

June 9, 2022

Mr. Richard Visek
Principal Deputy Legal Adviser and
Designated Agency Ethics Official
Office of the Legal Adviser
U.S. Department of State
2201 C Street NW
Washington, DC 20520

Dear Mr. Visek:

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 at Large for Cyberspace and Digital Policy. 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 rely on a *de minimis* exemption under 5 C.F.R. § 2640.202 with regard to any of my financial interests in securities, I will monitor the value of those interests. If the aggregate value of interests affected by a particular matter increases and exceeds the *de minimis* threshold, I will not participate personally and substantially in the particular matter that to my knowledge has a

direct and predictable effect on the interests, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

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.

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 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 federal, state and local government.

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 pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

SECTION 2 – ELASTIC NV

Upon confirmation, I will resign from my position with Elastic NV. I own shares of Elastic NV common stock and unvested restricted stock units (RSUs). I do not hold stock options, restricted stock, or vested RSUs. Upon my resignation from the company, Elastic NV will accelerate the vesting of any unvested RSUs that are scheduled to vest through December 31, 2022. I will forfeit any unvested RSUs that are scheduled to vest on January 1, 2023 or later. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if Elastic NV accelerates the vesting of any of my unvested RSUs, I will not participate personally and substantially in any particular matter involving specific parties in which Elastic NV is a party or represents a party for a period of two years from the date on which those RSUs vested. Furthermore, because I will continue to have an equity interest in Elastic NV, 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), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

SECTION 3 – STRATEGIC EDUCATION, INC.

Upon confirmation, I will resign from my position with Strategic Education, Inc. Because I will continue to own stock in Strategic Education, 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 Strategic Education, 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 4 – JPMORGAN CHASE & CO.

Upon confirmation, I will resign from my position with JPMorgan Chase & Co. Because I will continue to own stock in JPMorgan Chase & Co., 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 JPMorgan Chase & Co., 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 5 – SUPPLY WISDOM, INC.

Upon confirmation, I will resign from my position with Supply Wisdom, Inc. I hold vested stock options, which vested subsequent to filing my OGE Form 278e, and unvested stock options in Supply Wisdom, Inc. I do not hold stock, restricted stock, or restricted stock units. At the time of my resignation, I will retain vested options and will forfeit my unvested stock options. Pursuant to my compensation plan, I will exercise my vested options within 90 days from the date of my departure or they will be forfeited. Because I will continue to have an equity interest in Supply Wisdom, 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), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

SECTION 6 – ORDWAY LABS, INC.

Upon confirmation, I will resign from my position with Ordway Labs, Inc. I hold both vested and unvested stock options in Ordway Labs, Inc. I do not hold stock, restricted stock, or restricted stock units. At the time of my separation, I will retain my vested options and Ordway Labs, Inc. will accelerate the vesting of my unvested stock options. In accordance with my compensation plan, I will exercise my vested options within 90 days from the date of my departure or they will be forfeited. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if Ordway Labs, Inc. accelerates the vesting of any of my unvested stock options, I

will not participate personally and substantially in any particular matter involving specific parties in which this entity is a party or represents a party for a period of two years from the date on which my stock options vested. Furthermore, because I will have an equity interest in Ordway Labs, 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 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).

SECTION 7 – CHAIN BRIDGE I

Upon confirmation, I will resign from my position with Chain Bridge I. I hold stock in Chain Bridge I. I do not hold stock options, restricted stock, or restricted stock units. 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 Chain Bridge I is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). I also will divest my interests in Chain Bridge I, 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 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.

SECTION 8 – OTHER RESIGNATIONS

Upon confirmation, I will resign from my positions with the Council on Foreign Relations and the Cape Elizabeth Land Trust. 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 5 C.F.R. § 2635.502(d).

SECTION 9 – SPEEDWELL ASSOCIATES, INC.

I am the sole proprietor of Speedwell Associates, Inc., through which I used to provide consulting services, but which has been dormant for several years. During my appointment to the position of Ambassador at Large, Speedwell Associates, Inc. will remain dormant and will not advertise. I will not perform any services for the firm, except that I will comply with any requirements involving legal filings, taxes, and fees that are necessary to maintain the firm while it is in an inactive status. As Ambassador at Large, 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 Speedwell Associates, Inc.

SECTION 10 – SPOUSE EMPLOYMENT

My spouse is employed by Northeastern University, 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 Northeastern University, I will not participate personally and substantially in any particular matter involving specific parties in which I know Northeastern University, 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 – SIMON & SCHUSTER, INC.

I receive royalties from Simon & Schuster, Inc., for sales of my audiobook, *One Bullet Away*. 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 Simon & Schuster, Inc., is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 12 – HOUGHTON MIFFLIN HARCOURT

I will receive royalties from Houghton Mifflin Harcourt for sales of the print version of my book, *One Bullet Away*, once I earn out my advance. 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 Houghton Mifflin Harcourt, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 13 – DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest all of the assets listed in Appendix A. With regard to each of these entities in Appendix A, 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 Silver Lake Partners VI Technology Fund, LP and Blackstone Private Credit Fund. With regard to these funds, 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 fund 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 OGE 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 consulting with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 14 – INVESTMENT FUNDS

You have advised me that, at this time, I do not need to divest my interests in Inner Loop Capital Fund LP. At this time, this fund does not pose likely conflicts of interest. However, you have explained that there is a heightened risk of a conflict of interest if this fund is acquiring new holdings. I understand that I am personally responsible for avoiding conflicts of interest with respect to this fund and its holdings and I will monitor the investment information made available to me regarding this fund and consult as appropriate with the Office of the Legal Adviser for Ethics and Financial Disclosure at the Department of State. If in the future the holdings of this fund are determined to pose a conflict with the performance of my official duties, then I may be directed to divest my interest in the fund. In that event, I will do so within 90 days of such order, unless I am unable to divest within 90 days pursuant to the terms of the investment fund. In that situation, I will divest at the earliest opportunity allowed under the terms of the investment fund. With regard to this fund, 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 fund or its 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 15 – 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 'Nathaniel Fick', with a stylized flourish at the end.

Nathaniel Fick

Divestitures

Stocks

Alibaba
Alphabet
Amazon
Apple
AT&T
Boeing
Broadcom
Cisco
Comcast
General Dynamics
Hewlett Packard Enterprises
Honeywell International
Intel Corp
Meta
Microsoft
Netflix
Nvidia
Oracle
Qualcomm
Raytheon
Seagate Technology
Siemens
Texas Instruments
Verizon Communications
Walt Disney