

Conflict of Interest Disclosure Policy

Mid-America Technology, Management, Inc., (the "Company"), a for-profit affiliate of National Institute for Strategic Technology Acquisition and Commercialization, a non-profit corporation (together with the Company, the "ICC") and all Covered Persons (defined below of either entity constituting the ICC have access to and interact with businesses, industries, public and private foundations and other governmental agencies, including without limitation the Kansas Technology Enterprise Corporation ("KTEC"). Through these contacts, potential conflicts, whether real or perceived, may occur. Accordingly, the ICC has adopted this policy governing actual or potential conflicts that may arise in connection with the ICC's role as a KTEC Incubator. This Conflict of Interest Policy (this "Policy") sets forth those policies and procedures.

As used in this Policy, the term "Covered Person" shall mean any employee, officer, or other individual who receives wages or other compensation, including but not limited to consulting fees from either entity constituting the ICC. The term "Covered Person" shall not apply to persons, firms or entities who are purely vendors of goods or services to the ICC as independent contractors expending less than thirty hours per week in the performance of services for the ICC, so long as such services are unrelated to the management or operation of the business or administration of the ICC, nor to outside service providers such as accountants, computer software technicians, and attorneys.

The ICC's policy is to conduct all business transactions in the discharge of its obligations as an Incubator Company of KTEC with impartiality, and to ensure that no Covered Person improperly receives any personal gain in connection therewith. Therefore, all Covered Persons are prohibited from directly or indirectly engaging in conduct that creates, or has the appearance of creating, a conflict of interest between the Covered Person, on one hand, and the ICC or KTEC, their respective clients, or suppliers on the other hand, except within this Policy and the attached Policy Guidelines or upon prior disclosure and an opportunity for evaluation by the ICC, and as appropriate, KTEC.

Generally, a conflict of interest can occur when a Covered Person's personal relationships or interests and their professional obligations to the ICC are such that an independent observer might reasonably question whether considerations of personal benefit determine the Covered Person's official actions or decisions on behalf of the Company and the ICC.

A conflict of interest, or the appearance of it, depends on the particular facts and circumstances of a given situation, and not necessarily on the Covered Person's character or motivations. To avoid potentially damaging or detrimental effects from an actual or perceived conflict, Covered Persons must report potential conflicts as they arise to the Company CEO or Executive Director, or his or her designee (the "Company Director"), and to the CEO or Executive Director of the non-profit entity comprising the ICC, or his or her designee (the "ICC Director") (unless the Company Director and ICC Director are one and the same person) so that appearances can be separated from reality and the potential conflict can be resolved. The Company Director shall be responsible for coordinating all notices relating to conflicts with KTEC where required by this Policy

Within 60 days of the date that this Policy is adopted, every Covered Person shall file an initial Statement of Substantial Interests and written acknowledgement of this Policy and agreement to be bound by the provisions hereof in substantially the form attached hereto, a copy of which shall be retained in the employment file of such Covered Person and provided to KTEC upon request. All new employees, officers and other individuals who become Covered Persons with respect to the ICC must file such Statement and acknowledgement within 30 days of the commencement of their employment or other relationship with the ICC.

Any such copies provided by the ICC to KTEC shall be returned to the ICC, and any additional copies held by KTEC shall be destroyed, not later than thirty days after receipt by KTEC. The Statement of Substantial Interests shall cover such Covered Person's personal interests for the preceding year, and must be amended promptly whenever the information included or to be included in the disclosure undergoes a material change, with a copy of such change provided to KTEC in the manner set forth in the preceding sentence.

Any and all disclosures provided by a Covered Person, including but not limited to the Statement of Substantial Interests, shall be designated as "Confidential Information" and shall be maintained by the ICC using the same degree of care as used to protect its own confidential information, which shall in no event be less than reasonable care. In no event shall any disclosures made by a Covered Person, including but not limited to the Statement of Substantial Interests, be used or disclosed by the ICC for any purpose other than that contemplated by this Policy.

**FAILURE TO COMPLY WITH THIS POLICY MAY RESULT IN DISCIPLINARY ACTION,
INCLUDING TERMINATION OF EMPLOYMENT. THIS POLICY SUPPLEMENTS AND IS IN
ADDITION TO SUCH APPLICABLE ETHICS REGULATIONS
THAT NOW OR MAY HEREINAFTER EXIST.**

Conflicts of Interest Policy Guidelines

As used in the Conflicts of Interest Policy (the "Policy"), a "Statement of Substantial Interests" means a written disclosure in substantially the form attached to these Guidelines, stating that the Covered Person has received a copy of this Policy, has read and understands it, and agrees to be bound by it. Capitalized terms used but not defined in these Guidelines have the meaning assigned to them in the Policy. The Statement of Substantial Interests (the "Statement") must list interests the Covered Person has, directly or indirectly, through business, investment, or family in the areas indicated in the Statement. In addition, such Covered Person must disclose whether the Covered Person is at the time of signing the Statement, or at any time during the preceding year has such Covered Person been:

1. a director, officer, committee chair or member, consultant or advisor, or employee of any person or entity having contractual relations or business dealings with the ICC;
2. an investor, directly or indirectly, in any company or other entity having contractual relations or business dealings with the ICC;

Covered Persons must also disclose any relationship or engagement known to the Covered Person or of which the Covered Person becomes aware that would result in the receipt of fees or cash compensation from any person or entity that has received assistance from the ICC. Similarly, the Covered Person must disclose relationships or engagements that would result in the receipt of fees, stock options, equity awards or cash compensation from any person or entity that has received assistance from a KTEC program, where that the Covered Person has any administrative, operations, or discretionary authority over such KTEC assistance as part of the Covered Person's job responsibilities with the Company.

The Policy is not meant to prevent Covered Persons from being compensated for services performed or duties assumed in matters not related to a Company, ICC or KTEC business, or from accepting stock options or other equity awards granted by an entity that has received assistance from the ICC, or an ICC or KTEC program, provided, however that any such awards are disclosed in the Covered Person's Statement of Substantial Interests in accordance with this Policy.

Whenever a Covered Person has participated, as an employee of the Company, in the making of any contract with any person or business, that Covered Person shall not accept employment with that person or business as an employee, independent contractor, or subcontractor, until two years after the performance of the contract is completed or until two years after the Covered Person terminates his or her relationship with the Company or the ICC unless such Covered Person has first disclosed the offer of employment to the Company Director and the ICC Director (unless the Company Director and the ICC Director are one and the same person) and where such offer involves an entity in which KTEC has invested funds, then also first disclosed the offer to KTEC in the manner set forth in the Policy.

Covered Persons may not recommend or participate in the bidding process (i.e., preparing the request for bids, soliciting of bids, or evaluating bids) for the purchase of goods, services or property in which they or their parent, sibling, spouse, child or adopted child has a direct or indirect financial interest.

Covered Persons may not prepare or participate in the making of a contract with any person or business in which the Covered Person or Covered Person's immediate family (parent, spouse, sibling, child or adopted child) has a financial interest, except upon prior disclosure to the Company and the ICC Director, as provided in the Policy.

Covered Persons may not use private or confidential information related to the Company's, an ICC's or KTEC's business transactions, or received from third parties by the Covered Person in his or her official capacity, for the personal gain of the Covered Person except upon prior disclosure to the ICC and KTEC in the manner set forth in the Policy. Additionally, the Covered Person may not reveal such information to third parties except in the proper discharge of his or her official job responsibilities.

Covered Persons who are involved in businesses outside of their employment or relationship with the Company and the ICC may not receive assistance for the business from the ICC, any ICC or KTEC program or subsidiary, except upon prior disclosure of such involvement to the ICC and KTEC in the manner set forth in the Policy. This Policy is not intended to prevent a business for which a Covered Person is a director from applying for assistance, provided that any compensation or other financial interest of the Covered Person or a member of the Covered Person's immediate family in such business, including as a shareholder, is disclosed to the ICC and KTEC in the manner set forth in the Policy.

Covered Persons are required to notify the Company Director and the ICC Director (unless the Company Director and the ICC Director are one and the same person), in writing, a copy of which notice must also be provided to KTEC, if they are:

- knowingly participating in any aspect of the granting or contracting of funds to any entity in which they, their spouses, parents, siblings, children or adopted children own equity interests or have other financial interests; or
- aware of any activity of the Company or the ICC that will directly or indirectly financially benefit them or their spouses, parents, siblings, children or adopted children that has not already been disclosed and approved in writing.
- aware of any activity of the Company, the ICC or KTEC that will directly or indirectly financially benefit them or their spouses, parents, siblings, children or adopted children that has not already been disclosed and approved in writing.

Covered Person are responsible for recognizing potential conflicts of interest. When the potential for conflict is identified, or if there are doubts whether there is a conflict, Covered Persons must notify the Company Director and the ICC Director (unless the Company Director and the ICC Director are one and the same person).

The Covered Person shall provide the ICC with all reasonably relevant information or such additional information as may be reasonably requested by such ICC Director or Board Chairman as appropriate. The Company Director or the ICC Director, as applicable, will initially determine whether a conflict exists and will notify the Covered Person of the ruling regarding the conflict. If the Company Director or the ICC Director, as applicable, is the party making the disclosure, such disclosure shall be made to the ICC Board Chairman who may resolve or refer the matter to a designated committee of the ICC Board for determination whether a conflict of interest exists.

If such participation or activity also involves any KTEC program or funding, KTEC shall be provided with full disclosure of the information related to such disclosure in the manner set forth in the Policy, including information relating to the resolution of such conflict. Any such copies provided by the ICC to KTEC shall be returned to the ICC, and any additional copies held by KTEC shall be destroyed, not later than thirty days after receipt by KTEC.

Mid America Technology Management, Inc., a for-profit affiliate of National Institute for Strategic Technology Acquisition and Commercialization (together, the "ICC")

Statement of Substantial Interests

Except as described below, I am not now nor at any time during the past year have I been:

3. a director, officer, committee chair or member, consultant or advisor, or employee of any person or entity having contractual relations or business dealings with the Company or the ICC;
4. an investor, directly or indirectly, in any company or other entity having contractual relations or business dealings with the Company or the ICC;

Except as described below, I do not now have nor at any time during the past year have I had:

1. an ownership or investment interest in any entity with which the Company or the ICC has a transaction or arrangement, or
2. a compensation arrangement with any entity or individual with which the Company or the ICC has a transaction or arrangement, or
3. a potential ownership or investment interest in, or a potential compensation arrangement with, any entity or individual with which the Company or the ICC is negotiating a transaction or arrangement.

Any exceptions to the statements above are disclosed below or attached with a full description of the transactions and of the interest, whether direct or indirect, which I have (or have had during the past year) with the persons or in the entities having relationships with the Company or the ICC.

As used herein, "contractual relations or business dealings" shall include any rendering or receiving any service to or from the Company or the ICC, receiving any grant or other funds from the ICC or entering into any direct commercial or other contracts with the Company or the ICC.

Disclosure of Substantial Interests

Name: _____ Title: _____

ICC: **National Institute for Strategic Technology Acquisition and Commercialization**

<i>Organization/Company</i>	<i>Relationship</i>	<i>Current number of shares owned</i>	<i>Current number of options/or warrants owned</i>	<i>Board Seat Yes / No</i>

I HERBY CONFIRM that I have read and understand the Conflict of Interest Policy, and agree to be bound by and comply at all times with the provisions thereof. I hereby represent and warrant that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or incomplete or that I have not complied with this Policy, I will promptly amend this Statement of Substantial Interests and provide a copy of such Statement as amended to the Board of Directors of the Company of which I am an employee or officer, and the ICC with which the Company is affiliated.

Signature _____ Date _____