

February 2, 2021

Mr. Randall J. Hall
Acting Associate General Counsel for Ethics
Alternate Designated Agency Ethics Official
U.S. Department of Health and Human Services
Room 710-E, Hubert H. Humphrey Building
200 Independence Avenue, SW
Washington, DC 20201

Dear Mr. Hall:

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 Surgeon General at the Department of Health and Human Services. 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; 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), or obligations of the United States.

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 understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13989) and that I will be bound by it. Among other obligations, I will be required to recuse from particular matters involving specific parties involving my former employer or former clients for a period of two years after I am appointed, with the exception of states and local governments.

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

SECTION 2 –RESIGNATIONS

I have resigned from my position with SVN Med, LLC, on January 23, 2021. I hold vested restricted stock units with SVN Med, LLC. I have forfeited all SVN Med LLC, restricted stock units that were unvested at the time of my resignation. I will divest my vested restricted stock units in SVN Med, LLC, as soon as practicable but not later than 90 days after my confirmation. I intend to sell the vested shares back to the company at par value. 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). 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, 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 SVN Med, LLC, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, I will resign from my position with Attention. I hold vested stock options and unvested stock options with Attention. I will divest my vested stock options in Attention as soon as practicable but not later than 90 days after my confirmation. Upon resigning from Attention, I will forfeit any unvested 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 this entity until I have divested it, 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. 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 Attention is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, I will resign from my position with L&N Baby, LLC. I hold vested restricted stock units with L&N Baby, LLC. I will divest my vested restricted stock units in L&N Baby, LLC, as soon as practicable but not later than 90 days after my confirmation. I intend to sell the vested shares back to the company at par value. 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). 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, 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 L&N Baby, LLC, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, I will resign from my position with The Behavioral Health Group. I have a fixed amount payment due from The Behavioral Health Group for my services. I anticipate this payment will be made prior to my confirmation, but for as long as this I have this payment pending, 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 Behavioral Health Group pay this amount due, 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, I will not participate personally and substantially in any particular matter involving specific parties in which I know The Behavioral Health Group 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 – OTHER RESIGNATIONS

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

- Emotional Wellbeing Initiative
- Kaiser Family Foundation
- RAND Corporation
- U.S. Olympic and Paralympic Committee
- Paul and Daisy Soros Fellowships for New Americans
- Kennedy-Satcher Center for Mental Health Equity
- NeuroArts Blueprint, Aspen Institute and Johns Hopkins University
- Act to Change

I previously resigned my positions with the following organizations: Feeding America (February 2020), the Johns Hopkins Bloomberg School of Public Health (March 2020), Well Being Trust (September 2020), the National Collegiate Athletic Association (January 2021), and the Biden Institute, University of Delaware (January 2021). 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 that entity is a party or represents a party, unless I am first authorized to participate, pursuant to at 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 interests in the following entities:

- Airbnb, Inc.
- Apple, Inc.
- Broadcom, Inc.
- Colgate-Palmolive Co.
- Costco Wholesale Corporation
- CVS Health Corporation
- Goldman Sachs Group, Inc.
- Honeywell International, Inc.
- Marvell Technology Group Ltd.
- Microsoft Corporation
- Nike, Inc.
- NortonLifeLock, Inc.
- Papa, Inc.
- Salesforce.com, Inc.
- SilverArc Capital Alpha Fund I, L.P.
- STAANCE
- Starbucks Corporation
- United Parcel Service, Inc.
- Verizon Communications, 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 or its underlying holdings 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 timely submit my request for a Certificate of Divestiture to allow for adequate time for the U.S. Office of Government Ethics to process the Certificate of Divestiture, and in order to divest assets within the agreed upon timeframe.

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

SECTION 5 – OTHER COMMITMENTS

My spouse and I own Blue Sky Ventures, LLC. I currently provide consulting services and arrange speaking engagements through Blue Sky Ventures, LLC. Upon confirmation, Blue Sky Ventures, LLC, will cease all operations, and, during my appointment as Surgeon General, this LLC will remain dormant except to accept payment of fixed cash receivables owed to me for services I performed prior to my appointment as Surgeon General and for any royalties being paid for my published book. Blue Sky Ventures, LLC will not advertise and I will not perform any services for this entity, except that I will comply with any requirements involving legal filings, taxes and fees that are necessary to maintain the entity while it is in inactive status. As Surgeon General, 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 Blue Sky Ventures, LLC. All amounts owed to me for any consulting services or speaking engagements will be fixed before I assume the duties of the position of Surgeon General, and I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the ability or willingness of any client to pay the agreed upon amount due. In addition, I will not participate personally and substantially in any particular matter involving specific parties in which I know a former consulting 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 receive royalties from Inkwell Publishing, LLC, for sales of my book, *Together*. 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 Inkwell Publishing, 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 September 2020, I provided services to the Jewish Family and Children's Services for which I received an honorarium. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after the date of my service, I will not participate personally and substantially in any particular matter involving specific parties in which I know the Jewish Family and Children's Services is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

In order to avoid potential conflicts of interest during my appointment as Surgeon General, I, my spouse, or any minor children of mine will not acquire any direct financial interest in entities listed on the Food and Drug Administration's prohibited holdings list or in entities involved, directly or through subsidiaries, in the following industries: (1) research, development, manufacture, distribution, or sale of pharmaceutical, biotechnology, or medical devices, equipment, preparations, treatment, or products; (2) veterinary products; (3) healthcare management or delivery; (4) health, disability, or workers compensation insurance or related services; (5) food and/or beverage production, processing or distribution; (6) communications media; (7) computer hardware, computer software, and related internet technologies; (8) wireless communications; (9) social sciences and economic research organizations; (10) energy or utilities; (11) commercial airlines, railroads, shiplines, and cargo carriers; or (12) any sector mutual fund or sector exchange-traded fund that concentrates its portfolio in any single country other than the United States. In addition, we will not acquire any interests in any sector

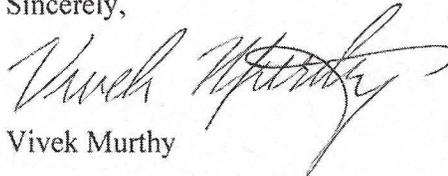
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mutual fund or sector exchange-traded fund that concentrates its portfolio in any of the aforementioned sectors.

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,

A handwritten signature in black ink, appearing to read "Vivek Murthy", written in a cursive style.

Vivek Murthy