



CONFLICT OF INTEREST POLICY

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I. PURPOSE

While most risks can be measured and quantified, insider abuse can damage a bank's reputation beyond the dollar amount of any credit loss and undermine public confidence in the institution. FNCB Bancorp, Inc.'s ("Bancorp") and FNCB Bank's ("Bank") (Bank and Bancorp are hereinafter sometimes collectively referred to as "FNCB") Board of Directors, executive officers, and employees are responsible for administering the financial affairs of FNCB's customers honestly and prudently, and for exercising their best care, skill, and judgment for the sole benefit of FNCB, its shareholders, and customers. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with FNCB or knowledge gained as a result of their affiliation with FNCB, for their personal benefit. The interests of FNCB must be the first priority in all decisions and actions. To maintain the public confidence, a bank must have a reputation for honesty and integrity in all of its activities, especially in its transactions with insiders. FNCB has adopted this stringent Conflict of Interest Policy to maintain the public's confidence and ensure that FNCB carries out its business with honesty and integrity and consistent with all applicable laws and regulations.

The effectiveness of this Conflict of Interest Policy is dependent on the compliance with its terms by Insiders, employees and other persons subject to this Policy, including their responsibilities to report potential and actual conflicts of interest.

II. PERSONS CONCERNED

This statement is directed to the Board of Directors, executive officers, principal shareholders, affiliates, and employees of FNCB. Annually all concerned persons must read this policy in its entirety and execute the Acknowledgement Letter and return it to the Human Resources Department within 30 days of receipt of this policy except in the case of principal shareholders who are not otherwise Insiders, as defined herein. Any person who becomes an Insider, an employee or other person subject to this Policy following the adoption of this Policy shall be required to execute the Acknowledgement Letter and return it to the Human Resources Department prior to becoming an Insider, an employee or other person subject to this Policy.

III. AVOIDING CONFLICTS OF INTEREST

A "conflict of interest" is an activity, interest or relationship that might interfere with, or even appear to interfere with, the ability of an Insider or an employee to act in the best interests of FNCB. An "Insider" is a director, principal shareholder, executive officer or their related interests.

This definition of "conflict of interest" is intentionally broad so that Insiders' affiliates and employees will be compelled to report any potential conflicts before they become actual conflicts. If a potential conflict is properly reported, then FNCB can decide, through review by an independent party or parties, whether the transaction in question that represents the potential conflict is in the best interests of FNCB and consistent with all applicable laws and regulations. If the independent party or parties determine that the transaction is in the best interests of FNCB, then the transaction may be approved; if not, it will be disapproved.

Insiders, affiliates and employees must avoid even the appearance of a conflict of interest. FNCB requires all transactions be at arm's-length to ensure that all business dealings are fair, and do not adversely affect the interests of FNCB. Failure to abide by this policy and applicable laws and regulations could cause an Insider, affiliate or employee to be subjected to corrective action by FNCB up to and including termination, and possible criminal or civil liability. In the case of Directors, termination cannot be effectuated without shareholder approval.

IV. DEFINITIONS

Affiliate – any company of which a member bank is a subsidiary or any other subsidiary of that company.

Arm's-Length – relating to dealings between two parties who are not related or not on close terms and who enter relationships made on substantially the same terms as those afforded to unrelated parties to avoid even the appearance of preferential treatment.

Company - any corporation, partnership, trust (business or otherwise), association, joint venture, pool syndicate, sole proprietorship, unincorporated organization, or any other form of business entity not specifically listed herein. However, the term does not include: (i) an insured depository institution or (ii) a corporation the majority of the shares of which are owned by the United States or by any State.

Control – "control" of a bank or company means that a person directly or indirectly, or acting through or in concert with one or more persons (i) owns, controls, or has the power to vote 25 percent or more of any class of voting securities of the company or bank; (ii) controls in any manner the election of a majority of the directors of the company or bank; or (iii) has the power to exercise a controlling influence over the management or policies of the company or bank. A person is presumed to have control, including the power to exercise a controlling influence over the management or policies, of a company or bank if: (i) the person is: (A) an executive officer or director of the company or bank; and (B) directly or indirectly owns, controls, or has the power to vote more than 10 percent of any class of

voting securities of the company or bank; or (ii) the person: (A) directly or indirectly owns, controls, or has the power to vote more than 10 percent of any class of voting securities of the company or bank; and (B) no other person owns, controls, or has the power to vote a greater percentage of that class of voting securities.

Director – any director of FNCB, whether or not receiving compensation. An advisory director is not considered a director if the advisory director: (i) is not elected by the shareholders of FNCB; (ii) is not authorized to vote on matters before the Board; and, (iii) provides solely general policy advice to the Board.

Covered Person – Insiders, Insiders' related interests, Insiders' immediate family members and their related interests, and employees.

Ethical Behavior – conforming to moral norms or standards of social or professional conduct.

Executive Officer - a person who participates or has authority to participate (other than in the capacity of a director) in major policymaking functions of FNCB, whether or not: the officer has an official title; the title designates the officer an assistant; or the officer is serving without salary or other compensation. The Board of Directors of FNCB has determined that it is advisable and in the best interests of the Bank to specifically identify those persons who will be deemed "executive officers" of FNCB. Refer to the current Board Approved Resolution to see those specific titles.

The term is not intended to include persons who may have official titles and may exercise a certain measure of discretion in the performance of their duties, including discretion in the making of loans, but who do not participate in the determination of major policies of FNCB and whose decisions are limited by policy standards fixed by the executive management of FNCB.

Extension of credit - a making or renewal of any loan, a granting of a line of credit, or an extending of credit in any manner whatsoever.

Immediate Family Members – spouse, minor and adult children and siblings

Insider – executive officers, directors, principal shareholders of FNCB, and any related interest of such persons.

Material Interest – an ownership interest of 5 percent or more of a company.

Principal Shareholder - a person (other than an insured bank) that directly or indirectly, or acting through or in concert with one or more persons, owns, controls, or has the power to vote more than 10 percent of any class of voting securities of FNCB. Shares owned or controlled by an Insider's spouse or minor children are considered to be held by the individual. Principal shareholder does not include a company of which a member bank is a subsidiary.

Related Interest of a person - (i) a company that is controlled by that person; or (ii) a political or campaign committee that is controlled by that person or the funds or services of which will benefit that person.

V. DISCLOSURE OF CONFLICTS OF INTEREST

A. Disclosures by Insiders

All Insiders must disclose on an annual basis to FNCB, on the FNCB-approved form, the following:

- existing relationships and recent transactions with FNCB;
- related interests and these interests' existing relationships and recent transactions with FNCB;
- any material interest in any company;
- immediate family members; and
- immediate family members' related interests.

Within 30 days of becoming aware of any material changes to the information provided on the disclosure, the Insider must file a supplemental form detailing such material change. In addition, disclosure must be made prior to consummation of any transaction between FNCB and the individual or entity that is the subject of the material change.

Disclosure of an Insider's potential or actual conflicts beyond those required to be disclosed periodically should be made as the conflict arises to the Chairman of the Board, (or if he or she is a party in the potential conflicting interest, then to the Audit Committee Chair) who shall bring these matters to the Board of Directors, or an appropriately constituted committee thereof. The Board, or an appropriately constituted committee thereof, shall determine whether a conflict exists, and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable for FNCB to enter into. The decision of the Board, or an appropriately constituted committee thereof, on these matters will rest in their sole discretion, and their concern must be the continued welfare of FNCB and the advancement of its strategic goals.

B. Employee Disclosure

Employees must disclose to the General Counsel or the Human Resources Officer any actual or potential conflicts of interest with FNCB when such conflicts arise. The transaction at issue will be reviewed by an independent party (one that is not a part or beneficiary of the transaction and is not subject to bias or influence) to determine whether the transaction in question is in the best interests of FNCB and consistent with all applicable laws and regulations. Only if it is determined that the transaction in question is in the best interests of FNCB will the transaction be approved.

VI. MANAGING TRANSACTIONS WITH COVERED PERSONS

FNCB's interactions with Covered Persons must at all times be prudent, at arm's length, and in compliance with all applicable laws and regulations. In addition, Insider activities are governed by fiduciary principles of common law, which imposes two basic duties on management and the board – the “duty of care” and the “duty of loyalty.” The duty of care requires Insiders to diligently and honestly administer FNCB's affairs. The duty of loyalty requires Insiders to act in the best interests of FNCB and to ensure that they do not abuse their positions by benefiting personally at FNCB's expense.

Before a Covered Person enters into a transaction with FNCB, that interest in the transaction must be disclosed to FNCB by the Covered Person or, if the Covered Person is not an Insider or an employee, by the related Insider. This applies to all transactions except those excluded under this heading. In addition, a Covered Person's material interest in any borrower, applicant or other customer must be disclosed by the Covered Person or, if the Covered Person is not an Insider or an employee, by the related Insider prior to the inception, renewal, or approval of any FNCB business with such borrower, applicant, or other customer other than FNCB business excluded under this heading.

Covered Persons are not permitted to participate in the approval process for any FNCB business from which he or she may directly or indirectly benefit. Additionally, Insiders are not permitted to participate in the approval process for any FNCB business from which an immediate family member or his or her related interest may directly or indirectly benefit. Any attempt to indirectly influence the approval process is also prohibited.

All extensions of credit must also comply with FNCB's Loan Policy.

The following transactions, provided they are made on the same terms and conditions offered to the general public and otherwise in compliance with all applicable laws and regulations, are exempt from the requirements under this heading: (i) the opening or renewal of any deposit account and any industry standard or routine services, payments, or fee waivers related to deposit accounts (*e.g.*, ATM-fee waivers, payment of interest, the payment of normal-course overdrafts); (ii) use of the Bank's wire transfer, money order, cashier's check and currency exchange services; and, (iii) loans made to Covered Persons in accordance with FNCB's Loan Policy; and (iv) reimbursement of routine business expenses incurred by employees on behalf of FNCB.

Transactions (*e.g.*, extensions of credit, asset sales, leases or purchases, supplier contracts of \$2,500 or more per reporting period) between FNCB and Insiders, their related interests, their immediate family members and their related interests and FNCB and any other parties with whom an apparent or actual conflict of interest exists may be undertaken only if such transactions are in compliance with all applicable laws and regulations and after all of the following are observed:

1. The material details of any potential conflict is fully disclosed to the Board of Directors;
2. The relevant Insider or other party with the conflict of interest is excluded from all discussions and approval of any such transaction and does not otherwise influence the discussion or approval of any such transaction;
3. A competitive bid or comparable valuation with third parties having no ties to the Insider or other party with whom an apparent or actual conflict of interest exists, if applicable;
4. The Board of Directors, or an appropriately constituted committee thereof, has determined that the transaction is in the best interest of FNCB; and
5. The resolution of the conflicting interest is fully documented in FNCB's records, including the Board and/or Board Committee minutes and, if applicable, any transaction-specific files.

VII. DUAL ROLE AS DIRECTOR OF BANCORP AND BANK

There may be occasions where an actual or potential conflict arises between Bancorp and Bank. Directors serving on both boards of directors need to be sensitive to such potential or actual conflicts and take all necessary steps to assure that they meet their fiduciary duties. Under such circumstances, advice from counsel to FNCB should be sought as to how to resolve any actual or potential conflict.

VIII. PRIVACY AND CONFIDENTIAL INFORMATION

A. Privacy of Customer Information and Data Protection

FNCB's most important asset is its customers' trust. Keeping customer information secure and using it appropriately is therefore a top priority. You must safeguard any confidential information our customers have with us. You must also ensure that we use customer information only for the reasons for which the information was gathered, unless further use is allowed by law. Please refer to the Information Security and Privacy Policies for further information and requirements on the handling of customer information.

B. Proprietary and Confidential Information

You must protect the confidentiality of nonpublic information you obtain or create in connection with your activities for FNCB. This duty applies while you work for or represent FNCB and continues after you cease your employment or association with FNCB. You must not disclose proprietary or confidential information about FNCB or confidential information about a customer, supplier or distributor, to anyone (including other FNCB personnel) who is not authorized to receive it or has no need to know the information. The only exceptions are when such disclosure is authorized by the customer, supplier or distributor, or by applicable law (e.g., to supervisory authorities, appropriate legal process such as subpoena, or appropriate FNCB authorities).

Examples of proprietary and confidential information include any system, information or process that gives FNCB an opportunity to obtain an advantage over its competitors, nonpublic information about FNCB's operations, results, strategies and projections, nonpublic information about FNCB's business plans, nonpublic employee information, nonpublic information received in the course of your employment or association with FNCB about customers, suppliers and distributors, and nonpublic information about FNCB's technology, systems and proprietary products.

You must take precautionary measures to prevent unauthorized disclosure of proprietary and confidential information. Accordingly, you should also take steps to ensure that business-related paperwork and documents are produced, copied, faxed, filed, stored and discarded by means designed to minimize the risk that unauthorized persons might obtain access to proprietary or confidential information. You should also ensure that access to work areas and computers is properly controlled. You should not discuss sensitive matters or confidential information in public places and except under the most urgent circumstances, you should not discuss proprietary or confidential information on cellular phone.

FNCB recognizes and protects the privacy and confidentiality of employee medical and personnel records. Such records must not be shared or discussed outside of FNCB, except as authorized by the employee or as required by law, rule, and regulation or a subpoena or order issued by a court of competent jurisdiction or requested by a judicial or administrative or legislative body.

IX. INVESTMENTS

A. Insider Trading

FNCB policy and the laws of the United States prohibit trading in the securities of any company while in possession of material, nonpublic information ("insider information") regarding the company. This prohibition applies to FNCB securities as well as to the securities of other companies.

If you believe that you have come into possession of insider information, you may not execute any trade in FNCB securities without first consulting with the Insider Trading Compliance Officer (as defined in FNCB's Insider Trading Policy). The Insider Trading Compliance Officer will determine whether such trade would violate FNCB policy or applicable laws. The definition of "material, non-public information" is broad. Information is "material" if it has market significance, that is, if its public dissemination is likely to affect the market price of securities, or if it otherwise is information that a reasonable investor would want to know before making an investment decision. Information may be material even if it relates to future, speculative or contingent events, and even if it is significant only when considered in combination with publicly available information. Information is considered to be "nonpublic" unless it has been publicly disclosed, and adequate time has passed for the securities markets to digest the information. To be public, the information must have been disseminated in a manner to reach investors generally and the investors must be given the opportunity to absorb the information. Examples of adequate disclosure include public filings with securities regulatory authorities and the issuance of press releases.

It is also illegal to "tip" or pass on insider information to any other person if you know or reasonably suspect that the person receiving such information from you will misuse such information by trading in securities or passing such information on further, even if you do not receive any monetary benefit from the transaction.

B. Employee Personal Investments in FNCB Stock

FNCB supports employee stock ownership. Investments in FNCB securities should be made with a long-term orientation and as part of a broader investment strategy. In order to comply with applicable law and avoid the appearance of impropriety, certain general restrictions apply to all transactions in FNCB securities.

FNCB maintains a Policy on Insider Trading, which is to be read and then documented by a signed acknowledgement from every Director, executive officer, and employee. Compliance with the Insider Trading Policy is mandated as specified therein.

C. Personal Investments in Other Securities

You are prohibited from trading in publicly traded securities for your personal accounts or for your benefit if you possess material, nonpublic information about the security or its issuer. You must not make any personal investment in an enterprise if the investment might affect or appear to affect your ability to make unbiased business decisions for FNCB. If such an investment was made before joining FNCB, or the employee's position at FNCB changes in such a way as to create a conflict of interest or the appearance of such a conflict, the Director or employee must report the facts to the General Counsel or the Human Resources Officer. The General Counsel will determine if a conflict exists with this policy. Investments subject to this provision include investments in a public or private company that is a vendor to or competitor of FNCB, or otherwise does business with or is doing a transaction with FNCB. This provision will not apply to personal investments in enterprises having a business relationship with FNCB that is solely that of a customer of FNCB products available to similarly situated customers on substantially the same basis, or to investments of less than 1% of any class of the outstanding equity securities of a public company.

X. CONTACTS WITH CUSTOMERS AND OUTSIDE PARTIES

A. Fair treatment

FNCB is committed to dealing fairly with its customers, suppliers, competitors, and employees. No person may take unfair advantage of anyone through manipulation, concealment, abuse of confidential information, misrepresentation of material facts, or other unfair dealing practice.

B. Media, publishing and public appearances

Publishing articles, making speeches, giving interviews or making public appearances that are connected to FNCB's business interests is forbidden and any request to perform the above must be forwarded to the Corporate Disclosure Committee. Please refer to the Corporate Disclosure Policy for guidance related to disclosures of FNCB business interests. All inquiries from the media relating to FNCB should be referred to the Corporate Disclosure Committee, as per the Corporate Disclosure Policy. Only officially designated spokespersons may provide comments to the media.

C. Cooperation with Examinations and Audits

You are required to cooperate fully with bank examinations and appropriately authorized internal and external reviews and investigations. Making false statements in connection with examinations, audits, reviews and investigations may constitute a criminal act.

D. Personal Business Dealings

FNCB's personnel and their families are encouraged to use FNCB for their personal financial service needs. Such services, however, are to be provided on the same terms that they are provided to all other similarly situated persons (e.g. all FNCB employees). Any nonstandard business arrangements between FNCB personnel and FNCB must be pre-approved by the President and Chief Executive Officer, Chief Financial Officer or General Counsel of FNCB. Similarly, you should not receive preferential treatment from suppliers, service providers or customers without pre-approval from the President and Chief Executive Officer, Chief Financial Officer, or General Counsel of FNCB unless such preferential treatment is available on the same terms to all similarly situated persons.

E. Gifts and Entertainment

You are prohibited from soliciting anything of value from anyone in return for any business service or confidential information of FNCB. You are also prohibited from accepting anything of value other than your bona fide salary, wages, fees, or other compensation paid in the usual course of business by your employer, from anyone in connection with the business of FNCB, either before or after a transaction is discussed or consummated.

You are prohibited from both accepting and giving gifts, bequests, or other items of value from FNCB customers or other persons with business dealings with FNCB. You should never accept a gift in circumstances in which it could even appear to others that business judgment has been compromised.

This prohibition applies to gifts given to individuals or entities other than Insiders or employees where the Insider or employee directly or indirectly benefits from the gift. Further, you must instruct immediate family members not to accept gifts, services, loans or preferential treatment from anyone - customers, suppliers or others - in exchange for a past, current or future business relationship with FNCB and to disclose any attempt to provide such gifts, services, loans or preferential treatment. If you become aware of a gift given to an immediate family member in exchange for a past, current or future business relationship with FNCB, you must instruct the immediate family member to return the gift or pay fair value for the gift and disclose the gift to the General Counsel or the Human Resources Officer. The General Counsel will determine if a potential violation of this policy exists.

Gifts may be accepted in accordance with this policy and applicable law if they are (i) noncash gifts of less than \$100 that could not be refused without discourtesy; (ii) customary and reasonable meals and entertainment at which the giver is present, such as the occasional business meal or sporting event; or (iii) gifts from family or friends with whom you have a non-business relationship. If you have any question about the appropriateness of accepting a gift or invitation, you should discuss the matter with the General Counsel or the Human Resources Officer. The General Counsel will determine if a potential violation of this policy exists.

With respect to gift-giving, if a gift could be seen by others as a consideration for an official or business favor, you must not give the gift. Appropriate entertainment may be offered to customers by persons authorized to do so, subject to the business expense reimbursement requirements of FNCB.

There are laws restricting or prohibiting gifts that may be provided to government officials. Payment made indirectly through a consultant, contractor or other intermediary is also prohibited. To ensure compliance with applicable laws, gifts to government officials must be pre-cleared by the General Counsel. You may direct any inquiries about this policy to the General Counsel or the Human Resources Officer. Under no circumstances may you offer anything of value to a government official for the purpose of influencing the recipient to take or refrain from taking any official action, or to induce the recipient to conduct business with FNCB.

F. Dealing with Suppliers

FNCB is committed to making the best use of company assets and deliver value to its shareholders, customers and local communities. FNCB's policy is to purchase all goods and services on the basis of price, quality, availability, terms and services in combination with community goodwill and FNCB's commitment to supporting community-based businesses. FNCB's support of local businesses is crucial to the prosperity of the local economy and to FNCB's own success as a community bank.

When FNCB deals with affiliates, such transactions must conform to Sections 23A and 23B of the Federal Reserve Act and applicable regulations. Where FNCB deals with Covered Persons, such transactions must conform to this policy and all applicable laws and regulations. **You must refer to the Vendor Risk Management Policy for Service Provider Due Diligence Standards that must be followed in dealing with suppliers and service providers.**

Suppliers and service providers must adhere to FNCB policies whenever applicable and agree to keep any relationship with FNCB confidential unless otherwise approved by FNCB. All suppliers must comply with applicable nondiscrimination laws.

XI. ADDITIONAL PROHIBITIONS

A. Corporate opportunities

You owe a duty to FNCB to advance its legitimate interests when the opportunity to do so arises. You may not take for yourself a corporate opportunity that is discovered in the course of your employment or association with FNCB or through the use of corporate property, information or position, nor may you compete against FNCB.

B. Outside Business Activities

Because of potential conflicts with FNCB or even the potential perception of a conflict of interest, FNCB requires that employees obtain approval from their Unit Manager and the Human Resources Officer, or his designee before they accept a position as a director of an unaffiliated for-profit company or organization. Any employee accepting an appointment as a director of an unaffiliated for-profit company or organization must ensure the proper treatment of confidential information received from such entity in connection with being a director.

C. Use of the “FNCB Bank” name, facilities or relationships

You cannot use the “FNCB” name, facilities, or relationships for personal benefit or for outside work. Prior approval from the President and Chief Executive Officer, Chief Financial Officer, or Human Resources Officer is required prior to use of the “FNCB” name, facilities or relationships for charitable or pro bono purposes.

XII. REPORTING OF ILLEGAL OR UNETHICAL BEHAVIOR

All Insiders, affiliates and employees are expected to demonstrate the ability to properly manage their personal finances, particularly the prudent use of credit. FNCB recognizes that its customers must have faith and confidence in the honesty and character of its employees, officers and directors. In addition to the importance of maintaining customer confidence, there are specific laws that outline the actions FNCB must take regarding any known or suspected crime involving the affairs of FNCB. With regard to financial affairs, a bank must make a criminal referral in the case of any known or suspected theft, embezzlement, check/debit card kiting, misapplication or other defalcation involving bank funds or bank personnel in any amount or any other suspicious or unusual transaction.

Fraud is an element of business that can significantly affect the reputation and success of FNCB. FNCB requires employees to talk to supervisors, managers or other appropriate personnel to report and discuss any known or suspected criminal activity involving FNCB or its employees. If, during the course of employment, you become aware of any suspicious or unusual activity or behavior including concerns regarding questionable accounting or auditing matters, you must report it. Each Director, officer and employee has a duty to recognize and report behaviors that are irresponsible, unethical and/or illegal, or may be detrimental to the overall health of the organization. To facilitate reporting, FNCB has created a process whereby individuals may anonymously report potential violations of this policy through its FNCB ReportLine Service provided by EthicsPoint. The FNCB ReportLine service allows for an anonymous call or report to be made to EthicsPoint, who then reports the activity to a designated investigative team made up of the Human Resources Officer, General Counsel, and the Internal Audit Officer.

A report may be submitted to EthicsPoint 24-hours/day, 7-days/week, through any of the following communication channels:

- 1) Company Network: Log into FNCB Intranet and click on the dashboard link entitled "FNCB Bank Report Line."
- 2) The FNCB Employee Ethics Hotline at 1-866-593-7377 or via the Internet at <http://www.fncbhotline.com>.

A report may also be made to any of the following:

- 1) Your supervisor or manager
- 2) A member of the Executive Management Team; or
- 3) The Chairman of the Audit Committee, in person or by mail to:

Chairman, FNCB/Audit Committee
Code of Business Conduct and Ethics Communications
102 E. Drinker Street
Dunmore, PA 18512

Or by secure email, accessible only by the Chairman of the Audit Committee,
CodeofEthics@FNCB.com

ACKNOWLEDGEMENT LETTER

I acknowledge that I have received and read the FNCB *Conflict of Interest Policy* and the *Code of Business Conduct and Ethics Policy* and understand my obligations to comply with the principles, policies and laws outlined in this policy.

I understand that my agreement to comply with these policies does not constitute a contract of employment.

Please sign here: _____ Date: _____

Please print your name: _____

This signed and completed form must be returned to the appropriate person as specified in this policy within 30 days of receiving this policy.