

April 23, 2026

Sarah Prosser
Assistant Legal Adviser and
Alternate Designated Agency Ethics Official
Office of the Legal Adviser
Department of State

Dear Ms. Prosser:

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 Kingdom of Norway. 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 Norway, 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.

If I have a managed account or otherwise use the services of an investment professional during my appointment, I will direct the account manager or investment professional 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 or investment professional 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 – WHITE & CASE LLP

I retired as an equity partner of the law firm White & Case LLP on December 31, 2025. Since that date, I have continued as a partner of counsel with the Firm and currently receive compensation at a fixed rate for time worked and am not entitled to a share in the Firm's profit earnings or distributions. Upon confirmation, I will resign as partner of counsel, and I will also resign as trustee for trusts that were created by and for the benefit of third parties who are my clients through the Firm. See Attachment A. 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 that any of the entities in Attachment A or any other 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).

A. CAPITAL ACCOUNT AND DEFERRED COMPENSATION

I currently have a capital account with the Firm, the value of which has been calculated and fixed as of December 31, 2025. I am scheduled to receive a refund of this account in 70 monthly installments over the course of approximately 6 years beginning in March 2026. I also have a non-qualified deferred compensation plan with the Firm, which I will receive before I assume the duties of the position. Until I have received the refund of my capital account, 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 the Firm to pay this refund, 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, I will not participate personally and substantially in any particular matter involving specific parties in which I know that White & Case LLP is a party or represents a party until I receive a refund of my capital account, or until one year after my

resignation as partner of counsel, whichever is later, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502.

B. PERFORMANCE BONUS FOR 2025

At the discretion of the Firm's Management Board, I am eligible to receive a bonus for my services provided to the Firm in 2025. I will forfeit any such bonus.

SECTION 3 – OTHER RESIGNATIONS

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

- Hoover Institution at Stanford University
- Thomson Reuters Practical Law Journal Advisory Board
- Family Trust #1
- Family Trust #2

I previously resigned from my positions with the following entities:

- Iroquois Avenue Foundation
- Jamestown Foundation
- MAD PARK LLC

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

SECTION 4 – DIVESTITURES

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

- 3M Co.
- Medtronic PLC
- Solventum Corp.

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 the 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.

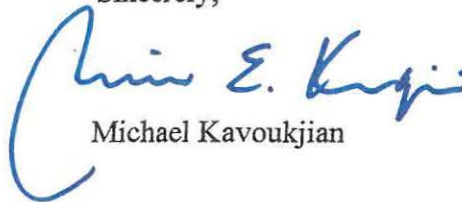
SECTION 5 – SPOUSE EMPLOYMENT

My spouse is employed by the Allina Health System in a position for which she receives a fixed hourly wage. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for Allina Health System, I will not participate personally and substantially in any particular matter involving specific parties in which I know Allina Health System is a party or represents a party, unless I am first authorized to participate pursuant to 5 C.F.R. 2635.502(d).

SECTION 6 – 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,



Michael Kavoukjian

ATTACHMENT A

Jack S. Abuhoff Insurance Trust u/a/d 4/18/99
Charles C. Kline Insurance Trust u/a/d 12/22/99
William M. Schaefer, Jr. Insurance Trust u/a/d 11/7/98
William M. Schaefer, Jr. Family Trust W u/a/d 6/26/92
Joy C. Teal Family Trust u/a/d 6/26/92
Rudolph J. Schaefer III and Jane I. Schaefer Trust -0- u/a/d 12/17/86
Rudolph J. Schaefer III and Jane I. Schaefer Trust -1- u/a/d 12/17/86
Rudolph J. Schaefer III and Jane I. Schaefer Trust -2- u/a/d 12/17/86
Rudolph J. Schaefer III and Jane I. Schaefer Trust -3- u/a/d 12/17/86
Schaefer Generation Skipping Trust u/a/d 12/23/93
Rudolph J. Schaefer III GST Exempt Marital Trust u/a/d 5/26/11
Rudolph J. Schaefer III Non-Exempt Marital Trust u/a/d 5/26/11
Rudolph J. Schaefer III By-Pass Trust u/a/d 5/26/11
Rudolph J. Schaefer III Disclaimer Trust u/a/d 5/26/11
Article VIII.B Schaefer Grandchildren's Trust u/a/d 5/26/11
Rudolph and Jane Schaefer GST Exempt Insurance Trust u/a/d 7/10/85
Jane I. Schaefer Q-TIP Trust u/a/d 6/14/85
Henry S. Farr 2012 Trust u/a/d 12/20/12
Louisa Farr 2012 Trust u/a/d 7/17/12
John Farr, Jr. 2012 Trust u/a/d 7/17/12
Samuel Whiting Farr 2012 Trust u/a/d 8/21/12
Olivia H. Farr Generation Skipping Trust u/a/d 12/17/12