

March 20, 2025

Ms. Danica S. Irvine
Alternate Designated Agency Ethics Official
Office of the General Counsel
Department of Defense
Washington, DC 20310

Dear Ms. Irvine:

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Under Secretary of Defense for Research and Engineering. It is my responsibility to understand and comply with commitments outlined in this agreement.

SECTION 1 – GENERAL COMMITMENTS

As required by the criminal conflicts of interest law at 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter in which I know that I have a financial interest directly and predictably affected by the matter, or in which I know that a person whose interests are imputed to me has a financial interest directly and predictably affected by the particular matter, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me:

- Any spouse or minor child of mine;
- Any general partner of a partnership in which I am a limited or general partner;
- Any organization in which I serve as an officer, director, trustee, general partner, or employee, even if uncompensated; and
- Any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

In the event that an actual or potential conflict of interest arises during my appointment, I will consult with an agency ethics official and take the measures necessary to resolve the conflict, such as recusal from the particular matter or divestiture of an asset.

If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the regulatory exemption for diversified mutual funds and unit investment trusts at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds.

I will receive a live ethics briefing from a member of the ethics office after my confirmation but not later than 7 days after my appointment pursuant to the ethics program

regulation at 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will submit my Certification of Ethics Agreement Compliance which documents my compliance with this ethics agreement.

I will not modify this ethics agreement without your approval and the approval of the U.S. Office of Government Ethics (OGE) pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

SECTION 2 – ENTITIES IN WHICH I HAVE AN EQUITY INTEREST

A. Rent the Runway and Pearpop

Upon confirmation, I will resign from my position with Pearpop. I resigned from Rent the Runway in March 2025. I hold vested restricted stock units (RSUs) in these entities. I do not hold any other direct equity interest in these entities. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of these entities unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

B. GoBrands

Upon confirmation, I will resign from my position with GoBrands. I hold stock and vested and unvested RSUs in this entity. I do not hold any other direct equity interests in this entity. I will retain my stock and vested RSUs, and I will forfeit any unvested RSUs the entity does not accelerate prior to my assuming the duties of the position of Under Secretary. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of any of this entity, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if the entity accelerates the vesting of any unvested RSUs, for a period of two years from the date of acceleration, I will not participate personally and substantially in any particular matter involving specific parties in which the entity is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

C. Workrise

Upon confirmation, I will resign from my position with Workrise. I hold vested and unvested RSUs in this entity. I do not hold any other direct equity interests in this entity. I will retain my vested RSUs, and I will forfeit any unvested RSUs the entity does not accelerate prior to my assuming the duties of the position of Under Secretary. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Workrise, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if Workrise accelerates the vesting of any unvested RSUs, for a period of two years from the date of acceleration, I will not participate personally and substantially in any particular matter involving specific parties in which Workrise is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

D. Ankorstore, CounselAI, Homebound and Pietra

Upon confirmation, I will resign from my position with the following entities:

- Ankorstore
- CounselAI
- Homebound
- Pietra

I hold vested and unvested stock options in these entities. I do not hold any other direct equity interests in these entities. I will retain my vested stock options, and I will forfeit any unvested stock options the entities do not accelerate prior to my assuming the duties of the position of Under Secretary. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of any of these entities, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if any entity accelerates the vesting of any unvested stock options, for a period of two years from the date of acceleration, I will not participate personally and substantially in any particular matter involving specific parties in which that entity is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

E. Loft Holdings

Upon confirmation, I will resign from my position with Loft Holdings. I hold vested and unvested stock options and stock in this entity. I do not hold any other direct equity interests in this entity. I will retain my vested stock options, and I will forfeit any unvested stock options that Loft Holdings does not accelerate prior to my assuming the duties of the position of Under Secretary. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Loft Holdings, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if Loft Holdings accelerates the vesting of any unvested stock options, for a period of two years from the date of acceleration, I will not participate personally and substantially in any particular matter involving specific parties in which Loft Holdings is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

F. Radical

Upon confirmation, I will resign from my position with Radical. I hold stock and vested stock options in this entity. I do not hold any other direct equity interest in this entity. The vested stock options expire three months after I cease providing services to the entity. If Radical decides to extend the expiration, it must do so before I assume the duties of the position of Under Secretary or the options will expire under the terms of the agreement. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Radical, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if Radical extends the expiration date of the options, for a period of two years from the date of the

extension, I will not participate personally and substantially in any particular matter involving specific parties in which Radical is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

G. Kyte

Upon confirmation, I will resign from my position with Kyte. I hold vested stock options in this entity. I do not hold any other direct equity interest in this entity. The vested stock options expire three months after I cease providing services to Kyte. If Kyte decides to extend the expiration, it must do so before I assume the duties of the position of Under Secretary or the options will expire under the terms of the agreement. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Kyte, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if Kyte extends the expiration date of the options, for a period of two years from the date of the extension, I will not participate personally and substantially in any particular matter involving specific parties in which Kyte is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

H. Binance

Upon confirmation, I will resign from my position with Binance. I hold vested and unvested stock options and stock in this entity. I do not hold any other direct equity interest in this entity. The vested stock options expire three months after I cease providing services to Binance. If Binance decides to extend the expiration date of the options, it must do so before I assume the duties of the position of Under Secretary or the options will expire under the terms of the agreement. Additionally, if Binance accelerates any unvested stock options, it must accelerate them before I assume the duties of the position of Under Secretary or I will forfeit them. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Binance, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if Binance extends the expiration date of the options or accelerating the vesting of the unvested options, for a period of two years from the date of the extension or the acceleration of the options, whichever is later, I will not participate personally and substantially in any particular matter involving specific parties in which Binance is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

I. Bond Capital

Upon confirmation, I will resign from my position with Bond Capital. I hold a vested and unvested profits interest in investments in Bond Capital Associates, LLC; Bond II Associates, LLC; and Bond III Associates, LLC through Bond Capital. I will forfeit any unvested profits interest that Bond Capital does not accelerate prior to my assuming the duties of the position of Under Secretary. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my financial interest in any of Bond

Capital Associates, LLC; Bond II Associates, LLC; and Bond III Associates, LLC and their underlying holdings in which I have a profits interest, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). In addition, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of Bond Capital to pay the profits interest, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if Bond Capital accelerates the vesting of any unvested profits interest, for a period of two years from the date of acceleration, I will not participate personally and substantially in any particular matter involving specific parties in which Bond Capital is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

J. Omio and Brex

Upon confirmation, I will resign from my position with the following entities:

- Omio
- Brex

I hold stock and vested stock options in these entities. I do not hold any other direct equity interest in these entities. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of either of these entities, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

K. Motive, Kalshi and Dr. B

Upon confirmation, I will resign my position with the following entities:

- Motive
- Kalshi
- Dr. B

I hold stock in these entities. I do not hold any other direct equity interest in these entities. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of any of these entities unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

L. Tools for Humanity

Upon confirmation, I will resign from my position with Tools for Humanity. I hold vested and unvested cryptocurrency tokens in this entity. I will retain my vested tokens. If Tools for Humanity accelerates any unvested tokens, they must accelerate them before I assume the duties of the position of Under Secretary or I will forfeit them. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my financial interests in the cryptocurrency tokens, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503,

if Tools for Humanity accelerates the vesting of any unvested tokens, for a period of two years from the date of acceleration, I will not participate personally and substantially in any particular matter involving specific parties in which Tools for Humanity is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

M. Thursday Ventures

Upon confirmation, I will resign from my position with Thursday Ventures. I will retain a vested profit shares interest in Science. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my financial interest in Science, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from Thursday Ventures, I will not participate personally and substantially in any particular matter involving specific parties in which I know this entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

N. Perplexity, Collaborative Robotics, Zima International, Inc., Campus Group, and 1Money

Upon confirmation, I will resign from my position with the following entities:

- Perplexity
- Collaborative Robotics
- Zima International, Inc.
- Campus Group
- 1Money

I hold stock and vested and unvested stock in these entities. I do not hold any other direct equity interest in these entities. Each entity has a contractual right to repurchase my unvested stock within a designated timeframe following my resignation at the price I paid or less. Should these entities elect not to repurchase my unvested stock within the specified timeframe, I am contractually permitted to retain any unvested stock. If any of these entities elect to repurchase my unvested stock, I will accept no more than the price I paid when purchasing the unvested stock. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my financial interests in any of these entities, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

O. Oyo Hotels US

Upon confirmation, I will resign from my position with Oyo Hotels US. I hold vested stock options in this entity that expire in March 2025. I do not hold any other direct equity interest in this entity. If Oyo Hotels US decides to extend the expiration, it must do so before I assume the duties of the position of Under Secretary or the options will expire under the terms of the agreement. If I retain the stock options, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Oyo Hotels US, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). In addition,

pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if Oyo Hotels US extends the expiration date of the options, for a period of two years from the date of the extension, I will not participate personally and substantially in any particular matter involving specific parties in which the entity is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c). If I do not retain equity in the Oyo Hotels US, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from Oyo Hotels US, I will not participate personally and substantially in any particular matter involving specific parties in which I know Oyo Hotels US is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

P. Telly and Thrive Global

Upon confirmation, I will resign from my position with the following entities:

- Telly
- Thrive Global

I hold vested stock options in these entities. I do not hold any other direct equity interest in these entities. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of either of these entities unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

Q. Crossroads Ai

Upon confirmation, I will resign from my position with Crossroads Ai. I will retain vested incentive units and hold an equity interest in this entity. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my financial interest in CrossroadsAi, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

R. Pamoja Ventures

Upon confirmation, I will resign from my position with Pamoja Ventures. I hold a vested profits interest in Pamoja Ventures GP, Ltd. through Pamoja Ventures. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my financial interest in Pamoja Ventures GP, Ltd., and its underlying holdings, in which I have a profits interest, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). In addition, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of Pamoja Ventures to pay the profits interest, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from Pamoja Ventures, I will not participate personally and substantially in any particular matter involving specific parties in which I know Pamoja Ventures is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

S. Vise

Upon confirmation, I will resign from my position with Vise. I hold vested and unvested stock options in this entity, which I will retain. I do not hold any other direct equity interests in this entity. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Vise, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, I will not participate personally and substantially in any particular matter involving specific parties in which Vise is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

T. NimbleRX

Upon confirmation, I will resign my position with NimbleRX. I hold vested and unvested RSUs in this entity. I do not hold any other direct equity interests in this entity. I will retain my vested RSUs, and I will forfeit any unvested RSUs NimbleRX does not accelerate prior to my assuming the duties of the position of Under Secretary. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of either of NimbleRX, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if NimbleRX accelerates the vesting of any unvested RSUs, for a period of two years from the date of acceleration, I will not participate personally and substantially in any particular matter involving specific parties in which NimbleRX is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

U. Dray Holdings

I hold vested stock options in Dray Holdings. Upon confirmation, I will forfeit my stock options in this entity.

SECTION 3 – PRIOR RESIGNATIONS

I previously resigned from my positions with the following entities:

- D-Wave Quantum Inc.
- Intro.co
- Doma
- Pronto

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from each of these entities, I will not participate personally and substantially in any particular matter involving specific parties in which I know these entities is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 4 – DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my interest, including any carried interest and any capital commitments, in the entities listed in Appendix A. With regard to each of these entities, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of the entity until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). Such divestiture may include a gift to one or more charitable remainder trusts, for the benefit of one or more public charities, and in which my spouse, minor children, and I have no financial interest in the remainder. The trustees of these trusts will be solely responsible for their administration, including any distributions either to remainder beneficiaries or to charity. The trusts will pay all income tax on their earnings on my behalf and will pay any taxes that result from making the tax payment on my behalf. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of any trust to pay the taxes on my behalf, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). I have verified that I will be able to carry out the divestitures within the timeframe described above.

I (including my spouse and minor children if applicable) will not repurchase any asset I was required to divest without consulting with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 5 – TRUSTS

I will resign from my position as trustee of Smith Family Irrevocable Gift Trust and Bock Irrevocable Insurance Trust, and from my position as advisor of Orchid Trust. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from these entities, I will not participate personally and substantially in any particular matter involving specific parties in which I know that one of these entities is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I will retain my position as trustee of Family Trust #1 and Family Trust #2. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Under Secretary of Defense for Research and Engineering. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of any of these trusts or their underlying holdings, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

SECTION 6 – RETAINED POSITIONS

I will retain my position with M8 Enterprises LLC. Upon confirmation, M8 Enterprises will cease providing any advisory services and will not perform advisory services during my appointment to the position of Under Secretary. M8 Enterprises, LLC will continue to hold my investments. I will not at any time receive compensation for services that I perform during my Federal appointment. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of M8 Enterprises LLC, or its underlying holdings, unless I first obtain a written waiver, pursuant to

18 U.S.C. § 208(b)(1). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I will not participate personally and substantially in any particular matter involving specific parties in which I know a former client of mine is a party or represents a party for a period of one year after I last provided service to that client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I will retain my positions with the following entities:

- M6 Enterprises
- M9 Enterprises
- M10 Enterprises

I am the sole owner of these entities. I will not receive compensation for the services that I perform during my Federal appointment at any time. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of any of these entities, or their underlying holdings, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

I will retain my position with Nomadic Ventures. My spouse and I are the sole owners of this entity. I will not receive compensation for the services that I perform during my Federal appointment at any time. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Nomadic Ventures, or its underlying holdings, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 7 – OTHER RETAINED INTERESTS

I have been advised that the duties of the position of Under Secretary of Defense for Research and Engineering may involve particular matters affecting the financial interests of the following entity:

- Cohesity

The agency has determined that it is not necessary at this time for me to divest my interests in this entity because the likelihood that my duties will involve any such matter is remote. Accordingly, with regard to this entity, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of this entity for as long as I own it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

I have been advised that the duties of the position of Under Secretary of Defense for Research and Engineering may involve particular matters affecting the financial interests of the following entities:

- Chainalysis
- Cererbras Systems

- Columbia Spectrum Partners V

The agency has determined that it is not necessary at this time for me to divest my interests in these entities because my recusal from particular matters in which these interests pose a conflict of interest will not substantially limit my ability to perform the essential duties of the position of Under Secretary. Accordingly, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of these entities, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

SECTION 8 - OTHER COMMITMENTS

In addition to the impartiality regulation at 5 C.F.R. § 2635.502, I understand that as an employee of the Department of Defense I will be required to comply with Section 1117 of the National Defense Authorization Act for Fiscal Year 2022. Therefore, for a period of two years after my resignation from any organization, including a trade organization, for which I served as an employee, officer, director, trustee, or general partner, I will not knowingly participate personally and substantially in any particular matter involving specific parties in which that organization is a party or represents a party to the matter, unless I am authorized to participate, pursuant to Section 1117(b).

SECTION 9 – PUBLIC POSTING

I have been advised that this ethics agreement and the Certification of Ethics Agreement Compliance will be posted publicly, consistent with the public information law at 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with ethics agreements of other presidential nominees who file public financial disclosure reports.

Sincerely,



Emil G. Michael

APPENDIX A:

- Glade Brook Strategic Growth IV
- Certum Group
- Gigafund 0.1
- Plural Capital Fund 1
- Plural Capital Fund 2
- Future Ventures, L.P.
- Bond II, L.P.
- Craft Ventures I, L.P.
- Sequoia Capital U.S. Growth Partners Fund IX
- Sequoia Capital U.S. Venture Partners Fund XV (Q), L.P.
- Sequoia Capital U.S. Venture Partners Fund XVII, L.P.
- Bling Capital Fund I, L.P.
- Bling Capital Fund IV, L.P.
- Bling Capital Fund IV Opps, L.P.
- Glade Brook Strategic Growth III, L.P.
- Karman Ventures I, L.P.
- A-Star Partners Fund I, L.P.
- Replicated (A-RHC-52-Fund, a series of AX-UBUB-Funds, LLC)
- Valor M33 II, L.P.
- Alphabet Inc. (GOOG)
- Rubrik Inc (RBRK)
- Salesforce.com, Inc. (CRM)
- Skillsoft Corp. Class A Common Stock (SKIL)
- Crowdstrike Holdings Inc. Class A Common Stock (CRWD)
- Exxon Mobil Corp. (XOM)
- Illinois Tool Works, Inc.(ITW)
- JP Morgan Chase & Co.
- Microsoft Corp. (MSFT)
- NVIDIA Corp. (NVDA)
- Oracle Corp. (ORCL)
- Tesla, Inc. (TSLA)
- Broadcom (AVGO)
- MongoDB, Inc. (MDB)