Change of Control occurs; or (4) any other action or inaction that constitutes a material breach by the Company of this Agreement or any employment agreement. For purposes of this Section 3(d)(ii) of this Agreement, any good faith determination of Good Reason made by you shall be conclusive. Your mental or physical incapacity following the occurrence of an event described above in clauses (1) through (4) shall not affect your ability to terminate employment for Good Reason.

(iii) Any termination by the Company for Cause, or by you for Good Reason, shall be communicated by Notice of Termination to the other party. "Notice of Termination" means a written notice that (1) indicates the specific termination provision in this Agreement relied upon, (2) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated, and (3) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 30 days after the giving of such notice). The failure by you or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of you or the Company, respectively, hereunder or preclude you or the Company, respectively, from asserting such fact or circumstance in enforcing your or the Company's respective rights hereunder.

(iv) "Date of Termination" means, if your employment is terminated by the Company for Cause, or by you for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be. You and the Company shall take all steps necessary to ensure that any termination described in this Section 3(d) constitutes a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

4. Modification and Waiver. Except as provided in the Plan with respect to determinations of the Board or the Committee and subject to the Committee's right to amend the Plan, neither this Agreement nor any provision hereof can be changed, modified, amended, discharged, terminated or waived orally or by any course of dealing or purported course of dealing, but only by an agreement in writing signed by you and Capital One; provided, that changes, modifications and amendments not detrimental to you may be made in writing signed only by Capital One. No such agreement shall extend to or affect any provision of this Agreement not expressly changed, modified, amended, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Agreement shall not be deemed to be a waiver or acquiescence in any other breach thereof.

5. Tax Withholding. If you become subject to withholding under applicable tax laws, you agree to pay Capital One the amount required to be withheld by one or more of the following methods:

(a) Capital One will automatically withhold the number of Shares having a Fair Market Value on the date the tax withholding obligation is to be determined equal to the amount required to be withheld (as determined pursuant to the Plan), rounded up to the nearest whole Share; or

(b) by such other methods as Capital One may make available from time to time.

6. Dividends. Dividends with respect to the Shares shall accrue beginning on January 1, 2021, through the applicable Date of Issuance when the Shares underlying the Units or Time-Based Units are delivered, at which time such accrued dividends shall be paid out in the form of additional shares of common stock of the Corporation based on the Fair Market Value of a share of the Company's common stock on the business day prior to the Date of Issuance. The accrued dividends that shall be paid out to you shall be only such amount that has accrued with respect to the Shares underlying the Units or Time-Based Units that vest on the Date of Issuance.

7. Governing Law. This Agreement shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and you hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Agreement. You and Capital One agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.



8. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, except terms otherwise defined herein, the provisions of this Agreement shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

9. Bound by Plan. In consideration of the grant of the Units and the Shares, you agree that you will comply with such conditions as the Committee may impose on the Units and the Shares and be bound by the terms of the Plan.

10. Employment Status. This Agreement does not constitute a contract of employment nor does it alter your terminable at will status or otherwise guarantee future employment.

11. Binding Effect. This Agreement shall be binding upon, enforceable against, and inure to the benefit of you and your legatees, distributees and personal representatives, and Capital One and its successors and assigns.

12. Clawbacks. You agree that any Units, Shares or dividends awarded to you pursuant to this Agreement are subject to the Capital One Financial Corporation Compensation Recoupment Policy (as amended from time to time, the "Clawback Policy"). You agree and consent to the Company's application, implementation and enforcement of the Clawback Policy or any similar policy established by the Company that may apply to you, and you expressly agree that the Company may take such actions as are necessary to effectuate the Clawback Policy, any similar policy (as applicable to you) or applicable law without further consent or action being required by you.

13. Mandatory Holding Requirement.

(a) You agree that with respect to the Applicable Holding Shares you may not transfer, sell, pledge, hypothecate or otherwise dispose of such Applicable Holding Shares until the Holding Date; provided that the requirements set forth in this Section 13 shall immediately lapse and be of no further force and effect upon your death, Disability or termination of employment by Capital One without Cause or by you for Good Reason following a Change of Control, pursuant to Section 3(c).

(b) For purposes of this Section 13:

(i) "Applicable Holding Shares" means 50% of the Shares acquired hereunder (not including any Shares sold or retained by the Company or its designated agent to fund the payment of any tax withholding obligation, brokerage commission or fees payable in connection with the Shares) during your term of employment with the Company and during the one-year period after termination of your employment for any reason; and

(ii) "Holding Date" means the later of: (1) the first anniversary of the date of acquisition of any Applicable Holding Shares; or (2) until your stock ownership requirement is met, as determined by the Committee.

14. Data Protection. You consent to the collection, processing and transfer (including international transfer) of your personally identifiable data in connection with the grant of the Units and participation in the Plan.

15. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall,

as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

16. Miscellaneous. In accepting the grant, you acknowledge and agree that:

- (a) this Agreement is intended to comply with the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in a manner so as to comply therewith;
- (b) your obligations under this Agreement shall survive any termination of your employment with the Company for any reason;
- (c) any of the Company's rights or remedies under this Agreement shall be cumulative and in addition to whatever other remedies the Company may have under law or equity;
- (d) any recovery by the Company under this Agreement will be a recovery of Shares to which you were not entitled under this Agreement and is not to be construed in any manner as a penalty;
- (e) the Company may, to the maximum extent permitted by applicable law and Section 409A of the Code, retain for itself funds or securities otherwise payable to you pursuant to this Agreement to satisfy any obligation or debt that you owe to the Company, including any obligations hereunder. The Company may not retain such funds or securities until such time as they would otherwise be distributable to you in accordance with this Agreement;
- (f) the Company reserves the right to impose other requirements on the Units, any Shares acquired pursuant to the Units, and your participation in the Plan, to the extent Capital One determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Units and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing; and
- (g) Capital One from time to time distributes and makes available to associates disclosure documents, including a prospectus, relating to the Plan. You may also contact the HR Help Center to obtain copies of the Plan disclosure documents and the Plan. You should carefully read the Plan disclosure documents and the Plan. By accepting the benefits of this Agreement you acknowledge receipt of the Plan and the Plan disclosure documents and agree to be bound by the terms of this Agreement and the Plan. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by Capital One or a third-party designated by Capital One.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

**CAPITAL ONE FINANCIAL CORPORATION**

By:

\_\_\_\_\_  
Kaitlin Haggerty  
Chief Human Resources Officer

**PARTICIPANT**

By: SIGNED BY ELECTRONIC SIGNATURE  
[Name]

**BY ELECTRONICALLY ACCEPTING THE AWARD, YOU AGREE THAT (i) SUCH ACCEPTANCE CONSTITUTES YOUR ELECTRONIC SIGNATURE IN EXECUTION OF THIS AGREEMENT; (ii) YOU AGREE TO BE BOUND BY THE PROVISIONS OF THE PLAN AND THE AGREEMENT; (iii) YOU HAVE REVIEWED THE PLAN AND THE AGREEMENT IN THEIR ENTIRETY, HAVE HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO ACCEPTING THE AWARD AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THE PLAN AND THE AGREEMENT; (iv) YOU HAVE BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE U.S. PROSPECTUS FOR THE PLAN; AND (v) YOU HEREBY AGREE TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE UPON ANY QUESTIONS ARISING UNDER THE PLAN AND THE AGREEMENT.**

\*\*\*\*\*

## APPENDIX A

### PERFORMANCE SHARE METRICS AND PAYOUT

#### 1. *Company Performance Relative to Peer Group*

The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance pursuant to Section 3(a) shall be based on the Company's performance over the Performance Period, measured by two metrics weighted as follows:

- (a) **One-Third** of the Units (the "Adjusted ROTCE Tranche") shall become issuable as Shares based on the Adjusted ROTCE achieved by the Company over the Performance Period, relative to the Adjusted ROTCE achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Adjusted ROTCE Percentile"), such that:
  - (i) If the Company's Adjusted ROTCE Percentile is 80th or higher, then 150% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (ii) If the Company's Adjusted ROTCE Percentile is 25th, then 40% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iii) If the Company's Adjusted ROTCE Percentile below 25th, then 0% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iv) If the Company's Adjusted ROTCE Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Adjusted ROTCE" means the ratio, expressed as a percentage, of (a) the Company's net income available to common stockholders, excluding, on a tax adjusted basis, the impact of impairment, amortization and re-measurement of intangible assets, to (b) the Company's average tangible common equity; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.

- (b) **Two-Thirds** of the Units (the "Growth of Tangible Book Value Per Share Plus Common Dividends Tranche") shall become issuable as Shares based on the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by the Company over the Performance Period, relative to the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Growth of Tangible Book Value Per Share Plus Common Dividends Percentile"), such that:
  - (i) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 80th or higher, then 150% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.
  - (ii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 25th, then 40% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.
  - (iii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile below 25th, then 0% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.

(iv) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Growth of Tangible Book Value Per Share Plus Common Dividends" means the three year average of the ratios, expressed as a percentage, of (a) the Company's tangible book value per share at the end of each year within the Performance Period, plus total common dividends per share paid during such year, to (b) the Company's tangible book value per share at the beginning of each corresponding year within the Performance Period; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.

Subject to section 2 below, the total Shares issuable pursuant to this Agreement (the "Total Shares Earned") shall be equal to the sum of the Shares issuable pursuant to paragraphs (a) and (b) above.

## **2. Absolute Performance Modifier**

In the event that the Company's Adjusted ROTCE for one or more fiscal years in the Performance Period is less than or equal to zero, the Total Shares Earned shall be reduced as provided below:

- (a) If the Company's Adjusted ROTCE is less than or equal to zero for one fiscal year within the Performance Period, the Total Shares Earned shall be reduced by one-sixth;
- (b) If the Company's Adjusted ROTCE is less than or equal to zero for any two fiscal years within the Performance Period, the Total Shares Earned shall be reduced by one-third; and
- (c) If the Company's Adjusted ROTCE is less than or equal to zero for all three fiscal years within the Performance Period, the Total Shares Earned shall be forfeited in full.

## APPENDIX B

### PEER GROUP

The "Peer Group" shall consist of the companies listed below, which were the companies in the KBW Bank Index as of January 1, 2021, excluding custody banks. If during the Performance Period, one or more of the members of the Peer Group fails, files bankruptcy, enters into receivership, merges, engages in a spin-off, is sold, is delisted from the New York Stock Exchange or the National Association of Securities Dealers Automated Quotations or otherwise experiences a material change in its business activities, then the Committee may eliminate such company from the Peer Group or make other equitable adjustments regarding the Peer Group as it deems necessary or appropriate to prevent the enlargement or diminution of the rights of Participants, with any such changes having effect for purposes of the calculation of any award determination or calculations hereunder, including the determination of Adjusted ROTCE Percentile and Growth of Tangible Book Value Per Share Plus Common Dividends Percentile.

Bank of America  
CIT Group  
Citigroup  
Citizens Financial Group  
Comerica  
Fifth Third Bancorp  
First Horizon National Corporation  
First Republic  
Huntington Bancshares  
JP Morgan Chase  
KeyCorp  
M&T  
People's United  
PNC  
Regions  
SVB Financial  
Truist  
US Bancorp  
Wells Fargo  
Zions

CAPITAL ONE FINANCIAL CORPORATION  
2004 Stock Incentive Plan  
Amended and Restated Performance Unit Award Agreement

No. of Performance Units at Target: 26,629

THIS PERFORMANCE UNIT AWARD AGREEMENT (this "Agreement"), originally granted on February 4, 2021 (the "Date of Grant") is hereby amended and restated as of November 2, 2023, between CAPITAL ONE FINANCIAL CORPORATION, a Delaware corporation ("Capital One" or the "Company"), and **Richard D. Fairbank** ("you"), is made pursuant and subject to the provisions of the Company's 2004 Stock Incentive Plan, as amended and restated (the "Plan") and all capitalized terms used herein that are defined in the Plan shall have the same meaning given them in the Plan unless they are otherwise defined herein. For purposes of this Agreement, "Employer" means the entity (i.e., Capital One, Subsidiary or Affiliate) that employs you.

WHEREAS, the Committee has determined that it would be in the best interests of the Company to amend the original grants of the performance units (the "Units") as provided herein to you pursuant to the Plan and the terms set forth herein;

WHEREAS, the Company and you are parties to a Performance Unit Award Agreement, dated as of February 4, 2021, which the Company now wishes to amend and restate; and

WHEREAS, Article 9 of the Plan provides for the award, from time to time, in the discretion of the Committee, of performance units, the vesting and issuance of which are subject to certain service, performance or other conditions.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

W I T N E S S E T H :

1. Grant of Performance Units. Capital One hereby grants to you an award of Units with a target award of **26,629** Units (the "Target Award"). The maximum payout for this award is 150% of the Target Award plus accrued dividends pursuant to Section 6. The Units shall vest and the underlying shares of common stock of Capital One, \$.01 par value per share (such underlying shares, the "Shares"), shall be issuable only in accordance with the provisions of this Agreement and of the Plan. The Units will not have voting rights.

2. Non-Transferability. Subject to the provisions of Section 3 and 13 hereof, the right to receive some or all of the Units and the Shares related thereto shall not be assignable or transferable, or otherwise alienated, pledged or hypothecated or otherwise encumbered under any circumstances. Any purported or attempted assignment, transfer, alienation, pledge, hypothecation or encumbrance of such rights or of the Units or the Shares related thereto prior to their issuance to you shall be null and void and shall result in the immediate forfeiture of such rights or Units, including the Shares related thereto, and cancellation of this Agreement.

3. Lapse of Restrictions.

(a) Vesting. Except as provided in Sections 3(b) and 3(c) below and to the extent not previously vested or forfeited as provided herein, the Units shall vest on a date as determined by the Committee after termination of the Performance Period (as defined below) and certification of performance by the Committee, but no later than March 15, 2024 (the "Date of Issuance"). On the Date of Issuance, the Units shall vest, and the Shares shall become issuable as determined

based on the Company's TSR, as defined on Appendix A, relative to the Peer Group, as defined on Appendix B, over a three-year performance period beginning on January 1, 2021 and ending on December 31, 2023 (the "Performance Period") as certified by the Committee following the end of the Performance Period. The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance shall be determined as set forth on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall also be subject to reduction in accordance with section 12 below.

With respect to any Units that have vested on the Date of Issuance, the Shares related thereto shall be issued to you, in settlement of such vested Units, on such Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award as provided in Section 6 below. All Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 3, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(b) Effect of Termination of Employment

(i) Upon termination of your employment with Capital One for any reason other than death, Disability or Retirement, as defined below, prior to the Date of Issuance, all Units shall immediately be forfeited (to the extent not previously vested or forfeited as provided herein).

(ii) Upon termination of your employment as a result of your death or Disability on or prior to December 31, 2023, a number of the Units equal to (1) the Target Award amount as specified above, or (2) following a Change of Control, the Time-Based Units as calculated in Section 3(c) below, shall immediately vest and the Shares shall be immediately issuable to you as soon as practicable following your death or Disability and in all events on or before the later of December 31 of the year of termination or 2.5 months following such termination. Upon your termination of employment as a result of your death or Disability on or after January 1, 2024, but prior to the Date of Issuance, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 3(a) above.

(iii) Notwithstanding any other provision in this Agreement, upon your Retirement, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 3(a) and 3(c).

(iv) Upon termination of your employment with Capital One for Cause, as defined herein, prior to the Date of Issuance, all Units shall be immediately forfeited (to the extent not previously vested or forfeited as provided herein).



(c) Effect of Change of Control. Upon a Change of Control, a number of Units shall, upon certification of performance by the Committee, convert into time-based restricted stock units (the "Time-Based Units") calculated based on a performance period from January 1, 2021 through the end of the fiscal quarter immediately preceding the closing date of the transaction giving rise to the Change of Control; and provided further that the Date of Issuance in such case shall be December 31, 2023 subject to either (1) your continued employment through such date or (2) your Retirement, pursuant to Section 3(b)(iii). Upon your termination of employment by Capital One without Cause or for Good Reason (each as defined below), in either case on or prior to the second anniversary of the occurrence of a Change of Control of Capital One and prior to the Date of Issuance with respect to the Time-Based Units, then notwithstanding anything herein to the contrary, all of the Time-Based Units shall vest and the Shares shall be issuable in full without restrictions on transferability immediately upon the occurrence of your termination of employment following such Change of Control (to the extent not previously vested or forfeited as provided herein) and such date shall be the Date of Issuance; provided, however, that if the Time-Based Units are considered deferred compensation under Section 409A of the Code and not exempt from Section 409A of the Code as a short-term deferral or otherwise, and you are a "specified employee," as defined in and pursuant to Reg. Section 1.409A 1(i) or any successor regulation, on the date of any such termination of employment without Cause or for Good Reason, you will not be entitled to such vesting earlier than the earlier of (i) the date which is six months from the date of your "separation from service" (as defined in Reg. Section 1.409A 1(h) or any successor regulation) as a result of such termination and (ii) your death.

With respect to any Time-Based Units that have vested, the Shares related thereto shall be issued to you, in settlement of such vested Time-Based Units, on the Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Time-Based Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 3, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(d) Definitions.

(i) For purposes of this Agreement, "Cause" shall mean (1) the willful and continued failure to perform substantially your duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness or following your delivery of a Notice of Termination for Good Reason), after a written demand for substantial performance is delivered to you by the Board or the Committee that specifically identifies the manner in which the Board or the Committee believes that you have not substantially performed your duties, or (2) the willful engaging by you in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company. No act, or failure to act, on the part of you shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Employer and is not publicly-traded, the board of directors (or equivalent management body) of the ultimate parent of the Employer (the "Applicable Board") or (B) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding you, if you are a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with your counsel, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, you are guilty of the conduct described in this Section 3(d)(i), and specifying the particulars thereof in detail.

(ii) For purposes of this Agreement, "Good Reason" shall mean (1) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (2) any failure by the Company to pay your compensation owed other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (3) the Company's requiring you (I) to be based at any office or location more than 35 miles from the office or location at which you were required to work as of the date of this Agreement or (II) to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the date the Change of Control occurs; or (4) any other action or inaction that constitutes a material breach by the Company of this Agreement or any employment agreement. For purposes of this Section 3(d)(ii) of this Agreement, any good faith determination of Good Reason made by you shall be conclusive. Your mental or physical incapacity following the occurrence of an event described above in clauses (1) through (4) shall not affect your ability to terminate employment for Good Reason.

(iii) Any termination by the Company for Cause, or by you for Good Reason, shall be communicated by Notice of Termination to the other party. "Notice of Termination" means a written notice that (1) indicates the specific termination provision in this Agreement relied upon, (2) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated, and (3) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 30 days after the giving of such notice). The failure by you or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of you or the Company, respectively, hereunder or preclude you or the Company, respectively, from asserting such fact or circumstance in enforcing your or the Company's respective rights hereunder.

(iv) "Date of Termination" means, if your employment is terminated by the Company for Cause, or by you for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be. You and the Company shall take all steps necessary to ensure that any termination described in this Section 3(d) constitutes a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

4. **Modification and Waiver.** Except as provided in the Plan with respect to determinations of the Board or the Committee and subject to the Committee's right to amend the Plan, neither this Agreement nor any provision hereof can be changed, modified, amended, discharged, terminated or waived orally or by any course of dealing or purported course of dealing, but only by an agreement in writing signed by you and Capital One; provided, that changes, modifications and amendments not detrimental to you may be made in writing signed only by Capital One. No such agreement shall extend to or affect any provision of this Agreement not expressly changed, modified, amended, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Agreement shall not be deemed to be a waiver or acquiescence in any other breach thereof.

5. **Tax Withholding.** If you become subject to withholding under applicable tax laws, you agree to pay Capital One the amount required to be withheld by one or more of the following methods:

(a) Capital One will automatically withhold the number of Shares having a Fair Market Value on the date the tax withholding obligation is to be determined equal to the amount required to be withheld (as determined pursuant to the Plan), rounded up to the nearest whole Share; or

(b) by such other methods as Capital One may make available from time to time.

6. Dividends. Dividends with respect to the Shares shall accrue beginning on January 1, 2021, through the applicable Date of Issuance when the Shares underlying the Units or Time-Based Units are delivered, at which time such accrued dividends shall be paid out in the form of additional shares of common stock of the Corporation based on the Fair Market Value of a share of the Company's common stock on the business day prior to the Date of Issuance. The accrued dividends that shall be paid out to you shall be only such amount that has accrued with respect to the Shares underlying the Units or Time-Based Units that vest on the Date of Issuance.

7. Governing Law. This Agreement shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and you hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Agreement. You and Capital One agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.

8. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, except terms otherwise defined herein, the provisions of this Agreement shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

9. Bound by Plan. In consideration of the grant of the Units and the Shares, you agree that you will comply with such conditions as the Committee may impose on the Units and the Shares and be bound by the terms of the Plan.

10. Employment Status. This Agreement does not constitute a contract of employment nor does it alter your terminable at will status or otherwise guarantee future employment.

11. Binding Effect. This Agreement shall be binding upon, enforceable against, and inure to the benefit of you and your legatees, distributees and personal representatives, and Capital One and its successors and assigns.

12. Clawback. You agree that any Units, Shares or dividends awarded to you pursuant to this Agreement are subject to the Capital One Financial Corporation Compensation Recoupment Policy (as amended from time to time, the "Clawback Policy"). You agree and consent to the Company's application, implementation and enforcement of the Clawback Policy or any similar policy established by the Company that may apply to you, and you expressly agree that the Company may take such actions as are necessary to effectuate the Clawback Policy, any similar policy (as applicable to you) or applicable law without further consent or action being required by you.

13. Mandatory Holding Requirement.

(a) You agree that with respect to the Applicable Holding Shares you may not transfer, sell, pledge, hypothecate or otherwise dispose of such Applicable Holding Shares until the Holding Date; provided that the requirements set forth in this Section 13 shall immediately lapse and be of no further force and effect upon your death, Disability or termination of employment by Capital One without Cause or for Good Reason following a Change of Control, pursuant to Section 3(c).

(b) For purposes of this Section 13:

(i) "Applicable Holding Shares" means 50% of the Shares acquired hereunder (not including any Shares sold or retained by the Company or its designated agent to fund the payment of any tax withholding obligation, brokerage commission or fees payable in connection with the Shares) during your term of employment with the Company and during the one-year period after termination of your employment for any reason; and

(ii) "Holding Date" means the later of: (1) the first anniversary of the date of acquisition of any Applicable Holding Shares; or (2) until your stock ownership requirement is met, as determined by the Committee.

14. Data Protection. You consent to the collection, processing and transfer (including international transfer) of your personally identifiable data in connection with the grant of the Units and participation in the Plan.

15. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

16. Miscellaneous. In accepting the grant, you acknowledge and agree that:

(a) this Agreement is intended to comply with the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in a manner so as to comply therewith;

(b) your obligations under this Agreement shall survive any termination of your employment with the Company for any reason;

(c) any of the Company's rights or remedies under this Agreement shall be cumulative and in addition to whatever other remedies the Company may have under law or equity;

(d) any recovery by the Company under this Agreement will be a recovery of Shares to which you were not entitled under this Agreement and is not to be construed in any manner as a penalty;

(e) the Company may, to the maximum extent permitted by applicable law and Section 409A of the Code, retain for itself funds or securities otherwise payable to you pursuant to this Agreement to satisfy any obligation or debt that you owe to the Company, including any obligations hereunder. The Company may not retain such funds or securities until such time as they would otherwise be distributable to you in accordance with this Agreement;

(f) the Company reserves the right to impose other requirements on the Units, any Shares acquired pursuant to the Units, and your participation in the Plan, to the extent Capital One determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Units and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing; and

(g) Capital One from time to time distributes and makes available to associates disclosure documents, including a prospectus, relating to the Plan. You may also contact the HR

Help Center to obtain copies of the Plan disclosure documents and the Plan. You should carefully read the Plan disclosure documents and the Plan. By accepting the benefits of this Agreement you acknowledge receipt of the Plan and the Plan disclosure documents and agree to be bound by the terms of this Agreement and the Plan. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by Capital One or a third-party designated by Capital One.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

**CAPITAL ONE FINANCIAL CORPORATION**

By:

/s/ François Locoh-Donou  
François Locoh-Donou  
Chair, Compensation Committee

**PARTICIPANT**

By: /s/ Richard D. Fairbank  
Richard D. Fairbank

APPENDIX A

PERFORMANCE SHARE METRICS AND PAYOUT

*Company Total Shareholder Return Relative to Peer Group*

The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance pursuant to Section 3(a) shall be based on the Company's Total Shareholder Return relative to the Peer Group on Appendix B over the Performance Period, using a metric calculated as follows:

The Units shall become issuable as Shares based on the TSR achieved by the Company over the Performance Period, relative to the TSR achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Relative TSR Percentile"), such that:

- (i) If the Company's Relative TSR Percentile is 80th or higher, then 150% of the Units shall be issuable as Shares.
- (ii) If the Company's Relative TSR Percentile is 25th, then 40% of the Units shall be issuable as Shares.
- (iii) If the Company's Relative TSR Percentile below 25th, then 0% of the Units shall be issuable as Shares.
- (iv) If the Company's Relative TSR Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Total Shareholder Return" or "TSR" means the change in the value of the applicable common stock over the Performance Period, taking into account the reinvestment of common dividends on the ex-dividend date. The calculation of the stock price appreciation component of TSR = (Ending Stock Price – Beginning Stock Price)/Beginning Stock Price.

"Beginning Stock Price" means the average Stock Price for the 20 trading days immediately preceding the first day of the Performance Period.

"Ending Stock Price" means the average Stock Price for the 20 trading days immediately preceding and including the last day of the Performance Period.

"Stock Price" means the closing price for the day as reported on the applicable exchange or market.

**APPENDIX B**

**PEER GROUP**

The "Peer Group" shall consist of the companies listed below, which were the companies in the KBW Bank Index as of January 1, 2021, excluding custody banks. If during the Performance Period, one or more of the members of the Peer Group fails, files bankruptcy, or enters into receivership, then such company shall continue to be treated as a member of the Peer Group for the Performance Period but shall be placed at the bottom of the Peer Group for purposes of determining the Relative TSR Percentile. If during the Performance Period, one or more members of the Peer Group merges, engages in a spin-off, is sold, is delisted from the New York Stock Exchange or the National Association of Securities Dealers Automated Quotations or otherwise experiences a material change in its business activities, then the Committee may eliminate such company from the Peer Group or make other equitable adjustments regarding the Peer Group as it deems necessary or appropriate. In any of these events, the Committee may make such equitable adjustments as it deems necessary or appropriate to prevent the enlargement or diminution of the rights of Participants, with any such changes having effect for purposes of any award determination or calculations hereunder, including the determination of TSR and Relative TSR Percentile.

Bank of America  
CIT Group  
Citigroup  
Citizens Financial Group  
Comerica  
Fifth Third Bancorp  
First Horizon National Corporation  
First Republic  
Huntington Bancshares  
JP Morgan Chase  
KeyCorp  
M&T  
People's United  
PNC  
Regions  
SVB Financial  
Truist  
US Bancorp  
Wells Fargo  
Zions



CAPITAL ONE FINANCIAL CORPORATION  
2004 Stock Incentive Plan  
Amended and Restated Performance Unit Award Agreement

No. of Performance Units at Target: 92,050

THIS PERFORMANCE UNIT AWARD AGREEMENT (this "Agreement"), originally granted on February 3, 2022 (the "Date of Grant") is hereby amended and restated as of November 2, 2023, between CAPITAL ONE FINANCIAL CORPORATION, a Delaware corporation ("Capital One" or the "Company"), and **Richard D. Fairbank** ("you"), is made pursuant and subject to the provisions of the Company's 2004 Stock Incentive Plan, as amended and restated (the "Plan") and all capitalized terms used herein that are defined in the Plan shall have the same meaning given to them in the Plan unless otherwise defined herein. For purposes of this Agreement, "Employer" means the entity (i.e., Capital One, Subsidiary or Affiliate) that employs you.

WHEREAS, the Committee has determined that it would be in the best interests of the Company to amend the original grants of the performance units (the "Units") as provided herein to you pursuant to the Plan and the terms set forth herein;

WHEREAS, the Company and you are parties to a Performance Unit Award Agreement, dated as of February 3, 2022, which the Company now wishes to amend and restate; and

WHEREAS, Article 9 of the Plan provides for the award, from time to time, in the discretion of the Committee, of performance units, the vesting and issuance of which are subject to certain service, performance or other conditions.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

W I T N E S S E T H :

1. Grant of Performance Units. Capital One hereby grants to you an award of Units with a target award of **92,050** Units (the "Target Award"). The maximum payout for this award is 150% of the Target Award plus accrued dividends pursuant to Section 6. The Units shall vest and the underlying shares of common stock of Capital One, \$.01 par value per share (such underlying shares, the "Shares"), shall be issuable only in accordance with the provisions of this Agreement and of the Plan.

2. Lapse of Restrictions.

(a) Vesting. Except as provided in Sections 2(b) and 2(c) below and to the extent not previously vested or forfeited as provided herein, the Units shall vest on a date as determined by the Committee after termination of the Performance Period (as defined below) and certification of performance by the Committee, but no later than March 15, 2025 (the "Date of Issuance"). On the Date of Issuance, the Units shall vest, and the Shares shall become issuable as determined based on the Company's Adjusted ROTCE and Growth of Tangible Book Value Per Share Plus Common Dividends, each as defined on Appendix A, relative to the Peer Group, as defined on Appendix B, over a three-year performance period beginning on January 1, 2022 and ending on December 31, 2024 (the "Performance Period") as certified by the Committee following the end of the Performance Period. The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance shall be determined as set forth on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall be reduced in the event that Adjusted ROTCE for one or more fiscal years in the

Performance Period is less than or equal to zero, as provided on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall also be subject to reduction in accordance with section 12 below.

With respect to any Units that have vested on the Date of Issuance, the Shares related thereto shall be issued to you, in settlement of such vested Units, on such Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award as provided in Section 6 below. All Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(b) Effect of Termination of Employment

(i) Upon termination of your employment with Capital One for any reason other than death, Disability or Retirement, as defined below, prior to the Date of Issuance, all Units shall immediately be forfeited (to the extent not previously vested or forfeited as provided herein). For the avoidance of doubt, a transfer of employment to an affiliate of Capital One shall not constitute a termination of employment for purposes of this Section 2(b).

(ii) Upon termination of your employment as a result of your death or Disability on or prior to December 31, 2024, a number of the Units equal to (1) the Target Award amount as specified above, or (2) following a Change of Control, the Time-Based Units as calculated in Section 2(c) below, shall immediately vest and the Shares shall be immediately issuable to you as soon as practicable following your death or Disability and in all events on or before the later of December 31 of the year of termination or 2.5 months following such termination. Upon your termination of employment as a result of your death or Disability on or after January 1, 2025, but prior to the Date of Issuance, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) above.

(iii) Notwithstanding any other provision in this Agreement, upon your Retirement, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) and 2(c).

(iv) Upon termination of your employment with Capital One for Cause, as defined herein, prior to the Date of Issuance, all Units shall be immediately forfeited (to the extent not previously vested or forfeited as provided herein).

(c) **Effect of Change of Control.** Upon a Change of Control, a number of Units shall, upon certification of performance by the Committee, convert into time-based restricted stock units (the "Time-Based Units") (as may be adjusted in accordance with Section 4.4 of the Plan) calculated based on a performance period from January 1, 2022 through the end of the fiscal quarter immediately preceding the closing date of the transaction giving rise to the Change of Control; and provided further that the Date of Issuance in such case shall be December 31, 2024 subject to either (1) your continued employment through such date or (2) your Retirement, pursuant to Section 2(b)(iii). Upon your termination of employment by Capital One without Cause or for Good Reason (each as defined below), in either case on or prior to the second anniversary of the occurrence of a Change of Control of Capital One and prior to the Date of Issuance with respect to the Time-Based Units, then notwithstanding anything herein to the contrary, all of the Time-Based Units shall vest and the Shares shall be issuable in full without restrictions on transferability immediately upon the occurrence of your termination of employment following such Change of Control (to the extent not previously vested or forfeited as provided herein) and such date shall be the Date of Issuance; provided, however, that if the Time-Based Units are considered deferred compensation under Section 409A of the Code and not exempt from Section 409A of the Code as a short-term deferral or otherwise, and you are a "specified employee," as defined in and pursuant to Reg. Section 1.409A 1(i) or any successor regulation, on the date of any such termination of employment without Cause or for Good Reason, you will not be entitled to such vesting prior to the earlier of (i) the date which is six months from the date of your "separation from service" (as defined in Reg. Section 1.409A 1(h) or any successor regulation) as a result of such termination and (ii) your death.

With respect to any Time-Based Units that have vested, the Shares related thereto shall be issued to you, in settlement of such vested Time-Based Units, on the Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Time-Based Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(d) **Definitions.**

(i) For purposes of this Agreement, "Cause" shall mean (1) the willful and continued failure to perform substantially your duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness or following your delivery of a Notice of Termination (as defined below) for Good Reason), after a written demand for substantial performance is delivered to you by the Board or the Committee that specifically identifies the manner in which the Board or the Committee believes that you have not substantially performed your duties, or (2) the willful engaging by you in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company. No act, or failure to act, on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Employer and is not publicly-traded, the board of directors (or equivalent management body) of the ultimate parent of the Employer (the "Applicable Board") or (B) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding you, if you are a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with your counsel, to be heard before the Applicable Board),

finding that, in the good faith opinion of the Applicable Board, you are guilty of the conduct described in this Section 2(d)(i), and specifying the particulars thereof in detail.

(ii) For purposes of this Agreement, "Good Reason" shall mean (1) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (2) any failure by the Company to pay you compensation owed other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (3) the Company's requiring you (I) to be based at any office or location more than 35 miles from the office or location at which you were required to work as of the date of this Agreement or (II) to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the date the Change of Control occurs; or (4) any other action or inaction that constitutes a material breach by the Company of this Agreement or any employment agreement. For purposes of this Section 2(d)(ii) of this Agreement, any good faith determination of Good Reason made by you shall be conclusive. Your mental or physical incapacity following the occurrence of an event described above in clauses (1) through (4) shall not affect your ability to terminate employment for Good Reason.

(iii) Any termination by the Company for Cause, or by you for Good Reason, shall be communicated by Notice of Termination to the other party. "Notice of Termination" means a written notice that (1) indicates the specific termination provision in this Agreement relied upon, (2) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated, and (3) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 30 days after the giving of such notice). The failure by you or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of you or the Company, respectively, hereunder or preclude you or the Company, respectively, from asserting such fact or circumstance in enforcing your or the Company's respective rights hereunder.

(iv) "Date of Termination" means, if your employment is terminated by the Company for Cause, or by you for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be. You and the Company shall take all steps necessary to ensure that any termination described in this Section 2(d) constitutes a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

3. Non-Transferability. Subject to the provisions of Section 2 and 14 hereof, the right to receive some or all of the Units and the Shares related thereto shall not be assignable or transferable, or otherwise alienated, pledged or hypothecated or otherwise encumbered under any circumstances. Any purported or attempted assignment, transfer, alienation, pledge, hypothecation or encumbrance of such rights or of the Units or the Shares related thereto prior to their issuance to you shall be null and void and shall result in the immediate forfeiture of such rights or Units, including the Shares related thereto, and cancellation of this Agreement.

4. Modification and Waiver. Except as provided in the Plan with respect to determinations of the Board or the Committee and subject to the Committee's right to amend the Plan, neither this Agreement nor any provision hereof can be changed, modified, amended, discharged, terminated or waived orally or by any course of dealing or purported course of dealing, but only by an agreement in writing signed by you and Capital One; provided, that changes, modifications and amendments not detrimental to you may be made in writing signed only by Capital One. No such agreement shall extend to or affect any provision of this Agreement not expressly changed, modified, amended, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Agreement shall not be deemed to be a waiver or acquiescence in any other breach thereof.

5. Tax Withholding. If you become subject to withholding under applicable tax laws, you agree to pay Capital One the amount required to be withheld by one or more of the following methods:

(a) Capital One will automatically withhold the number of Shares having a Fair Market Value on the date the tax withholding obligation is to be determined equal to the amount required to be withheld (as determined pursuant to the Plan), rounded up to the nearest whole Share; or

(b) by such other methods as Capital One may make available from time to time.

6. Dividends. Dividends with respect to the Shares shall accrue beginning on January 1, 2022, through the applicable Date of Issuance when the Shares underlying the Units or Time-Based Units are delivered, at which time such accrued dividends shall be paid out in the form of additional shares of common stock of the Corporation based on the Fair Market Value of a share of the Company's common stock on the business day prior to the Date of Issuance. The accrued dividends that shall be paid out to you shall be only such amount that has accrued with respect to the Shares underlying the Units or Time-Based Units that vest on the Date of Issuance.

7. Governing Law. This Agreement shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and you hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Agreement. You and Capital One agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.

8. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, except as provided otherwise herein, the provisions of this Agreement shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

9. Bound by Plan. In consideration of the grant of the Units and the Shares, you agree that you will comply with such conditions as the Committee may impose on the Units and the Shares and be bound by the terms of the Plan.

10. Employment Status. This Agreement does not constitute a contract of employment nor does it alter your terminable at will status or otherwise guarantee future employment.

11. Binding Effect. This Agreement shall be binding upon, enforceable against, and inure to the benefit of you and your legatees, distributees and personal representatives, and Capital One and its successors and assigns.

12. Clawbacks. You agree that any Units, Shares or dividends awarded to you pursuant to this Agreement are subject to the Capital One Financial Corporation Compensation Recoupment Policy (as amended from time to time, the "Clawback Policy"). You agree and consent to the Company's application, implementation and enforcement of the Clawback Policy or any similar policy established by the Company that may apply to you, and you expressly agree that the Company may take such actions as

are necessary to effectuate the Clawback Policy, any similar policy (as applicable to you) or applicable law without further consent or action being required by you.

13. Rights as a Stockholder. You shall have no rights of a stockholder with respect to the shares of Common Stock represented by Units, including, but not limited to, the right to vote and to receive dividends, unless and until such shares of Common Stock are transferred to you pursuant to the Plan and this Agreement.

14. Mandatory Holding Requirement.

(a) You agree that with respect to the Applicable Holding Shares you may not transfer, sell, pledge, hypothecate or otherwise dispose of such Applicable Holding Shares until the Holding Date; provided that the requirements set forth in this Section 14 shall immediately lapse and be of no further force and effect upon your death, Disability or termination of employment by Capital One without Cause or for Good Reason following a Change of Control, pursuant to Section 2(c).

(b) For purposes of this Section 14:

(i) "Applicable Holding Shares" means 50% of the Shares acquired hereunder (not including any Shares sold or retained by the Company or its designated agent to fund the payment of any tax withholding obligation, brokerage commission or fees payable in connection with the Shares) during your term of employment with the Company and during the one-year period after termination of your employment for any reason; and

(ii) "Holding Date" means the later of: (1) the first anniversary of the date of acquisition of any Applicable Holding Shares; or (2) until your stock ownership requirement is met, as determined by the Committee.

15. Data Protection. You consent to the collection, processing and transfer (including international transfer) of your personally identifiable data in connection with the grant of the Units and participation in the Plan.

16. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

18. Miscellaneous. In accepting the grant, you acknowledge and agree that:

(a) this Agreement is intended to comply with the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in a manner so as to comply therewith;

(b) your obligations under this Agreement shall survive any termination of your employment with the Company for any reason;

(c) any of the Company's rights or remedies under this Agreement shall be cumulative and in addition to whatever other remedies the Company may have under law or equity;

(d) any recovery by the Company under this Agreement will be a recovery of Shares to which you were not entitled under this Agreement and is not to be construed in any manner as a penalty;

(e) the Company may, to the maximum extent permitted by applicable law and Section 409A of the Code, retain for itself funds or securities otherwise payable to you pursuant to this Agreement to satisfy any obligation or debt that you owe to the Company, including any obligations hereunder. The Company may not retain such funds or securities until such time as they would otherwise be distributable to you in accordance with this Agreement;

(f) the Company reserves the right to impose other requirements on the Units, any Shares acquired pursuant to the Units, and your participation in the Plan, to the extent Capital One determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Units and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing; and

(g) Capital One from time to time distributes and makes available to associates disclosure documents, including a prospectus, relating to the Plan. You may also contact the HR Help Center to obtain copies of the Plan disclosure documents and the Plan. You should carefully read the Plan disclosure documents and the Plan. By accepting the benefits of this Agreement you acknowledge receipt of the Plan and the Plan disclosure documents and agree to be bound by the terms of this Agreement and the Plan. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by Capital One or a third-party designated by Capital One.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

**CAPITAL ONE FINANCIAL CORPORATION**

By:

/s/ François Locoh-Donou  
François Locoh-Donou  
Chair, Compensation Committee

**PARTICIPANT**

By: /s/ Richard D. Fairbank  
Richard D. Fairbank

BY ELECTRONICALLY ACCEPTING THE AWARD, YOU AGREE THAT (i) SUCH ACCEPTANCE CONSTITUTES YOUR ELECTRONIC SIGNATURE IN EXECUTION OF THIS AGREEMENT; (ii) YOU AGREE TO BE BOUND BY THE PROVISIONS OF THE PLAN, THIS AGREEMENT AND THE ADDENDUM; (iii) YOU HAVE REVIEWED THE PLAN, THIS AGREEMENT AND THE ADDENDUM IN THEIR ENTIRETY, HAVE HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO ACCEPTING THE AWARD AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THE PLAN, THIS AGREEMENT AND THE ADDENDUM; (iv) YOU HAVE BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE U.S. PROSPECTUS FOR THE PLAN; AND (v) YOU HEREBY AGREE TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE UPON ANY QUESTIONS ARISING UNDER THE PLAN, THIS AGREEMENT AND THE ADDENDUM.

\* \* \* \* \*



## APPENDIX A

### PERFORMANCE SHARE METRICS AND PAYOUT

#### 1. *Company Performance Relative to Peer Group*

The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance pursuant to Section 2(a) shall be based on the Company's performance over the Performance Period, measured by two metrics weighted as follows:

- (a) **One-Third** of the Units (the "Adjusted ROTCE Tranche") shall become issuable as Shares based on the Adjusted ROTCE achieved by the Company over the Performance Period, relative to the Adjusted ROTCE achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Adjusted ROTCE Percentile"), such that:
- (i) If the Company's Adjusted ROTCE Percentile is 80th or higher, then 150% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (ii) If the Company's Adjusted ROTCE Percentile is 25th, then 40% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iii) If the Company's Adjusted ROTCE Percentile below 25th, then 0% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iv) If the Company's Adjusted ROTCE Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.
- "Adjusted ROTCE" means the ratio, expressed as a percentage, of (a) the Company's net income available to common stockholders, excluding, on a tax adjusted basis, the impact of impairment, amortization and re-measurement of intangible assets, to (b) the Company's average tangible common equity; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.
- (b) **Two-Thirds** of the Units (the "Growth of Tangible Book Value Per Share Plus Common Dividends Tranche") shall become issuable as Shares based on the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by the Company over the Performance Period, relative to the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Growth of Tangible Book Value Per Share Plus Common Dividends Percentile"), such that:
- (i) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 80th or higher, then 150% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.
  - (ii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 25th, then 40% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.

(iii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile below 25th, then 0% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.

(iv) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Growth of Tangible Book Value Per Share Plus Common Dividends" means the three year average of the ratios, expressed as a percentage, of (a) the Company's tangible book value per share at the end of each year within the Performance Period, plus total common dividends per share paid during such year, to (b) the Company's tangible book value per share at the beginning of each corresponding year within the Performance Period; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.

Subject to section 2 below, the total Shares issuable pursuant to this Agreement (the "Total Shares Earned") shall be equal to the sum of the Shares issuable pursuant to paragraphs (a) and (b) above.

## **2. Absolute Performance Modifier**

In the event that the Company's Adjusted ROTCE for one or more fiscal years in the Performance Period is less than or equal to zero, the Total Shares Earned shall be reduced as provided below:

- (a) If the Company's Adjusted ROTCE is less than or equal to zero for one fiscal year within the Performance Period, the Total Shares Earned shall be reduced by one-sixth;
- (b) If the Company's Adjusted ROTCE is less than or equal to zero for any two fiscal years within the Performance Period, the Total Shares Earned shall be reduced by one-third; and
- (c) If the Company's Adjusted ROTCE is less than or equal to zero for all three fiscal years within the Performance Period, the Total Shares Earned shall be forfeited in full.

**APPENDIX B**

**PEER GROUP**

The "Peer Group" shall consist of the companies listed below, which were the companies in the KBW Bank Index as of January 1, 2022, excluding custody banks. If during the Performance Period, one or more of the members of the Peer Group fails, files bankruptcy, enters into receivership, merges, engages in a spin-off, is sold, is delisted from the New York Stock Exchange or the National Association of Securities Dealers Automated Quotations or otherwise experiences a material change in its business activities, then the Committee may eliminate such company from the Peer Group or make other equitable adjustments regarding the Peer Group as it deems necessary or appropriate to prevent the enlargement or diminution of the rights of Participants, with any such changes having effect for purposes of the calculation of any award determination or calculations hereunder, including the determination of Adjusted ROTCE Percentile and Growth of Tangible Book Value Per Share Plus Common Dividends Percentile.

Bank of America  
Citigroup  
Citizens Financial Group  
Comerica  
Fifth Third Bancorp  
First Horizon National Corporation  
First Republic  
Huntington Bancshares  
JP Morgan Chase  
KeyCorp  
M&T Bank Corp  
New York Community Bank  
PNC  
Regions  
Signature Bank  
SVB Financial  
Truist  
US Bancorp  
Wells Fargo  
Zions Bancorp

CAPITAL ONE FINANCIAL CORPORATION  
Amended and Restated 2004 Stock Incentive Plan  
Performance Unit Award Agreement

No. of Performance Units at Target: [# Units]

THIS PERFORMANCE UNIT AWARD AGREEMENT (this "Agreement"), originally granted on February 3, 2022, (the "Date of Grant") is hereby amended and restated as of November 2, 2023, between CAPITAL ONE FINANCIAL CORPORATION, a Delaware corporation ("Capital One" or the "Company"), and [Name] ("you"), is made pursuant and subject to the provisions of the Company's 2004 Stock Incentive Plan, as amended and restated (the "Plan") and all capitalized terms used herein that are defined in the Plan shall have the same meaning given to them in the Plan unless otherwise defined herein. For purposes of this Agreement, "Employer" means the entity (i.e., Capital One, Subsidiary or Affiliate) that employs you.

WHEREAS, the Committee has determined that it would be in the best interests of the Company to amend the original grants of the performance units (the "Units") as provided herein to you pursuant to the Plan and the terms set forth herein;

WHEREAS, the Company and you are parties to a Performance Unit Award Agreement, dated as of February 3, 2022, which the Company now wishes to amend and restate; and

WHEREAS, Article 9 of the Plan provides for the award, from time to time, in the discretion of the Committee, of performance units, the vesting and issuance of which are subject to certain service, performance or other conditions.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

W I T N E S S E T H :

1. Grant of Performance Units. Capital One hereby grants to you an award of Units with a target award of [# Units] Units (the "Target Award"). The maximum payout for this award is 150% of the Target Award plus accrued dividends pursuant to Section 6. The Units shall vest and the underlying shares of common stock of Capital One, \$.01 par value per share (such underlying shares, the "Shares"), shall be issuable only in accordance with the provisions of this Agreement and of the Plan.

2. Lapse of Restrictions.

(a) Vesting. Except as provided in Sections 2(b) and 2(c) below and to the extent not previously vested or forfeited as provided herein, the Units shall vest on a date as determined by the Committee after termination of the Performance Period (as defined below) and certification of performance by the Committee, but no later than March 15, 2025 (the "Date of Issuance"). On the Date of Issuance, the Units shall vest, and the Shares shall become issuable as determined based on the Company's Adjusted ROTCE and Growth of Tangible Book Value Per Share Plus Common Dividends, each as defined on Appendix A, relative to the Peer Group, as defined on Appendix B, over a three-year performance period beginning on January 1, 2022 and ending on December 31, 2024 (the "Performance Period") as certified by the Committee following the end of the Performance Period. The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance shall be determined as set forth on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall be reduced in the event that Adjusted ROTCE for one or more fiscal years in the Performance Period is less than or equal to zero, as provided on Appendix A. The number of

Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall also be subject to reduction in accordance with section 12 below.

With respect to any Units that have vested on the Date of Issuance, the Shares related thereto shall be issued to you, in settlement of such vested Units, on such Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(b) Effect of Termination of Employment

(i) Except as provided in Sections 2(b)(ii), 2(b)(iii), and 2(b)(iv), upon termination of your employment with Capital One for any reason prior to the Date of Issuance, all Units shall immediately be forfeited (to the extent not previously vested or forfeited as provided herein). For the avoidance of doubt, a transfer of employment to an affiliate of Capital One shall not constitute a termination of employment for purposes of this Section 2(b).

(ii) Upon termination of your employment as a result of your death or Disability on or prior to December 31, 2024, a number of the Units equal to (1) the Target Award amount as specified above, or (2) following a Change of Control, the Time-Based Units as calculated in Section 2(c) below, shall immediately vest and the Shares shall be immediately issuable to you as soon as practicable following your death or Disability and in all events on or before the later of December 31 of the year of termination or 2.5 months following such termination. Upon your termination of employment as a result of your death or Disability on or after January 1, 2025, but prior to the Date of Issuance, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) above.

(iii) Upon your Retirement, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) and 2(c).

(iv) Subject to Section 2(b)(v), upon termination of your employment by Capital One not for Cause on or before the Date of Issuance and prior to the occurrence of a Change of Control, the number of Units that will vest and the number of underlying Shares that will become issuable to you shall be as calculated in Section 2(a) as if a termination of employment had not occurred, subject to (A) your execution of a separation agreement and/or general release of claims within a period of time as required by Capital One (in a form as prescribed by Capital One, a "Release"), (B) such Release becoming effective and irrevocable in accordance with its terms and (C) your continued compliance with the terms of such Release through the Date of Issuance. If the Date of Issuance occurs prior to the expiration of the period of time Capital One provides you to sign the Release, you shall be entitled to vesting of the Units even if you have not yet executed the Release. For avoidance of doubt, such continued vesting shall immediately cease (and any Units shall be immediately forfeited) in the event that you violate the terms and conditions of the Release.

(v) Your right to continued vesting pursuant to Section 2(b)(iv) is expressly conditioned on your compliance with any and all restrictive covenant agreements or provisions to which you are a party with Capital One including, but not limited to, those with respect to non-competition, confidentiality and work product, non-solicitation of employees/no hire of employees, non-solicitation of customers, and garden transition period or leave (collectively, "Restrictive Covenant Agreements"). You understand and agree that any actual or threatened action by you in violation of any Restrictive Covenant Agreements shall forfeit your right to continued post-employment vesting as of the date of such actual or threatened action by you in violation of such Restrictive Covenant Agreement. You further understand and agree that any forfeiture of continued vesting rights under this Agreement, or waiver thereof, shall not limit Capital One's rights to pursue any and all legal and equitable remedies and damages available for your breach of the Restrictive Covenant Agreements under the terms of such agreements and applicable law, including but not limited to, injunctive relief, monetary damages, costs and fees.

(c) **Effect of Change of Control.** Upon a Change of Control, a number of Units shall, upon certification of performance by the Committee, convert into time-based restricted stock units (the "Time-Based Units") (as may be adjusted in accordance with Section 4.4 of the Plan) calculated based on a performance period from January 1, 2022 through the end of the fiscal quarter immediately preceding the closing date of the transaction giving rise to the Change of Control; and provided further that the Date of Issuance in such case shall be December 31, 2024 subject to either (1) your continued employment through such date or (2) your Retirement, pursuant to Section 2(b)(iii). Upon termination of your employment by Capital One without Cause or by you for Good Reason (each as defined below), in either case on or prior to the second anniversary of the occurrence of a Change of Control of Capital One and prior to the Date of Issuance with respect to the Time-Based Units, then notwithstanding anything herein to the contrary, all of the Time-Based Units shall vest and the Shares shall be issuable in full without restrictions on transferability immediately upon the occurrence of your termination of employment following such Change of Control (to the extent not previously vested or forfeited as provided herein) and such date shall be the Date of Issuance; provided, however, that if the Time-Based Units are considered deferred compensation under Section 409A of the Code and not exempt from Section 409A of the Code as a short-term deferral or otherwise, and you are a "specified employee," as defined in and pursuant to Reg. Section 1.409A 1(i) or any successor regulation, on the date of any such termination of employment without Cause or for Good Reason, you will not be entitled to such vesting prior to the earlier of (i) the date which is six months from the date of your "separation from service" (as defined in Reg. Section 1.409A 1(h) or any successor regulation) as a result of such termination and (ii) your death.

With respect to any Time-Based Units that have vested, the Shares related thereto shall be issued to you, in settlement of such vested Time-Based Units, on the Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Time-Based Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(d) **Definitions.**

(i) For purposes of this Agreement, "Cause" shall mean (1) the willful and continued failure to perform substantially your duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness or following your delivery of a Notice of Termination (as defined below) for Good Reason), after a written demand for substantial performance is delivered to you by the Board or the Chief Executive Officer of the Company that specifically identifies the manner in which the Board or the Chief Executive Officer of the Company believes that you have not substantially performed your duties, or (2) the willful engaging by you in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company. No act, or failure to act, on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Employer and is not publicly-traded, the board of directors (or equivalent management body) of the ultimate parent of the Employer (the "Applicable Board"), (B) the instructions of the Chief Executive Officer of the Company (unless you are the Chief Executive Officer at the time of any such instruction) or (C) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding you, if you are a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with your counsel, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, you are guilty of the conduct described in this Section 2(d)(i), and specifying the particulars thereof in detail.

(ii) For purposes of this Agreement, "Good Reason" shall mean (1) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (2) any failure by the Company to pay your compensation owed other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (3) the Company's requiring you (I) to be based at any office or location more than 35 miles from the office or location at which you were required to work as of the date of this Agreement or (II) to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the date the Change of Control occurs; or (4) any other action or inaction that constitutes a material breach by the Company of this Agreement or any employment agreement. For purposes of this Section 2(d)(ii) of this Agreement, any good faith determination of Good Reason made by you shall be conclusive. Your mental or physical incapacity following the occurrence of an event described above in clauses (1) through (4) shall not affect your ability to terminate employment for Good Reason.

(iii) Any termination by the Company for Cause, or by you for Good Reason, shall be communicated by Notice of Termination to the other party. "Notice of Termination" means a written notice that (1) indicates the specific termination provision in this Agreement relied upon, (2) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated, and (3) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 30 days after the giving of such notice). The failure by you or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of you or the Company, respectively, hereunder or preclude you or the Company, respectively, from asserting such fact or circumstance in enforcing your or the Company's respective rights hereunder.

(iv) "Date of Termination" means, if your employment is terminated by the Company for Cause, or by you for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be. You and the Company shall take all steps necessary to ensure that any termination described in this Section 2(d) constitutes a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

3. **Non-Transferability.** Subject to the provisions of Section 2 and 14 hereof, the right to receive some or all of the Units and the Shares related thereto shall not be assignable or transferable, or otherwise alienated, pledged or hypothecated or otherwise encumbered under any circumstances. Any purported or attempted assignment, transfer, alienation, pledge, hypothecation or encumbrance of such rights or of the Units or the Shares related thereto prior to their issuance to you shall be null and void and shall result in the immediate forfeiture of such rights or Units, including the Shares related thereto, and cancellation of this Agreement.

4. **Modification and Waiver.** Except as provided in the Plan with respect to determinations of the Board or the Committee and subject to the Committee's right to amend the Plan, neither this Agreement nor any provision hereof can be changed, modified, amended, discharged, terminated or waived orally or by any course of dealing or purported course of dealing, but only by an agreement in writing signed by you and Capital One; provided, that changes, modifications and amendments not detrimental to you may be made in writing signed only by Capital One. No such agreement shall extend to or affect any provision of this Agreement not expressly changed, modified, amended, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Agreement shall not be deemed to be a waiver or acquiescence in any other breach thereof.

5. **Tax Withholding.** If you become subject to withholding under applicable tax laws, you agree to pay Capital One the amount required to be withheld by one or more of the following methods:

(a) Capital One will automatically withhold the number of Shares having a Fair Market Value on the date the tax withholding obligation is to be determined equal to the amount required to be withheld (as determined pursuant to the Plan), rounded up to the nearest whole Share; or

(b) by such other methods as Capital One may make available from time to time.

6. **Dividends.** Dividends with respect to the Shares shall accrue beginning on January 1, 2022, through the applicable Date of Issuance when the Shares underlying the Units or Time-Based Units are delivered, at which time such accrued dividends shall be paid out in the form of additional shares of common stock of the Company based on the Fair Market Value of a share of the Company's common stock on the business day prior to the Date of Issuance. The accrued dividends that shall be paid out to you shall be only such amount that has accrued with respect to the Shares underlying the Units or Time-Based Units that vest on the Date of Issuance.



7. Governing Law. This Agreement shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and you hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Agreement. You and Capital One agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.

8. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, except as provided otherwise herein, the provisions of this Agreement shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

9. Bound by Plan. In consideration of the grant of the Units and the Shares, you agree that you will comply with such conditions as the Committee may impose on the Units and the Shares and be bound by the terms of the Plan.

10. Employment Status. This Agreement does not constitute a contract of employment nor does it alter your terminable at will status or otherwise guarantee future employment.

11. Binding Effect. This Agreement shall be binding upon, enforceable against, and inure to the benefit of you and your legatees, distributees and personal representatives, and Capital One and its successors and assigns.

12. Clawbacks. You agree that any Units, Shares or dividends awarded to you pursuant to this Agreement are subject to the Capital One Financial Corporation Compensation Recoupment Policy (as amended from time to time, the "Clawback Policy"). You agree and consent to the Company's application, implementation and enforcement of the Clawback Policy or any similar policy established by the Company that may apply to you, and you expressly agree that the Company may take such actions as are necessary to effectuate the Clawback Policy, any similar policy (as applicable to you) or applicable law without further consent or action being required by you.

13. Rights as a Stockholder. You shall have no rights of a stockholder with respect to the shares of Common Stock represented by Units, including, but not limited to, the right to vote and to receive dividends, unless and until such shares of Common Stock are transferred to you pursuant to the Plan and this Agreement.

14. Mandatory Holding Requirement.

(a) You agree that with respect to the Applicable Holding Shares you may not transfer, sell, pledge, hypothecate or otherwise dispose of such Applicable Holding Shares until the Holding Date; provided that the requirements set forth in this Section 14 shall immediately lapse and be of no further force and effect upon your death, Disability or termination of employment by Capital One without Cause or by you for Good Reason following a Change of Control, pursuant to Section 2(c).

(b) For purposes of this Section 14:

(i) "Applicable Holding Shares" means 50% of the Shares acquired hereunder (not including any Shares sold or retained by the Company or its designated agent to fund the payment of any tax withholding obligation, brokerage commission or fees payable in connection with the Shares) during your term of employment with the Company and during the one-year period after termination of your employment for any reason; and

(ii) "Holding Date" means the later of: (1) the first anniversary of the date of acquisition of any Applicable Holding Shares; or (2) until your stock ownership requirement is met, as determined by the Committee.

15. Data Protection. You consent to the collection, processing and transfer (including international transfer) of your personally identifiable data in connection with the grant of the Units and participation in the Plan.

16. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

18. Miscellaneous. In accepting the grant, you acknowledge and agree that:

(a) this Agreement is intended to comply with the applicable requirements of Section 409A of the Code as it relates to U.S. taxpayers and shall be limited, construed and interpreted in a manner so as to comply therewith;

(b) your obligations under this Agreement shall survive any termination of your employment with the Company for any reason;

(c) any of the Company's rights or remedies under this Agreement shall be cumulative and in addition to whatever other remedies the Company may have under law or equity;

(d) any recovery by the Company under this Agreement will be a recovery of Shares to which you were not entitled under this Agreement and is not to be construed in any manner as a penalty;

(e) the Company may, to the maximum extent permitted by applicable law and Section 409A of the Code as it relates to U.S. taxpayers, retain for itself funds or securities otherwise payable to you pursuant to this Agreement to satisfy any obligation or debt that you owe to the Company, including any obligations hereunder. The Company may not retain such funds or securities until such time as they would otherwise be distributable to you in accordance with this Agreement;

(f) the Company reserves the right to impose other requirements on the Units, any Shares acquired pursuant to the Units, and your participation in the Plan, to the extent Capital One determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Units and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing; and

(g) Capital One from time to time distributes and makes available to associates disclosure documents, including a prospectus, relating to the Plan. You may also contact the HR Help Center to obtain copies of the Plan disclosure documents and the Plan. You should carefully read the Plan disclosure documents and the Plan. By accepting the benefits of this Agreement you acknowledge receipt of the Plan and the Plan disclosure documents and agree to be bound by the terms of this Agreement and the Plan. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or

electronic system established and maintained by Capital One or a third-party designated by Capital One.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

**CAPITAL ONE FINANCIAL CORPORATION**

By:

\_\_\_\_\_  
Kaitlin Haggerty  
Chief Human Resources Officer

**PARTICIPANT**

By: SIGNED BY ELECTRONIC SIGNATURE  
[Name]

**BY ELECTRONICALLY ACCEPTING THE AWARD, YOU AGREE THAT (i) SUCH ACCEPTANCE CONSTITUTES YOUR ELECTRONIC SIGNATURE IN EXECUTION OF THIS AGREEMENT; (ii) YOU AGREE TO BE BOUND BY THE PROVISIONS OF THE PLAN AND THIS AGREEMENT; (iii) YOU HAVE REVIEWED THE PLAN AND THIS AGREEMENT IN THEIR ENTIRETY, HAVE HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO ACCEPTING THE AWARD AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THE PLAN AND THIS AGREEMENT; (iv) YOU HAVE BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE PROSPECTUS FOR THE PLAN; AND (v) YOU HEREBY AGREE TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE UPON ANY QUESTIONS ARISING UNDER THE PLAN AND THIS AGREEMENT.**

\*\*\*\*\*

## APPENDIX A

### PERFORMANCE SHARE METRICS AND PAYOUT

#### 1. *Company Performance Relative to Peer Group*

The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance pursuant to Section 2(a) shall be based on the Company's performance over the Performance Period, measured by two metrics weighted as follows:

- (a) **One-Third** of the Units (the "Adjusted ROTCE Tranche") shall become issuable as Shares based on the Adjusted ROTCE achieved by the Company over the Performance Period, relative to the Adjusted ROTCE achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Adjusted ROTCE Percentile"), such that:
- (i) If the Company's Adjusted ROTCE Percentile is 80th or higher, then 150% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (ii) If the Company's Adjusted ROTCE Percentile is 25th, then 40% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iii) If the Company's Adjusted ROTCE Percentile below 25th, then 0% of the Adjusted ROTCE Tranche shall be issuable as Shares.

(iv) If the Company's Adjusted ROTCE Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Adjusted ROTCE" means the ratio, expressed as a percentage, of (a) the Company's net income available to common stockholders, excluding, on a tax adjusted basis, the impact of impairment, amortization and re-measurement of intangible assets, to (b) the Company's average tangible common equity; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.

- (b) **Two-Thirds** of the Units (the "Growth of Tangible Book Value Per Share Plus Common Dividends Tranche") shall become issuable as Shares based on the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by the Company over the Performance Period, relative to the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Growth of Tangible Book Value Per Share Plus Common Dividends Percentile"), such that:
- (i) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 80th or higher, then 150% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.
  - (ii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 25th, then 40% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.
  - (iii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile below 25th, then 0% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.

(iv) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Growth of Tangible Book Value Per Share Plus Common Dividends" means the three year average of the ratios, expressed as a percentage, of (a) the Company's tangible book value per share at the end of each year within the Performance Period, plus total common dividends per share paid during such year, to (b) the Company's tangible book value per share at the beginning of each corresponding year within the Performance Period; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.

Subject to section 2 below, the total Shares issuable pursuant to this Agreement (the "Total Shares Earned") shall be equal to the sum of the Shares issuable pursuant to paragraphs (a) and (b) above.

## **2. *Absolute Performance Modifier***

In the event that the Company's Adjusted ROTCE for one or more fiscal years in the Performance Period is less than or equal to zero, the Total Shares Earned shall be reduced as provided below:

- (a) If the Company's Adjusted ROTCE is less than or equal to zero for one fiscal year within the Performance Period, the Total Shares Earned shall be reduced by one-sixth;
- (b) If the Company's Adjusted ROTCE is less than or equal to zero for any two fiscal years within the Performance Period, the Total Shares Earned shall be reduced by one-third; and
- (c) If the Company's Adjusted ROTCE is less than or equal to zero for all three fiscal years within the Performance Period, the Total Shares Earned shall be forfeited in full.

## APPENDIX B

### PEER GROUP

The "Peer Group" shall consist of the companies listed below, which were the companies in the KBW Bank Index as of January 1, 2022, excluding custody banks. If during the Performance Period, one or more of the members of the Peer Group fails, files bankruptcy, enters into receivership, merges, engages in a spin-off, is sold, is delisted from the New York Stock Exchange or the National Association of Securities Dealers Automated Quotations or otherwise experiences a material change in its business activities, then the Committee may eliminate such company from the Peer Group or make other equitable adjustments regarding the Peer Group as it deems necessary or appropriate to prevent the enlargement or diminution of the rights of Participants, with any such changes having effect for purposes of the calculation of any award determination or calculations hereunder, including the determination of Adjusted ROTCE Percentile and Growth of Tangible Book Value Per Share Plus Common Dividends Percentile.

Bank of America  
Citigroup  
Citizens Financial Group  
Comerica  
Fifth Third Bancorp  
First Horizon National Corporation  
First Republic  
Huntington Bancshares  
JP Morgan Chase  
KeyCorp  
M&T Bank Corp  
New York Community Bank  
PNC  
Regions  
Signature Bank  
SVB Financial  
Truist  
US Bancorp  
Wells Fargo  
Zions Bancorp

CAPITAL ONE FINANCIAL CORPORATION  
2004 Stock Incentive Plan  
Amended and Restated Performance Unit Award Agreement

No. of Performance Units at Target: 30,684

THIS PERFORMANCE UNIT AWARD AGREEMENT (this "Agreement"), originally granted on February 3, 2022 (the "Date of Grant") is hereby amended and restated as of November 2, 2023, between CAPITAL ONE FINANCIAL CORPORATION, a Delaware corporation ("Capital One" or the "Company"), and **Richard D. Fairbank** ("you"), is made pursuant and subject to the provisions of the Company's 2004 Stock Incentive Plan, as amended and restated (the "Plan") and all capitalized terms used herein that are defined in the Plan shall have the same meaning given to them in the Plan unless otherwise defined herein. For purposes of this Agreement, "Employer" means the entity (i.e., Capital One, Subsidiary or Affiliate) that employs you.

WHEREAS, the Committee has determined that it would be in the best interests of the Company to amend the original grants of the performance units (the "Units") as provided herein to you pursuant to the Plan and the terms set forth herein;

WHEREAS, the Company and you are parties to a Performance Unit Award Agreement, dated as of February 3, 2022, which the Company now wishes to amend and restate; and

WHEREAS, Article 9 of the Plan provides for the award, from time to time, in the discretion of the Committee, of performance units, the vesting and issuance of which are subject to certain service, performance or other conditions.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

W I T N E S S E T H :

1. Grant of Performance Units. Capital One hereby grants to you an award of Units with a target award of **30,684** Units (the "Target Award"). The maximum payout for this award is 150% of the Target Award plus accrued dividends pursuant to Section 6. The Units shall vest and the underlying shares of common stock of Capital One, \$.01 par value per share (such underlying shares, the "Shares"), shall be issuable only in accordance with the provisions of this Agreement and of the Plan.

2. Lapse of Restrictions.

(a) Vesting. Except as provided in Sections 2(b) and 2(c) below and to the extent not previously vested or forfeited as provided herein, the Units shall vest on a date as determined by the Committee after termination of the Performance Period (as defined below) and certification of performance by the Committee, but no later than March 15, 2025 (the "Date of Issuance"). On the Date of Issuance, the Units shall vest, and the Shares shall become issuable as determined based on the Company's TSR, as defined on Appendix A, relative to the Peer Group, as defined on Appendix B, over a three-year performance period beginning on January 1, 2022 and ending on December 31, 2024 (the "Performance Period") as certified by the Committee following the end of the Performance Period. The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance shall be determined as set forth on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall also be subject to reduction in accordance with section 12 below.

With respect to any Units that have vested on the Date of Issuance, the Shares related thereto shall be issued to you, in settlement of such vested Units, on such Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award as provided in Section 6 below. All Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(b) Effect of Termination of Employment.

(i) Upon termination of your employment with Capital One for any reason other than death, Disability or Retirement, as defined below, prior to the Date of Issuance, all Units shall immediately be forfeited (to the extent not previously vested or forfeited as provided herein). For the avoidance of doubt, a transfer of employment to an affiliate of Capital One shall not constitute a termination of employment for purposes of this Section 2(b).

(ii) Upon termination of your employment as a result of your death or Disability on or prior to December 31, 2024, a number of the Units equal to (1) the Target Award amount as specified above, or (2) following a Change of Control, the Time-Based Units as calculated in Section 2(c) below, shall immediately vest and the Shares shall be immediately issuable to you as soon as practicable following your death or Disability and in all events on or before the later of December 31 of the year of termination or 2.5 months following such termination. Upon your termination of employment as a result of your death or Disability on or after January 1, 2025, but prior to the Date of Issuance, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) above.

(iii) Notwithstanding any other provision in this Agreement, upon your Retirement, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) and 2(c).

(iv) Upon termination of your employment with Capital One for Cause, as defined herein, prior to the Date of Issuance, all Units shall be immediately forfeited (to the extent not previously vested or forfeited as provided herein).

(c) Effect of Change of Control. Upon a Change of Control, a number of Units shall, upon certification of performance by the Committee, convert into time-based restricted stock units (the "Time-Based Units") (as may be adjusted in accordance with Section 4.4 of the Plan) calculated based on a performance period from January 1, 2022 through the end of the fiscal quarter immediately preceding the closing date of the transaction giving rise to the Change of Control; and provided further that the Date of Issuance in such case shall be December 31, 2024 subject to either (1) your continued employment through such date or (2) your Retirement, pursuant to Section 2(b)(iii). Upon your termination of employment by Capital One without Cause or for Good Reason (each as defined below), in either case on or prior to the second anniversary of the occurrence of a Change of Control of Capital One and prior to the Date of Issuance with respect to the Time-Based Units, then notwithstanding anything herein to the contrary, all of the Time-Based Units shall vest and the Shares shall be issuable in full without restrictions on transferability immediately upon the occurrence of your termination of employment following such Change of Control (to the extent not previously vested or forfeited as provided herein) and such date shall be the Date of Issuance; provided, however, that if the Time-Based Units are considered deferred compensation under Section 409A of the Code and not exempt from Section 409A of the Code as a short-term deferral or otherwise, and you are a "specified employee," as defined in and pursuant to Reg. Section 1.409A 1(i) or any successor regulation, on the date of any such termination of employment without Cause or for Good Reason, you will not be entitled to such vesting prior to the earlier of (i) the date which is six months from the date of your "separation from service" (as defined in Reg. Section 1.409A 1(h) or any successor regulation) as a result of such termination and (ii) your death.



With respect to any Time-Based Units that have vested, the Shares related thereto shall be issued to you, in settlement of such vested Time-Based Units, on the Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Time-Based Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(d) **Definitions.**

(i) For purposes of this Agreement, "Cause" shall mean (1) the willful and continued failure to perform substantially your duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness or following your delivery of a Notice of Termination (as defined below) for Good Reason), after a written demand for substantial performance is delivered to you by the Board or the Committee that specifically identifies the manner in which the Board or the Committee believes that you have not substantially performed your duties, or (2) the willful engaging by you in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company. No act, or failure to act, on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Employer and is not publicly-traded, the board of directors (or equivalent management body) of the ultimate parent of the Employer (the "Applicable Board") or (B) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding you, if you are a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with your counsel, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, you are guilty of the conduct described in this Section 2(d)(i), and specifying the particulars thereof in detail.

(ii) For purposes of this Agreement, "Good Reason" shall mean (1) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (2) any failure by the Company to pay your compensation owed other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (3) the Company's requiring you (I) to be based at any office or location more than 35 miles from the office or location at which you were required to work as of the date of this Agreement or (II) to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the date the Change of Control occurs; or (4) any other action or inaction that constitutes a material breach by the Company of this Agreement or any employment agreement. For purposes of this Section 2(d)(ii) of this Agreement, any good faith determination of Good Reason made by you shall be conclusive. Your mental or physical incapacity following the occurrence of an event described above in clauses (1) through (4) shall not affect your ability to terminate employment for Good Reason.

(iii) Any termination by the Company for Cause, or by you for Good Reason, shall be communicated by Notice of Termination to the other party. "Notice of Termination" means a written notice that (1) indicates the specific termination provision in this Agreement relied upon, (2) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated, and (3) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 30 days after the giving of such notice). The failure by you or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of you or the Company, respectively, hereunder or preclude you or the Company, respectively, from asserting such fact or circumstance in enforcing your or the Company's respective rights hereunder.

(iv) "Date of Termination" means, if your employment is terminated by the Company for Cause, or by you for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be. You and the Company shall take all steps necessary to ensure that any termination described in this Section 2(d) constitutes a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

3. **Non-Transferability.** Subject to the provisions of Section 2 and 14 hereof, the right to receive some or all of the Units and the Shares related thereto shall not be assignable or transferable, or otherwise alienated, pledged or hypothecated or otherwise encumbered under any circumstances. Any purported or attempted assignment, transfer, alienation, pledge, hypothecation or encumbrance of such rights or of the Units or the Shares related thereto prior to their issuance to you shall be null and void and shall result in the immediate forfeiture of such rights or Units, including the Shares related thereto, and cancellation of this Agreement.

4. **Modification and Waiver.** Except as provided in the Plan with respect to determinations of the Board or the Committee and subject to the Committee's right to amend the Plan, neither this Agreement nor any provision hereof can be changed, modified, amended, discharged, terminated or waived orally or by any course of dealing or purported course of dealing, but only by an agreement in writing signed by you and Capital One; provided, that changes, modifications and amendments not detrimental to you may be made in writing signed only by Capital One. No such agreement shall extend to or affect any provision of this Agreement not expressly changed, modified, amended, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Agreement shall not be deemed to be a waiver or acquiescence in any other breach thereof.

5. **Tax Withholding.** If you become subject to withholding under applicable tax laws, you agree to pay Capital One the amount required to be withheld by one or more of the following methods:

(a) Capital One will automatically withhold the number of Shares having a Fair Market Value on the date the tax withholding obligation is to be determined equal to the amount required to be withheld (as determined pursuant to the Plan), rounded up to the nearest whole Share; or

(b) by such other methods as Capital One may make available from time to time.

6. Dividends. Dividends with respect to the Shares shall accrue beginning on January 1, 2022, through the applicable Date of Issuance when the Shares underlying the Units or Time-Based Units are delivered, at which time such accrued dividends shall be paid out in the form of additional shares of common stock of the Corporation based on the Fair Market Value of a share of the Company's common stock on the business day prior to the Date of Issuance. The accrued dividends that shall be paid out to you shall be only such amount that has accrued with respect to the Shares underlying the Units or Time-Based Units that vest on the Date of Issuance.

7. Governing Law. This Agreement shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and you hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Agreement. You and Capital One agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.

8. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, except as provided otherwise herein, the provisions of this Agreement shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

9. Bound by Plan. In consideration of the grant of the Units and the Shares, you agree that you will comply with such conditions as the Committee may impose on the Units and the Shares and be bound by the terms of the Plan.

10. Employment Status. This Agreement does not constitute a contract of employment nor does it alter your terminable at will status or otherwise guarantee future employment.

11. Binding Effect. This Agreement shall be binding upon, enforceable against, and inure to the benefit of you and your legatees, distributees and personal representatives, and Capital One and its successors and assigns.

12. Clawback. You agree that any Units, Shares or dividends awarded to you pursuant to this Agreement are subject to the Capital One Financial Corporation Compensation Recoupment Policy (as amended from time to time, the "Clawback Policy"). You agree and consent to the Company's application, implementation and enforcement of the Clawback Policy or any similar policy established by the Company that may apply to you, and you expressly agree that the Company may take such actions as are necessary to effectuate the Clawback Policy, any similar policy (as applicable to you) or applicable law without further consent or action being required by you.

13. Rights as a Stockholder. You shall have no rights of a stockholder with respect to the shares of Common Stock represented by Units, including, but not limited to, the right to vote and to receive dividends, unless and until such shares of Common Stock are transferred to you pursuant to the Plan and this Agreement.

14. Mandatory Holding Requirement

(a) You agree that with respect to the Applicable Holding Shares you may not transfer, sell, pledge, hypothecate or otherwise dispose of such Applicable Holding Shares until the Holding Date; provided that the requirements set forth in this Section 14 shall immediately lapse and be of no further force and effect upon your death, Disability or termination of employment by Capital One without Cause or for Good Reason following a Change of Control, pursuant to Section 2(c).

(b) For purposes of this Section 14:

(i) "Applicable Holding Shares" means 50% of the Shares acquired hereunder (not including any Shares sold or retained by the Company or its designated agent to fund the payment of any tax withholding obligation, brokerage commission or

fees payable in connection with the Shares) during your term of employment with the Company and during the one-year period after termination of your employment for any reason; and

(ii) "Holding Date" means the later of: (1) the first anniversary of the date of acquisition of any Applicable Holding Shares; or (2) until your stock ownership requirement is met, as determined by the Committee.

15. Data Protection. You consent to the collection, processing and transfer (including international transfer) of your personally identifiable data in connection with the grant of the Units and participation in the Plan.

16. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

18. Miscellaneous. In accepting the grant, you acknowledge and agree that:

(a) this Agreement is intended to comply with the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in a manner so as to comply therewith;

(b) your obligations under this Agreement shall survive any termination of your employment with the Company for any reason;

(c) any of the Company's rights or remedies under this Agreement shall be cumulative and in addition to whatever other remedies the Company may have under law or equity;

(d) any recovery by the Company under this Agreement will be a recovery of Shares to which you were not entitled under this Agreement and is not to be construed in any manner as a penalty;

(e) the Company may, to the maximum extent permitted by applicable law and Section 409A of the Code, retain for itself funds or securities otherwise payable to you pursuant to this Agreement to satisfy any obligation or debt that you owe to the Company, including any obligations hereunder. The Company may not retain such funds or securities until such time as they would otherwise be distributable to you in accordance with this Agreement;

(f) the Company reserves the right to impose other requirements on the Units, any Shares acquired pursuant to the Units, and your participation in the Plan, to the extent Capital One determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Units and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing; and

(g) Capital One from time to time distributes and makes available to associates disclosure documents, including a prospectus, relating to the Plan. You may also contact the HR Help Center to obtain copies of the Plan disclosure documents and the Plan. You should carefully read the Plan disclosure documents and the Plan. By accepting the benefits of this Agreement you acknowledge receipt of the Plan and the Plan disclosure documents and agree to be bound by the terms of this Agreement and the Plan. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by Capital One or a third-party designated by Capital One.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

**CAPITAL ONE FINANCIAL CORPORATION**

By:

/s/ François Locoh-Donou  
François Locoh-Donou  
Chair, Compensation Committee

**PARTICIPANT**

By: /s/ Richard D. Fairbank  
Richard D. Fairbank

BY ELECTRONICALLY ACCEPTING THE AWARD, YOU AGREE THAT (i) SUCH ACCEPTANCE CONSTITUTES YOUR ELECTRONIC SIGNATURE IN EXECUTION OF THIS AGREEMENT; (ii) YOU AGREE TO BE BOUND BY THE PROVISIONS OF THE PLAN, THIS AGREEMENT AND THE ADDENDUM; (iii) YOU HAVE REVIEWED THE PLAN, THIS AGREEMENT AND THE ADDENDUM IN THEIR ENTIRETY, HAVE HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO ACCEPTING THE AWARD AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THE PLAN, THIS AGREEMENT AND THE ADDENDUM; (iv) YOU HAVE BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE U.S. PROSPECTUS FOR THE PLAN; AND (v) YOU HEREBY AGREE TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE UPON ANY QUESTIONS ARISING UNDER THE PLAN, THIS AGREEMENT AND THE ADDENDUM.

\* \* \* \* \*

APPENDIX A

PERFORMANCE SHARE METRICS AND PAYOUT

*Company Total Shareholder Return Relative to Peer Group*

The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance pursuant to Section 2(a) shall be based on the Company's Total Shareholder Return relative to the Peer Group on Appendix B over the Performance Period, using a metric calculated as follows:

The Units shall become issuable as Shares based on the TSR achieved by the Company over the Performance Period, relative to the TSR achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Relative TSR Percentile"), such that:

- (i) If the Company's Relative TSR Percentile is 80th or higher, then 150% of the Units shall be issuable as Shares.
- (ii) If the Company's Relative TSR Percentile is 25th, then 40% of the Units shall be issuable as Shares.
- (iii) If the Company's Relative TSR Percentile below 25th, then 0% of the Units shall be issuable as Shares.
- (iv) If the Company's Relative TSR Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Total Shareholder Return" or "TSR" means the change in the value of the applicable common stock over the Performance Period, taking into account the reinvestment of common dividends on the ex-dividend date. The calculation of the stock price appreciation component of TSR = (Ending Stock Price – Beginning Stock Price)/Beginning Stock Price.

"Beginning Stock Price" means the average Stock Price for the 20 trading days immediately preceding the first day of the Performance Period.

"Ending Stock Price" means the average Stock Price for the 20 trading days immediately preceding and including the last day of the Performance Period.

"Stock Price" means the closing price for the day as reported on the applicable exchange or market.

**APPENDIX B**

**PEER GROUP**

The "Peer Group" shall consist of the companies listed below, which were the companies in the KBW Bank Index as of January 1, 2022, excluding custody banks. If during the Performance Period, one or more of the members of the Peer Group fails, files bankruptcy, or enters into receivership, then such company shall continue to be treated as a member of the Peer Group for the Performance Period but shall be placed at the bottom of the Peer Group for purposes of determining the Relative TSR Percentile. If during the Performance Period, one or more members of the Peer Group merges, engages in a spin-off, is sold, is delisted from the New York Stock Exchange or the National Association of Securities Dealers Automated Quotations or otherwise experiences a material change in its business activities, then the Committee may eliminate such company from the Peer Group or make other equitable adjustments regarding the Peer Group as it deems necessary or appropriate. In any of these events, the Committee may make such equitable adjustments as it deems necessary or appropriate to prevent the enlargement or diminution of the rights of Participants, with any such changes having effect for purposes of any award determination or calculations hereunder, including the determination of TSR and Relative TSR Percentile.

Bank of America  
Citigroup  
Citizens Financial Group  
Comerica  
Fifth Third Bancorp  
First Horizon National Corporation  
First Republic  
Huntington Bancshares  
JP Morgan Chase  
KeyCorp  
M&T Bank Corp  
New York Community Bank  
PNC  
Regions  
Signature Bank  
SVB Financial  
Truist  
US Bancorp  
Wells Fargo  
Zions Bancorp



CAPITAL ONE FINANCIAL CORPORATION  
2004 Stock Incentive Plan  
Amended and Restated Performance Unit Award Agreement

No. of Performance Units at Target: 106,833

THIS PERFORMANCE UNIT AWARD AGREEMENT (this "Agreement"), originally granted on January 26, 2023 (the "Date of Grant") is hereby amended and restated as of November 2, 2023, between CAPITAL ONE FINANCIAL CORPORATION, a Delaware corporation ("Capital One" or the "Company"), and **Richard D. Fairbank** ("you"), is made pursuant and subject to the provisions of the Company's 2004 Stock Incentive Plan, as amended and restated (the "Plan") and all capitalized terms used herein that are defined in the Plan shall have the same meaning given to them in the Plan unless otherwise defined herein. For purposes of this Agreement, "Employer" means the entity (i.e., Capital One, Subsidiary or Affiliate) that employs you.

WHEREAS, the Committee has determined that it would be in the best interests of the Company to amend the original grants of the performance units (the "Units") as provided herein to you pursuant to the Plan and the terms set forth herein;

WHEREAS, the Company and you are parties to a Performance Unit Award Agreement, dated as of January 26, 2023, which the Company now wishes to amend and restate; and

WHEREAS, Article 9 of the Plan provides for the award, from time to time, in the discretion of the Committee, of performance units, the vesting and issuance of which are subject to certain service, performance or other conditions.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

**W I T N E S S E T H :**

1. Grant of Performance Units. Capital One hereby grants to you an award of Units with a target award of 106,833 Units (the "Target Award"). The maximum payout for this award is 150% of the Target Award plus accrued dividends pursuant to Section 6. The Units shall vest and the underlying shares of common stock of Capital One, \$.01 par value per share (such underlying shares, the "Shares"), shall be issuable only in accordance with the provisions of this Agreement and of the Plan.

2. Lapse of Restrictions.

(a) Vesting. Except as provided in Sections 2(b) and 2(c) below and to the extent not previously vested or forfeited as provided herein, the Units shall vest on a date as determined by the Committee after termination of the Performance Period (as defined below) and certification of performance by the Committee, but no later than March 15, 2026 (the "Date of Issuance"). On the Date of Issuance, the Units shall vest, and the Shares shall become issuable as determined based on the Company's Adjusted ROTCE and Growth of Tangible Book Value Per Share Plus Common Dividends, each as defined on Appendix A, relative to the Peer Group, as defined on Appendix B, over a three-year performance period beginning on January 1, 2023 and ending on December 31, 2025 (the "Performance Period") as certified by the Committee following the end of the Performance Period. The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance shall be determined as set forth on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of

Issuance shall be reduced in the event that Adjusted ROTCE for one or more fiscal years in the Performance Period is less than or equal to zero, as provided on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall also be subject to reduction in accordance with section 12 below.

With respect to any Units that have vested on the Date of Issuance, the Shares related thereto shall be issued to you, in settlement of such vested Units, on such Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award as provided in Section 6 below. All Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(b) Effect of Termination of Employment

(i) Upon termination of your employment with Capital One for any reason other than death, Disability or Retirement, as defined below, prior to the Date of Issuance, all Units shall immediately be forfeited (to the extent not previously vested or forfeited as provided herein). For the avoidance of doubt, a transfer of employment to an affiliate of Capital One shall not constitute a termination of employment for purposes of this Section 2(b).

(ii) Upon termination of your employment as a result of your death or Disability on or prior to December 31, 2025, a number of the Units equal to (1) the Target Award amount as specified above, or (2) following a Change of Control, the Time-Based Units as calculated in Section 2(c) below, shall immediately vest and the Shares shall be immediately issuable to you as soon as practicable following your death or Disability and in all events on or before the later of December 31 of the year of termination or 2.5 months following such termination. Upon your termination of employment as a result of your death or Disability on or after January 1, 2026, but prior to the Date of Issuance, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) above.

(iii) Notwithstanding any other provision in this Agreement, upon your Retirement, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) and 2(c).

(iv) Upon termination of your employment with Capital One for Cause, as defined herein, prior to the Date of Issuance, all Units shall be immediately forfeited (to the extent not previously vested or forfeited as provided herein).

(c) **Effect of Change of Control.** Upon a Change of Control, a number of Units shall, upon certification of performance by the Committee, convert into time-based restricted stock units (the "Time-Based Units") (as may be adjusted in accordance with Section 4.4 of the Plan) calculated based on a performance period from January 1, 2023 through the end of the fiscal quarter immediately preceding the closing date of the transaction giving rise to the Change of Control; and provided further that the Date of Issuance in such case shall be December 31, 2025 subject to either (1) your continued employment through such date or (2) your Retirement, pursuant to Section 2(b)(iii). Upon your termination of employment by Capital One without Cause or for Good Reason (each as defined below), in either case on or prior to the second anniversary of the occurrence of a Change of Control of Capital One and prior to the Date of Issuance with respect to the Time-Based Units, then notwithstanding anything herein to the contrary, all of the Time-Based Units shall vest and the Shares shall be issuable in full without restrictions on transferability immediately upon the occurrence of your termination of employment following such Change of Control (to the extent not previously vested or forfeited as provided herein) and such date shall be the Date of Issuance; provided, however, that if the Time-Based Units are considered deferred compensation under Section 409A of the Code and not exempt from Section 409A of the Code as a short-term deferral or otherwise, and you are a "specified employee," as defined in and pursuant to Reg. Section 1.409A 1(i) or any successor regulation, on the date of any such termination of employment without Cause or for Good Reason, you will not be entitled to such vesting prior to the earlier of (i) the date which is six months from the date of your "separation from service" (as defined in Reg. Section 1.409A 1(h) or any successor regulation) as a result of such termination and (ii) your death.

With respect to any Time-Based Units that have vested, the Shares related thereto shall be issued to you, in settlement of such vested Time-Based Units, on the Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Time-Based Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(d) **Definitions.**

(i) For purposes of this Agreement, "Cause" shall mean (1) the willful and continued failure to perform substantially your duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness or following your delivery of a Notice of Termination (as defined below) for Good Reason), after a written demand for substantial performance is delivered to you by the Board or the Committee that specifically identifies the manner in which the Board or the Committee believes that you have not substantially performed your duties, or (2) the willful engaging by you in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company. No act, or failure to act, on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Employer and is not publicly-traded, the board of directors (or equivalent management body) of the ultimate parent of the Employer (the "Applicable Board") or (B) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding you, if you are a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with your counsel, to be heard before the Applicable Board),

finding that, in the good faith opinion of the Applicable Board, you are guilty of the conduct described in this Section 2(d)(i), and specifying the particulars thereof in detail.

(ii) For purposes of this Agreement, "Good Reason" shall mean (1) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (2) any failure by the Company to pay you compensation owed other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (3) the Company's requiring you (I) to be based at any office or location more than 35 miles from the office or location at which you were required to work as of the date of this Agreement or (II) to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the date the Change of Control occurs; or (4) any other action or inaction that constitutes a material breach by the Company of this Agreement or any employment agreement. For purposes of this Section 2(d)(ii) of this Agreement, any good faith determination of Good Reason made by you shall be conclusive. Your mental or physical incapacity following the occurrence of an event described above in clauses (1) through (4) shall not affect your ability to terminate employment for Good Reason.

(iii) Any termination by the Company for Cause, or by you for Good Reason, shall be communicated by Notice of Termination to the other party. "Notice of Termination" means a written notice that (1) indicates the specific termination provision in this Agreement relied upon, (2) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated, and (3) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 30 days after the giving of such notice). The failure by you or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of you or the Company, respectively, hereunder or preclude you or the Company, respectively, from asserting such fact or circumstance in enforcing your or the Company's respective rights hereunder.

(iv) "Date of Termination" means, if your employment is terminated by the Company for Cause, or by you for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be. You and the Company shall take all steps necessary to ensure that any termination described in this Section 2(d) constitutes a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

3. Non-Transferability. Subject to the provisions of Section 2 and 14 hereof, the right to receive some or all of the Units and the Shares related thereto shall not be assignable or transferable, or otherwise alienated, pledged or hypothecated or otherwise encumbered under any circumstances. Any purported or attempted assignment, transfer, alienation, pledge, hypothecation or encumbrance of such rights or of the Units or the Shares related thereto prior to their issuance to you shall be null and void and shall result in the immediate forfeiture of such rights or Units, including the Shares related thereto, and cancellation of this Agreement.

4. Modification and Waiver. Except as provided in the Plan with respect to determinations of the Board or the Committee and subject to the Committee's right to amend the Plan, neither this Agreement nor any provision hereof can be changed, modified, amended, discharged, terminated or waived orally or by any course of dealing or purported course of dealing, but only by an agreement in writing signed by you and Capital One; provided, that changes, modifications and amendments not detrimental to you may be made in writing signed only by Capital One. No such agreement shall extend to or affect any provision of this Agreement not expressly changed, modified, amended, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Agreement shall not be deemed to be a waiver or acquiescence in any other breach thereof.

5. Tax Withholding. If you become subject to withholding under applicable tax laws, you agree to pay Capital One the amount required to be withheld by one or more of the following methods:

(a) Capital One will automatically withhold the number of Shares having a Fair Market Value on the date the tax withholding obligation is to be determined equal to the amount required to be withheld (as determined pursuant to the Plan), rounded up to the nearest whole Share; or

(b) by such other methods as Capital One may make available from time to time.

6. Dividends. Dividends with respect to the Shares shall accrue beginning on January 1, 2023, through the applicable Date of Issuance when the Shares underlying the Units or Time-Based Units are delivered, at which time such accrued dividends shall be paid out in the form of additional shares of common stock of the Corporation based on the Fair Market Value of a share of the Company's common stock on the business day prior to the Date of Issuance. The accrued dividends that shall be paid out to you shall be only such amount that has accrued with respect to the Shares underlying the Units or Time-Based Units that vest on the Date of Issuance.

7. Governing Law. This Agreement shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and you hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Agreement. You and Capital One agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.

8. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, except as provided otherwise herein, the provisions of this Agreement shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

9. Bound by Plan. In consideration of the grant of the Units and the Shares, you agree that you will comply with such conditions as the Committee may impose on the Units and the Shares and be bound by the terms of the Plan.

10. Employment Status. This Agreement does not constitute a contract of employment nor does it alter your terminable at will status or otherwise guarantee future employment.

11. Binding Effect. This Agreement shall be binding upon, enforceable against, and inure to the benefit of you and your legatees, distributees and personal representatives, and Capital One and its successors and assigns.

12. Clawbacks. You agree that any Units, Shares or dividends awarded to you pursuant to this Agreement are subject to the Capital One Financial Corporation Compensation Recoupment Policy (as amended from time to time, the "Clawback Policy"). You agree and consent to the Company's application, implementation and enforcement of the Clawback Policy or any similar policy established by the Company that may apply to you, and you expressly agree that the Company may take such actions as

are necessary to effectuate the Clawback Policy, any similar policy (as applicable to you) or applicable law without further consent or action being required by you.

13. Rights as a Stockholder. You shall have no rights of a stockholder with respect to the shares of Common Stock represented by Units, including, but not limited to, the right to vote and to receive dividends, unless and until such shares of Common Stock are transferred to you pursuant to the Plan and this Agreement.

14. Mandatory Holding Requirement.

(a) You agree that with respect to the Applicable Holding Shares you may not transfer, sell, pledge, hypothecate or otherwise dispose of such Applicable Holding Shares until the Holding Date; provided that the requirements set forth in this Section 14 shall immediately lapse and be of no further force and effect upon your death, Disability or termination of employment by Capital One without Cause or for Good Reason following a Change of Control, pursuant to Section 2(c).

(b) For purposes of this Section 14:

(i) "Applicable Holding Shares" means 50% of the Shares acquired hereunder (not including any Shares sold or retained by the Company or its designated agent to fund the payment of any tax withholding obligation, brokerage commission or fees payable in connection with the Shares) during your term of employment with the Company and during the one-year period after termination of your employment for any reason; and

(ii) "Holding Date" means the later of: (1) the first anniversary of the date of acquisition of any Applicable Holding Shares; or (2) until your stock ownership requirement is met, as determined by the Committee.

15. Data Protection. You consent to the collection, processing and transfer (including international transfer) of your personally identifiable data in connection with the grant of the Units and participation in the Plan.

16. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

18. Miscellaneous. In accepting the grant, you acknowledge and agree that:

(a) this Agreement is intended to comply with the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in a manner so as to comply therewith;

(b) your obligations under this Agreement shall survive any termination of your employment with the Company for any reason;

(c) any of the Company's rights or remedies under this Agreement shall be cumulative and in addition to whatever other remedies the Company may have under law or equity;

(d) any recovery by the Company under this Agreement will be a recovery of Shares to which you were not entitled under this Agreement and is not to be construed in any manner as a penalty;

(e) the Company may, to the maximum extent permitted by applicable law and Section 409A of the Code, retain for itself funds or securities otherwise payable to you pursuant to this Agreement to satisfy any obligation or debt that you owe to the Company, including any obligations hereunder. The Company may not retain such funds or securities until such time as they would otherwise be distributable to you in accordance with this Agreement;

(f) the Company reserves the right to impose other requirements on the Units, any Shares acquired pursuant to the Units, and your participation in the Plan, to the extent Capital One determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Units and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing; and

(g) Capital One from time to time distributes and makes available to associates disclosure documents, including a prospectus, relating to the Plan. You may also contact the HR Help Center to obtain copies of the Plan disclosure documents and the Plan. You should carefully read the Plan disclosure documents and the Plan. By accepting the benefits of this Agreement you acknowledge receipt of the Plan and the Plan disclosure documents and agree to be bound by the terms of this Agreement and the Plan. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by Capital One or a third-party designated by Capital One.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

**CAPITAL ONE FINANCIAL CORPORATION**

By:

/s/ François Locoh-Donou  
François Locoh-Donou  
Chair, Compensation Committee

**PARTICIPANT**

By: /s/ Richard D. Fairbank  
Richard D. Fairbank

BY ELECTRONICALLY ACCEPTING THE AWARD, YOU AGREE THAT (i) SUCH ACCEPTANCE CONSTITUTES YOUR ELECTRONIC SIGNATURE IN EXECUTION OF THIS AGREEMENT; (ii) YOU AGREE TO BE BOUND BY THE PROVISIONS OF THE PLAN, THIS AGREEMENT AND THE ADDENDUM; (iii) YOU HAVE REVIEWED THE PLAN, THIS AGREEMENT AND THE ADDENDUM IN THEIR ENTIRETY, HAVE HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO ACCEPTING THE AWARD AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THE PLAN, THIS AGREEMENT AND THE ADDENDUM; (iv) YOU HAVE BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE U.S. PROSPECTUS FOR THE PLAN; AND (v) YOU HEREBY AGREE TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE UPON ANY QUESTIONS ARISING UNDER THE PLAN, THIS AGREEMENT AND THE ADDENDUM.

\* \* \* \* \*



## APPENDIX A

### PERFORMANCE SHARE METRICS AND PAYOUT

#### 1. Company Performance Relative to Peer Group

The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance pursuant to Section 2(a) shall be based on the Company's performance over the Performance Period, measured by two metrics weighted as follows:

- (a) **One-Third** of the Units (the "Adjusted ROTCE Tranche") shall become issuable as Shares based on the Adjusted ROTCE achieved by the Company over the Performance Period, relative to the Adjusted ROTCE achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Adjusted ROTCE Percentile"), such that:
  - (i) If the Company's Adjusted ROTCE Percentile is 80th or higher, then 150% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (ii) If the Company's Adjusted ROTCE Percentile is 25th, then 40% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iii) If the Company's Adjusted ROTCE Percentile below 25th, then 0% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iv) If the Company's Adjusted ROTCE Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Adjusted ROTCE" means the ratio, expressed as a percentage, of (a) the Company's net income available to common stockholders, excluding, on a tax adjusted basis, the impact of impairment, amortization and re-measurement of intangible assets, to (b) the Company's average tangible common equity; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.

- (b) **Two-Thirds** of the Units (the "Growth of Tangible Book Value Per Share Plus Common Dividends Tranche") shall become issuable as Shares based on the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by the Company over the Performance Period, relative to the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Growth of Tangible Book Value Per Share Plus Common Dividends Percentile"), such that:
  - (i) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 80th or higher, then 150% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.
  - (ii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 25th, then 40% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.

- (iii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile below 25th, then 0% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.
- (iv) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Growth of Tangible Book Value Per Share Plus Common Dividends" means the three year average of the ratios, expressed as a percentage, of (a) the Company's tangible book value per share at the end of each year within the Performance Period, plus total common dividends per share paid during such year, to (b) the Company's tangible book value per share at the beginning of each corresponding year within the Performance Period; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.

Subject to section 2 below, the total Shares issuable pursuant to this Agreement (the "Total Shares Earned") shall be equal to the sum of the Shares issuable pursuant to paragraphs (a) and (b) above.

## **2. Absolute Performance Modifier**

In the event that the Company's Adjusted ROTCE for one or more fiscal years in the Performance Period is less than or equal to zero, the Total Shares Earned shall be reduced as provided below:

- (a) If the Company's Adjusted ROTCE is less than or equal to zero for one fiscal year within the Performance Period, the Total Shares Earned shall be reduced by one-sixth;
- (b) If the Company's Adjusted ROTCE is less than or equal to zero for any two fiscal years within the Performance Period, the Total Shares Earned shall be reduced by one-third; and
- (c) If the Company's Adjusted ROTCE is less than or equal to zero for all three fiscal years within the Performance Period, the Total Shares Earned shall be forfeited in full.

**APPENDIX B**

**PEER GROUP**

The "Peer Group" shall consist of the companies listed below, which were the companies in the KBW Bank Index as of January 1, 2023, excluding custody banks. If during the Performance Period, one or more of the members of the Peer Group fails, files bankruptcy, enters into receivership, merges, engages in a spin-off, is sold, is delisted from the New York Stock Exchange or the National Association of Securities Dealers Automated Quotations or otherwise experiences a material change in its business activities, then the Committee may eliminate such company from the Peer Group or make other equitable adjustments regarding the Peer Group as it deems necessary or appropriate to prevent the enlargement or diminution of the rights of Participants, with any such changes having effect for purposes of the calculation of any award determination or calculations hereunder, including the determination of Adjusted ROTCE Percentile and Growth of Tangible Book Value Per Share Plus Common Dividends Percentile.

Bank of America  
Citigroup  
Citizens Financial Group  
Comerica  
East West Bancorp  
Fifth Third Bancorp  
First Republic  
Huntington Bancshares  
JP Morgan Chase  
KeyCorp  
M&T Bank Corp  
PNC  
Regions  
Signature Bank  
SVB Financial  
Truist  
US Bancorp  
Wells Fargo  
Western Alliance  
Zions Bancorp

CAPITAL ONE FINANCIAL CORPORATION  
2004 Stock Incentive Plan  
Amended and Restated Performance Unit Award Agreement

No. of Performance Units at Target: 35,539

THIS PERFORMANCE UNIT AWARD AGREEMENT (this "Agreement"), originally granted on January 26, 2023 (the "Date of Grant") is hereby amended and restated as of November 2, 2023, between CAPITAL ONE FINANCIAL CORPORATION, a Delaware corporation ("Capital One" or the "Company"), and **Richard D. Fairbank** ("you"), is made pursuant and subject to the provisions of the Company's 2004 Stock Incentive Plan, as amended and restated (the "Plan") and all capitalized terms used herein that are defined in the Plan shall have the same meaning given to them in the Plan unless otherwise defined herein. For purposes of this Agreement, "Employer" means the entity (i.e., Capital One, Subsidiary or Affiliate) that employs you.

WHEREAS, the Committee has determined that it would be in the best interests of the Company to amend the original grants of the performance units (the "Units") as provided herein to you pursuant to the Plan and the terms set forth herein;

WHEREAS, the Company and you are parties to a Performance Unit Award Agreement, dated as of January 26, 2023, which the Company now wishes to amend and restate; and

WHEREAS, Article 9 of the Plan provides for the award, from time to time, in the discretion of the Committee, of performance units, the vesting and issuance of which are subject to certain service, performance or other conditions.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

**W I T N E S S E T H :**

1. Grant of Performance Units. Capital One hereby grants to you an award of Units with a target award of 35,539 Units (the "Target Award"). The maximum payout for this award is 150% of the Target Award plus accrued dividends pursuant to Section 6. The Units shall vest and the underlying shares of common stock of Capital One, \$.01 par value per share (such underlying shares, the "Shares"), shall be issuable only in accordance with the provisions of this Agreement and of the Plan.

2. Lapse of Restrictions.

(a) Vesting. Except as provided in Sections 2(b) and 2(c) below and to the extent not previously vested or forfeited as provided herein, the Units shall vest on a date as determined by the Committee after termination of the Performance Period (as defined below) and certification of performance by the Committee, but no later than March 15, 2026 (the "Date of Issuance"). On the Date of Issuance, the Units shall vest, and the Shares shall become issuable as determined based on the Company's TSR, as defined on Appendix A, relative to the Peer Group, as defined on Appendix B, over a three-year performance period beginning on January 1, 2023 and ending on December 31, 2025 (the "Performance Period") as certified by the Committee following the end of the Performance Period. The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance shall be determined as set forth on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall also be subject to reduction in accordance with section 12 below.

With respect to any Units that have vested on the Date of Issuance, the Shares related thereto shall be issued to you, in settlement of such vested Units, on such Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award as provided in Section 6 below. All Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(b) Effect of Termination of Employment

(i) Upon termination of your employment with Capital One for any reason other than death, Disability or Retirement, as defined below, prior to the Date of Issuance, all Units shall immediately be forfeited (to the extent not previously vested or forfeited as provided herein). For the avoidance of doubt, a transfer of employment to an affiliate of Capital One shall not constitute a termination of employment for purposes of this Section 2(b).

(ii) Upon termination of your employment as a result of your death or Disability on or prior to December 31, 2025, a number of the Units equal to (1) the Target Award amount as specified above, or (2) following a Change of Control, the Time-Based Units as calculated in Section 2(c) below, shall immediately vest and the Shares shall be immediately issuable to you as soon as practicable following your death or Disability and in all events on or before the later of December 31 of the year of termination or 2.5 months following such termination. Upon your termination of employment as a result of your death or Disability on or after January 1, 2026, but prior to the Date of Issuance, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) above.

(iii) Notwithstanding any other provision in this Agreement, upon your Retirement, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) and 2(c).

(iv) Upon termination of your employment with Capital One for Cause, as defined herein, prior to the Date of Issuance, all Units shall be immediately forfeited (to the extent not previously vested or forfeited as provided herein).

(c) **Effect of Change of Control.** Upon a Change of Control, a number of Units shall, upon certification of performance by the Committee, convert into time-based restricted stock units (the "Time-Based Units") (as may be adjusted in accordance with Section 4.4 of the Plan) calculated based on a performance period from January 1, 2023 through the end of the fiscal quarter immediately preceding the closing date of the transaction giving rise to the Change of Control; and provided further that the Date of Issuance in such case shall be December 31, 2025 subject to either (1) your continued employment through such date or (2) your Retirement, pursuant to Section 2(b)(iii). Upon your termination of employment by Capital One without Cause or for Good Reason (each as defined below), in either case on or prior to the second anniversary of the occurrence of a Change of Control of Capital One and prior to the Date of Issuance with respect to the Time-Based Units, then notwithstanding anything herein to the contrary, all of the Time-Based Units shall vest and the Shares shall be issuable in full without restrictions on transferability immediately upon the occurrence of your termination of employment following such Change of Control (to the extent not previously vested or forfeited as provided herein) and such date shall be the Date of Issuance; provided, however, that if the Time-Based Units are considered deferred compensation under Section 409A of the Code and not exempt from Section 409A of the Code as a short-term deferral or otherwise, and you are a "specified employee," as defined in and pursuant to Reg. Section 1.409A 1(i) or any successor regulation, on the date of any such termination of employment without Cause or for Good Reason, you will not be entitled to such vesting prior to the earlier of (i) the date which is six months from the date of your "separation from service" (as defined in Reg. Section 1.409A 1(h) or any successor regulation) as a result of such termination and (ii) your death.

With respect to any Time-Based Units that have vested, the Shares related thereto shall be issued to you, in settlement of such vested Time-Based Units, on the Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Time-Based Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(d) **Definitions.**

(i) For purposes of this Agreement, "Cause" shall mean (1) the willful and continued failure to perform substantially your duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness or following your delivery of a Notice of Termination (as defined below) for Good Reason), after a written demand for substantial performance is delivered to you by the Board or the Committee that specifically identifies the manner in which the Board or the Committee believes that you have not substantially performed your duties, or (2) the willful engaging by you in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company. No act, or failure to act, on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Employer and is not publicly-traded, the board of directors (or equivalent management body) of the ultimate parent of the Employer (the "Applicable Board") or (B) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding you, if you are a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with your counsel, to be heard before the Applicable Board),

finding that, in the good faith opinion of the Applicable Board, you are guilty of the conduct described in this Section 2(d)(i), and specifying the particulars thereof in detail.

(ii) For purposes of this Agreement, "Good Reason" shall mean (1) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (2) any failure by the Company to pay you compensation owed other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (3) the Company's requiring you (I) to be based at any office or location more than 35 miles from the office or location at which you were required to work as of the date of this Agreement or (II) to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the date the Change of Control occurs; or (4) any other action or inaction that constitutes a material breach by the Company of this Agreement or any employment agreement. For purposes of this Section 2(d)(ii) of this Agreement, any good faith determination of Good Reason made by you shall be conclusive. Your mental or physical incapacity following the occurrence of an event described above in clauses (1) through (4) shall not affect your ability to terminate employment for Good Reason.

(iii) Any termination by the Company for Cause, or by you for Good Reason, shall be communicated by Notice of Termination to the other party. "Notice of Termination" means a written notice that (1) indicates the specific termination provision in this Agreement relied upon, (2) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated, and (3) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 30 days after the giving of such notice). The failure by you or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of you or the Company, respectively, hereunder or preclude you or the Company, respectively, from asserting such fact or circumstance in enforcing your or the Company's respective rights hereunder.

(iv) "Date of Termination" means, if your employment is terminated by the Company for Cause, or by you for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be. You and the Company shall take all steps necessary to ensure that any termination described in this Section 2(d) constitutes a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

3. Non-Transferability. Subject to the provisions of Section 2 and 14 hereof, the right to receive some or all of the Units and the Shares related thereto shall not be assignable or transferable, or otherwise alienated, pledged or hypothecated or otherwise encumbered under any circumstances. Any purported or attempted assignment, transfer, alienation, pledge, hypothecation or encumbrance of such rights or of the Units or the Shares related thereto prior to their issuance to you shall be null and void and shall result in the immediate forfeiture of such rights or Units, including the Shares related thereto, and cancellation of this Agreement.

4. Modification and Waiver. Except as provided in the Plan with respect to determinations of the Board or the Committee and subject to the Committee's right to amend the Plan, neither this Agreement nor any provision hereof can be changed, modified, amended, discharged, terminated or waived orally or by any course of dealing or purported course of dealing, but only by an agreement in writing signed by you and Capital One; provided, that changes, modifications and amendments not detrimental to you may be made in writing signed only by Capital One. No such agreement shall extend to or affect any provision of this Agreement not expressly changed, modified, amended, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Agreement shall not be deemed to be a waiver or acquiescence in any other breach thereof.

5. Tax Withholding. If you become subject to withholding under applicable tax laws, you agree to pay Capital One the amount required to be withheld by one or more of the following methods:

(a) Capital One will automatically withhold the number of Shares having a Fair Market Value on the date the tax withholding obligation is to be determined equal to the amount required to be withheld (as determined pursuant to the Plan), rounded up to the nearest whole Share; or

(b) by such other methods as Capital One may make available from time to time.

6. Dividends. Dividends with respect to the Shares shall accrue beginning on January 1, 2023, through the applicable Date of Issuance when the Shares underlying the Units or Time-Based Units are delivered, at which time such accrued dividends shall be paid out in the form of additional shares of common stock of the Corporation based on the Fair Market Value of a share of the Company's common stock on the business day prior to the Date of Issuance. The accrued dividends that shall be paid out to you shall be only such amount that has accrued with respect to the Shares underlying the Units or Time-Based Units that vest on the Date of Issuance.

7. Governing Law. This Agreement shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and you hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Agreement. You and Capital One agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.

8. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, except as provided otherwise herein, the provisions of this Agreement shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

9. Bound by Plan. In consideration of the grant of the Units and the Shares, you agree that you will comply with such conditions as the Committee may impose on the Units and the Shares and be bound by the terms of the Plan.

10. Employment Status. This Agreement does not constitute a contract of employment nor does it alter your terminable at will status or otherwise guarantee future employment.

11. Binding Effect. This Agreement shall be binding upon, enforceable against, and inure to the benefit of you and your legatees, distributees and personal representatives, and Capital One and its successors and assigns.

12. Clawback. You agree that any Units, Shares or dividends awarded to you pursuant to this Agreement are subject to the Capital One Financial Corporation Compensation Recoupment Policy (as amended from time to time, the "Clawback Policy"). You agree and consent to the Company's application, implementation and enforcement of the Clawback Policy or any similar policy established by the Company that may apply to you, and you expressly agree that the Company may take such actions as



are necessary to effectuate the Clawback Policy, any similar policy (as applicable to you) or applicable law without further consent or action being required by you.

13. Rights as a Stockholder. You shall have no rights of a stockholder with respect to the shares of Common Stock represented by Units, including, but not limited to, the right to vote and to receive dividends, unless and until such shares of Common Stock are transferred to you pursuant to the Plan and this Agreement.

14. Mandatory Holding Requirement.

(a) You agree that with respect to the Applicable Holding Shares you may not transfer, sell, pledge, hypothecate or otherwise dispose of such Applicable Holding Shares until the Holding Date; provided that the requirements set forth in this Section 14 shall immediately lapse and be of no further force and effect upon your death, Disability or termination of employment by Capital One without Cause or for Good Reason following a Change of Control, pursuant to Section 2(c).

(b) For purposes of this Section 14:

(i) "Applicable Holding Shares" means 50% of the Shares acquired hereunder (not including any Shares sold or retained by the Company or its designated agent to fund the payment of any tax withholding obligation, brokerage commission or fees payable in connection with the Shares) during your term of employment with the Company and during the one-year period after termination of your employment for any reason; and

(ii) "Holding Date" means the later of: (1) the first anniversary of the date of acquisition of any Applicable Holding Shares; or (2) until your stock ownership requirement is met, as determined by the Committee.

15. Data Protection. You consent to the collection, processing and transfer (including international transfer) of your personally identifiable data in connection with the grant of the Units and participation in the Plan.

16. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

18. Miscellaneous. In accepting the grant, you acknowledge and agree that:

(a) this Agreement is intended to comply with the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in a manner so as to comply therewith;

(b) your obligations under this Agreement shall survive any termination of your employment with the Company for any reason;

(c) any of the Company's rights or remedies under this Agreement shall be cumulative and in addition to whatever other remedies the Company may have under law or equity;

(d) any recovery by the Company under this Agreement will be a recovery of Shares to which you were not entitled under this Agreement and is not to be construed in any manner as a penalty;

(e) the Company may, to the maximum extent permitted by applicable law and Section 409A of the Code, retain for itself funds or securities otherwise payable to you pursuant to this Agreement to satisfy any obligation or debt that you owe to the Company, including any obligations hereunder. The Company may not retain such funds or securities until such time as they would otherwise be distributable to you in accordance with this Agreement;

(f) the Company reserves the right to impose other requirements on the Units, any Shares acquired pursuant to the Units, and your participation in the Plan, to the extent Capital One determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Units and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing; and

(g) Capital One from time to time distributes and makes available to associates disclosure documents, including a prospectus, relating to the Plan. You may also contact the HR Help Center to obtain copies of the Plan disclosure documents and the Plan. You should carefully read the Plan disclosure documents and the Plan. By accepting the benefits of this Agreement you acknowledge receipt of the Plan and the Plan disclosure documents and agree to be bound by the terms of this Agreement and the Plan. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by Capital One or a third-party designated by Capital One.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

**CAPITAL ONE FINANCIAL CORPORATION**

By:

/s/ François Locoh-Donou  
François Locoh-Donou  
Chair, Compensation Committee

**PARTICIPANT**

By: /s/ Richard D. Fairbank  
Richard D. Fairbank

APPENDIX A

PERFORMANCE SHARE METRICS AND PAYOUT

*Company Total Shareholder Return Relative to Peer Group*

The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance pursuant to Section 2(a) shall be based on the Company's Total Shareholder Return relative to the Peer Group on Appendix B over the Performance Period, using a metric calculated as follows:

The Units shall become issuable as Shares based on the TSR achieved by the Company over the Performance Period, relative to the TSR achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Relative TSR Percentile"), such that:

- (i) If the Company's Relative TSR Percentile is 80th or higher, then 150% of the Units shall be issuable as Shares.
- (ii) If the Company's Relative TSR Percentile is 25th, then 40% of the Units shall be issuable as Shares.
- (iii) If the Company's Relative TSR Percentile below 25th, then 0% of the Units shall be issuable as Shares.
- (iv) If the Company's Relative TSR Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Total Shareholder Return" or "TSR" means the change in the value of the applicable common stock over the Performance Period, taking into account the reinvestment of common dividends on the ex-dividend date. The calculation of the stock price appreciation component of  $TSR = (Ending\ Stock\ Price - Beginning\ Stock\ Price) / Beginning\ Stock\ Price$ .

"Beginning Stock Price" means the average Stock Price for the 20 trading days immediately preceding the first day of the Performance Period.

"Ending Stock Price" means the average Stock Price for the 20 trading days immediately preceding and including the last day of the Performance Period.

"Stock Price" means the closing price for the day as reported on the applicable exchange or market.

## APPENDIX B

### PEER GROUP

The "Peer Group" shall consist of the companies listed below, which were the companies in the KBW Bank Index as of January 1, 2023, excluding custody banks. If during the Performance Period, one or more of the members of the Peer Group fails, files bankruptcy, or enters into receivership, then such company shall continue to be treated as a member of the Peer Group for the Performance Period but shall be placed at the bottom of the Peer Group for purposes of determining the Relative TSR Percentile. If during the Performance Period, one or more members of the Peer Group merges, engages in a spin-off, is sold, is delisted from the New York Stock Exchange or the National Association of Securities Dealers Automated Quotations or otherwise experiences a material change in its business activities, then the Committee may eliminate such company from the Peer Group or make other equitable adjustments regarding the Peer Group as it deems necessary or appropriate. In any of these events, the Committee may make such equitable adjustments as it deems necessary or appropriate to prevent the enlargement or diminution of the rights of Participants, with any such changes having effect for purposes of any award determination or calculations hereunder, including the determination of TSR and Relative TSR Percentile.

Bank of America  
Citigroup  
Citizens Financial Group  
Comerica  
East West Bancorp  
Fifth Third Bancorp  
First Republic  
Huntington Bancshares  
JP Morgan Chase  
KeyCorp  
M&T Bank Corp  
PNC  
Regions  
Signature Bank  
SVB Financial  
Truist  
US Bancorp  
Wells Fargo  
Western Alliance  
Zions Bancorp

CAPITAL ONE FINANCIAL CORPORATION  
2004 Stock Incentive Plan  
Amended and Restated Performance Unit Award Agreement

No. of Performance Units at Target: [#Units]

THIS PERFORMANCE UNIT AWARD AGREEMENT (this "Agreement"), originally granted on January 26, 2023 (the "Date of Grant") is hereby amended and restated as of November 2, 2023, between CAPITAL ONE FINANCIAL CORPORATION, a Delaware corporation ("Capital One" or the "Company"), and [Name] ("you"), is made pursuant and subject to the provisions of the Company's 2004 Stock Incentive Plan, as amended and restated (the "Plan") and all capitalized terms used herein that are defined in the Plan shall have the same meaning given to them in the Plan unless otherwise defined herein. For purposes of this Agreement, "Employer" means the entity (i.e., Capital One, Subsidiary or Affiliate) that employs you.

WHEREAS, the Committee has determined that it would be in the best interests of the Company to amend the original grants of the performance units (the "Units") as provided herein to you pursuant to the Plan and the terms set forth herein;

WHEREAS, the Company and you are parties to a Performance Unit Award Agreement, dated as of January 26, 2023, which the Company now wishes to amend and restate; and

WHEREAS, Article 9 of the Plan provides for the award, from time to time, in the discretion of the Committee, of performance units, the vesting and issuance of which are subject to certain service, performance or other conditions.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

**W I T N E S S E T H :**

1. Grant of Performance Units. Capital One hereby grants to you an award of Units with a target award of [#Units] Units (the "Target Award"). The maximum payout for this award is 150% of the Target Award plus accrued dividends pursuant to Section 6. The Units shall vest and the underlying shares of common stock of Capital One, \$.01 par value per share (such underlying shares, the "Shares"), shall be issuable only in accordance with the provisions of this Agreement and of the Plan.

2. Lapse of Restrictions.

(a) Vesting. Except as provided in Sections 2(b) and 2(c) below and to the extent not previously vested or forfeited as provided herein, the Units shall vest on a date as determined by the Committee after termination of the Performance Period (as defined below) and certification of performance by the Committee, but no later than March 15, 2026 (the "Date of Issuance"). On the Date of Issuance, the Units shall vest, and the Shares shall become issuable as determined based on the Company's Adjusted ROTCE and Growth of Tangible Book Value Per Share Plus Common Dividends, each as defined on Appendix A, relative to the Peer Group, as defined on Appendix B, over a three-year performance period beginning on January 1, 2023 and ending on December 31, 2025 (the "Performance Period") as certified by the Committee following the end of the Performance Period. The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance shall be determined as set forth on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall be reduced in the event that Adjusted ROTCE for one or more fiscal years in the

Performance Period is less than or equal to zero, as provided on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall also be subject to reduction in accordance with section 12 below.

With respect to any Units that have vested on the Date of Issuance, the Shares related thereto shall be issued to you, in settlement of such vested Units, on such Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(b) Effect of Termination of Employment

(i) Except as provided in Sections 2(b)(ii), 2(b)(iii), and 2(b)(iv), upon termination of your employment with Capital One for any reason prior to the Date of Issuance, all Units shall immediately be forfeited (to the extent not previously vested or forfeited as provided herein). For the avoidance of doubt, a transfer of employment to an affiliate of Capital One shall not constitute a termination of employment for purposes of this Section 2(b).

(ii) Upon termination of your employment as a result of your death or Disability on or prior to December 31, 2025, a number of the Units equal to (1) the Target Award amount as specified above, or (2) following a Change of Control, the Time-Based Units as calculated in Section 2(c) below, shall immediately vest and the Shares shall be immediately issuable to you as soon as practicable following your death or Disability and in all events on or before the later of December 31 of the year of termination or 2.5 months following such termination. Upon your termination of employment as a result of your death or Disability on or after January 1, 2026, but prior to the Date of Issuance, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) above.

(iii) Upon your Retirement, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) and 2(c).

(iv) Subject to Section 2(b)(v), upon termination of your employment by Capital One not for Cause on or before the Date of Issuance and prior to the occurrence of a Change of Control, the number of Units that will vest and the number of underlying Shares that will become issuable to you shall be as calculated in Section 2(a) as if a termination of employment had not occurred, subject to (A) your execution of a separation agreement and/or general release of claims within a period of time as required by Capital One (in a form as prescribed by Capital One, a "Release"), (B) such Release becoming effective and irrevocable in accordance with its terms and (C) your continued compliance with the terms of such Release through the Date of Issuance. If the Date of Issuance occurs prior to the expiration of the period of time Capital One provides you to sign the Release, you shall be entitled to vesting of the Units even if you have not yet executed the Release. For avoidance of doubt, such continued vesting shall immediately cease (and any Units shall be immediately forfeited) in the event that you violate the terms and conditions of the Release.

(v) Your right to continued vesting pursuant to Section 2(b)(iv) is expressly conditioned on your compliance with any and all restrictive covenant agreements or provisions to which you are a party with Capital One including, but not limited to, those with respect to non-competition, confidentiality and work product, non-solicitation of employees/no hire of employees, non-solicitation of customers, and garden transition period or leave (collectively, "Restrictive Covenant Agreements"). You understand and agree that any actual or threatened action by you in violation of any Restrictive Covenant Agreements shall forfeit your right to continued post-employment vesting as of the date of such actual or threatened action by you in violation of such Restrictive Covenant Agreement. You further understand and agree that any forfeiture of continued vesting rights under this Agreement, or waiver thereof, shall not limit Capital One's rights to pursue any and all legal and equitable remedies and damages available for your breach of the Restrictive Covenant Agreements under the terms of such agreements and applicable law, including but not limited to, injunctive relief, monetary damages, costs and fees.

(c) **Effect of Change of Control.** Upon a Change of Control, a number of Units shall, upon certification of performance by the Committee, convert into time-based restricted stock units (the "Time-Based Units") (as may be adjusted in accordance with Section 4.4 of the Plan) calculated based on a performance period from January 1, 2023 through the end of the fiscal quarter immediately preceding the closing date of the transaction giving rise to the Change of Control; and provided further that the Date of Issuance in such case shall be December 31, 2025 subject to either (1) your continued employment through such date or (2) your Retirement, pursuant to Section 2(b)(iii). Upon termination of your employment by Capital One without Cause or by you for Good Reason (each as defined below), in either case on or prior to the second anniversary of the occurrence of a Change of Control of Capital One and prior to the Date of Issuance with respect to the Time-Based Units, then notwithstanding anything herein to the contrary, all of the Time-Based Units shall vest and the Shares shall be issuable in full without restrictions on transferability immediately upon the occurrence of your termination of employment following such Change of Control (to the extent not previously vested or forfeited as provided herein) and such date shall be the Date of Issuance; provided, however, that if the Time-Based Units are considered deferred compensation under Section 409A of the Code and not exempt from Section 409A of the Code as a short-term deferral or otherwise, and you are a "specified employee," as defined in and pursuant to Reg. Section 1.409A 1(i) or any successor regulation, on the date of any such termination of employment without Cause or for Good Reason, you will not be entitled to such vesting prior to the earlier of (i) the date which is six months from the date of your "separation from service" (as defined in Reg. Section 1.409A 1(h) or any successor regulation) as a result of such termination and (ii) your death.

With respect to any Time-Based Units that have vested, the Shares related thereto shall be issued to you, in settlement of such vested Time-Based Units, on the Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Time-Based Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(d) **Definitions.**



(i) For purposes of this Agreement, "Cause" shall mean (1) the willful and continued failure to perform substantially your duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness or following your delivery of a Notice of Termination (as defined below) for Good Reason), after a written demand for substantial performance is delivered to you by the Board or the Chief Executive Officer of the Company that specifically identifies the manner in which the Board or the Chief Executive Officer of the Company believes that you have not substantially performed your duties, or (2) the willful engaging by you in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company. No act, or failure to act, on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Employer and is not publicly-traded, the board of directors (or equivalent management body) of the ultimate parent of the Employer (the "Applicable Board"), (B) the instructions of the Chief Executive Officer of the Company (unless you are the Chief Executive Officer at the time of any such instruction) or (C) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding you, if you are a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with your counsel, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, you are guilty of the conduct described in this Section 2(d)(i), and specifying the particulars thereof in detail.

(ii) For purposes of this Agreement, "Good Reason" shall mean (1) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (2) any failure by the Company to pay your compensation owed other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (3) the Company's requiring you (I) to be based at any office or location more than 35 miles from the office or location at which you were required to work as of the date of this Agreement or (II) to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the date the Change of Control occurs; or (4) any other action or inaction that constitutes a material breach by the Company of this Agreement or any employment agreement. For purposes of this Section 2(d)(ii) of this Agreement, any good faith determination of Good Reason made by you shall be conclusive. Your mental or physical incapacity following the occurrence of an event described above in clauses (1) through (4) shall not affect your ability to terminate employment for Good Reason.

(iii) Any termination by the Company for Cause, or by you for Good Reason, shall be communicated by Notice of Termination to the other party. "Notice of Termination" means a written notice that (1) indicates the specific termination provision in this Agreement relied upon, (2) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated, and (3) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 30 days after the giving of such notice). The failure by you or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of you or the Company, respectively, hereunder or preclude you or the Company, respectively, from asserting such fact or circumstance in enforcing your or the Company's respective rights hereunder.

(iv) "Date of Termination" means, if your employment is terminated by the Company for Cause, or by you for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be. You and the Company shall take all steps necessary to ensure that any termination described in this Section 2(d) constitutes a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

3. **Non-Transferability.** Subject to the provisions of Section 2 and 14 hereof, the right to receive some or all of the Units and the Shares related thereto shall not be assignable or transferable, or otherwise alienated, pledged or hypothecated or otherwise encumbered under any circumstances. Any purported or attempted assignment, transfer, alienation, pledge, hypothecation or encumbrance of such rights or of the Units or the Shares related thereto prior to their issuance to you shall be null and void and shall result in the immediate forfeiture of such rights or Units, including the Shares related thereto, and cancellation of this Agreement.

4. **Modification and Waiver.** Except as provided in the Plan with respect to determinations of the Board or the Committee and subject to the Committee's right to amend the Plan, neither this Agreement nor any provision hereof can be changed, modified, amended, discharged, terminated or waived orally or by any course of dealing or purported course of dealing, but only by an agreement in writing signed by you and Capital One; provided, that changes, modifications and amendments not detrimental to you may be made in writing signed only by Capital One. No such agreement shall extend to or affect any provision of this Agreement not expressly changed, modified, amended, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Agreement shall not be deemed to be a waiver or acquiescence in any other breach thereof.

5. **Tax Withholding.** If you become subject to withholding under applicable tax laws, you agree to pay Capital One the amount required to be withheld by one or more of the following methods:

(a) Capital One will automatically withhold the number of Shares having a Fair Market Value on the date the tax withholding obligation is to be determined equal to the amount required to be withheld (as determined pursuant to the Plan), rounded up to the nearest whole Share; or

(b) by such other methods as Capital One may make available from time to time.

6. **Dividends.** Dividends with respect to the Shares shall accrue beginning on January 1, 2023, through the applicable Date of Issuance when the Shares underlying the Units or Time-Based Units are delivered, at which time such accrued dividends shall be paid out in the form of additional shares of common stock of the Company based on the Fair Market Value of a share of the Company's common stock on the business day prior to the Date of Issuance. The accrued dividends that shall be paid out to you shall be only such amount that has accrued with respect to the Shares underlying the Units or Time-Based Units that vest on the Date of Issuance.

7. Governing Law. This Agreement shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and you hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Agreement. You and Capital One agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.

8. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, except as provided otherwise herein, the provisions of this Agreement shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

9. Bound by Plan. In consideration of the grant of the Units and the Shares, you agree that you will comply with such conditions as the Committee may impose on the Units and the Shares and be bound by the terms of the Plan.

10. Employment Status. This Agreement does not constitute a contract of employment nor does it alter your terminable at will status or otherwise guarantee future employment.

11. Binding Effect. This Agreement shall be binding upon, enforceable against, and inure to the benefit of you and your legatees, distributees and personal representatives, and Capital One and its successors and assigns.

12. Clawbacks. You agree that any Units, Shares or dividends awarded to you pursuant to this Agreement are subject to the Capital One Financial Corporation Compensation Recoupment Policy (as amended from time to time, the "Clawback Policy"). You agree and consent to the Company's application, implementation and enforcement of the Clawback Policy or any similar policy established by the Company that may apply to you, and you expressly agree that the Company may take such actions as are necessary to effectuate the Clawback Policy, any similar policy (as applicable to you) or applicable law without further consent or action being required by you.

13. Rights as a Stockholder. You shall have no rights of a stockholder with respect to the shares of Common Stock represented by Units, including, but not limited to, the right to vote and to receive dividends, unless and until such shares of Common Stock are transferred to you pursuant to the Plan and this Agreement.

14. Mandatory Holding Requirement.

(a) You agree that with respect to the Applicable Holding Shares you may not transfer, sell, pledge, hypothecate or otherwise dispose of such Applicable Holding Shares until the Holding Date; provided that the requirements set forth in this Section 14 shall immediately lapse and be of no further force and effect upon your death, Disability or termination of employment by Capital One without Cause or by you for Good Reason following a Change of Control, pursuant to Section 2(c).

(b) For purposes of this Section 14:

(i) "Applicable Holding Shares" means 50% of the Shares acquired hereunder (not including any Shares sold or retained by the Company or its designated agent to fund the payment of any tax withholding obligation, brokerage commission or fees payable in connection with the Shares) during your term of employment with the Company and during the one-year period after termination of your employment for any reason; and

(ii) "Holding Date" means the later of: (1) the first anniversary of the date of acquisition of any Applicable Holding Shares; or (2) until your stock ownership requirement is met, as determined by the Committee.

15. Data Protection. You consent to the collection, processing and transfer (including international transfer) of your personally identifiable data in connection with the grant of the Units and participation in the Plan.

16. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

18. Miscellaneous. In accepting the grant, you acknowledge and agree that:

(a) this Agreement is intended to comply with the applicable requirements of Section 409A of the Code as it relates to U.S. taxpayers and shall be limited, construed and interpreted in a manner so as to comply therewith;

(b) your obligations under this Agreement shall survive any termination of your employment with the Company for any reason;

(c) any of the Company's rights or remedies under this Agreement shall be cumulative and in addition to whatever other remedies the Company may have under law or equity;

(d) any recovery by the Company under this Agreement will be a recovery of Shares to which you were not entitled under this Agreement and is not to be construed in any manner as a penalty;

(e) the Company may, to the maximum extent permitted by applicable law and Section 409A of the Code as it relates to U.S. taxpayers, retain for itself funds or securities otherwise payable to you pursuant to this Agreement to satisfy any obligation or debt that you owe to the Company, including any obligations hereunder. The Company may not retain such funds or securities until such time as they would otherwise be distributable to you in accordance with this Agreement;

(f) the Company reserves the right to impose other requirements on the Units, any Shares acquired pursuant to the Units, and your participation in the Plan, to the extent Capital One determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Units and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing; and

(g) Capital One from time to time distributes and makes available to associates disclosure documents, including a prospectus, relating to the Plan. You may also contact the HR Help Center to obtain copies of the Plan disclosure documents and the Plan. You should carefully read the Plan disclosure documents and the Plan. By accepting the benefits of this Agreement you acknowledge receipt of the Plan and the Plan disclosure documents and agree to be bound by the terms of this Agreement and the Plan. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or

electronic system established and maintained by Capital One or a third-party designated by Capital One.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

**CAPITAL ONE FINANCIAL CORPORATION**

By:

\_\_\_\_\_  
Kaitlin Haggerty  
Chief Human Resources Officer

**PARTICIPANT**

By: SIGNED BY ELECTRONIC SIGNATURE  
[NAME]

**BY ELECTRONICALLY ACCEPTING THE AWARD, YOU AGREE THAT (i) SUCH ACCEPTANCE CONSTITUTES YOUR ELECTRONIC SIGNATURE IN EXECUTION OF THIS AGREEMENT; (ii) YOU AGREE TO BE BOUND BY THE PROVISIONS OF THE PLAN AND THIS AGREEMENT; (iii) YOU HAVE REVIEWED THE PLAN AND THIS AGREEMENT IN THEIR ENTIRETY, HAVE HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO ACCEPTING THE AWARD AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THE PLAN AND THIS AGREEMENT; (iv) YOU HAVE BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE PROSPECTUS FOR THE PLAN; AND (v) YOU HEREBY AGREE TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE UPON ANY QUESTIONS ARISING UNDER THE PLAN AND THIS AGREEMENT.**

\*\*\*\*\*

## APPENDIX A

### PERFORMANCE SHARE METRICS AND PAYOUT

#### 1. Company Performance Relative to Peer Group

The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance pursuant to Section 2(a) shall be based on the Company's performance over the Performance Period, measured by two metrics weighted as follows:

- (a) **One-Third** of the Units (the "Adjusted ROTCE Tranche") shall become issuable as Shares based on the Adjusted ROTCE achieved by the Company over the Performance Period, relative to the Adjusted ROTCE achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Adjusted ROTCE Percentile"), such that:
  - (i) If the Company's Adjusted ROTCE Percentile is 80th or higher, then 150% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (ii) If the Company's Adjusted ROTCE Percentile is 25th, then 40% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iii) If the Company's Adjusted ROTCE Percentile below 25th, then 0% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iv) If the Company's Adjusted ROTCE Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Adjusted ROTCE" means the ratio, expressed as a percentage, of (a) the Company's net income available to common stockholders, excluding, on a tax adjusted basis, the impact of impairment, amortization and re-measurement of intangible assets, to (b) the Company's average tangible common equity; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.

- (b) **Two-Thirds** of the Units (the "Growth of Tangible Book Value Per Share Plus Common Dividends Tranche") shall become issuable as Shares based on the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by the Company over the Performance Period, relative to the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Growth of Tangible Book Value Per Share Plus Common Dividends Percentile"), such that:
  - (i) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 80th or higher, then 150% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.
  - (ii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 25th, then 40% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.
  - (iii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile below 25th, then 0% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.

(iv) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Growth of Tangible Book Value Per Share Plus Common Dividends" means the three year average of the ratios, expressed as a percentage, of (a) the Company's tangible book value per share at the end of each year within the Performance Period, plus total common dividends per share paid during such year, to (b) the Company's tangible book value per share at the beginning of each corresponding year within the Performance Period; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.

Subject to section 2 below, the total Shares issuable pursuant to this Agreement (the "Total Shares Earned") shall be equal to the sum of the Shares issuable pursuant to paragraphs (a) and (b) above.

## **2. Absolute Performance Modifier**

In the event that the Company's Adjusted ROTCE for one or more fiscal years in the Performance Period is less than or equal to zero, the Total Shares Earned shall be reduced as provided below:

- (a) If the Company's Adjusted ROTCE is less than or equal to zero for one fiscal year within the Performance Period, the Total Shares Earned shall be reduced by one-sixth;
- (b) If the Company's Adjusted ROTCE is less than or equal to zero for any two fiscal years within the Performance Period, the Total Shares Earned shall be reduced by one-third; and
- (c) If the Company's Adjusted ROTCE is less than or equal to zero for all three fiscal years within the Performance Period, the Total Shares Earned shall be forfeited in full.

## APPENDIX B

### PEER GROUP

The "Peer Group" shall consist of the companies listed below, which were the companies in the KBW Bank Index as of January 1, 2023, excluding custody banks. If during the Performance Period, one or more of the members of the Peer Group fails, files bankruptcy, enters into receivership, merges, engages in a spin-off, is sold, is delisted from the New York Stock Exchange or the National Association of Securities Dealers Automated Quotations or otherwise experiences a material change in its business activities, then the Committee may eliminate such company from the Peer Group or make other equitable adjustments regarding the Peer Group as it deems necessary or appropriate to prevent the enlargement or diminution of the rights of Participants, with any such changes having effect for purposes of the calculation of any award determination or calculations hereunder, including the determination of Adjusted ROTCE Percentile and Growth of Tangible Book Value Per Share Plus Common Dividends Percentile.

Bank of America  
Citigroup  
Citizens Financial Group  
Comerica  
East West Bancorp  
Fifth Third Bancorp  
First Republic  
Huntington Bancshares  
JP Morgan Chase  
KeyCorp  
M&T Bank Corp  
PNC  
Regions  
Signature Bank  
SVB Financial  
Truist  
US Bancorp  
Wells Fargo  
Western Alliance  
Zions Bancorp



CAPITAL ONE FINANCIAL CORPORATION  
 2004 Stock Incentive Plan  
 Performance Unit Award Agreement

THIS NOTICE OF PERFORMANCE UNIT AWARD AGREEMENT (the “Grant Notice” and, together with the Terms and Conditions (as defined below), the “Agreement”) between CAPITAL ONE FINANCIAL CORPORATION, a Delaware corporation (“Capital One” or the “Company”), and you, is made pursuant and subject to the provisions of the Company’s 2004 Stock Incentive Plan, as amended and restated (the “Plan”) and all capitalized terms used herein that are defined in the Plan shall have the same meaning given to them in the Plan unless otherwise defined herein. For purposes of this Agreement, “Employer” means the entity (i.e., Capital One, Subsidiary or Affiliate) that employs you.

WHEREAS, Article 9 of the Plan provides for the award from time to time in the discretion of the Committee of performance units, the vesting and issuance of which are subject to certain service, performance or other conditions set forth on the following pages (the “Terms and Conditions”).

1. Award Summary.

Grantee (“you”):	Richard D. Fairbank
“Date of Grant”:	February 1, 2024
No. of Performance Units (the “Units”) at Target (the “Target Award”):	31,213 Units

2. Vesting Summary. The Units shall vest no later than March 15, 2027, as outlined in the Terms and Conditions.

3. Acceptance and Agreement by Participant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

**CAPITAL ONE FINANCIAL CORPORATION**  
 By:

/s/ François Locoh-Donou  
 François Locoh-Donou  
 Chair, Compensation Committee

**PARTICIPANT**

By: /s/ Richard D. Fairbank  
 Richard D. Fairbank

**TERMS AND CONDITIONS**

1. Grant of Performance Units. Capital One hereby grants to you an award of Units with a Target Award, as indicated on the Grant Notice. The maximum payout for this award is 150% of the Target Award plus accrued dividends pursuant to Section 6. The Units shall vest and the underlying shares of common stock of Capital One, \$.01 par value per share (such underlying shares, the "Shares"), shall be issuable only in accordance with the provisions of this Agreement and the Plan.

2. Lapse of Restrictions.

(a) Vesting. Except as provided in Sections 2(b) and 2(c) below and to the extent not previously vested or forfeited as provided herein, the Units shall vest on a date as determined by the Committee after termination of the Performance Period (as defined below) and certification of performance by the Committee, but no later than March 15, 2027 (the "Date of Issuance"). On the Date of Issuance, the Units shall vest, and the Shares shall become issuable as determined based on the Company's TSR, as defined on Appendix A, relative to the Peer Group, as defined on Appendix B, over a three-year performance period beginning on January 1, 2024 and ending on December 31, 2026 (the "Performance Period") as certified by the Committee following the end of the Performance Period. The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance shall be determined as set forth on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall also be subject to reduction in accordance with section 12 below.

With respect to any Units that have vested on the Date of Issuance, the Shares related thereto shall be issued to you, in settlement of such vested Units, on such Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award as provided in Section 6 below. All Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(b) Effect of Termination of Employment.

(i) Upon termination of your employment with Capital One for any reason other than death, Disability or Retirement, as defined below, prior to the Date of Issuance, all Units shall immediately be forfeited (to the extent not previously vested or forfeited as provided herein). For the avoidance of doubt, a transfer of employment to an affiliate of Capital One shall not constitute a termination of employment for purposes of this Section 2(b).

(ii) Upon termination of your employment as a result of your death or Disability on or prior to December 31, 2026, a number of the Units equal to (1) the Target Award amount as specified above, or (2) following a Change of Control, the Time-Based Units as calculated in Section 2(c) below, shall immediately vest and the Shares shall be immediately issuable to you as soon as practicable following your death or Disability and in all events on or before the later of December 31 of the year of termination or 2.5 months following such termination. Upon your termination of employment as a result of your death or Disability on or after January 1, 2027, but prior to the Date of Issuance, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) above.

(iii) Notwithstanding any other provision in this Agreement, upon your Retirement, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) and 2(c).

(iv) Upon termination of your employment with Capital One for Cause, as defined herein, prior to the Date of Issuance, all Units shall be immediately forfeited (to the extent not previously vested or forfeited as provided herein).

(c) **Effect of Change of Control.** Upon a Change of Control, a number of Units shall, upon certification of performance by the Committee, convert into time-based restricted stock units (the "Time-Based Units") (as may be adjusted in accordance with Section 4.4 of the Plan) calculated based on a performance period from January 1, 2024 through the end of the fiscal quarter immediately preceding the closing date of the transaction giving rise to the Change of Control; and provided further that the Date of Issuance in such case shall be December 31, 2026 subject to either (1) your continued employment through such date or (2) your Retirement, pursuant to Section 2(b)(iii). Upon your termination of employment by Capital One without Cause or for Good Reason (each as defined below), in either case on or prior to the second anniversary of the occurrence of a Change of Control of Capital One and prior to the Date of Issuance with respect to the Time-Based Units, then notwithstanding anything herein to the contrary, all of the Time-Based Units shall vest and the Shares shall be issuable in full without restrictions on transferability immediately upon the occurrence of your termination of employment following such Change of Control (to the extent not previously vested or forfeited as provided herein) and such date shall be the Date of Issuance; provided, however, that if the Time-Based Units are considered deferred compensation under Section 409A of the Code and not exempt from Section 409A of the Code as a short-term deferral or otherwise, and you are a "specified employee," as defined in and pursuant to Reg. Section 1.409A 1(i) or any successor regulation, on the date of any such termination of employment without Cause or for Good Reason, you will not be entitled to such vesting prior to the earlier of (i) the date which is six months from the date of your "separation from service" (as defined in Reg. Section 1.409A 1(h) or any successor regulation) as a result of such termination and (ii) your death.

With respect to any Time-Based Units that have vested, the Shares related thereto shall be issued to you, in settlement of such vested Time-Based Units, on the Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Time-Based Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(d) **Definitions.**

(i) For purposes of this Agreement, "Cause" shall mean (1) the willful and continued failure to perform substantially your duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness or following your delivery of a Notice of Termination (as defined below) for Good Reason), after a written demand for substantial performance is delivered to you by the Board or the Committee that specifically identifies the manner in which the Board or the Committee believes that you have not substantially performed your duties, or (2) the willful engaging by you in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company. No act, or failure to act, on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Employer and is not publicly-traded, the board of directors (or equivalent management body) of the ultimate parent of the Employer (the "Applicable Board") or (B) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding you, if you are a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with your counsel, to be heard before the Applicable Board),

finding that, in the good faith opinion of the Applicable Board, you are guilty of the conduct described in this Section 2(d)(i), and specifying the particulars thereof in detail.

(ii) For purposes of this Agreement, "Good Reason" shall mean (1) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (2) any failure by the Company to pay you compensation owed other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (3) the Company's requiring you (I) to be based at any office or location more than 35 miles from the office or location at which you were required to work as of the date of this Agreement or (II) to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the date the Change of Control occurs; or (4) any other action or inaction that constitutes a material breach by the Company of this Agreement or any employment agreement. For purposes of this Section 2(d)(ii) of this Agreement, any good faith determination of Good Reason made by you shall be conclusive. Your mental or physical incapacity following the occurrence of an event described above in clauses (1) through (4) shall not affect your ability to terminate employment for Good Reason.

(iii) Any termination by the Company for Cause, or by you for Good Reason, shall be communicated by Notice of Termination to the other party. "Notice of Termination" means a written notice that (1) indicates the specific termination provision in this Agreement relied upon, (2) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated, and (3) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 30 days after the giving of such notice). The failure by you or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of you or the Company, respectively, hereunder or preclude you or the Company, respectively, from asserting such fact or circumstance in enforcing your or the Company's respective rights hereunder.

(iv) "Date of Termination" means, if your employment is terminated by the Company for Cause, or by you for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be. You and the Company shall take all steps necessary to ensure that any termination described in this Section 2(d) constitutes a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

3. Non-Transferability. Subject to the provisions of Section 2 and 14 hereof, the right to receive some or all of the Units and the Shares related thereto shall not be assignable or transferable, or otherwise alienated, pledged or hypothecated or otherwise encumbered under any circumstances. Any purported or attempted assignment, transfer, alienation, pledge, hypothecation or encumbrance of such rights or of the Units or the Shares related thereto prior to their issuance to you shall be null and void and shall result in the immediate forfeiture of such rights or Units, including the Shares related thereto, and cancellation of this Agreement.

4. Modification and Waiver. Except as provided in the Plan with respect to determinations of the Board or the Committee and subject to the Committee's right to amend the Plan, neither this Agreement nor any provision hereof can be changed, modified, amended, discharged, terminated or waived orally or by any course of dealing or purported course of dealing, but only by an agreement in writing signed by you and Capital One; provided, that changes, modifications and amendments not detrimental to you may be made in writing signed only by Capital One. No such agreement shall extend to or affect any provision of this Agreement not expressly changed, modified, amended, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Agreement shall not be deemed to be a waiver or acquiescence in any other breach thereof.

5. Tax Withholding. If you become subject to withholding under applicable tax laws, you agree to pay Capital One the amount required to be withheld by one or more of the following methods:

(a) Capital One will automatically withhold the number of Shares having a Fair Market Value on the date the tax withholding obligation is to be determined equal to the amount required to be withheld (as determined pursuant to the Plan), rounded up to the nearest whole Share; or

(b) by such other methods as Capital One may make available from time to time.

6. Dividends. Dividends with respect to the Shares shall accrue beginning on January 1, 2024, through the applicable Date of Issuance when the Shares underlying the Units or Time-Based Units are delivered, at which time such accrued dividends shall be paid out in the form of additional shares of common stock of the Corporation based on the Fair Market Value of a share of the Company's common stock on the business day prior to the Date of Issuance. The accrued dividends that shall be paid out to you shall be only such amount that has accrued with respect to the Shares underlying the Units or Time-Based Units that vest on the Date of Issuance.

7. Governing Law. This Agreement shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and you hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Agreement. You and Capital One agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.

8. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, except as provided otherwise herein, the provisions of this Agreement shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

9. Bound by Plan. In consideration of the grant of the Units and the Shares, you agree that you will comply with such conditions as the Committee may impose on the Units and the Shares and be bound by the terms of the Plan.

10. Employment Status. This Agreement does not constitute a contract of employment nor does it alter your terminable at will status or otherwise guarantee future employment.

11. Binding Effect. This Agreement shall be binding upon, enforceable against, and inure to the benefit of you and your legatees, distributees and personal representatives, and Capital One and its successors and assigns.

12. Clawbacks. You agree that any Units, Shares or dividends awarded to you pursuant to this Agreement are subject to the Capital One Financial Corporation Compensation Recoupment Policy (as amended from time to time, the "Clawback Policy"). You agree and consent to the Company's application, implementation and enforcement of the Clawback Policy or any similar policy established by the Company that may apply to you, and you expressly agree that the Company may take such actions as

are necessary to effectuate the Clawback Policy, any similar policy (as applicable to you) or applicable law without further consent or action being required by you.

13. Rights as a Stockholder. You shall have no rights of a stockholder with respect to the shares of Common Stock represented by Units, including, but not limited to, the right to vote and to receive dividends, unless and until such shares of Common Stock are transferred to you pursuant to the Plan and this Agreement.

14. Mandatory Holding Requirement.

(a) You agree that with respect to the Applicable Holding Shares you may not transfer, sell, pledge, hypothecate or otherwise dispose of such Applicable Holding Shares until the Holding Date; provided that the requirements set forth in this Section 14 shall immediately lapse and be of no further force and effect upon your death, Disability or termination of employment by Capital One without Cause or for Good Reason following a Change of Control, pursuant to Section 2(c).

(b) For purposes of this Section 14:

(i) "Applicable Holding Shares" means 50% of the Shares acquired hereunder (not including any Shares sold or retained by the Company or its designated agent to fund the payment of any tax withholding obligation, brokerage commission or fees payable in connection with the Shares) during your term of employment with the Company and during the one-year period after termination of your employment for any reason; and

(ii) "Holding Date" means the later of: (1) the first anniversary of the date of acquisition of any Applicable Holding Shares; or (2) until your stock ownership requirement is met, as determined by the Committee.

15. Data Protection. You consent to the collection, processing and transfer (including international transfer) of your personally identifiable data in connection with the grant of the Units and participation in the Plan.

16. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

18. Miscellaneous. In accepting the grant, you acknowledge and agree that:

(a) this Agreement is intended to comply with the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in a manner so as to comply therewith;

(b) your obligations under this Agreement shall survive any termination of your employment with the Company for any reason;

(c) any of the Company's rights or remedies under this Agreement shall be cumulative and in addition to whatever other remedies the Company may have under law or equity;

(d) any recovery by the Company under this Agreement will be a recovery of Shares to which you were not entitled under this Agreement and is not to be construed in any manner as a penalty;

(e) the Company may, to the maximum extent permitted by applicable law and Section 409A of the Code, retain for itself funds or securities otherwise payable to you pursuant to this Agreement to satisfy any obligation or debt that you owe to the Company, including any obligations hereunder. The Company may not retain such funds or securities until such time as they would otherwise be distributable to you in accordance with this Agreement;

(f) the Company reserves the right to impose other requirements on the Units, any Shares acquired pursuant to the Units, and your participation in the Plan, to the extent Capital One determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Units and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing; and

(g) Capital One from time to time distributes and makes available to associates disclosure documents, including a prospectus, relating to the Plan. You may also contact the HR Help Center to obtain copies of the Plan disclosure documents and the Plan. You should carefully read the Plan disclosure documents and the Plan. By accepting the benefits of this Agreement you acknowledge receipt of the Plan and the Plan disclosure documents and agree to be bound by the terms of this Agreement and the Plan. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by Capital One or a third-party designated by Capital One.

## APPENDIX A

### PERFORMANCE SHARE METRICS AND PAYOUT

#### *Company Total Shareholder Return Relative to Peer Group*

The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance pursuant to Section 2(a) shall be based on the Company's Total Shareholder Return relative to the Peer Group on Appendix B over the Performance Period, using a metric calculated as follows:

The Units shall become issuable as Shares based on the TSR achieved by the Company over the Performance Period, relative to the TSR achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Relative TSR Percentile"), such that:

- (i) If the Company's Relative TSR Percentile is 80th or higher, then 150% of the Units shall be issuable as Shares.
- (ii) If the Company's Relative TSR Percentile is 25th, then 40% of the Units shall be issuable as Shares.
- (iii) If the Company's Relative TSR Percentile below 25th, then 0% of the Units shall be issuable as Shares.
- (iv) If the Company's Relative TSR Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Total Shareholder Return" or "TSR" means the change in the value of the applicable common stock over the Performance Period, taking into account the reinvestment of common dividends on the ex-dividend date. The calculation of the stock price appreciation component of TSR = (Ending Stock Price - Beginning Stock Price)/Beginning Stock Price.

"Beginning Stock Price" means the average Stock Price for the 20 trading days immediately preceding the first day of the Performance Period.

"Ending Stock Price" means the average Stock Price for the 20 trading days immediately preceding and including the last day of the Performance Period.

"Stock Price" means the closing price for the day as reported on the applicable exchange or market.



**APPENDIX B**

**PEER GROUP**

The "Peer Group" shall consist of the companies listed below, which were the companies in the KBW Bank Index as of January 1, 2024, excluding custody banks. If during the Performance Period, one or more of the members of the Peer Group fails, files bankruptcy, or enters into receivership, then such company shall continue to be treated as a member of the Peer Group for the Performance Period but shall be placed at the bottom of the Peer Group for purposes of determining the Relative TSR Percentile. If during the Performance Period, one or more members of the Peer Group merges, engages in a spin-off, is sold, is delisted from the New York Stock Exchange or the National Association of Securities Dealers Automated Quotations or otherwise experiences a material change in its business activities, then the Committee may eliminate such company from the Peer Group or make other equitable adjustments regarding the Peer Group as it deems necessary or appropriate. In any of these events, the Committee may make such equitable adjustments as it deems necessary or appropriate to prevent the enlargement or diminution of the rights of Participants, with any such changes having effect for purposes of any award determination or calculations hereunder, including the determination of TSR and Relative TSR Percentile.

Bank of America  
Citigroup Inc  
Citizens Financial Group  
Comerica Inc  
East West Bancorp  
Fifth Third Bancorp  
First Horizon  
Goldman Sachs  
Huntington Bancshares  
JP Morgan Chase  
KeyCorp  
M&T Bank  
Morgan Stanley  
PNC Financial  
Regions Financial  
Truist Financial  
US Bancorp  
Wells Fargo & Co  
Western Alliance Bancorp  
Zions Bancorp

CAPITAL ONE FINANCIAL CORPORATION  
2004 Stock Incentive Plan  
Performance Unit Award Agreement

THIS NOTICE OF PERFORMANCE UNIT AWARD AGREEMENT (the “Grant Notice” and, together with the Terms and Conditions (as defined below), the “Agreement”) between CAPITAL ONE FINANCIAL CORPORATION, a Delaware corporation (“Capital One” or the “Company”), and you, is made pursuant and subject to the provisions of the Company’s 2004 Stock Incentive Plan, as amended and restated (the “Plan”) and all capitalized terms used herein that are defined in the Plan shall have the same meaning given to them in the Plan unless otherwise defined herein. For purposes of this Agreement, “Employer” means the entity (i.e., Capital One, Subsidiary or Affiliate) that employs you.

WHEREAS, Article 9 of the Plan provides for the award from time to time in the discretion of the Committee of performance units, the vesting and issuance of which are subject to certain service, performance or other conditions set forth on the following pages (the “Terms and Conditions”).

1. Award Summary.

Grantee (“you”):	Richard D. Fairbank
“Date of Grant”:	February 1, 2024
No. of Performance Units (the “Units”) at Target (the “Target Award”):	93,639 Units

2. Vesting Summary. The Units shall vest no later than March 15, 2027, as outlined in the Terms and Conditions.

3. Acceptance and Agreement by Participant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

**CAPITAL ONE FINANCIAL CORPORATION**  
By:

/s/ François Locoh-Donou  
François Locoh-Donou  
Chair, Compensation Committee

**PARTICIPANT**

By: /s/ Richard D. Fairbank  
Richard D. Fairbank

**TERMS AND CONDITIONS**

1. Grant of Performance Units. Capital One hereby grants to you an award of Units with a Target Award, as indicated on the Grant Notice. The maximum payout for this award is 150% of the Target Award plus accrued dividends pursuant to Section 6. The Units shall vest and the underlying shares of common stock of Capital One, \$.01 par value per share (such underlying shares, the "Shares"), shall be issuable only in accordance with the provisions of this Agreement and the Plan.

2. Lapse of Restrictions.

(a) Vesting. Except as provided in Sections 2(b) and 2(c) below and to the extent not previously vested or forfeited as provided herein, the Units shall vest on a date as determined by the Committee after termination of the Performance Period (as defined below) and certification of performance by the Committee, but no later than March 15, 2027 (the "Date of Issuance"). On the Date of Issuance, the Units shall vest, and the Shares shall become issuable as determined based on the Company's Adjusted ROTCE and Growth of Tangible Book Value Per Share Plus Common Dividends, each as defined on Appendix A, relative to the Peer Group, as defined on Appendix B, over a three-year performance period beginning on January 1, 2024 and ending on December 31, 2026 (the "Performance Period") as certified by the Committee following the end of the Performance Period. The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance shall be determined as set forth on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall be reduced in the event that Adjusted ROTCE for one or more fiscal years in the Performance Period is less than or equal to zero, as provided on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall also be subject to reduction in accordance with section 12 below.

With respect to any Units that have vested on the Date of Issuance, the Shares related thereto shall be issued to you, in settlement of such vested Units, on such Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award as provided in Section 6 below. All Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(b) Effect of Termination of Employment.

(i) Upon termination of your employment with Capital One for any reason other than death, Disability or Retirement, as defined below, prior to the Date of Issuance, all Units shall immediately be forfeited (to the extent not previously vested or forfeited as provided herein). For the avoidance of doubt, a transfer of employment to an affiliate of Capital One shall not constitute a termination of employment for purposes of this Section 2(b).

(ii) Upon termination of your employment as a result of your death or Disability on or prior to December 31, 2026, a number of the Units equal to (1) the Target Award amount as specified above, or (2) following a Change of Control, the Time-Based Units as calculated in Section 2(c) below, shall immediately vest and the Shares shall be immediately issuable to you as soon as practicable following your death or Disability and in all events on or before the later of December 31 of the year of termination or 2.5 months following such termination. Upon your termination of employment as a result of your death or Disability on or after January 1, 2027, but prior to the Date of Issuance, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) above.

(iii) Notwithstanding any other provision in this Agreement, upon your Retirement, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) and 2(c).

(iv) Upon termination of your employment with Capital One for Cause, as defined herein, prior to the Date of Issuance, all Units shall be immediately forfeited (to the extent not previously vested or forfeited as provided herein).

(c) Effect of Change of Control. Upon a Change of Control, a number of Units shall, upon certification of performance by the Committee, convert into time-based restricted stock units (the "Time-Based Units") (as may be adjusted in accordance with Section 4.4 of the Plan) calculated based on a performance period from January 1, 2024 through the end of the fiscal quarter immediately preceding the closing date of the transaction giving rise to the Change of Control; and provided further that the Date of Issuance in such case shall be December 31, 2026 subject to either (1) your continued employment through such date or (2) your Retirement, pursuant to Section 2(b)(iii). Upon your termination of employment by Capital One without Cause or for Good Reason (each as defined below), in either case on or prior to the second anniversary of the occurrence of a Change of Control of Capital One and prior to the Date of Issuance with respect to the Time-Based Units, then notwithstanding anything herein to the contrary, all of the Time-Based Units shall vest and the Shares shall be issuable in full without restrictions on transferability immediately upon the occurrence of your termination of employment following such Change of Control (to the extent not previously vested or forfeited as provided herein) and such date shall be the Date of Issuance; provided, however, that if the Time-Based Units are considered deferred compensation under Section 409A of the Code and not exempt from Section 409A of the Code as a short-term deferral or otherwise, and you are a "specified employee," as defined in and pursuant to Reg. Section 1.409A 1(i) or any successor regulation, on the date of any such termination of employment without Cause or for Good Reason, you will not be entitled to such vesting prior to the earlier of (i) the date which is six months from the date of your "separation from service" (as defined in Reg. Section 1.409A 1(h) or any successor regulation) as a result of such termination and (ii) your death.

With respect to any Time-Based Units that have vested, the Shares related thereto shall be issued to you, in settlement of such vested Time-Based Units, on the Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Time-Based Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(d) Definitions.

(i) For purposes of this Agreement, "Cause" shall mean (1) the willful and continued failure to perform substantially your duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness or following your delivery of a Notice of Termination (as defined below) for Good Reason), after a written demand for substantial performance is delivered to you by the Board or the Committee that specifically identifies the manner in which the Board or the Committee believes that you have not substantially performed your duties, or (2) the willful engaging by you in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company. No act, or failure to act, on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Employer and is not publicly-traded, the board of directors (or equivalent management body) of the ultimate parent of the Employer (the "Applicable Board") or (B) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not

less than three-quarters of the entire membership of the Applicable Board (excluding you, if you are a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with your counsel, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, you are guilty of the conduct described in this Section 2(d)(i), and specifying the particulars thereof in detail.

(ii) For purposes of this Agreement, "Good Reason" shall mean (1) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (2) any failure by the Company to pay your compensation owed other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (3) the Company's requiring you (I) to be based at any office or location more than 35 miles from the office or location at which you were required to work as of the date of this Agreement or (II) to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the date the Change of Control occurs; or (4) any other action or inaction that constitutes a material breach by the Company of this Agreement or any employment agreement. For purposes of this Section 2(d)(ii) of this Agreement, any good faith determination of Good Reason made by you shall be conclusive. Your mental or physical incapacity following the occurrence of an event described above in clauses (1) through (4) shall not affect your ability to terminate employment for Good Reason.

(iii) Any termination by the Company for Cause, or by you for Good Reason, shall be communicated by Notice of Termination to the other party. "Notice of Termination" means a written notice that (1) indicates the specific termination provision in this Agreement relied upon, (2) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated, and (3) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 30 days after the giving of such notice). The failure by you or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of you or the Company, respectively, hereunder or preclude you or the Company, respectively, from asserting such fact or circumstance in enforcing your or the Company's respective rights hereunder.

(iv) "Date of Termination" means, if your employment is terminated by the Company for Cause, or by you for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be. You and the Company shall take all steps necessary to ensure that any termination described in this Section 2(d) constitutes a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

3. **Non-Transferability.** Subject to the provisions of Section 2 and 14 hereof, the right to receive some or all of the Units and the Shares related thereto shall not be assignable or transferable, or otherwise alienated, pledged or hypothecated or otherwise encumbered under any circumstances. Any purported or attempted assignment, transfer, alienation, pledge, hypothecation or encumbrance of such rights or of the Units or the Shares related thereto prior to their issuance to you shall be null and void and shall result in the immediate forfeiture of such rights or Units, including the Shares related thereto, and cancellation of this Agreement.

4. Modification and Waiver. Except as provided in the Plan with respect to determinations of the Board or the Committee and subject to the Committee's right to amend the Plan, neither this Agreement nor any provision hereof can be changed, modified, amended, discharged, terminated or waived orally or by any course of dealing or purported course of dealing, but only by an agreement in writing signed by you and Capital One; provided, that changes, modifications and amendments not detrimental to you may be made in writing signed only by Capital One. No such agreement shall extend to or affect any provision of this Agreement not expressly changed, modified, amended, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Agreement shall not be deemed to be a waiver or acquiescence in any other breach thereof.

5. Tax Withholding. If you become subject to withholding under applicable tax laws, you agree to pay Capital One the amount required to be withheld by one or more of the following methods:

(a) Capital One will automatically withhold the number of Shares having a Fair Market Value on the date the tax withholding obligation is to be determined equal to the amount required to be withheld (as determined pursuant to the Plan), rounded up to the nearest whole Share; or

(b) by such other methods as Capital One may make available from time to time.

6. Dividends. Dividends with respect to the Shares shall accrue beginning on January 1, 2024, through the applicable Date of Issuance when the Shares underlying the Units or Time-Based Units are delivered, at which time such accrued dividends shall be paid out in the form of additional shares of common stock of the Corporation based on the Fair Market Value of a share of the Company's common stock on the business day prior to the Date of Issuance. The accrued dividends that shall be paid out to you shall be only such amount that has accrued with respect to the Shares underlying the Units or Time-Based Units that vest on the Date of Issuance.

7. Governing Law. This Agreement shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and you hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Agreement. You and Capital One agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.

8. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, except as provided otherwise herein, the provisions of this Agreement shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

9. Bound by Plan. In consideration of the grant of the Units and the Shares, you agree that you will comply with such conditions as the Committee may impose on the Units and the Shares and be bound by the terms of the Plan.

10. Employment Status. This Agreement does not constitute a contract of employment nor does it alter your terminable at will status or otherwise guarantee future employment.

11. Binding Effect. This Agreement shall be binding upon, enforceable against, and inure to the benefit of you and your legatees, distributees and personal representatives, and Capital One and its successors and assigns.

12. Clawbacks. You agree that any Units, Shares or dividends awarded to you pursuant to this Agreement are subject to the Capital One Financial Corporation Compensation Recoupment Policy (as amended from time to time, the "Clawback Policy"). You agree and consent to the Company's application, implementation and enforcement of the Clawback Policy or any similar policy established by the Company that may apply to you, and you expressly agree that the Company may take such actions as

are necessary to effectuate the Clawback Policy, any similar policy (as applicable to you) or applicable law without further consent or action being required by you.

13. Rights as a Stockholder. You shall have no rights of a stockholder with respect to the shares of Common Stock represented by Units, including, but not limited to, the right to vote and to receive dividends, unless and until such shares of Common Stock are transferred to you pursuant to the Plan and this Agreement.

14. Mandatory Holding Requirement.

(a) You agree that with respect to the Applicable Holding Shares you may not transfer, sell, pledge, hypothecate or otherwise dispose of such Applicable Holding Shares until the Holding Date; provided that the requirements set forth in this Section 14 shall immediately lapse and be of no further force and effect upon your death, Disability or termination of employment by Capital One without Cause or for Good Reason following a Change of Control, pursuant to Section 2(c).

(b) For purposes of this Section 14:

(i) "Applicable Holding Shares" means 50% of the Shares acquired hereunder (not including any Shares sold or retained by the Company or its designated agent to fund the payment of any tax withholding obligation, brokerage commission or fees payable in connection with the Shares) during your term of employment with the Company and during the one-year period after termination of your employment for any reason; and

(ii) "Holding Date" means the later of: (1) the first anniversary of the date of acquisition of any Applicable Holding Shares; or (2) until your stock ownership requirement is met, as determined by the Committee.

15. Data Protection. You consent to the collection, processing and transfer (including international transfer) of your personally identifiable data in connection with the grant of the Units and participation in the Plan.

16. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

18. Miscellaneous. In accepting the grant, you acknowledge and agree that:

(a) this Agreement is intended to comply with the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in a manner so as to comply therewith;

(b) your obligations under this Agreement shall survive any termination of your employment with the Company for any reason;

(c) any of the Company's rights or remedies under this Agreement shall be cumulative and in addition to whatever other remedies the Company may have under law or equity;

(d) any recovery by the Company under this Agreement will be a recovery of Shares to which you were not entitled under this Agreement and is not to be construed in any manner as a penalty;

(e) the Company may, to the maximum extent permitted by applicable law and Section 409A of the Code, retain for itself funds or securities otherwise payable to you pursuant to this Agreement to satisfy any obligation or debt that you owe to the Company, including any obligations hereunder. The Company may not retain such funds or securities until such time as they would otherwise be distributable to you in accordance with this Agreement;

(f) the Company reserves the right to impose other requirements on the Units, any Shares acquired pursuant to the Units, and your participation in the Plan, to the extent Capital One determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Units and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing; and

(g) Capital One from time to time distributes and makes available to associates disclosure documents, including a prospectus, relating to the Plan. You may also contact the HR Help Center to obtain copies of the Plan disclosure documents and the Plan. You should carefully read the Plan disclosure documents and the Plan. By accepting the benefits of this Agreement you acknowledge receipt of the Plan and the Plan disclosure documents and agree to be bound by the terms of this Agreement and the Plan. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by Capital One or a third-party designated by Capital One.



## APPENDIX A

### PERFORMANCE SHARE METRICS AND PAYOUT

#### 1. *Company Performance Relative to Peer Group*

The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance pursuant to Section 2(a) shall be based on the Company's performance over the Performance Period, measured by two metrics weighted as follows:

- (a) **One-Third** of the Units (the "Adjusted ROTCE Tranche") shall become issuable as Shares based on the Adjusted ROTCE achieved by the Company over the Performance Period, relative to the Adjusted ROTCE achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Adjusted ROTCE Percentile"), such that:
- (i) If the Company's Adjusted ROTCE Percentile is 80th or higher, then 150% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (ii) If the Company's Adjusted ROTCE Percentile is 25th, then 40% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iii) If the Company's Adjusted ROTCE Percentile below 25th, then 0% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iv) If the Company's Adjusted ROTCE Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.
- "Adjusted ROTCE" means the ratio, expressed as a percentage, of (a) the Company's net income available to common stockholders, excluding, on a tax adjusted basis, the impact of impairment, amortization and re-measurement of intangible assets, to (b) the Company's average tangible common equity; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.
- (b) **Two-Thirds** of the Units (the "Growth of Tangible Book Value Per Share Plus Common Dividends Tranche") shall become issuable as Shares based on the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by the Company over the Performance Period, relative to the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Growth of Tangible Book Value Per Share Plus Common Dividends Percentile"), such that:
- (i) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 80th or higher, then 150% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.
  - (ii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 25th, then 40% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.

(iii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile below 25th, then 0% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.

(iv) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Growth of Tangible Book Value Per Share Plus Common Dividends" means the three year average of the ratios, expressed as a percentage, of (a) the Company's tangible book value per share at the end of each year within the Performance Period, plus total common dividends per share paid during such year, to (b) the Company's tangible book value per share at the beginning of each corresponding year within the Performance Period; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.

Subject to section 2 below, the total Shares issuable pursuant to this Agreement (the "Total Shares Earned") shall be equal to the sum of the Shares issuable pursuant to paragraphs (a) and (b) above.

## **2. Absolute Performance Modifier**

In the event that the Company's Adjusted ROTCE for one or more fiscal years in the Performance Period is less than or equal to zero, the Total Shares Earned shall be reduced as provided below:

- (a) If the Company's Adjusted ROTCE is less than or equal to zero for one fiscal year within the Performance Period, the Total Shares Earned shall be reduced by one-sixth;
- (b) If the Company's Adjusted ROTCE is less than or equal to zero for any two fiscal years within the Performance Period, the Total Shares Earned shall be reduced by one-third; and
- (c) If the Company's Adjusted ROTCE is less than or equal to zero for all three fiscal years within the Performance Period, the Total Shares Earned shall be forfeited in full.

**APPENDIX B**

**PEER GROUP**

The "Peer Group" shall consist of the companies listed below, which were the companies in the KBW Bank Index as of January 1, 2024, excluding custody banks. If during the Performance Period, one or more of the members of the Peer Group fails, files bankruptcy, enters into receivership, merges, engages in a spin-off, is sold, is delisted from the New York Stock Exchange or the National Association of Securities Dealers Automated Quotations or otherwise experiences a material change in its business activities, then the Committee may eliminate such company from the Peer Group or make other equitable adjustments regarding the Peer Group as it deems necessary or appropriate to prevent the enlargement or diminution of the rights of Participants, with any such changes having effect for purposes of the calculation of any award determination or calculations hereunder, including the determination of Adjusted ROTCE Percentile and Growth of Tangible Book Value Per Share Plus Common Dividends Percentile.

Bank of America  
Citigroup Inc  
Citizens Financial Group  
Comerica Inc  
East West Bancorp  
Fifth Third Bancorp  
First Horizon  
Goldman Sachs  
Huntington Bancshares  
JP Morgan Chase  
KeyCorp  
M&T Bank  
Morgan Stanley  
PNC Financial  
Regions Financial  
Truist Financial  
US Bancorp  
Wells Fargo & Co  
Western Alliance Bancorp  
Zions Bancorp

**CAPITAL ONE FINANCIAL CORPORATION**  
**2004 Stock Incentive Plan**  
**Restricted Stock Unit Award Agreement**

THIS NOTICE OF RESTRICTED STOCK UNIT AWARD AGREEMENT (the “Grant Notice” and, together with the Terms and Conditions (as defined below), the “Agreement”) between CAPITAL ONE FINANCIAL CORPORATION, a Delaware corporation (“Capital One” or the “Company”), and you, is made pursuant and subject to the provisions of the Company’s 2004 Stock Incentive Plan, as amended and restated (the “Plan”). All capitalized terms used herein that are defined in the Plan shall have the same meaning given to them in the Plan unless otherwise defined herein. For purposes of this Agreement, “Employer” means the entity (i.e., Capital One, Subsidiary or Affiliate) that employs you.

WHEREAS, Article 8 of the Plan provides for the award from time to time in the discretion of the Committee of Restricted Stock Units, representing shares of common stock of Capital One, \$.01 par value per share (“Common Stock”), the vesting and issuance of which are subject to continued employment with Capital One or other conditions set forth on the following pages (the “Terms and Conditions”).

1. Award Summary.

Grantee (“you”):	Richard D. Fairbank
“Date of Grant”:	February 1, 2024
Number of “Restricted Stock Units”:	[# of Units]

2. Vesting Summary. The Restricted Stock Units shall vest on February 15, 2027 (the “Scheduled Vesting Date”).

3. Acceptance and Agreement by Participant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

**CAPITAL ONE FINANCIAL CORPORATION**  
 By:

\_\_\_\_\_  
 François Locoh-Donou  
 Chair, Compensation Committee

**PARTICIPANT**

By: \_\_\_\_\_  
 Richard D. Fairbank

**TERMS AND CONDITIONS**

1. Grant of Restricted Stock Units. Capital One hereby grants to you Restricted Stock Units, as indicated on the Grant Notice. The Restricted Stock Units shall vest only in accordance with the provisions of this Agreement and the Plan.

2. Payment of Restricted Stock Units.

(a) Vesting. Except as provided in Sections 2(b), 2(c) and 3(d) and subject to 12(a) and 12(b) below, and to the extent not previously vested or forfeited as provided herein, the Restricted Stock Units shall vest in full on the Scheduled Vesting Date. The period between beginning on January 1, 2024, and ending on December 31, 2026 shall be the "Performance Period."

Upon vesting, the Restricted Stock Units shall become payable in cash in an amount equal to the product of (i) the average Fair Market Value of the Common Stock for the 15 trading days preceding the Scheduled Vesting Date and (ii) the number of Restricted Stock Units vesting on the Scheduled Vesting Date (subject to Section 5 below).

(b) Effect of Termination of Employment.

(i) Except as provided in Section 2(b)(ii), 2(b)(iii) and 2(d), upon your termination of employment with Capital One for any reason all Restricted Stock Units shall immediately be forfeited (to the extent not previously vested or forfeited as provided herein).

(ii) Upon your termination of employment with Capital One as a result of your death or Disability, the Restricted Stock Units shall immediately vest, the date of such death or Disability shall be the Scheduled Vesting Date and the cash shall become payable in full as described in Section 2(a) (to the extent not previously vested or forfeited as provided herein).

(iii) Upon your termination of employment with Capital One as a result of Retirement, the Restricted Stock Units shall continue to vest on the Scheduled Vesting Date (to the extent not previously vested or forfeited as provided herein) and remain subject to reduction pursuant to Sections 12(a) and 12(b).

(c) Vesting Schedule Upon Becoming Subject to Withholding.

(i) Unless otherwise determined by the Committee or the independent members of the board of directors of the Company (the "Board"), as applicable, and to the extent permitted or required by law, Capital One may determine, in its sole discretion, (A) that you have become subject to withholding under applicable tax laws at a time when Restricted Stock Units are not otherwise vesting pursuant to this Section 2, and (B) that a portion of the Restricted Stock Units shall vest and become payable, only and to the extent sufficient on the date of such determination (the "Determination Date"), to provide for the payment of any tax liability in accordance with applicable tax laws, in an amount equal to the product of (i) the Fair Market Value of the Common Stock for the Determination Date and (ii) the number of Restricted Stock Units vesting on the Determination Date. The number of Restricted Stock Units vesting pursuant to the preceding sentence shall be rounded up to the nearest whole Restricted Stock Unit. It is understood that the remaining portion of the Restricted Stock Units shall continue to vest on the Scheduled Vesting Date as provided herein (to the extent not previously vested or forfeited as provided herein).

(ii) Notwithstanding any other provision of this Agreement to the contrary, Capital One will take all necessary steps to withhold the amount determined in accordance with the immediately foregoing paragraph in satisfaction of any applicable tax withholding liability, unless Capital One makes another method of payment available to you.

(d) Effect of Change of Control. Upon your termination of employment by Capital One without Cause or by you for Good Reason (each as defined below), in either case on or prior to the second anniversary of the occurrence of a Change of Control of Capital One, then, notwithstanding anything herein to the contrary, the Restricted Stock Units (as may be adjusted in accordance with Section 4.4 of the Plan) shall vest, the date of such termination shall be the

Scheduled Vesting Date and the Restricted Stock Units shall become payable in cash as described in Section 2(a) immediately following the occurrence of your termination of employment following such Change of Control (to the extent not previously vested or forfeited as provided herein); provided, however, that if the Restricted Stock Units are considered deferred compensation under Section 409A of the Code and not exempt from Section 409A of the Code as a short-term deferral or otherwise, and you are a "specified employee," as defined in and pursuant to Reg. Section 1.409A 1(i) or any successor regulation, on the date of any such termination of employment without Cause or for Good Reason, you will not be entitled to such vesting prior to the earlier of (i) the date which is six months from the date of your "separation from service" (as defined in Reg. Section 1.409A 1(h) or any successor regulation) as a result of such termination and (ii) your death.

(e) Definitions

(i) For purposes of this Agreement, "Cause" shall mean (1) the willful and continued failure to perform substantially your duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness or following your delivery of a Notice of Termination (as defined below) for Good Reason), after a written demand for substantial performance is delivered to you by the Board or the Committee that specifically identifies the manner in which the Board or Committee believes that you have not substantially performed your duties, or (2) the willful engaging by you in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company. No act, or failure to act, on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Employer and is not publicly-traded, the board of directors (or equivalent management body) of the ultimate parent of the Employer (the "Applicable Board") or (B) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding you, if you are a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with your counsel, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, you are guilty of the conduct described in this Section 2(e)(i), and specifying the particulars thereof in detail.

(ii) For purposes of this Agreement, "Good Reason" shall mean (1) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (2) any failure by the Company to pay your compensation owed other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (3) the Company's requiring you (1) to be based at any office or location more than 35 miles from the office or location at which you were required to work as of the date of this Agreement or (II) to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the date the Change of Control occurs; or (4) any other action or inaction that constitutes a material breach by the Company of this Agreement or any employment agreement. For purposes of this Section 2(e)(ii) of this Agreement, any good faith determination of Good Reason made by you shall be conclusive. Your mental or physical incapacity following the occurrence of an event described above in clauses (1) through (4) shall not affect your ability to terminate employment for Good Reason.

(iii) Any termination by the Company for Cause, or by you for Good Reason, shall be communicated by Notice of Termination to the other party. "Notice of Termination" means a written notice that (1) indicates the specific termination provision in this Agreement relied upon, (2) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated, and (3) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 30 days after the giving of such notice). The failure by you or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of you or the Company, respectively, hereunder or preclude you or the Company, respectively, from asserting such fact or circumstance in enforcing your or the Company's respective rights hereunder.

(iv) "Date of Termination" means, if your employment is terminated by the Company for Cause, or by you for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be. You and the Company shall take all steps necessary to ensure that any termination described in this Section 2(e) constitutes a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

3. Non-Transferability. Subject to the provisions of Section 2 hereof, the rights represented by the Restricted Stock Units shall not be assignable or transferable, or otherwise alienated or hypothecated, under any circumstances. Any purported or attempted transfer of such units or such rights shall be null and void and shall result in the immediate forfeiture and cancellation of the Restricted Stock Units.

4. Modification and Waiver. Except as provided in the Plan with respect to determinations of the Board or the Committee and subject to the Committee's right to amend the Plan, neither this Agreement nor any provision hereof can be changed, modified, amended, discharged, terminated or waived orally or by any course of dealing or purported course of dealing, but only by an agreement in writing signed by you and Capital One; provided that, changes, modifications and amendments not detrimental to you may be made in writing signed only by Capital One. No such agreement shall extend to or affect any provision of this Agreement not expressly changed, modified, amended, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Agreement shall not be deemed to be a waiver or acquiescence in any other breach thereof.

5. Tax Withholding. If you become subject to withholding under applicable tax laws other than as described in Section 2(c), you agree to pay Capital One the amount required to be withheld by one or more of the following methods:

- (a) automatically through payroll withholding; or
- (b) by such other methods as Capital One may make available from time to time.

6. Dividend Equivalents. With respect to the Restricted Stock Units, you shall be credited with dividend equivalents as and when dividends are paid to holders of shares of the Company's Common Stock. By accepting this Award, you agree that such dividend equivalents shall accumulate and be paid to you in cash (without interest) as and when you receive payment under Section 2 with respect to the Restricted Stock Units from which such dividend equivalents are derived. You further agree that all such dividend equivalents shall be subject to the same vesting requirements that apply to the Restricted Stock Units from which such dividend equivalents are derived.

7. Governing Law. This Agreement shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and you hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Agreement. You and Capital One agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.

8. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, except as provided otherwise herein, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

9. Bound by Plan. In consideration of the grant of the Restricted Stock Units, you agree that you will comply with such conditions as the Committee may impose on the Restricted Stock Units and be bound by the terms of the Plan.

10. Employment Status. This Agreement does not constitute a contract of employment nor does it alter your terminable at will status or otherwise guarantee future employment.

11. Binding Effect. This Agreement shall be binding upon, enforceable against, and inure to the benefit of you and your legatees, distributees and personal representatives, and Capital One and its successors and assigns.

12. Performance-Based Adjustments and Clawbacks.

(a) Performance-Based Adjustment. The number of Restricted Stock Units vesting on the Scheduled Vesting Date shall be subject to reduction as follows:

(i) For each fiscal year of the Company ending during the Performance Period, if any, that the Core Earnings for the Company for such fiscal year, as certified by the Committee, are not positive (i.e., Core Earnings are not greater than zero):

(A) The number of Restricted Stock Units scheduled to vest on the Scheduled Vesting Date shall be reduced by [# of Units];

(B) The Committee shall determine the extent, if any, to which you are accountable for such outcome, and, based on such determination, the Committee shall determine (I) whether the number of Restricted Stock Units scheduled to vest on the Scheduled Vesting Date shall be reduced by up to an additional [# of Units] and (II) whether the Scheduled Vesting Date shall be delayed for all or any portion of such Restricted Stock Units that are not so reduced.

The Committee shall make the determinations referenced in Section 12(a)(i)(B) in its sole discretion, taking into account the factors set forth on Appendix A hereto.

(ii) For purposes of this Section 12(a), "Core Earnings" means the Company's net income available to common stockholders, excluding, on a tax-adjusted basis, the impact of (A) impairment or amortization of goodwill and intangible assets, and (B) the build or release of the allowance for credit losses, calculated as the difference between the provision (benefit) for credit losses and charge-offs, net of recoveries.

(iii) In the event of any change to U.S. generally accepted accounting principles affecting the treatment or classification of any component of Core Earnings, such metric shall be calculated in a manner consistent with the definitions herein to the extent practicable.



Notwithstanding anything to the contrary in this Agreement and for the avoidance of doubt, in the event of a Change of Control of Capital One, there shall be no reduction pursuant to this Section 12(a) for any fiscal year ending after the date of such Change of Control.

(b) Clawbacks. You agree that any Restricted Stock Units, shares or dividends awarded to you pursuant to this Agreement are subject to the Capital One Financial Corporation Compensation Recoupment Policy (as amended from time to time, the "Clawback Policy"). You agree and consent to the Company's application, implementation and enforcement of the Clawback Policy or any similar policy established by the Company that may apply to you, and you expressly agree that the Company may take such actions as are necessary to effectuate the Clawback Policy, any similar policy (as applicable to you) or applicable law without further consent or action being required by you.

13. Rights as a Stockholder. You shall have no rights of a stockholder with respect to the shares of Common Stock represented by Restricted Stock Units, including, but not limited to, the right to vote and to receive dividends, unless and until such shares of Common Stock are transferred to you pursuant to the Plan and this Agreement.

14. Data Protection. You consent to the collection, processing and transfer (including international transfer) of your personally identifiable data in connection with the grant of the Restricted Stock Units and participation in the Plan.

15. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart

17. Miscellaneous. In accepting the grant, you acknowledge and agree that:

- (a) this Agreement is intended to comply with the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in a manner so as to comply therewith;
- (b) your obligations under this Agreement shall survive any termination of your employment with the Company for any reason;
- (c) any of the Company's rights or remedies under this Agreement shall be cumulative and in addition to whatever other remedies the Company may have under law or equity;
- (d) any recovery by the Company under this Agreement will be a recovery of Restricted Stock Units to which you were not entitled under this Agreement and is not to be construed in any manner as a penalty;
- (e) the Company may, to the maximum extent permitted by applicable law and Section 409A of the Code, retain for itself funds or securities otherwise payable to you pursuant to this Agreement to satisfy any obligation or debt that you owe the Company, including any

obligations hereunder. The Company may not retain such funds or securities until such time as they would otherwise be distributable to you in accordance with this Agreement;

(f) the Company reserves the right to impose other requirements on the Restricted Stock Units, any Shares acquired pursuant to the Restricted Stock Units, and your participation in the Plan, to the extent Capital One determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Restricted Stock Units and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing; and

(g) Capital One from time to time distributes and makes available to associates disclosure documents, including a prospectus, relating to the Plan. You may also contact the HR Help Center to obtain copies of the Plan disclosure documents and the Plan. You should carefully read the Plan disclosure documents and the Plan. By accepting the benefits of this Agreement you acknowledge receipt of the Plan and the Plan disclosure documents and agree to be bound by the terms of this Agreement and the Plan. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by Capital One or a third-party designated by Capital One.

**APPENDIX A**

**PERFORMANCE-BASED ADJUSTMENT DETERMINATION FACTORS**

The Committee shall take into account the following factors for purposes of making any determinations referenced in Section 12(a)(i)(B) of this Agreement in its sole discretion:

- The extent to which Core Earnings were negative;
- Whether the outcome was the result of the performance of a line of business, control function or staff group for which you exercised direct or indirect responsibility;
- The extent to which your performance contributed to the outcome, including your performance with respect to risk management and oversight; and
- Such other factors as the Committee deems appropriate.

CAPITAL ONE FINANCIAL CORPORATION  
2004 Stock Incentive Plan  
Restricted Stock Unit Award Agreement

THIS NOTICE OF RESTRICTED STOCK UNIT AWARD AGREEMENT (the “Grant Notice” and, together with the Terms and Conditions (as defined below), the “Agreement”) between CAPITAL ONE FINANCIAL CORPORATION, a Delaware corporation (“Capital One” or the “Company”), and you, is made pursuant and subject to the provisions of the Company’s 2004 Stock Incentive Plan, as amended and restated (the “Plan”), and all capitalized terms used herein that are defined in the Plan shall have the same meaning given to them in the Plan unless otherwise defined herein. For purposes of this Agreement, “Employer” means the entity (i.e., Capital One, Subsidiary or Affiliate) that employs you.

WHEREAS, Article 8 of the Plan provides for the award from time to time in the discretion of the Committee of Restricted Stock Units, representing shares of common stock of Capital One, \$.01 par value per share (“Common Stock”), the vesting and issuance of which is subject to continued employment with Capital One or its Subsidiaries or Affiliates (as applicable) or other conditions set forth on the following pages (the “Terms and Conditions”).

1. Award Summary.

Grantee (“you”):	[Name]
“Date of Grant”:	February 1, 2024
Number of “Restricted Stock Units”:	[# of Units]

2. Vesting Summary. The Restricted Stock Units shall vest according to the following schedule (“Scheduled Vesting Dates”):

One-third of the Restricted Stock Units on:	February 15, 2025
One-third of the Restricted Stock Units on:	February 15, 2026
One-third of the Restricted Stock Units on:	February 15, 2027

3.

3. Acceptance and Agreement by Participant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

**CAPITAL ONE FINANCIAL CORPORATION**

By:

\_\_\_\_\_  
Kaitlin Haggerty  
Chief Human Resources Officer

**PARTICIPANT**

By: %%FIRST\_NAME\_LAST\_NAME%%  
SIGNED BY ELECTRONIC SIGNATURE

BY ELECTRONICALLY ACCEPTING THE AWARD, YOU AGREE THAT (i) SUCH ACCEPTANCE CONSTITUTES YOUR ELECTRONIC SIGNATURE IN EXECUTION OF THIS AGREEMENT; (ii) YOU AGREE TO BE BOUND BY THE PROVISIONS OF THE PLAN AND THIS AGREEMENT; (iii) YOU HAVE REVIEWED THE PLAN AND THIS AGREEMENT IN THEIR ENTIRETY, HAVE HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO ACCEPTING THE AWARD AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THE PLAN AND THIS AGREEMENT; (iv) YOU HAVE BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE PROSPECTUS FOR THE PLAN; AND (v) YOU HEREBY AGREE TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE UPON ANY QUESTIONS ARISING UNDER THE PLAN AND THIS AGREEMENT.

\* \* \* \* \*

## TERMS AND CONDITIONS

1. Grant of Restricted Stock Units. Capital One hereby grants to you Restricted Stock Units, as indicated on the Grant Notice. The Restricted Stock Units shall vest, and the underlying shares of Common Stock (such underlying shares, the "Shares") shall be issuable, only in accordance with the provisions of this Agreement and the Plan.

2. Issuance of Common Stock.

(a) Vesting. Except as provided in Sections 2(b), 2(c) and 2(d) and subject to Section 13(a) and 13(b) below and to the extent not previously vested or forfeited as provided herein, the Restricted Stock Units shall vest according to the Scheduled Vesting Dates, as indicated in the Grant Notice.

(b) Effect of Termination of Employment

(i) Except as provided in Section 2(b)(ii), 2(b)(iii), 2(b)(iv) and 2(d), upon your termination of employment with Capital One for any reason prior to the Scheduled Vesting Date of such Restricted Stock Units, all Restricted Stock Units shall immediately be forfeited (to the extent not previously vested or forfeited as provided herein). For the avoidance of doubt, a transfer of employment to an affiliate of Capital One shall not constitute a termination of employment for purposes of this Section 2(b)

(ii) Upon your termination of employment with Capital One as a result of your death or Disability, the Restricted Stock Units shall immediately vest, and the Shares shall be issuable in accordance with this Agreement, upon such termination of employment (to the extent not previously vested or forfeited as provided herein).

(iii) Upon your termination of employment with Capital One as a result of Retirement, the Restricted Stock Units shall continue to vest on the Scheduled Vesting Dates (to the extent not previously vested or forfeited as provided herein) and remain subject to reduction pursuant to Section 13(a) and 13(b).

(iv) Subject to Section 2(b)(v), upon termination of your employment by Capital One not for Cause (as defined below), you will receive continued vesting of the Restricted Stock Units scheduled to vest on each of the Scheduled Vesting Dates as if a termination of employment had not occurred subject to (A) your execution of a separation agreement and/or general release of claims within a period of time as required by Capital One (in a form as prescribed by Capital One, a "Release"), (B) such Release becoming effective and irrevocable in accordance with its terms and (C) your continued compliance with the terms of such Release through each Scheduled Vesting Date. To the extent a Scheduled Vesting Date occurs prior to the expiration of the period of time Capital One provides you to sign the Release, you shall be entitled to vesting of the applicable portion of your Restricted Stock Units on such Scheduled Vesting Date even if you have not yet executed the Release. For avoidance of doubt, such continued vesting shall remain subject to reduction pursuant to Section 13(a) and 13(b) and shall immediately cease (and any then-unvested Restricted Stock Units shall be immediately forfeited) in the event that you violate the terms and conditions of the Release.

(v) Your right to continued vesting pursuant to Section 2(b)(iv) is expressly conditioned on your compliance with any and all restrictive covenant agreements or provisions to which you are a party with Capital One including, but not limited to, those with respect to non-competition, confidentiality and work product, non-solicitation of employees/no hire of employees, non-solicitation of customers, and garden transition period or leave (collectively, "Restrictive Covenant Agreements"). You understand and agree that any actual or threatened action by you in violation of any Restrictive Covenant Agreements shall forfeit your right to continued post-employment vesting as of the date of such actual or threatened action by you in violation of such Restrictive Covenant

Agreement. You further understand and agree that any forfeiture of continued vesting rights under this Agreement, or waiver thereof, shall not limit Capital One's rights to pursue any and all legal and equitable remedies and damages available for your breach of the Restrictive Covenant Agreements under the terms of such agreements and applicable law, including but not limited to, injunctive relief, monetary damages, costs and fees.

(c) Vesting Schedule Upon Becoming Subject to Withholding.

(i) Unless otherwise determined by the Committee or the independent members of the board of directors of the Company (the "Board"), as applicable, and to the extent permitted or required by law, Capital One may determine, in its sole discretion, (A) that you have become subject to withholding under applicable tax laws at a time when Restricted Stock Units are not otherwise vesting pursuant to Section 2, and (B) that a portion of the Restricted Stock Units shall vest, only and to the extent sufficient, if sold at Fair Market Value, on the date of such determination, to provide for the payment of any tax liability in accordance with applicable tax laws. The number of Restricted Stock Units vesting pursuant to the preceding sentence shall be rounded up to the nearest whole Restricted Stock Unit. It is understood that the remaining portion of the Restricted Stock Units shall continue to vest on the Scheduled Vesting Dates as provided herein (to the extent not previously vested or forfeited as provided herein).

(ii) Notwithstanding any other provision of this Agreement to the contrary, Capital One will take all necessary steps to withhold the amount determined pursuant to the immediately foregoing paragraph in satisfaction of any applicable tax withholding liability.

(d) Effect of Change of Control. Upon termination of your employment by Capital One without Cause or by you for Good Reason (each as defined below), in either case on or prior to the second anniversary of the occurrence of a Change of Control of Capital One, then, notwithstanding anything herein to the contrary, the Restricted Stock Units shall vest and the Shares (as may be adjusted in accordance with Section 4.4 of the Plan) shall be issuable in accordance with this Agreement immediately upon the occurrence of your termination of employment following such Change of Control (to the extent not previously vested or forfeited as provided herein); provided, however, that if the Restricted Stock Units are considered deferred compensation under Section 409A of the Code and not exempt from Section 409A of the Code as a short-term deferral or otherwise, and you are a "specified employee," as defined in and pursuant to Reg. Section 1.409A 1(i) or any successor regulation, on the date of any such termination of employment without Cause or for Good Reason, you will not be entitled to such vesting prior to the earlier of (i) the date which is six months from the date of your "separation from service" (as defined in Reg. Section 1.409A 1(h) or any successor regulation) as a result of such termination and (ii) your death.

(e) Definitions.

(i) For purposes of this Agreement, "Cause" shall mean (1) the willful and continued failure to perform substantially your duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness or following your delivery of a Notice of Termination (as defined below) for Good Reason), after a written demand for substantial performance is delivered to you by the Board or the Chief Executive Officer of the Company that specifically identifies the manner in which the Board or the Chief Executive Officer of the Company believes that you have not substantially performed your duties, or (2) the willful engaging by you in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company and/or its Affiliates. No act, or failure to act, on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company and/or its Affiliates. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Employer and is not publicly-traded, the board of directors (or equivalent management body) of the

ultimate parent of the Employer (the "Applicable Board"), (B) the instructions of the Chief Executive Officer of the Company (unless you are the Chief Executive Officer at the time of any such instruction) or (C) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company and/or its Affiliates. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding you, if you are a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with your counsel, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, you are guilty of the conduct described in this Section 2(e)(i), and specifying the particulars thereof in detail.

(ii) For purposes of this Agreement, "Good Reason" shall mean (1) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (2) any failure by the Company to pay your compensation owed other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (3) the Company's requiring you (I) to be based at any office or location more than 35 miles from the office or location at which you were required to work as of the date of this Agreement or (II) to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the date the Change of Control occurs; or (4) any other action or inaction that constitutes a material breach by the Company of this Agreement or any employment agreement. For purposes of this Section 2(e)(ii) of this Agreement, any good faith determination of Good Reason made by you shall be conclusive. Your mental or physical incapacity following the occurrence of an event described above in clauses (1) through (4) shall not affect your ability to terminate employment for Good Reason.

(iii) Any termination by the Company for Cause, or by you for Good Reason, shall be communicated by Notice of Termination to the other party. "Notice of Termination" means a written notice that (1) indicates the specific termination provision in this Agreement relied upon, (2) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated, and (3) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 30 days after the giving of such notice). The failure by you or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of you or the Company, respectively, hereunder or preclude you or the Company, respectively, from asserting such fact or circumstance in enforcing your or the Company's respective rights hereunder.

(iv) "Date of Termination" means, if your employment is terminated by the Company for Cause, or by you for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be. You and the Company shall take all steps necessary to ensure that any termination described in this Section 2(e) constitutes a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

3. Non-Transferability. Subject to the provisions of Sections 2 and 12 hereof, the rights represented by the Restricted Stock Units shall not be assignable or transferable, or otherwise alienated or



hypothecated, under any circumstances. Any purported or attempted transfer of such Restricted Stock Units or such rights shall be null and void and shall result in the immediate forfeiture and cancellation of the Restricted Stock Units.

4. Modification and Waiver. Except as provided in the Plan with respect to determinations of the Board or the Committee and subject to the Committee's right to amend the Plan, neither this Agreement nor any provision hereof can be changed, modified, amended, discharged, terminated or waived orally or by any course of dealing or purported course of dealing, but only by an agreement in writing signed by you and Capital One; provided that, changes, modifications and amendments not detrimental to you may be made in writing signed only by Capital One. No such agreement shall extend to or affect any provision of this Agreement not expressly changed, modified, amended, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Agreement shall not be deemed to be a waiver or acquiescence in any other breach thereof.

5. Tax Withholding. Subject to Section 2(c), if you become subject to withholding under applicable tax laws, you agree to pay Capital One the amount required to be withheld by one or more of the following methods:

(a) Capital One will automatically withhold the number of Shares having a Fair Market Value on the date the tax withholding obligation is to be determined equal to the amount required to be withheld (as determined pursuant to the Plan), rounded up to the nearest whole Share; or

(b) by such other methods as Capital One may make available from time to time.

6. Dividend Equivalents. With respect to the Restricted Stock Units, you shall be credited with dividend equivalents as and when dividends are paid to holders of shares of Common Stock. By accepting this award, you agree that such dividend equivalents shall accumulate and be paid to you in cash (without interest) as and when the Restricted Stock Units from which such dividend equivalents are derived vest pursuant to Section 2. You further agree that all such dividend equivalents shall be subject to the same vesting requirements that apply to the Restricted Stock Units from which such dividend equivalents are derived.

7. Governing Law. This Agreement shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and you hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Agreement. You and Capital One agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.

8. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, except as provided otherwise herein, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

9. Bound by Plan. In consideration of the grant of the Restricted Stock Units, you agree that you will comply with such conditions as the Committee may impose on the Restricted Stock Units and be bound by the terms of the Plan.

10. Employment Status. This Agreement does not constitute a contract of employment nor does it alter your terminable at will status or otherwise guarantee future employment.

11. Binding Effect. This Agreement shall be binding upon, enforceable against, and inure to the benefit of you and your legatees, distributees and personal representatives, and Capital One and its successors and assigns.

12. Mandatory Holding Requirement.

(a) You agree that with respect to the Applicable Holding Shares (as defined below) you may not transfer, sell, pledge, hypothecate or otherwise dispose of such Applicable Holding Shares until the Holding Date (as defined below); *provided* that the requirements set forth in this Section 12 shall immediately lapse and be of no further force and effect upon your death, Disability or termination of employment by Capital One without Cause or for Good Reason following a Change of Control, pursuant to Section 2(d).

(b) For purposes of this Section 12:

(i) "Applicable Holding Shares" means 50% of the Shares acquired hereunder (not including any Shares sold or retained by the Company or its designated agent to fund the payment of any tax withholding obligation, brokerage commission or fees payable in connection with the Shares) during your term of employment with the Company and during the one-year period after termination of your employment for any reason; and

(ii) "Holding Date" means the later of: (1) the first anniversary of the date of acquisition of any Applicable Holding Shares; or (2) the date on which your stock ownership requirement is met, as determined by the Committee.

13. Performance-Based Adjustments and Clawbacks.

(a) Performance-Based Adjustment. The number of Restricted Stock Units vesting on the Scheduled Vesting Date shall be subject to reduction as follows:

(i) In the event that the Core Earnings (as defined below) of the Company for the Company's fiscal year ended immediately prior to such Scheduled Vesting Date, as certified by the Committee, are not positive (i.e., Core Earnings are not greater than zero):

(A) the number of Restricted Stock Units scheduled to vest on such Scheduled Vesting Date shall be reduced by 50%, rounding up to the nearest whole share; and

(B) the Committee shall determine the extent, if any, to which you are accountable for such outcome and, based on such determination, the Committee shall determine (I) whether all or any portion of the remaining Restricted Stock Units scheduled to vest on such Scheduled Vesting Date shall be forfeited and (II) whether the Scheduled Vesting Date shall be delayed for all or any portion of such Restricted Stock Units that are not so forfeited.

The Committee shall make the determinations referenced in Section 13(a)(i)(B) in its sole discretion, taking into account the factors set forth on Appendix A hereto.

(ii) For purposes of this Section 13(a), "Core Earnings" means the Company's net income available to common stockholders, excluding, on a tax-adjusted basis, the impact of (A) impairment or amortization of goodwill and intangible assets, and (B) the build or release of the allowance for credit losses, calculated as the difference between the provision (benefit) for credit losses and charge-offs, net of recoveries.

(iii) In the event of any change to U.S. generally accepted accounting principles affecting the treatment or classification of any component of Core Earnings, such metric shall be calculated in a manner consistent with the definitions herein to the extent practicable.

Notwithstanding anything to the contrary in this Agreement and for the avoidance of doubt, in the event of a Change of Control of Capital One, there shall be no reduction pursuant to this Section 13(a) for any fiscal year ending after the date of such Change of Control.

(b) Clawbacks. You agree that any Units, Shares or dividends awarded to you pursuant to this Agreement are subject to the Capital One Financial Corporation Compensation Recoupment Policy (as amended from time to time, the "Clawback Policy"). You agree and consent to the Company's application, implementation and enforcement of the Clawback Policy or any similar policy established by the Company that may apply to you, and you expressly agree that the Company may take such actions as are necessary to effectuate the Clawback Policy, any similar policy (as applicable to you) or applicable law without further consent or action being required by you.

14. Rights as a Stockholder. You shall have no rights of a stockholder with respect to the shares of Common Stock represented by Restricted Stock Units, including, but not limited to, the right to vote and to receive dividends, unless and until such shares of Common Stock are transferred to you pursuant to the Plan and this Agreement.

15. Data Protection. You consent to the collection, processing and transfer (including international transfer) of your personally identifiable data in connection with the grant of the Restricted Stock Units and participation in the Plan.

16. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

18. Miscellaneous. In accepting the grant, you acknowledge and agree that:

(a) this Agreement is intended to comply with the applicable requirements of Section 409A of the Code as it relates to U.S. taxpayers and shall be limited, construed and interpreted in a manner so as to comply therewith;

(b) your obligations under this Agreement shall survive any termination of your employment with the Company for any reason;

(c) any of the Company's rights or remedies under this Agreement shall be cumulative and in addition to whatever other remedies the Company may have under law or equity;

(d) any recovery by the Company under this Agreement will be a recovery of Restricted Stock Units to which you were not entitled under this Agreement and is not to be construed in any manner as a penalty;

(e) the Company may, to the maximum extent permitted by applicable law and Section 409A of the Code as it relates to U.S. taxpayers, retain for itself funds or securities otherwise payable to you pursuant to this Agreement to satisfy any obligation or debt that you owe to the Company, including any obligations hereunder. The Company may not retain such funds or securities until such time as they would otherwise be distributable to you in accordance with this Agreement;

(f) the Company reserves the right to impose other requirements on the Restricted Stock Units, any Shares acquired pursuant to the Restricted Stock Units, and your participation in the Plan, to the extent Capital One determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Restricted Stock Units and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing, and

(g) Capital One from time to time distributes and makes available to associates disclosure documents, including a prospectus, relating to the Plan. You may also contact the HR Help Center to obtain copies of the Plan disclosure documents and the Plan. You should carefully read the Plan disclosure documents and the Plan. By accepting the benefits of this Agreement you acknowledge receipt of the Plan and the Plan disclosure documents and agree to be bound by the terms of this Agreement and the Plan. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by Capital One or a third-party designated by Capital One.

**APPENDIX A**

**PERFORMANCE-BASED ADJUSTMENT DETERMINATION FACTORS**

The Committee shall take into account the following factors for purposes of making any determinations referenced in Section 13(a)(i)(B) of this Agreement in its sole discretion:

- The extent to which Core Earnings were negative;
- Whether the outcome was the result of the performance of a line of business, control function or staff group for which you exercised direct or indirect responsibility;
- The extent to which your performance contributed to the outcome, including your performance with respect to risk management and oversight; and
- Such other factors as the Committee deems appropriate.

CAPITAL ONE FINANCIAL CORPORATION  
2004 Stock Incentive Plan  
Performance Unit Award Agreement

THIS NOTICE OF PERFORMANCE UNIT AWARD AGREEMENT (the "Grant Notice" and, together with the Terms and Conditions (as defined below), the "Agreement") between CAPITAL ONE FINANCIAL CORPORATION, a Delaware corporation ("Capital One" or the "Company"), and you, is made pursuant and subject to the provisions of the Company's 2004 Stock Incentive Plan, as amended and restated (the "Plan") and all capitalized terms used herein that are defined in the Plan shall have the same meaning given to them in the Plan unless otherwise defined herein. For purposes of this Agreement, "Employer" means the entity (i.e., Capital One, Subsidiary or Affiliate) that employs you.

WHEREAS, Article 9 of the Plan provides for the award from time to time in the discretion of the Committee of performance units, the vesting and issuance of which are subject to certain service, performance or other conditions set forth on the following pages (the "Terms and Conditions").

1. Award Summary.

Grantee ("you"):	[Name]
"Date of Grant":	February 1, 2024
No. of Performance Units (the "Units") at Target (the "Target Award"):	[# of Units]

2. Vesting Summary. The Units shall vest no later than March 15, 2027, as outlined in the Terms and Conditions.

3. Acceptance and Agreement by Participant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on their behalf.

CAPITAL ONE FINANCIAL CORPORATION

By:

\_\_\_\_\_  
Kaitlin Haggerty  
Chief Human Resources Officer

PARTICIPANT

By: %%FIRST\_NAME LAST\_NAME%--%  
SIGNED BY ELECTRONIC SIGNATURE

BY ELECTRONICALLY ACCEPTING THE AWARD, YOU AGREE THAT (i) SUCH ACCEPTANCE CONSTITUTES YOUR ELECTRONIC SIGNATURE IN EXECUTION OF

THIS AGREEMENT; (ii) YOU AGREE TO BE BOUND BY THE PROVISIONS OF THE PLAN AND THIS AGREEMENT; (iii) YOU HAVE REVIEWED THE PLAN AND THIS AGREEMENT IN THEIR ENTIRETY, HAVE HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO ACCEPTING THE AWARD AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THE PLAN AND THIS AGREEMENT; (iv) YOU HAVE BEEN PROVIDED WITH A COPY OR ELECTRONIC ACCESS TO A COPY OF THE PROSPECTUS FOR THE PLAN; AND (v) YOU HEREBY AGREE TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE UPON ANY QUESTIONS ARISING UNDER THE PLAN AND THIS AGREEMENT.

\* \* \* \* \*

## TERMS AND CONDITIONS

1. Grant of Performance Units. Capital One hereby grants to you an award of Units with a Target Award, as indicated on the Grant Notice. The maximum payout for this award is 150% of the Target Award plus accrued dividends pursuant to Section 6. The Units shall vest and the underlying shares of common stock of Capital One, \$.01 par value per share (such underlying shares, the "Shares"), shall be issuable only in accordance with the provisions of this Agreement and of the Plan.

2. Lapse of Restrictions.

(a) Vesting. Except as provided in Sections 2(b) and 2(c) below and to the extent not previously vested or forfeited as provided herein, the Units shall vest on a date as determined by the Committee after termination of the Performance Period (as defined below) and certification of performance by the Committee, but no later than March 15, 2027 (the "Date of Issuance"). On the Date of Issuance, the Units shall vest, and the Shares shall become issuable as determined based on the Company's Adjusted ROTCE and Growth of Tangible Book Value Per Share Plus Common Dividends, each as defined on Appendix A, relative to the Peer Group, as defined on Appendix B, over a three-year performance period beginning on January 1, 2024 and ending on December 31, 2026 (the "Performance Period") as certified by the Committee following the end of the Performance Period. The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance shall be determined as set forth on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall be reduced in the event that Adjusted ROTCE for one or more fiscal years in the Performance Period is less than or equal to zero, as provided on Appendix A. The number of Units vesting and the number of Shares that shall become issuable on the Date of Issuance shall also be subject to reduction in accordance with section 12 below.

With respect to any Units that have vested on the Date of Issuance, the Shares related thereto shall be issued to you, in settlement of such vested Units, on such Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(b) Effect of Termination of Employment.

(i) Except as provided in Sections 2(b)(ii), 2(b)(iii), and 2(b)(iv), upon termination of your employment with Capital One for any reason prior to the Date of Issuance, all Units shall immediately be forfeited (to the extent not previously vested or forfeited as provided herein). For the avoidance of doubt, a transfer of employment to an affiliate of Capital One shall not constitute a termination of employment for purposes of this Section 2(b).

(ii) Upon termination of your employment as a result of your death or Disability on or prior to December 31, 2026, a number of the Units equal to (1) the Target Award amount as specified above, or (2) following a Change of Control, the Time-Based Units as calculated in Section 2(c) below, shall immediately vest and the Shares shall be immediately issuable to you as soon as practicable following your death or Disability and in all events on or before the later of December 31 of the year of termination or 2.5 months following such termination. Upon your termination of employment as a result of your death or Disability on or after January 1, 2027, but prior to the Date of Issuance, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) above.

(iii) Upon your Retirement, the number of Units that shall vest and the number of Shares that shall be issuable to you shall be as calculated in Section 2(a) and 2(c).



(iv) Subject to Section 2(b)(v), upon termination of your employment by Capital One not for Cause on or before the Date of Issuance and prior to the occurrence of a Change of Control, the number of Units that will vest and the number of underlying Shares that will become issuable to you shall be as calculated in Section 2(a) as if a termination of employment had not occurred, subject to (A) your execution of a separation agreement and/or general release of claims within a period of time as required by Capital One (in a form as prescribed by Capital One, a "Release"), (B) such Release becoming effective and irrevocable in accordance with its terms and (C) your continued compliance with the terms of such Release through the Date of Issuance. If the Date of Issuance occurs prior to the expiration of the period of time Capital One provides you to sign the Release, you shall be entitled to vesting of the Units even if you have not yet executed the Release. For avoidance of doubt, such continued vesting shall immediately cease (and any Units shall be immediately forfeited) in the event that you violate the terms and conditions of the Release.

(v) Your right to continued vesting pursuant to Section 2(b)(iv) is expressly conditioned on your compliance with any and all restrictive covenant agreements or provisions to which you are a party with Capital One including, but not limited to, those with respect to non-competition, confidentiality and work product, non-solicitation of employees/no hire of employees, non-solicitation of customers, and garden transition period or leave (collectively, "Restrictive Covenant Agreements"). You understand and agree that any actual or threatened action by you in violation of any Restrictive Covenant Agreements shall forfeit your right to continued post-employment vesting as of the date of such actual or threatened action by you in violation of such Restrictive Covenant Agreement. You further understand and agree that any forfeiture of continued vesting rights under this Agreement, or waiver thereof, shall not limit Capital One's rights to pursue any and all legal and equitable remedies and damages available for your breach of the Restrictive Covenant Agreements under the terms of such agreements and applicable law, including but not limited to, injunctive relief, monetary damages, costs and fees.

(c) Effect of Change of Control. Upon a Change of Control, a number of Units shall, upon certification of performance by the Committee, convert into time-based restricted stock units (the "Time-Based Units") (as may be adjusted in accordance with Section 4.4 of the Plan) calculated based on a performance period from January 1, 2024 through the end of the fiscal quarter immediately preceding the closing date of the transaction giving rise to the Change of Control; and provided further that the Date of Issuance in such case shall be December 31, 2026 subject to either (1) your continued employment through such date or (2) your Retirement, pursuant to Section 2(b)(iii). Upon termination of your employment by Capital One without Cause or by you for Good Reason (each as defined below), in either case on or prior to the second anniversary of the occurrence of a Change of Control of Capital One and prior to the Date of Issuance with respect to the Time-Based Units, then notwithstanding anything herein to the contrary, all of the Time-Based Units shall vest and the Shares shall be issuable in full without restrictions on transferability immediately upon the occurrence of your termination of employment following such Change of Control (to the extent not previously vested or forfeited as provided herein) and such date shall be the Date of Issuance; provided, however, that if the Time-Based Units are considered deferred compensation under Section 409A of the Code and not exempt from Section 409A of the Code as a short-term deferral or otherwise, and you are a "specified employee," as defined in and pursuant to Reg. Section 1.409A 1(i) or any successor regulation, on the date of any such termination of employment without Cause or for Good Reason, you will not be entitled to such vesting prior to the earlier of (i) the date which is six months from the date of your "separation from service" (as defined in Reg. Section 1.409A 1(h) or any successor regulation) as a result of such termination and (ii) your death.

With respect to any Time-Based Units that have vested, the Shares related thereto shall be issued to you, in settlement of such vested Time-Based Units, on the Date of Issuance. Dividends will be accrued and paid out as additional shares at the time of the award, as provided in Section 6 below. All Time-Based Units, including your rights thereto and to the underlying Shares, which do not vest on or before the Date of Issuance, as provided in this Section 2, shall immediately be forfeited as of such Date of Issuance (to the extent not previously forfeited as provided herein).

(d) Definitions.

(i) For purposes of this Agreement, "Cause" shall mean (1) the willful and continued failure to perform substantially your duties with the Company or any Affiliate (other than any such failure resulting from incapacity due to physical or mental illness or following your delivery of a Notice of Termination (as defined below) for Good Reason), after a written demand for substantial performance is delivered to you by the Board or the Chief Executive Officer of the Company that specifically identifies the manner in which the Board or the Chief Executive Officer of the Company believes that you have not substantially performed your duties, or (2) the willful engaging by you in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company. No act, or failure to act, on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon (A) authority given pursuant to a resolution duly adopted by the Board, or if the Company is not the ultimate parent corporation of the Employer and is not publicly-traded, the board of directors (or equivalent management body) of the ultimate parent of the Employer (the "Applicable Board"), (B) the instructions of the Chief Executive Officer of the Company (unless you are the Chief Executive Officer at the time of any such instruction) or (C) the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company. The cessation of your employment shall not be deemed to be for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Applicable Board (excluding you, if you are a member of the Applicable Board) at a meeting of the Applicable Board called and held for such purpose (after reasonable notice is provided to you and you are given an opportunity, together with your counsel, to be heard before the Applicable Board), finding that, in the good faith opinion of the Applicable Board, you are guilty of the conduct described in this Section 2(d)(i), and specifying the particulars thereof in detail.

(ii) For purposes of this Agreement, "Good Reason" shall mean (1) the assignment to you of any duties inconsistent in any respect with your position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (2) any failure by the Company to pay your compensation owed other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by you; (3) the Company's requiring you (I) to be based at any office or location more than 35 miles from the office or location at which you were required to work as of the date of this Agreement or (II) to travel on Company business to a substantially greater extent than required during the 120-day period immediately prior to the date the Change of Control occurs; or (4) any other action or inaction that constitutes a material breach by the Company of this Agreement or any employment agreement. For purposes of this Section 2(d)(ii) of this Agreement, any good faith determination of Good Reason made by you shall be conclusive. Your mental or physical incapacity following the occurrence of an event described above in clauses (1) through (4) shall not affect your ability to terminate employment for Good Reason.

(iii) Any termination by the Company for Cause, or by you for Good Reason, shall be communicated by Notice of Termination to the other party. "Notice of Termination" means a written notice that (1) indicates the specific termination provision in this Agreement relied upon, (2) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated, and (3) if the Date of Termination (as defined herein) is other than the date of receipt of such notice, specifies the Date of Termination (which Date of Termination shall be not more than 30 days after the giving of such notice). The failure by you or the Company to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of you or the Company, respectively, hereunder or preclude you or the Company, respectively, from asserting such fact or circumstance in enforcing your or the Company's respective rights hereunder.

(iv) "Date of Termination" means, if your employment is terminated by the Company for Cause, or by you for Good Reason, the date of receipt of the Notice of Termination or such later date specified in the Notice of Termination, as the case may be. You and the Company shall take all steps necessary to ensure that any termination described in this Section 2(d) constitutes a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the "Date of Termination."

3. **Non-Transferability.** Subject to the provisions of Section 2 and 14 hereof, the right to receive some or all of the Units and the Shares related thereto shall not be assignable or transferable, or otherwise alienated, pledged or hypothecated or otherwise encumbered under any circumstances. Any purported or attempted assignment, transfer, alienation, pledge, hypothecation or encumbrance of such rights or of the Units or the Shares related thereto prior to their issuance to you shall be null and void and shall result in the immediate forfeiture of such rights or Units, including the Shares related thereto, and cancellation of this Agreement.

4. **Modification and Waiver.** Except as provided in the Plan with respect to determinations of the Board or the Committee and subject to the Committee's right to amend the Plan, neither this Agreement nor any provision hereof can be changed, modified, amended, discharged, terminated or waived orally or by any course of dealing or purported course of dealing, but only by an agreement in writing signed by you and Capital One; provided, that changes, modifications and amendments not detrimental to you may be made in writing signed only by Capital One. No such agreement shall extend to or affect any provision of this Agreement not expressly changed, modified, amended, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Agreement shall not be deemed to be a waiver or acquiescence in any other breach thereof.

5. **Tax Withholding.** If you become subject to withholding under applicable tax laws, you agree to pay Capital One the amount required to be withheld by one or more of the following methods:

(a) Capital One will automatically withhold the number of Shares having a Fair Market Value on the date the tax withholding obligation is to be determined equal to the amount required to be withheld (as determined pursuant to the Plan), rounded up to the nearest whole Share; or

(b) by such other methods as Capital One may make available from time to time.

6. **Dividends.** Dividends with respect to the Shares shall accrue beginning on January 1, 2024, through the applicable Date of Issuance when the Shares underlying the Units or Time-Based Units are delivered, at which time such accrued dividends shall be paid out in the form of additional shares of common stock of the Company based on the Fair Market Value of a share of the Company's common stock on the business day prior to the Date of Issuance. The accrued dividends that shall be paid out to you shall be only such amount that has accrued with respect to the Shares underlying the Units or Time-Based Units that vest on the Date of Issuance.

7. Governing Law. This Agreement shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and you hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Agreement. You and Capital One agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.

8. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of this Agreement, except as provided otherwise herein, the provisions of this Agreement shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

9. Bound by Plan. In consideration of the grant of the Units and the Shares, you agree that you will comply with such conditions as the Committee may impose on the Units and the Shares and be bound by the terms of the Plan.

10. Employment Status. This Agreement does not constitute a contract of employment nor does it alter your terminable at will status or otherwise guarantee future employment.

11. Binding Effect. This Agreement shall be binding upon, enforceable against, and inure to the benefit of you and your legatees, distributees and personal representatives, and Capital One and its successors and assigns.

12. Clawbacks. You agree that any Units, Shares or dividends awarded to you pursuant to this Agreement are subject to the Capital One Financial Corporation Compensation Recoupment Policy (as amended from time to time, the "Clawback Policy"). You agree and consent to the Company's application, implementation and enforcement of the Clawback Policy or any similar policy established by the Company that may apply to you, and you expressly agree that the Company may take such actions as are necessary to effectuate the Clawback Policy, any similar policy (as applicable to you) or applicable law without further consent or action being required by you.

13. Rights as a Stockholder. You shall have no rights of a stockholder with respect to the shares of Common Stock represented by Units, including, but not limited to, the right to vote and to receive dividends, unless and until such shares of Common Stock are transferred to you pursuant to the Plan and this Agreement.

14. Mandatory Holding Requirement.

(a) You agree that with respect to the Applicable Holding Shares you may not transfer, sell, pledge, hypothecate or otherwise dispose of such Applicable Holding Shares until the Holding Date; provided that the requirements set forth in this Section 14 shall immediately lapse and be of no further force and effect upon your death, Disability or termination of employment by Capital One without Cause or by you for Good Reason following a Change of Control, pursuant to Section 2(c).

(b) For purposes of this Section 14:

(i) "Applicable Holding Shares" means 50% of the Shares acquired hereunder (not including any Shares sold or retained by the Company or its designated agent to fund the payment of any tax withholding obligation, brokerage commission or fees payable in connection with the Shares) during your term of employment with the Company and during the one-year period after termination of your employment for any reason; and

(ii) "Holding Date" means the later of: (1) the first anniversary of the date of acquisition of any Applicable Holding Shares; or (2) until your stock ownership requirement is met, as determined by the Committee.

15. Data Protection. You consent to the collection, processing and transfer (including international transfer) of your personally identifiable data in connection with the grant of the Units and participation in the Plan.

16. Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, then that provision shall be reduced, modified or otherwise conformed to the relevant law, judgment or determination to the degree necessary to render it valid and enforceable without affecting the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

18. Miscellaneous. In accepting the grant, you acknowledge and agree that:

(a) this Agreement is intended to comply with the applicable requirements of Section 409A of the Code as it relates to U.S. taxpayers and shall be limited, construed and interpreted in a manner so as to comply therewith;

(b) your obligations under this Agreement shall survive any termination of your employment with the Company for any reason;

(c) any of the Company's rights or remedies under this Agreement shall be cumulative and in addition to whatever other remedies the Company may have under law or equity;

(d) any recovery by the Company under this Agreement will be a recovery of Shares to which you were not entitled under this Agreement and is not to be construed in any manner as a penalty;

(e) the Company may, to the maximum extent permitted by applicable law and Section 409A of the Code as it relates to U.S. taxpayers, retain for itself funds or securities otherwise payable to you pursuant to this Agreement to satisfy any obligation or debt that you owe to the Company, including any obligations hereunder. The Company may not retain such funds or securities until such time as they would otherwise be distributable to you in accordance with this Agreement;

(f) the Company reserves the right to impose other requirements on the Units, any Shares acquired pursuant to the Units, and your participation in the Plan, to the extent Capital One determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Units and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing; and

(g) Capital One from time to time distributes and makes available to associates disclosure documents, including a prospectus, relating to the Plan. You may also contact the HR Help Center to obtain copies of the Plan disclosure documents and the Plan. You should carefully read the Plan disclosure documents and the Plan. By accepting the benefits of this Agreement you acknowledge receipt of the Plan and the Plan disclosure documents and agree to be bound by the terms of this Agreement and the Plan. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or

electronic system established and maintained by Capital One or a third-party designated by Capital One.

## APPENDIX A

### PERFORMANCE SHARE METRICS AND PAYOUT

#### 1. *Company Performance Relative to Peer Group*

The number of Units that shall vest and the number of Shares that shall become issuable on the Date of Issuance pursuant to Section 2(a) shall be based on the Company's performance over the Performance Period, measured by two metrics weighted as follows:

- (a) **One-Third** of the Units (the "Adjusted ROTCE Tranche") shall become issuable as Shares based on the Adjusted ROTCE achieved by the Company over the Performance Period, relative to the Adjusted ROTCE achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Adjusted ROTCE Percentile"), such that:
  - (i) If the Company's Adjusted ROTCE Percentile is 80th or higher, then 150% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (ii) If the Company's Adjusted ROTCE Percentile is 25th, then 40% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iii) If the Company's Adjusted ROTCE Percentile below 25th, then 0% of the Adjusted ROTCE Tranche shall be issuable as Shares.
  - (iv) If the Company's Adjusted ROTCE Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Adjusted ROTCE" means the ratio, expressed as a percentage, of (a) the Company's net income available to common stockholders, excluding, on a tax adjusted basis, the impact of impairment, amortization and re-measurement of intangible assets, to (b) the Company's average tangible common equity; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.
- (b) **Two-Thirds** of the Units (the "Growth of Tangible Book Value Per Share Plus Common Dividends Tranche") shall become issuable as Shares based on the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by the Company over the Performance Period, relative to the Growth of Tangible Book Value Per Share Plus Common Dividends achieved by each member of the Peer Group over the Performance Period, expressed as a percentile (the "Growth of Tangible Book Value Per Share Plus Common Dividends Percentile"), such that:
  - (i) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 80th or higher, then 150% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.
  - (ii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is 25th, then 40% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.
  - (iii) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile below 25th, then 0% of the Growth of Tangible Book Value Per Share Plus Common Dividends Tranche shall be issuable as Shares.

(iv) If the Company's Growth of Tangible Book Value Per Share Plus Common Dividends Percentile is above 25th but below 80th, then the number of issuable Shares shall be calculated by interpolation between the points listed above.

"Growth of Tangible Book Value Per Share Plus Common Dividends" means the three year average of the ratios, expressed as a percentage, of (a) the Company's tangible book value per share at the end of each year within the Performance Period, plus total common dividends per share paid during such year, to (b) the Company's tangible book value per share at the beginning of each corresponding year within the Performance Period; and shall exclude the initial effects of changes in tax laws, accounting principles or regulations, or other laws or provisions affecting the reported results if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations.

Subject to section 2 below, the total Shares issuable pursuant to this Agreement (the "Total Shares Earned") shall be equal to the sum of the Shares issuable pursuant to paragraphs (a) and (b) above.

## **2. Absolute Performance Modifier**

In the event that the Company's Adjusted ROTCE for one or more fiscal years in the Performance Period is less than or equal to zero, the Total Shares Earned shall be reduced as provided below:

- (a) If the Company's Adjusted ROTCE is less than or equal to zero for one fiscal year within the Performance Period, the Total Shares Earned shall be reduced by one-sixth;
- (b) If the Company's Adjusted ROTCE is less than or equal to zero for any two fiscal years within the Performance Period, the Total Shares Earned shall be reduced by one-third; and
- (c) If the Company's Adjusted ROTCE is less than or equal to zero for all three fiscal years within the Performance Period, the Total Shares Earned shall be forfeited in full.



## APPENDIX B

### PEER GROUP

The "Peer Group" shall consist of the companies listed below, which were the companies in the KBW Bank Index as of January 1, 2024, excluding custody banks. If during the Performance Period, one or more of the members of the Peer Group fails, files bankruptcy, enters into receivership, merges, engages in a spin-off, is sold, is delisted from the New York Stock Exchange or the National Association of Securities Dealers Automated Quotations or otherwise experiences a material change in its business activities, then the Committee may eliminate such company from the Peer Group or make other equitable adjustments regarding the Peer Group as it deems necessary or appropriate to prevent the enlargement or diminution of the rights of Participants, with any such changes having effect for purposes of the calculation of any award determination or calculations hereunder, including the determination of Adjusted ROTCE Percentile and Growth of Tangible Book Value Per Share Plus Common Dividends Percentile.

Bank of America  
Citigroup Inc  
Citizens Financial Group  
Comerica Inc  
East West Bancorp  
Fifth Third Bancorp  
First Horizon  
Goldman Sachs  
Huntington Bancshares  
JP Morgan Chase  
KeyCorp  
M&T Bank  
Morgan Stanley  
PNC Financial  
Regions Financial  
Truist Financial  
US Bancorp  
Wells Fargo & Co  
Western Alliance Bancorp  
Zions Bancorp

## CAPITAL ONE FINANCIAL CORPORATION

## NON-EMPLOYEE DIRECTORS DEFERRED COMPENSATION PLAN AMENDED AND RESTATED EFFECTIVE NOVEMBER 2, 2023

**SECTION 1 PURPOSE**

The 1994 Deferred Compensation Plan was originally adopted by the Board of Directors of Capital One Financial Corporation (together with the Compensation Committee of the Board of Directors to the extent it has been delegated authority with respect to the plan, the "Board") on October 28, 1994. Effective as of January 1, 1996, only non-employee directors were eligible to participate in the plan, and the balance of the Accounts of then-eligible employees were transferred, with the consent of the eligible employee, to an account established for the eligible employee under the Capital One Financial Corporation Excess Savings Plan (the "Plan"). Effective as of January 1, 2008, the Plan was amended and restated and renamed as the Capital One Financial Corporation Non-Employee Directors Deferred Compensation Plan. Effective as of November 2, 2023, the Plan is amended and restated to make certain changes. The purpose of the Plan is to permit members of the Capital One Financial Corporation Board of Directors who are not employees of Capital One Financial Corporation or any affiliate to defer compensation as provided in the Plan.

Notwithstanding anything to the contrary the Plan shall at all times be administered in accordance with Section 409A of the Code and the regulations thereunder and such rules are incorporated into the Plan by reference. To the extent any Plan provisions are inconsistent with such rules, the Plan shall be interpreted and administered in accordance with Section 409A of the Code and its regulations.

**SECTION 2 DEFINITIONS**

Whenever used in the Plan, the following terms shall have the meanings set forth below unless the context clearly requires a different meaning:

2.1 Account. The book account established by the Company for each Participant pursuant to Section 3 which shall reflect Deferral Amounts, transferred credits from an Included Plan, investment earnings credited under Section 3 and RSUs that are deferred under the Plan.

2.2 Alternate Payee. Any spouse, former spouse, child or other person set forth in a Domestic Relations Order as having a right to receive all or a portion of the benefits payable under the Plan with respect to such Participant.

2.3 **Beneficiary.** The person or persons or other entity that a Participant designates on a form acceptable to the Committee to receive benefit payments Section 4.2. If a Participant does not execute a valid form, or if the designated Beneficiary or Beneficiaries fail to survive the Participant or otherwise fail to take the benefit, the Participant's beneficiary or beneficiaries shall be the first of the following persons who survive the Participant: a Participant's spouse (the person legally married to the Participant when the Participant dies); the Participant's children in equal shares. If none of these persons survive the Participant, the Beneficiary shall be the Participant's estate.

2.4 **Change of Control.** A "Change of Control" shall mean any of the following events:

- (a) The acquisition, other than from the Company, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (i) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Company Voting Securities"), provided, however, that any acquisition by (x) the Company or any of its subsidiaries, or any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its subsidiaries or (y) any corporation with respect to which, following such acquisition, more than 60% of, respectively, the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Company Voting Securities immediately prior to such acquisition in substantially the same proportion as their ownership, immediately prior to such acquisition, of the Outstanding Company Common Stock and Company Voting Securities, as the case may be, shall not constitute a Change of Control; or
- (b) Individuals who constitute the Board immediately prior to, or at the time of consummation of, the Distribution (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board, provided that any individual becoming a director subsequent to the Distribution Date whose election or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the Directors of the Company (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act); or

- (c) Approval by the shareholders of the Company of a reorganization, merger or consolidation (a "Business Combination"), in each case, with respect to which all or substantially all of the individuals and entities who were the respective beneficial owners of the Outstanding Company Common Stock and Company Voting Securities immediately prior to such Business Combination do not, following such Business Combination, beneficially own, directly or indirectly, more than 60% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination in substantially the same proportion as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and Company Voting Securities, as the case may be; or
- (d) (i) A complete liquidation or dissolution of the Company or of (ii) sale or other disposition of all or substantially all of the assets of the Company other than to a corporation with respect to which, following such sale or disposition, more than 60% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors is then owned beneficially, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Company Voting Securities immediately prior to such sale or disposition in substantially the same proportion as their ownership of the Outstanding Company Common Stock and Company Voting Securities, as the case may be, immediately prior to such sale or disposition.
- (e) Neither the sale of Company common stock in an initial public offering, nor the distribution of Company common stock by Capital One's parent corporation to its shareholders in a transaction to which Section 355 of the Internal Revenue Code applies, nor any restructuring of the Company or its Board of Directors in contemplation of or as the result of either of such events, shall constitute a Change of Control.
- (f) Notwithstanding anything to the contrary, if one or more of the events outlined in (a)-(e) above occur, and such events are not considered a Change of Control under Section 409A of the Code, then for purposes of this Plan a Change of Control has not occurred.

2.5 Code. The Internal Revenue Code of 1986, as amended from time to time.

2.6 Committee. The Company's Compensation Committee.

2.7 Company. Capital One Financial Corporation and its subsidiary corporations.

2.8 Compensation. Fees (including the annual retainer and committee participation fees) earned by a Director. "Compensation" shall be determined before taking into account any amounts deferred pursuant to an election under the Plan. For the avoidance of doubt,

“Compensation” shall not include contributions under any other plan of deferred compensation maintained by the Company (other than amounts deferred pursuant to Section 3.1), and variable pay, and “Compensation” shall not include special allowances, non-recurring payments or imputed income (such as amounts received upon the exercise of a stock appreciation right or nonqualified stock option, distributions from any nonqualified deferred compensation plans, and any other extraordinary form of remuneration) and any additional compensation in any form received by a Participant on any date following his final period of service.

2.9 Deferral Amount. The amounts elected to be withheld from Compensation (or components of Compensation) and credited from time to time to a Participant’s Account pursuant to Section 3.1.

2.10 Director. Any person serving as a non-employee director of Capital One Financial Corporation who is a resident of the United States.

2.11 Disability. “Disability” shall have the same meaning as that term is defined in Treasury regulation Section 1.409A-3(i)(4).

2.12 Distribution. The distribution of the Company’s common stock to shareholders of the Company’s parent corporation in a transaction to which Code Section 355 applied.

2.13 Distribution Date. The date on which the Distribution occurred.

2.14 Domestic Relations Order. Any judgment, decree or order (including approval of a property settlement agreement) which relates to the provision of child support, alimony payments or marital property rights to a spouse, former spouse, child or other dependent of a Participant made pursuant to a State domestic relations law (including a community property law).

2.15 ERISA. The Employee Retirement Income Security Act of 1974, as amended.

2.16 Investment Fund. One or more deemed investment alternatives offered to Participants from time to time.

2.17 Participant. A Director currently providing services to the Company who elects to defer compensation under the Plan and any former Director who continues to have an Account balance under the Plan. Notwithstanding any other provision of the Plan, no individual who is not a current Director or a former Director with an Account balance under the Plan shall actively participate in the Plan after December 31, 1995.

2.18 Plan. This Capital One Financial Corporation Non-Employee Directors Deferred Compensation Plan, as it may be amended from time-to-time. The Plan is hereby amended and restated effective as of November 2, 2023.

2.19 RSUs. Restricted stock units granted to a Director pursuant to the terms of the Capital One Financial Corporation 2004 Stock Incentive Plan (as in effect from time to time) or any successor plan (the “2004 Plan”).

2.20 Spouse. The person to whom a Participant is legally married as determined under applicable state law, but limited by the provisions of the Federal Defense of Marriage Act.

2.21 Year. A calendar year; provided, that, beginning with the Board meeting at the annual shareholders meeting in 2009, the Year shall be the period commencing with the Board meeting at the annual shareholders meeting and running until the day before the next such annual meeting.

### SECTION 3

#### DEFERRAL AMOUNTS AND CREDITS

3.1 Elections. A Director may elect to reduce his or her Compensation by a designated percentage as provided in Section 3.3 and/or to defer delivery of RSUs pursuant to Section 3.7 on such forms and at such times as may be prescribed by the Committee; provided that a Participant shall be eligible to participate for a Year only in the event a deferral election is filed no later than December 31 of the prior year or such later date as permitted under Section 409A of the Code. The election shall be for the entire Year and shall not be revocable except to the extent permitted under Section 409A of the Code; provided, however, that the Committee may permit a separate election that does not apply for an entire Year to the extent permitted by Section 409A of the Code.

3.2 Deferral Percentages. The Committee shall provide forms and, when appropriate, consistent with Section 3.1, formulate rules governing the making of deferred elections consistent with the terms of the Plan. A Participant may elect Deferral Amounts in any whole percentage up to 100 percent of his or her Compensation.

3.3 Accounts. The Company will establish for bookkeeping purposes only an Account for each Participant and credit to the Account from time to time as the Compensation is earned the Deferral Amounts elected by the Participant under the Plan. To the extent a Director was covered under another Company-sponsored non-qualified deferred compensation plan, the balances from any such accounts were credited to his or her Account under this Plan.

3.4 Vesting of Account. Each Participant will be fully vested in Deferrals credited to his or her Account pursuant to Section 3.1 and, with respect to RSUs, at the time specified in the applicable award agreement.

3.5 Investment Funds. Each Participant shall have the right to direct the deemed investment of the Participant's Account among the Investment Funds. The Committee shall determine the number and type of Investment Funds that will be available for investment in any Year. At its sole discretion, the Committee may change the number and type of Investment Funds at any time and may establish procedures for the transition between Investment Funds. Amounts deferred under the Plan shall be credited to an Investment Fund as of the date on which the deferred Compensation would have been paid to the Participant or as soon as administratively practicable thereafter. A separate bookkeeping account shall be established for each Participant who has directed a deemed investment in an Investment Fund. Deemed transfers between Investment Funds in the Participant's Account shall be charged and credited as the case may be to each Investment Fund account. The Investment Fund account shall be charged or credited with net

earnings, gains, losses and expenses, as well as any appreciation or depreciation in market value during each Year for the deemed investment in the Investment Fund.

3.6 Certain Transfers. Effective January 1, 1996, the balance in the Account of any then- participant who was an eligible employee was transferred, with the consent of the eligible employee, to an account established for the eligible employee under the Capital One Financial Corporation Excess Savings Plan. Following any such transfer, the eligible employee was no longer entitled to any benefit under the Plan.

3.7 Deferral of RSUs. Any RSUs granted prior to January 1, 2024 that were voluntarily deferred pursuant to the terms of the applicable grant (i.e., in connection with the Company's director shareholding requirements) or that are re-deferred pursuant to this Plan shall be credited to the Plan (and subject to the terms of the Plan) on and after such date. For grants of RSUs made on and after January 1, 2024, Participants who are not required to defer the RSUs may elect to defer one hundred percent (100%) (but not a lesser portion) of the RSUs granted to the Participant in a calendar year. Notwithstanding Section 3.5, all RSUs deferred under the Plan shall continue to be treated as provided in the 2004 Plan and the applicable award agreement and shall not be eligible for deemed investment in any other Investment Fund pursuant to Section 3.5. All dividends with respect to Shares underlying RSUs deferred under the Plan shall be deemed reinvested in additional RSUs on the date the dividend is paid to shareholders.

#### **SECTION 4**

##### **PAYMENT OF DEFERRED COMPENSATION**

4.1 Commencement of Payments. Unless otherwise elected by the Participant on a distribution election form, the Participant shall receive a single lump sum payment of his or her entire Account upon attaining age 80. Alternatively, a Participant may elect, in accordance with procedures adopted by the Committee, to receive a distribution of his or her Account commencing upon his or her separation from service (as determined pursuant to Section 409A of the Code), Disability, or following the attainment of such other age as the Participant shall specify. Any such election, which shall also specify whether the distribution is to be paid in a single lump sum or in annual installment payments over a period of up to fifteen years, shall be made no later than the latest of

(a) thirty (30) days after commencing participation in the Plan, (b) December 31, 2008 (pursuant to the payment transition rule in IRS Notice 2007-86), or (c) with respect to Compensation deferrals (and earnings or losses thereon pursuant to Section 3.5) for periods commencing on or after January 1, 2009 only, December 31 of the calendar year preceding the Year in which such Compensation is earned. Any distribution pursuant to this Section 4.1 shall commence no later than the later of December 31 of the calendar year in which the distribution event occurs or two and one-half months after the distribution event occurs. With respect to installment payments, the amount of each installment shall equal the balance in the Account as of the date of payment, divided by the number of remaining installments (including the installment being determined). If the amount credited to the Account is paid in installments, the undistributed Account and subsequent installments shall be adjusted as provided in Section 3.5 to reflect investment earnings (or losses) credited on the amounts that remain undistributed.



4.2 Payments on Death. If a Participant dies prior to the commencement of payments under this Section 4, the Account shall be paid to his or her Beneficiary in a lump sum or, if elected by the Participant at the same time an election is required pursuant to Section 4.1, in annual installments over up to fifteen years, commencing in each case as soon as reasonably practicable following such death, and in all events no later than the later of December 31 of the year of death or two and one-half months following such death. If a Participant dies after payments have commenced, any remaining installments will be paid to the Participant's Beneficiary at the same time such installments were due to the Participant unless the Participant has elected that his Beneficiary shall receive a lump sum payment of any remaining installments upon the Participant's death.

4.3 Payment Upon Change of Control. Notwithstanding any other provision of the Plan to the contrary, if a Change of Control occurs, the Company shall pay to such Participant, within 30 days of such Change of Control a lump sum in cash equal to the amount credited to his or her Account as of the Change of Control (or, with respect to RSUs, shares of the Company's stock, par value \$0.01 per share ("Shares") or cash for each such RSU in the amount equal to the per-Share amount paid to the Company's shareholders in connection with the Change of Control).

4.4 Payment of RSUs. All distributions with respect to RSUs hereunder shall be made in the form of Shares.

4.5 Change in Deferral Election. Participants may change, with respect to each Deferral, the form of payment and the date on which the Deferral is to be distributed to the Participant, provided written or electronic notice of such change is received by the Committee not less than twelve months prior to the date on which the Deferral was scheduled to begin to be distributed to the Participant; and provided further that (i) the first payment with respect to which such election is made to be deferred for a period of not less than five (5) years from the date such payment would otherwise have been made, and (ii) the election will not be effective until at least twelve months after the date on which such election is made. The election under this Section 4.5 shall be available with respect to RSUs that were deferred prior to January 1, 2024, provided that the election must be made at such times, and subject to such conditions, as the Committee determines.

#### **SECTION 5 AMENDMENT OR TERMINATION**

5.1 Right to Amend or Terminate. Except as otherwise provided, this Plan may be altered, amended or suspended at any time by the Committee. In addition, the Company's Benefits Committee may adopt amendments that are procedural or administrative in nature (but not any amendment that changes the Plan's design). The Committee (or, as applicable, the Benefits Committee) shall effect any such amendment by adopting a resolution setting forth, or incorporating the specific terms of, the amendment.

5.2 Assignment by Company. The Company has the unconditional right to assign its responsibilities and obligations under this Plan to a successor or other entity without notice to Participants, Beneficiaries or Alternate Payees.

## **SECTION 6 GENERAL PROVISIONS**

6.1 No Funding. Nothing contained in this Plan shall require the Company to segregate any assets from their general funds, or to create any trusts, or to make any special deposits for any amounts to be paid to any Participant, former Participant or Beneficiary. Participants, former Participants and any Beneficiary of a Participant shall not have any right, title or interest in or to any specific funds or property of the Company, and their interest shall be those of a general creditor.

6.2 ERISA Exemption. The Plan is an unfunded plan of deferred compensation covering a select group of management or highly compensated employees, intended to be exempt from the participation, vesting, funding and fiduciary provisions of ERISA pursuant to Sections 201(2), 301(a)(3) and 401(a) (1) of that statute.

6.3 No Contract of Employment. The existence of this Plan does not constitute a contract for continued employment between an Eligible Executive or a Participant and the Company or any other entity.

6.4 Withholding Taxes. All payments under the Plan shall be subject to and net of an amount sufficient to satisfy all federal, state or local withholding tax requirements.

6.5 Restrictions on Transfer. Any benefits to which a Participant, his Beneficiary or Alternate Payee may become entitled under this Plan are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, or encumbrance, and any attempt to do so is void. Benefits are not subject to attachment or legal process for the debts, contracts, liabilities, engagements or torts of a Participant, his Beneficiary or Alternate Payee. This Plan does not give a Participant, his Beneficiary or Alternate Payee any interest, lien, or claim against any specific assets of the Company. Participants and their Beneficiaries have only the rights of general creditors of the Company.

6.6 Domestic Relations Order/Alternate Payee.

- (a) Notwithstanding the provisions of Section 6.5, an Alternate Payee shall be entitled to receive a benefit under the Plan, computed by reference to the Participant's benefit in accordance with the terms of the Domestic Relations Order, at the time and in the manner benefits begin to be paid or are paid to the Participant. If the Alternate Payee predeceases the Participant before payments begin to be paid or are paid to the Participant, the Alternate Payee's interest in the Plan shall begin to

be paid or shall be paid (i) at the time and in the manner the Alternate Payee would have received or began to receive payment had the Alternate Payee survived, and (ii) if not inconsistent with the terms of the Domestic Relations Order, to the person or persons designated by the Alternate Payee in a writing filed with and acknowledged by the Company, or, if no writing has been filed or if the person or persons designated predecease the Alternate Payee, to the legal representative of the Alternate Payee.

- (b) The Domestic Relations Order shall clearly specify (i) the name and last known mailing address of the Participant and the name and mailing address of each Alternate Payee covered by the order, (ii) the amount or percentage of the Participant's benefit to be paid by the Plan to each Alternate Payee, or the manner in which such amount or percentage is to be determined, and (iii) any limitation on the number of payments or period to which such order applies. The Company shall not be required to make payments to an Alternate Payee pursuant to a Domestic Relations Order that requires the Plan to (i) provide any type or form of benefit, or payment option, not otherwise provided under the Plan, (ii) provide increased benefits (determined on the basis of actuarial value), or (iii) pay benefits to an Alternate Payee otherwise required to be paid to another Alternate Payee under an order previously determined to be a Domestic Relations Order.
- (c) The Company shall have the right to delay any payment of a benefit under the Plan to an Alternate Payee for up to 180 days if necessary to determine whether the Domestic Relations Order complies with the provisions of this section.
- (d) If an Alternate Payee cannot be located after a diligent search has been conducted, the interest of the Alternate Payee can be forfeited at the direction of the Company at any time after a two-year period and restored to the Participant on such conditions and terms as the Company shall determine.

#### 6.7 Administration.

- (a) This Plan shall be administered by the Committee. The Committee shall interpret the Plan, establish regulations to further the purposes of the Plan and take any other action necessary to the proper operation of the Plan. Prior to paying any benefit under the Plan, the Committee may require the Participant, former Participant or Beneficiary to provide such information or material as the Committee, in its sole discretion, shall deem necessary for it to make any determination it may be required to make under the Plan. The Committee may withhold payment of any benefit under the Plan until it receives all such information and material and is reasonably satisfied of its correctness and genuineness.
- (b) The Committee shall provide adequate notice in writing to any Participant, former Participant, beneficiary or contingent beneficiary whose claim for benefits under the Plan has been denied, setting forth the specific reasons for such denial. A

reasonable opportunity shall be afforded to any such member, former Participant or Beneficiary for a full and fair review by the Committee of its decision denying the claim. The Committee's decision on any such review shall be final and binding on the Participant, former Participant or Beneficiary and all other interested persons. To the extent required by ERISA, the claims procedure under the Plan shall in all events comply with the requirements of Section 503 of ERISA.

- (c) All acts and decisions of the Committee shall be final and binding upon each Participant, former Participant and Beneficiary and employees of the Company and its affiliates.
- (d) The Committee may appoint an administrator and delegate its administrative and fiduciary responsibilities to such administrator.

6.8 Construction. For construction, one gender includes the other, and the singular and plural include each other where the meaning would be appropriate. This Plan is construed in accordance with the laws of the Commonwealth of Virginia, except to the extent that the laws of the United States of America have superseded those laws. The headings in this Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provision. If a provision of this Plan is not valid, that invalidity does not affect the remaining provisions.

6.9 Binding Upon Successors and Assigns. The provisions of the Plan shall be binding upon the Participant and the Company and their successors, assigns, heirs, executors and beneficiaries.

6.10 Life Insurance and Funding. The Company in its discretion may apply for and procure as owner and for its own benefit insurance on the life of the Participant, in such amounts and in such forms as the Company may choose. The Participant shall have no interest whatsoever in any such policy or policies, but, as a condition of participation and at the request of the Company, the Participant shall submit to medical examinations and supply such information and execute such documents as may be required by the insurance company or companies to whom the Company has applied for insurance.

6.11 Form of Communication. All notices or election required under the Plan must be in writing. A notice or election shall be deemed delivered if it is delivered personally, sent registered or certified mail to the person at the person's last known business address or sent via email return receipt requested to the person's email address.

## SUBSIDIARIES AS OF DECEMBER 31, 2023

<b>Subsidiaries*</b>	<b>Jurisdiction of Incorporation or Organization</b>	<b>Parent Company</b>
Capital One, National Association ("CONA")	United States	Capital One Financial Corporation

\* Direct subsidiaries of Capital One Financial Corporation other than CONA are not listed above because, in the aggregate, they would not constitute a significant subsidiary.

## CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements, as listed below, of Capital One Financial Corporation and in the related Prospectus, where applicable, of our reports dated February 24, 2023, with respect to the consolidated financial statements of Capital One Financial Corporation and the effectiveness of internal control over financial reporting of Capital One Financial Corporation, included in this Annual Report (Form 10-K) of Capital One Financial Corporation for the year ended December 31, 2023.

Registration Statement Number	Form	Description
033-99748	Form S-3	Dividend Reinvestment and Stock Purchase Plan
333-97125	Form S-3	Dividend Reinvestment and Stock Purchase Plan
033-86986	Form S-8	1994 Stock Incentive Plan
033-91790	Form S-8	1995 Non-Employee Directors Stock Incentive Plan
033-97032	Form S-8	Amendment to 1994 Stock Incentive Plan
333-42853	Form S-8	1994 Stock Incentive Plan - 1997 Special Option Program
333-45453	Form S-8	Associate Savings Plan
333-51637	Form S-8	1994 Stock Incentive Plan
333-51639	Form S-8	1994 Stock Incentive Plan - Tier 5 Special Option Program
333-57317	Form S-8	1994 Stock Incentive Plan - 1998 Special Option Program
333-70305	Form S-8	1994 Stock Incentive Plan - Supplemental Special Option Program
333-78067	Form S-8	1994 Stock Incentive Plan
333-78383	Form S-8	1994 Stock Incentive Plan - 1999 Performance-Based Option Program and Supplemental Special Option Program
333-78609	Form S-8	1999 Stock Incentive Plan
333-78635	Form S-8	1999 Non-Employee Directors Stock Incentive Plan
333-84693	Form S-8	1994 Stock Incentive Plan - Supplemental Special Option Program
333-91327	Form S-8	1994 Stock Incentive Plan - Supplemental Special Option Program
333-92345	Form S-8	1994 Stock Incentive Plan
333-43288	Form S-8	1994 Stock Incentive Plan
333-58628	Form S-8	1994 Stock Incentive Plan
333-72788	Form S-8	1994 Stock Incentive Plan - 2001 Performance-Based Option Program
333-72820	Form S-8	1999 Non-Employee Directors Stock Incentive Plan
333-72822	Form S-8	1994 Stock Incentive Plan
333-76726	Form S-8	1994 Stock Incentive Plan - 2001 Performance-Based Option Program
333-97123	Form S-8	2002 Non-Executive Officer Stock Incentive Plan
333-97127	Form S-8	Associate Savings Plan as Amended and Restated
333-100488	Form S-8	2002 Associate Stock Purchase Plan
333-117920	Form S-8	2004 Stock Incentive Plan
333-124428	Form S-8	Plans of Hibernia Corporation
333-136281	Form S-8	2004 Stock Incentive Plan
333-133665	Form S-8	Plans of North Fork Bancorporation
333-151325	Form S-8	Amended and Restated Associate Stock Purchase Plan
333-158664	Form S-8	Second Amended and Restated 2004 Stock Incentive Plan
333-181736	Form S-8	Amended and Restated 2002 Associate Stock Purchase Plan
333-193683	Form S-8	Associate Savings Plan as Amended and Restated
333-195677	Form S-8	Third Amended and Restated 2004 Stock Incentive Plan
333-219570	Form S-8	Amended and Restated 2002 Associate Stock Purchase Plan

Registration Statement Number	Form	Description
333-232907	Form S-8	Associate Savings Plan as Amended and Restated
333-254191	Form S-3	Senior Debt Securities, Subordinated Debt Securities, Preferred Stock, Depositary Shares, Common Stock, Purchase Contracts, Warrants, Units
333-256072	Form S-8	Sixth Amended and Restated 2004 Stock Incentive Plan
333-256073	Form S-8	Associate Savings Plan as Amended and Restated

/s/ Ernst & Young LLP

Tysons, Virginia

February 22, 2024

**CERTIFICATION FOR ANNUAL REPORT ON FORM 10-K OF CAPITAL ONE FINANCIAL CORPORATION AND CONSOLIDATED SUBSIDIARIES**

I, Richard D. Fairbank, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2023 of Capital One Financial Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 22, 2024

By: /s/ RICHARD D. FAIRBANK  
Richard D. Fairbank  
Chair and Chief Executive Officer



**CERTIFICATION FOR ANNUAL REPORT ON FORM 10-K OF CAPITAL ONE FINANCIAL CORPORATION AND CONSOLIDATED SUBSIDIARIES**

I, Andrew M. Young, certify that,

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2023 of Capital One Financial Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 22, 2024

By: /s/ ANDREW M. YOUNG  
Andrew M. Young  
Chief Financial Officer



**Certification**  
**Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**  
**(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), I, Andrew M. Young, Chief Financial Officer of Capital One Financial Corporation ("Capital One"), a Delaware corporation, do hereby certify that:

1. The Annual Report on Form 10-K for the year ended December 31, 2023 (the "Form 10-K") of Capital One fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of Capital One.

Date: February 22, 2024

By: /s/ ANDREW M. YOUNG  
Andrew M. Young  
Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Capital One and will be retained by Capital One and furnished to the Securities and Exchange Commission or its staff upon request.

**CAPITAL ONE FINANCIAL CORPORATION  
COMPENSATION RECOUPMENT POLICY**

This Capital One Financial Corporation Compensation Recoupment Policy (the “**Policy**”) has been adopted by the Board of Directors (the “**Board**”) of Capital One Financial Corporation (“**Capital One**” or the “**Company**”) on November 2, 2023.

1. **Definitions.** For the purposes of this Policy, the following terms shall have the meanings set forth below. Capitalized terms used but not defined in this Policy shall have the meanings set forth in the Company’s Seventh Amended and Restated 2004 Stock Incentive Plan (as may be amended from time to time, the “**Plan**”).

(a) “**Committee**” means the compensation committee of the Board or any successor committee thereof. If there is no compensation committee of the Board, references herein to the Committee shall refer to the Company’s committee of independent directors that is responsible for executive compensation decisions, or in the absence of such a compensation committee, the independent members of the Board.

(b) “**Covered Executive**” means any current or former Executive Officer.

(c) “**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended.

(d) “**Executive Officer**” means the Company’s Section 16 officers, as such list may change from time to time. The determination as to an individual’s status as an Executive Officer shall be made by the Board and such determination shall be final, conclusive and binding on such individual and all other interested persons.

(e) “**NYSE**” means the New York Stock Exchange, or any successor thereof.

2. **Recoupment of Erroneously Awarded Compensation Due to Noncompliance with Financial Reporting Requirements.**

(a) This Section 2 provides for the recoupment of certain executive compensation in the event of a Financial Restatement (as defined below) in accordance with the terms and conditions set forth herein. This Section 2 is intended to comply with the requirements of Section 10D of the Exchange Act and Section 303A.14 of the NYSE Listed Company Manual (the “**Listing Rule**”).

(b) For the purposes of this Section 2:

(i) “**Covered Compensation**” means any Incentive-based Compensation “received” by a Covered Executive during the applicable Recoupment Period; *provided that*: (X) such Incentive-based Compensation was received by such Covered Executive (i) on or after the Effective Date, (ii) after he or she commenced service as an Executive Officer and (iii) while the Company had a class of securities publicly listed on a United States national securities exchange; and (Y) such Covered Executive served as an Executive Officer at any time during the performance period applicable to such Incentive-based Compensation. For purposes of this Section 2, Incentive-based Compensation is “received” by a Covered Executive during the fiscal period in which the Financial Reporting Measure applicable to such Incentive-based Compensation (or portion thereof) is attained, even if the payment or grant of such Incentive-based Compensation is made thereafter

(ii) “**Effective Date**” means the date on which the Listing Rule becomes effective.

(iii) “**Financial Reporting Measure**” means any (i) measure that is determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, (ii) stock price measure or (iii) total shareholder return measure (and any measures that are derived wholly or in part from any measure referenced in clause (i), (ii) or (iii) above). For the avoidance of doubt, any such measure does not need to be presented

within the Company's financial statements or included in a filing with the U.S. Securities and Exchange Commission to constitute a Financial Reporting Measure.

(iv) "**Financial Restatement**" means a restatement of the Company's financial statements due to the Company's material noncompliance with any financial reporting requirement under U.S. federal securities laws that is required in order to correct:

- (A) an error in previously issued financial statements that is material to the previously issued financial statements; or
- (B) an error that would result in a material misstatement if the error were (A) corrected in the current period or (B) left uncorrected in the current period.

For purposes of this Section 2, a Financial Restatement shall not be deemed to occur in the event of a revision of the Company's financial statements due to an out-of-period adjustment (i.e., when the error is immaterial to the previously issued financial statements and the correction of the error is also immaterial to the current period) or a retrospective (1) application of a change in accounting principles; (2) revision to reportable segment information due to a change in the structure of the Company's internal organization; (3) reclassification due to a discontinued operation; (4) application of a change in reporting entity, such as from a reorganization of entities under common control; or (5) revision for stock splits, reverse stock splits, stock dividends or other changes in capital structure.

(v) "**Incentive-based Compensation**" means any compensation (including, for the avoidance of doubt, any cash or equity or equity-based compensation, whether deferred or current) that is granted, earned and/or vested based wholly or in part upon the achievement of a Financial Reporting Measure. For purposes of this Section 2, "Incentive-based Compensation" shall also be deemed to include any amounts which were determined based on (or were otherwise calculated by reference to) Incentive-based Compensation (including, without limitation, any amounts under any long-term disability, life insurance or supplemental retirement or severance plan or agreement or any notional amount that is based on Incentive-based Compensation, as well as any earnings accrued thereon).

(vi) "**Recoupment Period**" means the three fiscal years completed immediately preceding the date of any applicable Recoupment Trigger Date.

(vii) "**Recoupment Trigger Date**" means the earlier of (i) the date that the Board (or a committee thereof or the officer(s) of the Company authorized to take such action if Board action is not required) concludes, or reasonably should have concluded, that the Company is required to prepare a Financial Restatement, and (ii) the date on which a court, regulator or other legally authorized body directs the Company to prepare a Financial Restatement

(c) In the event of a Financial Restatement, if the amount of any Covered Compensation received by a Covered Executive (the "**Awarded Compensation**") exceeds the amount of such Covered Compensation that would have otherwise been received by such Covered Executive if calculated based on the Financial Restatement (the "**Adjusted Compensation**"), the Company shall reasonably promptly recover from such Covered Executive an amount equal to the excess of the Awarded Compensation over the Adjusted Compensation, each calculated on a pre-tax basis (such excess amount, the "**Erroneously Awarded Compensation**").

(d) If the Financial Reporting Measure applicable to the relevant Covered Compensation is stock price or total shareholder return (or any measure derived wholly or in part from either of such measures) and the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the Financial Restatement, then the amount of Erroneously Awarded Compensation shall be determined (on a pre-tax basis) based on the Company's reasonable estimate of the effect of the Financial Restatement on the Company's stock price or total shareholder return (or the derivative measure thereof) upon which such Covered Compensation was received.

(e) For the avoidance of doubt, the Company's obligation to recover Erroneously Awarded Compensation is not dependent on (X) if or when the restated financial statements are filed or (Y) any fault of any Covered Executive for the accounting errors or other actions leading to a Financial Restatement.

(f) Notwithstanding anything to the contrary in Sections 2(c) through (e) hereof, the Company shall not be required to recover any Erroneously Awarded Compensation if both (x) the conditions set forth in either of the following clauses (A) or (B) are satisfied and (y) the Committee (or a majority of the independent directors serving on the Board) has determined that recovery of the Erroneously Awarded Compensation would be impracticable: the direct expense paid to a third party to assist in enforcing the recovery of the Erroneously Awarded Compensation under this Section 2 would exceed the amount of such Erroneously Awarded Compensation to be recovered; *provided that*, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation pursuant to this Section 2(f), the Company shall have first made a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) to make such recovery and provide that documentation to the NYSE; or recovery of the Erroneously Awarded Compensation would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Sections 401(a)(13) or 411(a) of the U.S. Internal Revenue Code of 1986, as amended (the "Code").

(g) The Company shall not indemnify any Covered Executive, directly or indirectly, for any losses that such Covered Executive may incur in connection with the recovery of Erroneously Awarded Compensation pursuant to this Section 2, including through the payment of insurance premiums or gross-up payments.

(h) The Committee shall determine, in its sole discretion, the manner and timing in which any Erroneously Awarded Compensation shall be recovered from a Covered Executive in accordance with applicable law, including, without limitation, by requiring reimbursement of Covered Compensation previously paid in cash; seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer or other disposition of any equity or equity-based awards; offsetting the Erroneously Awarded Compensation amount from any compensation otherwise owed by the Company or any of its affiliates to the Covered Executive; canceling outstanding vested or unvested equity or equity-based awards; and/or taking any other remedial and recovery action permitted by applicable law. For the avoidance of doubt, except as set forth in Section 2(f), in no event may the Company accept an amount that is less than the amount of Erroneously Awarded Compensation; *provided that*, to the extent necessary to avoid any adverse tax consequences to the Covered Executive pursuant to Section 409A of the Code, any offsets against amounts under any nonqualified deferred compensation plans (as defined under Section 409A of the Code) shall be made in compliance with Section 409A of the Code.

(i) Effective Date. For the avoidance of doubt, this Section 2 applies to all compensation that is received on or after the Effective Date, regardless of the date on which the award agreement or other document setting forth the terms and conditions of the Covered Executive's compensation became effective, including, without limitation, compensation received under the Plan and any successor plan thereto.

(j) Exempt Compensation. Notwithstanding anything to the contrary herein, the Company has no obligation under this Policy to seek recoupment of amounts paid to a Covered Executive which are granted, vested or earned based solely upon the occurrence or non-occurrence of nonfinancial events. Such exempt compensation includes, without limitation, base salary, time-vesting awards, compensation awarded on the basis of the achievement of metrics that are not Financial Reporting Measures or compensation awarded solely at the discretion of the Committee or the Board, *provided that* such amounts are in no way contingent on, and were not in any way granted on the basis of, the achievement of any Financial Reporting Measure performance goal.

3. Recoupment of Erroneously Awarded Compensation Due to Misconduct. Covered Executives who have received Equity Compensation are additionally subject to the following:

(a) This Section 3 provides for the recoupment of certain Equity Compensation in the event that prior to the Date of Issuance, the Committee in its sole discretion determines that there has been misconduct resulting in either a violation of law or of Capital One policies or procedures, including but not limited to the Capital One Code of Conduct, that in either case causes significant financial or reputational harm to Capital One and either the Covered Executive committed the misconduct or failed in the Covered Executive's responsibility to manage or monitor the applicable conduct or risks ("**Covered Conduct**").

(b) For purposes of this Section 3:

(i) "**Equity Compensation**" means any Award (other than a Cash-Based Award) issued pursuant to the Plan.

(c) All unvested Equity Compensation shall be subject to reduction and/or forfeiture in the event that the Committee, in its sole discretion, determines that there has been Covered Conduct by a Covered Executive. In the event that the Committee makes a determination as provided in the preceding sentence, all or any portion of the Equity Compensation that has not yet vested as of the date of such determination shall be forfeited in an amount as determined by the Committee in its sole discretion.

4. Miscellaneous.

(a) Administration. This Policy shall be administered by the Committee. All decisions of the Committee shall be final, conclusive and binding upon the Company and the Covered Executives, their beneficiaries, heirs, executors, administrators and any other legal representative. The Committee shall have full power and authority to administer and interpret this Policy; correct any defect, supply any omission and reconcile any inconsistency in this Policy; and make any other determination and take any other action that the Committee deems necessary or desirable for the administration of this Policy and to comply with applicable law (including Section 10D of the Exchange Act) and applicable stock market or exchange rules and regulations. Notwithstanding anything to the contrary contained herein, to the extent permitted by Section 10D of the Exchange Act and the Listing Rule, the Board may, in its sole discretion, at any time and from time to time, administer this Policy in the same manner as the Committee.

(b) Amendment/Termination. Subject to Section 10D of the Exchange Act and the Listing Rule, this Policy may be amended or terminated by the Committee at any time. To the extent that any applicable law, or stock market or exchange rules or regulations require recovery of Erroneously Awarded Compensation in circumstances in addition to those specified herein, nothing in this Policy shall be deemed to limit or restrict the right or obligation of the Company to recover Erroneously Awarded Compensation to the fullest extent required by such applicable law, stock market or exchange rules and regulations. Unless otherwise required by applicable law, this Policy shall no longer be effective from and after the date that the Company no longer has a class of securities publicly listed on a United States national securities exchange.

(c) Interpretation. Notwithstanding anything to the contrary herein, this Policy is intended to comply with the requirements of Section 10D of the Exchange Act and the Listing Rule (and any applicable regulations, administrative interpretations or stock market or exchange rules and regulations adopted in connection therewith). The provisions of this Policy shall be interpreted in a manner that satisfies such requirements and this Policy shall be operated accordingly. If any provision of this Policy would otherwise frustrate or conflict with this intent, the provision shall be interpreted and deemed amended so as to avoid such conflict.

(d) Other Compensation Clawback/Recoupment Rights. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies, rights or requirements with respect to the clawback or recoupment of any compensation that may be available to the Company pursuant to the terms of any other recoupment or clawback policy of the Company (or any of its affiliates) that may be in effect from time to time, any provisions in any employment agreement, offer letter, equity plan, equity award agreement or similar plan or agreement, and any other legal remedies available to the Company, as well as applicable law, stock market or exchange rules, listing standards or regulations; *provided, however*, that any amounts recouped or clawed back under any other policy that would be recoupable under this Policy shall count toward any required clawback or recoupment under this Policy and vice versa.

(e) Award Agreements. Any applicable award agreement or other document setting forth the terms and conditions of any compensation covered by this Policy shall be deemed to include the restrictions imposed herein and incorporate this Policy by reference and, in the event of any inconsistency, the terms of this Policy will govern.

(f) Enforceability. This Policy shall be binding and enforceable against all Covered Executives and their beneficiaries, heirs, executors, administrators or other legal representatives. If any provision of this Policy is determined to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

(g) Construction. All issues concerning the construction, validity, enforcement and interpretation of this Policy and all related documents, including, without limitation, any employment agreement, offer letter, equity award agreement or similar agreement, shall be governed by, and construed

in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(h) Disputes. The Covered Executives, their beneficiaries, executors, administrators and any other legal representative and the Company shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Policy by conducting good faith negotiations amongst themselves. This Policy shall be governed by United States federal law and, to the extent not preempted thereby, by the laws of the State of Delaware. Capital One and the Covered Executive hereby consent and submit to the personal jurisdiction and venue of any state or federal court located in any city or county of Delaware for resolution of any and all claims, causes of action or disputes arising out of this Policy. Capital One and the Covered Executive agree that the court shall not set aside the Committee's determinations unless there is clear and convincing evidence of bad faith or fraud.