

CONFLICT-OF-INTEREST POLICY
OF
KINOSAITO, INC.

Introduction; Purpose of this Policy

This is the conflict of interest policy of Kinosaito, Inc., a New York charitable, not-for-profit corporation (the “Corporation”). This Policy uses certain capitalized words and terms which have specific definitions to be used for purposes of interpreting and applying this Policy. Those definitions can be found in the last Section of this Policy, entitled *Definitions*.

This Policy is required by law. Among the reasons a not-for-profit corporation must have a conflict-of-interest policy is that officers and directors, and sometimes certain other individuals, related to a corporation have a legally imposed “duty of loyalty” to the corporation. Therefore, a policy like this is required to prohibit situations (or to manage them, if capable of being properly managed) in which an interest of the Corporation comes into conflict with an interest of either a Covered Person or of a third party. This Policy, therefore, is designed to help the Corporation’s Officers, Directors, Advisors, and Key Persons satisfy their respective duties to the Corporation by acting in the best interests of the Corporation and comply with applicable law.

This Policy is intended to supplement and facilitate compliance with—not to replace—state and federal laws governing conflicts of interest applicable to not-for-profit and charitable organizations, as well as to supplement the Corporation’s certificate of incorporation and bylaws and the resolutions of the Board of Directors. Persons subject or reviewing this Policy should take note that not all conflicting interests are illegal. However, even a conflict that is not illegal can be unethical. Furthermore, even a conflict that is neither unlawful nor unethical might still create an appearance of impropriety that could have a negative impact on the Corporation, its mission, or its beneficiaries or other constituents. Furthermore, it is not always clear whether a conflict exists; and, sometimes an actual conflict, or the appearance of a potential conflict, is clear to some but not necessarily to others.

Having said that, some situations that do involve conflicts can be both legal and ethical and can be managed to avoid appearances of impropriety. Accordingly, the Board of Directors has adopted this Policy not only for the purpose of complying with the law, but also to protect the interests of the Corporation and to avoid any negative impact that might otherwise arise from any appearance of impropriety.

This Policy must be complied with by all Covered Persons.

General Rule

No Covered Person shall permit (or act or agree to permit) the Corporation to enter into any Related-Party Transaction unless such transaction has been determined, as provided herein, to be fair and reasonable, and in the best interests of the Corporation. Furthermore, no Covered Person shall enter into or otherwise be involved in any Related-Party Transaction in which such Covered Person has a Financial Interest without having first disclosed the same to the Board of Directors or otherwise, as provided in this Policy; and without and having first been advised in writing that the Board of Directors (or other authorized person) has approved such Related-Party Transaction in respect of such Covered Person as provided for herein.

Related-Party Transactions

Only Independent Directors shall be permitted to officially deliberate and vote on Related-Party Transactions. Accordingly, references herein to deliberations by the Board of Directors shall mean the Board of Directors excluding any Directors who are not Independent Directors at the time of such deliberations and vote in respect of the Subject Transaction.

If the Corporation contemplates entering into a Related-Party Transaction in which a Related Person under this Policy has a Financial Interest, the Board of Directors must determine, in accordance with this Policy and applicable law, whether such transaction is fair, reasonable, and in the best interests of the Corporation after giving due consideration to any conflicting interests of such Related Party.

If an Affiliate of the Corporation contemplates entering into a Related-Party Transaction in which a Covered Person or an Affiliate of such Covered Person has a Financial Interest, then the Covered Person must first notify, with reasonable advance written notice, the Board of Directors; and the Board of Directors must then promptly notify the governing body of such Affiliate of the Corporation of such Financial Interest and cooperate with such Affiliate of the Corporation to the extent necessary to comply with this Policy to determine if such transaction is fair, reasonable, and in the best interests of the Corporation.

In making any such determination, the Board of Directors should keep in mind that a Related-Party Transaction is not necessarily a prohibited transaction, unless the Board of Directors, after due deliberation, determines that it is not fair, or reasonable, or in the best interests of the Corporation.

Deliberation and Voting

All proposed Related-Party Transactions (and any other transactions, agreements, or arrangements which may involve any actual, potential or apparent conflicts of interest involving a Covered Person or an Affiliate of a Covered Person if not covered by the strict application of the definition of *Related Party Transaction*) shall be reviewed by the Board of Directors before the same may be approved.

No Covered Person shall vote or otherwise act to improperly influence the deliberations or voting by the Board of Directors on any matter in which such Covered Person or any Affiliate of such Covered Person has been determined by the Board to have a Financial Interest. Any attempt by a Covered Person to vote on or improperly influence deliberations or voting by any Director on any matter with which such person has a Financial Interest may be grounds for removal from the Board of Directors and/or termination as an Officer or as any employee, contractor or vendor of the Corporation.

Furthermore, no Covered Person who has (or whose Affiliate has) a Financial Interest in a Subject Transaction shall be permitted to participate in or otherwise listen or contribute to (whether in person, by telephone or otherwise) deliberations and/or voting on the Subject Transaction; *provided, however*, that such Covered Person may (and if relevant to the deliberations, shall) provide information regarding the Related-Party Transaction prior to the Board of Directors' deliberations as requested by the Board of Directors.

In its deliberations concerning whether any given Related-Party Transaction is permissible, the Board of Directors will determine whether the same is fair and reasonable and in the best interests of the Corporation after taking into consideration (i) the specific facts of the transaction itself, (ii) the legal and

tax implications upon consultation with the Corporation's legal counsel and tax advisors, (iii) the impact of the transaction on the beneficiaries and other constituencies of the Corporation, (iv) any potential negative consequences arising out of any appearance of impropriety, even if the transaction is legal and ethical, and (v) all other factors that seem to the Board of Directors to be relevant given the totality of the circumstances.

In addition, and without limiting the generality of the foregoing or anything else herein, if the contemplated Related-Party Transaction pertains to compensation for services or the transfer of property or other economic benefit to a Covered Person or to an Affiliate of a Covered Person, then, prior to entering into the transaction, the Board of Directors must determine that the value of the economic benefit provided by the Corporation to such Covered Person or Affiliate of such Covered Person does not exceed the value of the consideration received in exchange; and in so doing the Board of Directors shall direct the appropriate Officers and advisors of the Corporation to obtain, prepare, and present information and reports containing relevant comparable data, including alternative transactions if and to the extent possible.

When considering the comparability of compensation, the types of relevant comparability data which may be considered include, but are not limited to, (1) compensation levels paid by similarly situated organizations, both exempt and non-exempt, (2) the availability of similar services within the same geographic area, (3) current compensation surveys compiled by independent firms, and (4) written offers from similar institutions competing for the same person's services. When the transaction involves the transfer of real property as consideration, the relevant factors include, but are not limited to current independent appraisals of the property, and offers received in a competitive bidding process.

The Board of Directors may (but need not) permit a disinterested staff member who is not a Director to determine whether a Related-Party Transaction is permissible if the transaction (i) is *de minimis* in value, and/or (ii) is a transaction in the ordinary course of business, and/or (iii) constitutes a benefit to a Covered Person or an Affiliate of a Covered Person solely because she or he is a member of a class of similarly situated beneficiaries who will also benefit, on the same terms, from the transaction. The Board of Directors may also delegate this authority to the Conflicts Administrator. The Board of Directors shall consult with legal counsel and the tax advisors of the Corporation to determine what "*de minimis*" and "ordinary course" will mean to the Corporation under its then-current financial condition and other relevant circumstances.

The Board of Directors shall not permit the Corporation to enter into any Related-Party Transaction unless it is determined, after due review and deliberation, to be fair, reasonable and in the best interest of the Corporation and is approved by not less than a majority vote of the Directors properly present at the meeting and entitled to vote thereon. The Board of Directors shall document the meeting contemporaneously as described in this Policy, including its consideration of any alternative transactions.

Unless the Bylaws or applicable law require a greater vote on any Subject Transaction, the vote of more than 50% of the Board of Directors in respect of any Subject Transaction shall be required to approve such transaction. Any Subject Transaction that is not approved by the minimum necessary vote shall be treated as though it was disallowed. The Board of Directors may take up any given Subject Transaction that was disallowed for re-consideration at any later time, so long as the deliberative review process provided for in this Policy is followed anew.

Compensation for Services; Loans

Without limiting the generality of anything else herein, any Director who receives remuneration (directly or indirectly) from the Corporation for any services (as a Director or otherwise), or any Director

serving as a voting member of any committee whose jurisdiction includes compensation matters, may not vote on matters pertaining to her or his compensation. However, a Director whose jurisdiction includes compensation matters and who receives remuneration (directly or indirectly) from the Corporation for any services (as a Director or otherwise) may provide information regarding compensation to the Board of Directors.

No Officer or Director shall permit the Corporation to make any loan to, or to act as surety for any loan made by a third-party to, any Covered Person or any Affiliate of a Covered Person, unless the Board of Directors, after consultation with the Corporation's legal counsel and tax advisors, shall have determined that the same (i) is not prohibited by law, (ii) will not negatively impact the Corporation's pending application for, or prior grant of, tax exempt status, (iii) is on commercially reasonable terms, and (iv) is not inconsistent with the charitable purposes of the Corporation; *provided, however*, that this limitation on loans shall not prohibit the purchase of goods or services in the ordinary course on commercially reasonable credit terms or by use of credit card or line of credit extensions from any reputable financial services institution with which the Corporation has a standing relationship.

Committees

If at any time the Board of Directors is required by law to form an audit committee (or chooses voluntarily to form an audit committee, or any other committee with appropriate jurisdiction and composed solely of Independent Directors), the Board may delegate to such committee the authority to adopt and implement, and oversee compliance with, this Policy. The Board of Directors may delegate to any such committee the authority to review and approve any Related-Party Transaction involving the Corporation according to the review and approval provisions of this Policy; *provided, however*, that if the nature, terms or circumstances of any such Related-Party Transaction would require approval by the Board of Directors (and not a committee), or is the same lends itself to approval by the Board of Directors, then such committee shall submit the Related-Party Transaction to the Board of Directors for due consideration; and in such a case such committee may provide its own recommendation, and rationale therefor, as to whether or not the same should be approved. If the Board of Directors does so delegate such authority to a committee, all references to Board of Directors in this Policy shall be deemed to refer to such committee and all references to a majority of the Board of Directors shall be deemed to refer to a majority of such committee.

Record Keeping

The minutes of every meeting of the Board of Directors at which a Related-Party Transaction or other conflict is considered shall contain the following, and shall be placed in the books and records of the Corporation and made available to any person who has a right to the books and records of the Corporation:

1. The full name of each person who disclosed (or who was otherwise determined to have) a potential or actual Financial Interest and/or other conflicting interest in respect of each Subject Transaction being deliberated or voted on.
2. The nature of and material information concerning such Financial Interest or other conflicting interest.
3. The actions taken to determine the existence of a Financial Interest or other conflict.
4. The decision of the Board of Directors as to the existence of any such Financial Interest and/or other conflict.

5. The full name of each person present for formal deliberations by the Board of Directors.
6. The content of such deliberations, including consideration of alternative transactions, and whether the Board of Directors approved any Subject Transaction with the Related Party, and the rationale of any approval or non-approval.
7. The result of any votes taken by the Board of Directors relating to the Subject Transaction, any such Financial Interest, and/or other any such other conflict.
8. Whether each Related Party involved in the Subject Transaction left the room or the teleconference in or on which the deliberations occurred, and was otherwise not able to hear, contribute to, or otherwise participate in, any related deliberations and any voting thereon that may have occurred.
9. Whether each and every Director who was not an Independent Director in respect of any Subject Transaction left the room and was otherwise not able to hear, contribute to, or otherwise participate in, any related deliberations and any voting thereon that may have occurred.

Statement and Disclosure upon Appointment

Before any individual is appointed (or re-appointed) as a Director, Officer or Advisor, and before any individual is employed (or re-employed) or otherwise retained (or re-retained) as a Key Person, and thereafter no less frequently than annually, each such individual shall deliver to the Conflicts Administrator her or his Conflicts Policy Statement and Conflicts Disclosure Statement, in each case made current as of the date so delivered.

Annual Statement and Disclosure

In addition to the statements required above on appointment or re-appointment of a Covered Person, at least annually (whether at the annual meeting of the Board of Directors or otherwise as the Board of Directors may determine in a manner consistent with applicable law), each Covered Person must sign and submit to the Conflicts Administrator such Covered Person's Conflicts Policy Statement and Conflicts Disclosure Statement.

Other Disclosures

In addition to any other disclosure required of a Covered Person, if at any time during his or her term of service, a matter for decision or approval comes before the Board of Directors and a Covered Person or an Affiliate of a Covered Person has a Financial Interest in the transaction, that Financial Interest must be promptly disclosed in writing to the Board of Directors (or to the Conflicts Administrator, if there is one) together with all material facts related to the transaction.

Failure to Comply

If a Covered Person *willfully*, with the intent to deceive the Corporation or to deprive the Corporation of a benefit or to usurp for herself or himself a corporate opportunity, fails to disclose a Financial Interest in a Related-Party Transaction or other conflict of such Covered Person or an Affiliate of such Covered Person, or otherwise acts contrary to this Policy, the same *shall be* grounds for removal of the Covered Person from the Board of Directors or such Covered Person's termination of employment or other position by the Corporation.

If a Covered Person *inadvertently* fails to disclose a Financial Interest in a Related-Party Transaction or other conflict of such Covered Person or an Affiliate of such Covered Person, or otherwise acts contrary to this Policy, the same *may be* grounds for removal of the Covered Person from the Board of Directors or such Covered Person's termination of employment or other position by the Corporation, if the Board of Directors, upon thorough deliberation, so determines.

Catch-All

In order to further the purposes of this Policy, the Board of Directors, the Conflicts Administrator, and each Director, Officer, Advisor and Key Person making decisions for or having the opportunity or right to influence the decisions of the Corporation as pertains to Related-Party Transactions (and other actual, potential or apparent conflicts of interest), shall apply the spirit and goal of the purposes of this Policy to any transaction, contract, agreement, or other arrangement (and any discussions related thereto) even though it might not come within the strict circumscription of this Policy if it would still lead a reasonable, disinterested person to conclude that an improper or unmanageable conflict would or could be implicated. The Policy shall be construed and applied broadly so as to err on the side of protecting the Corporation's interests and to avoid unmanageable appearances of gross impropriety.

Definitions

The following words and terms when capitalized and used in this Policy shall be given the meanings ascribed to them in this *Definitions* section.

“Advisor” means a member of any board of advisors which the Corporation may at any time have established.

“Affiliate of a Covered Person” means the Relatives of such Covered Person; and also includes any Entity in which such Covered Person (or any of her or his Relatives) is a director, officer, manager, agent, creditor (or any similar positions, roles, or relationships) or as to which Entity such Affiliate has a beneficial ownership interest of 5% or more.

“Affiliate of the Corporation” means any individual or Entity that, directly or indirectly, controls or is controlled by the Corporation.

“Board of Directors” means the managing body of the Corporation as contemplated in Section 701 of the New York Not-For-Profit Corporation Law.

“Covered Person” means any Director, Officer, Advisor, or Key Person.

“Conflicts Disclosure Statement” means a written statement, in form and substance as the Board may determine to be appropriate (the in which the Covered Person discloses:

a. a list of each and every Entity of which such Covered Person is an officer, director, manager, member, partner, owner or other equity holder, holder of voting rights or other rights to exert influence or control, creditor, employee, independent contractor, service provider, trustee, receiver, or conservator, or in any other functionally similar capacity if the Corporation has a financial, business, dependent, or other similar relationship with such Entity, naming each such Entity and describing with reasonable specificity the relationship of the Covered Person to such Entity; and

b. a list of each and every transaction in which the Corporation is a participant if the Covered Person, or an Affiliate of the Covered Person, has or might come to have a conflicting interest, describing each such transaction and conflicting interest with reasonable specificity.

“Conflicts Policy Statement” means a written statement, in form and substance as the Board may determine to be appropriate in which the Covered Person affirms that she or he has received a copy of this Policy as in effect on the date of such statement, has read this Policy and understands it, has had the opportunity to discuss the Policy with her or his legal counsel and with the Policy Administrator, and has agreed to comply with the Policy without condition. A copy of each such statement shall be kept in the books and records of the Corporation and made available to any Director or Officer upon request.

“Director” means a member of the Board of Directors.

“Entity” means a corporation, limited liability company, limited liability partnership, limited partnership, general partnership, trust, estate, association, organization, group, government or political subdivision or any agency or instrumentality thereof.

“Financial Interest” of any individual or Entity means any economic benefit that would be received or enjoyed by such individual or Entity (directly or indirectly) as a result of a transaction, agreement, or arrangement involving the Corporation (including direct or indirect remuneration as well as gifts or favors that are not insubstantial) or an Affiliate of the Corporation.

“Independent Director” has the meaning given to that term in Section 102 of the New York Not-For-Profit Corporation Law; *viz.*: a Director who (i) is not, and has not been within the last three (3) years, an employee or a key person of the Corporation or any entity controlled by or in control of the Corporation, and does not have a Relative who is, or has been within the last three (3) years, a key person of the Corporation or any entity controlled by or in control of the Corporation; (ii) has not received, and does not have a relative who has received, in any of the last three (3) fiscal years, more than \$10,000 in direct compensation from the Corporation or any entity controlled by or in control of the Corporation; (iii) is not a current employee of or does not have a substantial financial interest in, and does not have a Relative who is a current officer of or has a substantial financial interest in, any entity that has provided payments, property or services to, or received payments, property or services from, the corporation or any entity controlled by or in control of the Corporation if the amount paid by the Corporation to the entity or received by the Corporation from the entity for such property or services, in any of the last three (3) fiscal years, exceeded the lesser of \$10,000 or two percent (2%) of such entity’s consolidated gross revenues if the entity’s consolidated gross revenue was less than \$500,000; \$25,000 if the entity’s consolidated gross revenue was \$500,000 or more but less than \$10 million; \$100,000 if the entity’s consolidated gross revenue was \$10 million or more; or (iv) is not and does not have a Relative who is a current owner, whether wholly or partially, director, officer or employee of the Corporation’s outside auditor or who has worked on the Corporation’s audit at any time during the past three (3) years. For purposes of this definition, the term “*compensation*” does **not** include reimbursement for expenses reasonably incurred as a director or reasonable compensation for service as a director as permitted by paragraph (a) of section 202 of the New York Not-For-Profit Corporation Law; and the term “*payment*” does **not** include charitable contributions, dues or fees paid to the Corporation for services which the Corporation performs as part of its nonprofit purposes, or payments made by the Corporation at fixed or non-negotiable rates or amounts for services received, provided that such services by and to the Corporation are available to individual members of the public on the same terms, and such services received by the Corporation are not available from another source.

“Key Person” has the meaning given to that term in Section 102 of the New York Not-For-Profit Corporation Law; *viz.*: any person, other than a Director or Officer, whether or not an employee of the

corporation, who (i) has responsibilities, or exercises powers or influence over the Corporation as a whole similar to the responsibilities, powers, or influence of Directors and Officers; (ii) manages the Corporation, or a segment of the Corporation that represents a substantial portion of the activities, assets, income or expenses of the Corporation; or (iii) alone or with others controls or determines a substantial portion of the Corporation's capital expenditures or operating budget. "Key Person" shall also include any other person whom the Board of Directors identifies as included in the definition of Key Person for purposes of this Policy.

"Officer" means the Corporation's president, vice president, secretary, treasurer, executive director, and other executive officer or individual having the authority to bind the Corporation as designated in the Corporation's Bylaws or by resolution of the Board of Directors.

"Policy" means this conflict-of-interest policy.

"Policy Administrator" means the Corporation's corporate secretary or another person designated by the Board of Directors to act as the Policy Administrator.

"Related Party" has the meaning given to that term in Section 102 of the New York Not-For-Profit Corporation Law; *viz.*: (i) any Director, Officer or Key Person of the Corporation or any or any entity controlled by or in control of the Corporation; (ii) any Relative of any individual described in the immediately preceding clause (i) of this definition; or (iii) any Entity in which any individual described in clauses (i) and (ii) of this subparagraph has a thirty-five percent (35%) or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of five percent (5%). Furthermore, a Related Party also includes substantial contributors to the Corporation within the current fiscal year or the past five (5) fiscal years;

"Related-Party Transaction" means a transaction, contract or other agreement, or other arrangement involving the Corporation (or an Affiliate of the Corporation) and in which a Related Party has, will have or may reasonably be expected to have, a Financial Interest or other material conflicting interest (including any substantial professional, reputational or other interest or gain that is or would reasonably be understood to be material to such Related Party).

"Relative" has the meaning given to that term in Section 102 of the New York Not-For-Profit Corporation Law; *viz.*: as to any individual, such individual's spouse or domestic partner (as that term is defined in section 2994-A of the New York Public Health Law); ancestors; siblings (whether whole-blood or half-blood); and children (both natural and adopted), grandchildren and great-grandchildren; and also the spouse or domestic partner of such siblings, children, grandchildren, and great-grandchildren.

"Subject Transaction" means a Related-Party Transaction which is the subject of any deliberation or vote by the Board of Directors.

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Adopted by the Corporation's Board of Directors
by Unanimous Written Consent
on July 31, 2018.

CONFLICTS POLICY STATEMENT
KINOSAITO, INC.

The undersigned, _____ [*legibly write your name*], hereby affirms to Kinosaito, Inc. (the “Corporation”) that the following is true, correct and complete, to the best of the knowledge of the undersigned:

I have received, read, understood, am familiar with the Conflicts of Interest Policy of the Corporation in effect as of the date hereof (the “Policy”); and I have had the opportunity to discuss the Policy with my own independent legal counsel as well as with the Conflicts Administrator.

IN WITNESS WHEREOF, the above name individual has signed **and dated** this CONFLICTS POLICY STATEMENT, affirming thereby that the above is true and complete and that the Corporation may rely on this affirmation as such:

Signed: _____

Dated: _____

**CONFLICTS DISCLOSURE STATEMENT
KINOSAITO, INC.**

The undersigned, _____ [*legibly write your name*], having submitted to Kinোসaito, Inc. (the “Corporation”) her or his Conflicts Policy Statement, certifies that the following is true, correct and complete, to the best of the knowledge of the undersigned:

A. Below is a list of each and every Entity, if the Corporation has a financial, business, dependent, or other similar relationship with such Entity, and of which Entity the undersigned person is an officer, director, manager, member, partner, owner or other equity holder, holder of voting rights or other rights to exert influence or control, creditor, employee, independent contractor, service provider, trustee, receiver, or conservator, or in any other functionally similar capacity, naming each such Entity and describing with reasonable specificity the relationship of the Covered Person to such Entity; and

B. a list of each and every transaction in which the Corporation is a participant if the Covered Person, or an Affiliate of the Covered Person, has or might come to have a conflicting interest, describing each such transaction and conflicting interest with reasonable specificity.

A. If your answer to A is “**None**,” then initial here: _____

But, if you have any affirmative answer(s) to A, disclose the information here:

<u>Name of Entity</u>	<u>Your Position or Positions and/or Ownership</u>	<u>Other Material Information re Your Relationship to the Entity</u>

Use additional paper if needed for the above, or if there are more Entities to disclose

B. If your answer to B is “None,” then initial here: _____

But, if you have any affirmative answer(s) to B, disclose the information here:

<u>Transaction, Agreement, or other Arrangement</u>	<u>Identify of the Person Involved (You, and/or One or More Affiliates of Yours)</u>	<u>Other Material Information re Your/Your Affiliates’ Involvement in the Transaction</u>
Use additional paper if needed for the above, or if there are more Entities to disclose.		

In addition to the above, please answer Yes or No to the following questions. Your answers should cover the present moment, anything in the future of which you know or should know, and any time since the last time you accurately answered this or a similar written questionnaire, in each case keeping in mind that the goal is transparency and protecting the Corporation’s interests.

<u>Questions:</u>	<u>Check if Yes</u>	<u>Check if No</u>
Have you ever violated the Conflicts of Interest Policy?		
Does the Corporation owe you any money (not including ordinary business expenses for which you have submitted an expense report)?		
Are aware of any opportunity within the scope of the Corporation’s purposes or activities available to the Corporation which, due to your role within the Corporation, you have or have had a duty to disclose, and have not yet disclosed?		

<p>Have you solicited or accepted any gift, favor, or other thing of value to any person under circumstances which might reasonably create the appearance that the thing of value or the other person would cause you to act less than fully independently in the performance of your duties to the Corporation? (This does not include goods, services, or favors of nominal or <i>de minimis</i> value, or anything that a reasonable person would see as merely a token of respect, kinship or friendship or otherwise entirely unrelated to your role in the Corporation).</p>		
<p>Are there any other circumstances that would cause, or would reasonably be expected to be viewed as causing,</p>		
<p>Use additional paper if needed for the above, or if there are more Entities to disclose</p>		

IN WITNESS WHEREOF, the above name individual has signed **and dated** this CONFLICTS DISCLOSURE STATEMENT, affirming thereby that the above is true and complete and that the Corporation may rely on this affirmation as such:

Signed: _____

Dated: _____