

September 24, 2025

Mark Vetter
Alternate Designated Agency Ethics Official
Department of Government Operations
1201 New York Avenue, NW, Suite 500
Washington, DC 20005

Dear Mr. Vetter:

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 United States Director of the Asian Development Bank. 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 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 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 – AKBAR HOSSAIN FOUNDATION

I resigned from my position with the Akbar Hossain Foundation in September 2024. 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 Akbar Hossain Foundation is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – ACCELEX RESOURCES LLC

I am the sole proprietor of my consulting firm Accelex Resources LLC. Upon confirmation, my consulting firm will cease engaging in any business, including the representation of clients. During my appointment to the position of United States Director of the Asian Development Bank (ADB), the business will remain dormant and will not advertise. I will not perform any services for the business, except that I will comply with any court orders or subpoenas and any requirements involving legal filings, taxes, and fees that are necessary to maintain the firm while it is in an inactive status. As United States Director of the ADB, 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 Accelex Resources LLC. All amounts owed to me by any of my clients will be fixed before I assume the duties of United States Director of the ADB, 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 services to that client or until the client satisfies any outstanding bill, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 4 – RS ALTERNATIVE INVESTMENTS LLC

Upon confirmation, I will resign from my position as manager of RS Alternative Investments LLC. As soon as practicable but not later than 90 days after my confirmation, I will divest my financial 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 the financial interests of this 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 divestiture within the timeframe described above. 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 RS Alternative Investments is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 5 – INTELLIGENT MEDICINE EXCHANGE, INC

My consulting contract with Intelligent Medicine Exchange, Inc., expired in 2023. I hold vested stock options with Intelligent Medicine Exchange, Inc. I also hold stock in Intelligence Medicine Exchange, Inc., through RS Alternative Investments LLC. As stated above, I will be divesting my financial interest in that LLC as soon as practicable but not later than 90 days after my confirmation. I do not hold any other equity interests in the company. Because I will continue to hold vested stock options with Intelligent Medicine Exchange, 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 Intelligent Medicine Exchange, Inc., 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 – SWEENEY FAMILY QPERT LLC

I will retain my position as manager of the Sweeney Family QPERT LLC, which manages maintenance and upkeep of a family house held in a Qualified Personal Residential Trust (QPRT) established by a family member. I am not a beneficiary of the QPRT, and I will not receive any fees for the services that I provide as a manager of the LLC during my appointment to the position of United States Director of the ADB. 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 Sweeney Family QPERT LLC, 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 7 – TRUSTEE POSITIONS

I will retain my positions as a trustee of the RWS Trust #1 and the RWS Trust #2. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of United States Director of the ADB. 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 family trusts, 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 – DIVESTITURES

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

- Microsoft
- Apple
- Alphabet
- Hubbell Incorporated



- Equinix Inc
- Terracycle, Inc.

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.

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 – SPOUSE EMPLOYMENT

My spouse is employed by The Woodlands Children's Museum, a pre-school, in a position for which my spouse receives a fixed annual salary. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work The Woodlands Children's Museum, I will not participate personally and substantially in any particular matter involving specific parties in which I know is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 10 – 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,

A handwritten signature in black ink, appearing to read 'Robert W. Sweeney', with a large, sweeping flourish extending to the left.

Robert W. Sweeney