

May __, 2026

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Ms. Shubha Sastry
Deputy Legal Adviser and
Designated Agency Ethics Official
Office of the Legal Adviser
U.S. Department of State
Washington, D.C. 20520

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Re: Ethics Undertakings

Dear Ms. Sastry:

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 Ambassador to the Republic of Lithuania. 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 addition, I will recuse myself from participation on a case-by-case basis in any particular matter involving specific parties in which I determine that a reasonable person with knowledge of the relevant facts would question my impartiality in that matter, unless I am first authorized to participate, pursuant to the impartiality regulations at 5 C.F.R. Part 2635, Subpart E.

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.

I understand that a heightened prospect of a conflict of interest could exist as to companies that maintain a presence in Lithuania, because they may be more likely than other companies to seek official assistance from or make contact with the Embassy or otherwise be affected by policies and engagement implemented by the Embassy. I will remain alert to the possible need for recusal where appropriate.

I have a managed account, and I will direct the account manager to obtain 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 monitor whether the account manager is following this direction regarding prior approval.

I will receive a live ethics briefing from a member of the ethics office after my confirmation but not later than 15 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 – FLEXIBLE FINANCE, INC.

Upon confirmation, I will resign from my position with Flexible Finance, Inc. I currently hold unvested restricted stock units (RSUs) with Flexible Finance, Inc. I do not hold vested RSUs, stock, stock options, restricted stock, or any other equity interest. Pursuant to the terms of my RSU agreement, all of my RSUs will remain unvested until both of the following conditions are met: (1) there is a liquidity event at the company, and (2) I satisfy a one-year service requirement with the company. With respect to the service requirement, the company will deem the requirement satisfied if I leave for a non-competitive position with a non-profit religious, educational, or governmental employer. In the event that I satisfy the service requirement before there is a liquidity event, I will retain all of my RSUs.

For purposes of the service requirement, my RSUs accrue while I hold a position with Flexible Finance, Inc., in an amount that is equivalent to \$20,000 per month starting December 2025. In the event that there is a liquidity event before I satisfy the service requirement, I will retain, at a minimum, the amount of RSUs that have accrued during the period of time in which I provided services to the company. In the event that I resign from the company before I satisfy the service requirement for a position that is not with a qualifying non-profit employer, I will retain, at a minimum, the amount of RSUs that have accrued during the period of time in which I provided services to the company. Flexible Finance Inc., however, retains discretion to let me keep the full amount of my awarded RSUs if a liquidity event occurs before I satisfy the service requirement, or if I depart for a position that is not with a qualifying non-profit employer prior to completion of the service requirement.

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if the service requirement is not contractually met and Flexible Finance, Inc. permits me, in its discretion, to keep any RSUs that have not accrued for purposes of the service requirement, I will not participate personally and substantially in any particular matter involving specific parties in which Flexible Finance, Inc., is a party or represents a party, for a period of two years from the date on which Flexible Finance, Inc. permitted me to keep the unaccrued RSUs. Furthermore, because I will continue to hold RSUs in Flexible Finance, Inc., 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 company, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 3 – ARK FINANCIAL HOLDING, INC.

I currently hold a consultant position with Ark Financial Holding, Inc. and I expect to assume a separate position as an advisor to the company. Upon confirmation, I will resign from all positions that I hold with Ark Financial Holding, Inc. Subsequent to filing my public financial disclosure report, I received restricted stock in Ark Financial Holding, Inc. I currently hold vested and unvested shares of restricted stock. I do not hold restricted stock units, stock options, or any other equity interest. Pursuant to my restricted stock award agreement, Ark Financial Holding, Inc. will toll the vesting of my restricted stock if the company, in its discretion, treats my resignation as a leave of absence that is approved in advance by the company's Board of Directors (an "Approved Leave of Absence"). Upon my return from an Approved Leave of Absence, the vesting of unvested shares will resume in accordance with the vesting schedule set forth in my restricted stock award agreement and the vesting dates of my restricted stock will be extended by the length of the Approved Leave of Absence. If I do not return to service with the company within thirty-six months from the start of an Approved Leave of Absence (the "Return Deadline"), I will forfeit all unvested shares of restricted stock unless the company's Board of Directors extends the Return Deadline. Except in the event of an Approved Leave of Absence that is granted before I assume the duties of the position of Ambassador, I will forfeit all unvested restricted stock as of the date of my resignation.

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if Ark Financial Holding, Inc. treats my resignation from the company as an Approved Leave of Absence, I will not participate personally and substantially in any particular matter involving specific parties in which Ark Financial Holding, Inc., is a party or represents a party, for a period of two years from

the date on which Ark Financial Holding, Inc. tolls the vesting of my restricted stock or extends the Return Deadline, whichever is later.

I have been advised that the duties of the position of Ambassador may involve particular matters of general applicability affecting the financial interests of Ark Financial Holding, Inc. The agency has determined that it is not necessary at this time for me to divest my interest in Ark Financial Holding, Inc. because, currently, the likelihood that my duties will involve such matters is remote. If Ark Financial Holding, Inc. has an approved stablecoin, I will remain vigilant in identifying any particular matters affecting my interests in Ark Financial Holding, Inc., including both particular matters involving specific parties and particular matters of general applicability. I understand that I am personally responsible for avoiding conflicts of interest with respect to Ark Financial Holding, Inc. and that, given the company's planned operations, there is a heightened risk of a conflict of interest arising from particular matters relating to cryptocurrencies. You have explained that a particular matter of general applicability is a particular matter that is focused on the interests of a discrete and identifiable class of persons, such as an industry. I will remain apprised of the company's activities and consult as appropriate with the ethics office at the Department of State. If in the future Ark Financial Holding, Inc. is determined to pose a conflict with the performance of my official duties, then I may be directed to divest my interest in the company, which I will complete within 90 days of such order, and terminate any Approved Leave of Absence, which will result in my forfeiture of all unvested restricted stock. 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 Ark Financial Holding, Inc., unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 4 – PATOMAK GLOBAL PARTNERS, LLC

I previously resigned from my Executive Vice President position with Patomak Global Partners, LLC. Subsequent to filing my public financial disclosure report, I started a position as a Senior Advisor with the company. Upon confirmation, I will resign from my position with Patomak Global Partners, LLC. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know Patomak Global Partners, LLC, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). 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).

SECTION 5 – PAYONEER INC.

Subsequent to filing my public financial disclosure report, I started a position as a consultant with Payoneer Inc. In addition, I have an agreement with Payoneer Inc. to serve as a member on the board of directors of a subsidiary, PAYO Digital Bank N.A., that Payoneer Inc. is in the process of forming. In connection with my position on the board of directors of PAYO Digital Bank N.A. ("Bank Board"), I am eligible to receive an initial grant and subsequent annual grants of restricted stock units (RSUs) in Payoneer Inc.'s parent company, Payoneer Global Inc. Each grant of RSUs will vest twelve months from the effective date of the grant, subject to my continued service on the Bank Board through the vesting period.

Upon confirmation, I will resign from my positions with Payoneer Inc. and PAYO Digital Bank N.A. Pursuant to the company's board member compensation plan, if I resign for a position with a not-for-profit entity that requires my resignation from the Bank Board, the plan permits me to ask Payoneer Inc. to accelerate the vesting of my unvested RSUs, which I intend to do. Payoneer Inc. will not accelerate the vesting of my unvested RSUs if the position begins before PAYO Digital Bank N.A. receives final approval for its formation. If Payoneer Inc. accelerates the vesting of my unvested RSUs and Payoneer Global Inc. is publicly traded on an exchange or over-the-counter at the time of vesting, I will receive a payout of my vested RSUs in the form of Payoneer Global Inc. stock. If Payoneer Inc. accelerates the vesting of my unvested RSUs and Payoneer Global Inc. is not publicly traded on an exchange or over-the-counter at the time of vesting, I will receive a payout of my vested RSUs in the form of cash. I will forfeit any unvested RSUs. I will divest my interests in Payoneer Global Inc. as soon as practicable but not later than 90 days after my confirmation. 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 Payoneer Global Inc., including any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Payoneer Inc., 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). I have verified that I will be able to carry out the divestitures within the timeframe described above. 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 Payoneer Inc., including PAYO Digital Bank N.A., is a party or represents a party for a period of one year after my resignation from each of these entities or for as long as I have an indemnification agreement with these entities, whichever is later, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 6 – KING STREET LEGAL, PLLC

Subsequent to filing my public financial disclosure report, I started a position as an Of Counsel attorney at King Street Legal, PLLC. Upon confirmation, I will resign from my position with King Street Legal, PLLC. I will receive my fees for services I performed through the date of my resignation. The fees that I receive will be based solely on the firm's earnings through the date of my resignation from the firm. 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 King Street Legal, PLLC to pay these fees to me, 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 or until I receive my fees, whichever is later, I also will not participate personally and substantially in any particular matter involving specific parties in which I know King Street Legal, PLLC is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). 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).

SECTION 7 – OTHER RESIGNATIONS

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

- GreenSky LLC
- Customers Bancorp, Inc.
- Capital Alpha Partners LLC

All amounts owed to me for consulting services that I provided to these entities as an independent contractor will be fixed before I assume the duties of the position of Ambassador, and 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 of these clients to pay these amounts. 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 or until the client satisfies any outstanding bill, whichever is later, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 8 – DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests 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). I have verified that I will be able to carry out the divestitures within the timeframe described above.

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in the following funds:

- Financial Select Sector SPDR ETF (XLF)
- iShares Expanded Tech-Software ETF (IGV)
- iShares MSCI Japan ETF (EWJ)
- iShares US Aerospace & Defense ETF (ITA)

Until I have completed these divestitures, 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 holdings of the funds that are in the specific sector in which the funds concentrate, 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 verified that I will be able to carry out the divestitures within the timeframe described above.

I understand that I may be eligible to request a Certificate of Divestiture for qualifying assets and that a Certificate of Divestiture is effective only if obtained prior to divestiture. Regardless of whether I receive a Certificate of Divestiture, I will ensure that all divestitures discussed in this agreement occur within the agreed upon timeframes and that all proceeds are invested in non-conflicting assets. I understand that I must submit my request for a Certificate of Divestiture to allow for adequate time for OGE to process the Certificate of Divestiture, and in order to divest assets within the agreed upon timeframe.

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 9 – BC PARTNERS LENDING CORPORATION

I have been advised that there is a remote possibility that the duties of the position of Ambassador to the Republic of Lithuania may involve particular matters affecting the financial interests of BC Partners Lending Corporation. Because the likelihood that my duties will involve such matters is remote, the Department has determined that it is not necessary at this time for me to divest my interest in this entity. At this time, my interest in this entity does not pose any conflicts. However, you have explained that there is a heightened risk of a conflict of interest if this entity is acquiring new holdings. I understand that I am personally responsible for avoiding conflicts of interest with respect to this entity and its holdings and I will monitor the investment information made available to me regarding this entity and consult as appropriate the ethics office at the Department of State. If in the future the holdings of this entity are determined to pose a conflict with the performance of my official duties, then I may be directed to divest my financial interest in the entity. In that event, I will divest from this entity as soon as contractually permitted but in no case later than 90 days after such order. 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 BC Partners Lending Corporation or its underlying holdings, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 10 – SPOUSE EMPLOYMENT

My spouse is employed by Medstar Medical Group LLC, in a position for which she receives a fixed annual salary and a bonus tied to her performance. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for Medstar Medical Group LLC, I will not participate personally and substantially in any particular matter involving specific parties in which I know Medstar Medical Group LLC, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). In addition, I will not participate personally and substantially in any particular matter involving specific parties in which I know a client of my spouse is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 11 – 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,


Keith Noreika

5/29/2016

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Abbott Laboratories (ABT)
AbbVie, Inc. (ABBV)
Accenture Plc (ACN)
Airbus SE
Alcon Inc. (ALC)
Alibaba Group Holding Limited
Alnylam Pharmaceuticals, Inc. (ALNY)
Alphabet, Inc.
Amazon.com, Inc. (AMZN)
American Express Co. (AXP)
Apple, Inc. (AAPL)
Atlas Copco AB
Bank of America Corp. (BAC)
Becton, Dickinson and Company (BDX)
Berkshire Hathaway Inc. (BRKB)
Blackstone Inc. (BX)
Booking Holdings Inc. (BKNG)
Bristol-Myers Squibb (BMY)
Cencora Inc (COR)
Cheniere Energy, Inc. (LNG)
Chevron Corp. (CVX)
Ciena Corp. (CIEN)
Citigroup, Inc. (C)
Comcast Corp. (CMCSA)
ConocoPhillips (COP)
Danaher Corp. (DHR)
Eaton Corp. Plc (ETN)
Eli Lilly & Co. (LLY)
EOG Resources, Inc. (EOG)
Exxon Mobil Corp. (XOM)
GE Aerospace (GE)
GE Vernova Inc. (GEV)
General Dynamics Corp. (GD)
Gilead Sciences, Inc. (GILD)
Goldman Sachs Group Inc (GS)
HBM Healthcare Investments Ltd
Honeywell International, Inc. (HON)
HSBC Holdings plc. (HSBC)
IDEXX Laboratories, Inc. (IDXX)
ING Group NV
Insmid, Inc. (INSM)
Insulet Corp. (PODD)
International Business Machines Corp. (IBM)
Intesa Sanpaolo SpA
Intuitive Surgical, Inc. (ISRG)
Johnson & Johnson (JNJ)
JPMorgan Chase & Co. (JPM)
Kinder Morgan, Inc. (KMI)
L3Harris Technologies, Inc. (LHX)
Leonardo Spa Post raggruppamento
Lonza Group Ltd
Mastercard, Inc. (MA)
McDonald's Corp. (MCD)
McKesson Corp. (MCK)
Medtronic Plc (MDT)
Merck & Co., Inc. (MRK)
Meta Platforms Inc. (META)
Microsoft Corp. (MSFT)
Mondelez International, Inc. (MDLZ)
Monster Beverage Corp. (MNST)
Morgan Stanley (MS)
Motorola Solutions, Inc. (MSI)
MTU Aero Engines AG
Natera, Inc. (NTRA)
Nestle S.A.
Netflix, Inc. (NFLX)
Northrop Grumman Corp. (NOC)
Novartis AG (NVS)

Novo Nordisk A/S (NVO)
NVIDIA Corp. (NVDA)
Oracle Corp. (ORCL)
Palantir Technologies Inc. (PLTR)
Partners Group Holding Ltd
PayPal Holdings, Inc. (PYPL)
PepsiCo, Inc. (PEP)
Philip Morris International, Inc. (PM)
Pinterest, Inc. (PINS)
Quest Diagnostics, Inc. (DGX)
Robinhood Markets Inc. (HOOD)
Roche Holding Ltd.
RTX Corporation (RTX)
Sandoz Group Ltd.
Sanofi SA
Shell Plc
Siemens AG
Siemens Energy AG
Straumann Holding Ltd.
Taiwan Semiconductor Manufacturing Company Ltd. (TSM)
Tesla, Inc. (TSLA)
The Bank of New York Mellon Corporation (BK)
The Coca-Cola Co. (KO)
Thermo Fisher Scientific, Inc. (TMO)
TotalEnergies SE (TTE)
TransDigm Group, Inc. (TDG)
Uber Technologies, Inc. (UBER)
UBS Group Inc.
Vertex Pharmaceuticals, Inc. (VRTX)
Visa, Inc. (V)
Wells Fargo & Co. (WFC)
Yum! Brands, Inc. (YUM)
Zoetis, Inc. (ZTS)