September 7, 2026

Gretchen H. Weaver
Associate General Counsel
for Ethics Advice and Policy
Designated Agency Ethics Official
Department of Health and Human Services
200 Independence Avenue, S.W.
Washington, D.C. 20201

Dear Ms. Weaver:

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 of 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, even if uncompensated; 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. § 2640.201(b) with regard to any of my financial interests in sector mutual funds, I will monitor the value of those interests. If the aggregate value of my interests in sector mutual funds that concentrate in any one sector exceeds $50,000, 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).

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. Other than for the divesture of Blackstone Private Credit Fund Class S A/O (BCRED), I will submit my Certification of Ethics Agreement Compliance documenting my compliance with this ethics agreement within 90 days of my confirmation. With respect to Blackstone Private Credit Fund Class S A/O (BCRED), I will submit my Certification of Ethics Agreement Compliance documenting my compliance with this ethics agreement within 210 days of my confirmation.

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 – MEMORIAL SLOAN KETTERING CANCER CENTER

Upon confirmation, I will take an unpaid leave of absence from my position as Physician, Associate Attending at Memorial Sloan Kettering Cancer Center, New York, New York. I have two mortgages with Memorial Sloan Kettering Cancer Center. Memorial Sloan Kettering Cancer Center currently forgives the interest. During my appointment to the position of Surgeon General, I will pay the interest on these mortgages. 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 Memorial Sloan Kettering Cancer Center, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for either the exemption for employees on leave from institutions of higher learning allowing participation in certain particular matters of general applicability at 5 C.F.R. § 2640.203(b), or another regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I also will not participate personally and substantially in any particular matter involving specific parties in which I know any former patient of mine is a party or represents a party for a period of one year after I last provided service to that patient, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – EMPOWER MD, LLC AND DROP RX

Upon confirmation, I will resign from my position with Drop RX and Empower MD, LLC, which owns Drop RX. I will divest my interest in Empower MD, LLC, prior to assuming the duties of the position of 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 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 also will not participate personally and substantially in any particular matter involving specific parties in which I know Empower MD, LLC or Drop RX is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 4 – US PAIN CARE, LLC

Upon confirmation, I will resign from my position with US Pain Care, LLC. I will divest my interest in US Pain Care, LLC, 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. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I also will not participate personally and substantially in any particular matter involving specific parties in which I know US Pain Care, LLC, 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 not participate personally and substantially in any particular matter involving specific parties in which I know any former patient of mine is a party or represents a party for a period of one year after I last provided service to that patient, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 5 – OTHER RESIGNATIONS

I previously resigned from my positions with the following:

- Fox News Corp
- iHeart Media

For a period of one year after my resignation, I will have a "covered relationship" under the impartiality regulation at 5 C.F.R. § 2635.502 with each of these entities. Pursuant to 5 C.F.R. § 2635.502(d), I will seek written authorization to participate personally and substantially in particular matters involving specific parties in which I know either of these entities is a party or represents a party. Until such an authorization is granted, I will recuse pursuant to the impartiality regulation at 5 C.F.R. § 2635.502 for a period of one year after my resignation.

SECTION 6 – BOOK SALES

I may receive royalties from the following publishers for sales of the following books:

- "Make America Healthy Again," Harper Collins
- "That's What Family's For," Brave Books
- "Panic Attack," Harper Collins
- "Love, Mom," Fox Books

Additionally, I received an advance from Harper Collins for a future book. I agree that during my appointment, I will not perform any services related to the books, including but not limited to any editing, writing, or revisions of the books, nor will I engage in any promotional activities in support for sales of my books. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, as long as I receive royalties or payments, I will have a "covered relationship" under the impartiality regulation at 5 C.F.R. § 2635.502 with each of these entities. Pursuant to 5 C.F.R. § 2635.502(d), I will seek written authorization to participate personally and substantially in particular matters involving specific parties in which I know either of these entities is a party or represents a party. Until such an authorization is granted, I will recuse pursuant to the impartiality regulation at 5 C.F.R. § 2635.502 for a period of one year after my resignation.

SECTION 7 – DIVESTITURES

I will divest my interests in Appendix A as soon as practicable but not later than 90 days after my confirmation. 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 will divest my interests in Blackstone Private Credit Fund Class S A/O (BCRED). I will submit the required notice of divestiture during the first redemption window following my confirmation. Thereafter, I will withdraw from the fund as soon as contractually permitted but in no case later than 210 days after my confirmation. Until I have divested my interests in Blackstone Private Credit Fund Class S A/O (BCRED), 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 or its underlying holdings, 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 divestiture 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 8 – SPOUSE EMPLOYMENT

My spouse is the founder and operator of Coaxial Neurological Specialists, Morristown, New Jersey. For as long as my spouse continues to own and operate Coaxial Neurosurgical

Specialists, 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 Coaxial Neurological Specialists, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

My spouse holds an ownership interest in Summit Intraoperative Neuromonitoring LLC, Chatham, New Jersey. For as long as my spouse has an ownership interest in Summit Intraoperative Neuromonitoring, LLC, 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 Summit Intraoperative Neuromonitoring LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 9 – PARTIAL DIVESTITURES

I will divest my interest in the following entities, except for the holdings of these entities within Corundrum LLC and ABSA, LLC, as soon as practicable but not later than 90 days after my confirmation:

- Bristol-Myers Squibb (BMY)
- Intel Corp. (INTC)
- International Business Machines Corp. (IBM)
- Johnson & Johnson (JNJ)
- JPMorgan Chase & Co. (JPM)
- Kenvue Inc (K)
- Microsoft Corp. (MSFT)
- Pfizer Inc. (PFE)
- The Travelers Cos., Inc. (TRV)
- Verizon Communications, inc. (VZ)

I have been advised that the duties of the position of Surgeon General may involve particular matters affecting the financial interests of the entities that are held within Corundrum LLC and ABSA, LLC that are listed above and the following two entities:

- AP Deauville (personal care product manufacturer)
- Zimmer Biomet Holdings, Inc. (ZBH)

The agency has determined that it is not necessary at this time for me to divest my interests in these entities held within Corundrum LLC and ABSA, LLC because my recusal from particular matters in which these interests pose a conflict of interest will not substantially limit my ability to perform the essential duties of the position of Surgeon General. Accordingly, 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 each of these entities, 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 10 – HHS SPECIFIC COMMITMENTS

In order to avoid any potential conflicts of interest during my appointment as Surgeon General, I, my spouse, and any minor children of mine, will not acquire any additional direct financial interests in entities and are involved, directly or through subsidiaries, and that can be affected by HHS activities, in the following industries: (1) research, development, manufacture, distribution, processing, storage, or sale of pharmaceutical, biotechnology, or medical devices, equipment, preparations, treatments, or products; (2) veterinary products or cosmetics; (3) health care management or delivery; (4) food and/or beverage production, processing, storage, or distribution; (5) manufacture, marketing, sale and distribution of tobacco products; (6) health, disability, or workers compensation insurance or related services; (7) communications media; (8) computer hardware, computer software, and related internet technologies; (9) wireless communications; (10) social sciences and economic research organizations; (11) energy or utilities; or (12) commercial airlines, railroads, ship lines, and cargo carriers; or (13) any sector mutual fund or sector exchange-traded fund that concentrates its investments in one of the aforementioned industries, businesses, and sectors, in a single country other than the United States, or in bonds of a single state within the United States.

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,

9/7/2026

Nicole Saphier

Appendix A

I agree to divest my holdings in these assets:

- 3M Co. (MMM)
- Abbott Laboratories (ABT)
- AbbVie, Inc. (ABBV)
- Adobe, Inc. (ADBE)
- Aflac, Inc. (AFL)
- Agilent Technologies, Inc. (A)
- Air Products and Chemicals, Inc. (APD)
- Airbnb Inc. Class A Common Stock (ABNB)
- Align Technology, Inc. (ALGN)
- Allstate Corp (ALL)
- Alnylam Pharmaceuticals, Inc. (ALNY)
- Alphabet, Inc. (GOOG, GOOGL)
- Alphakeys Millenium FD II LLC Class B
- Altria Group, Inc. (MO)
- Amazon.com, Inc. (AMZN)
- American Electric Power Co., Inc. (AEP)
- Amgen Inc. (AMGN)
- Amphenol Corporation (APH)
- Analog Devices, Inc. (ADI)
- ANSYS, Inc. (ANSS)
- Aon Plc (AON)
- Apple, Inc. (AAPL)
- Archer-Daniels-Midland Co. (ADM)
- Arista Networks, Inc. (ANET)
- Arthur J. Gallagher & Co. (AJG)
- AstraZeneca PLC American Depositary Shares (AZN)
- AT&T Inc (T)
- Atmos Energy Corp. (ATO)
- Autodesk, Inc. (ADSK)
- Automatic Data Processing, Inc. (ADP)
- Becton, Dickinson and Company (BDX)
- BeOne Medicines Ltd. ADR (ONC)
- Berkshire Hathaway Inc. (BRKB)
- Biogen Inc. (BIIB)
- BJ's Wholesale Club Holdings, Inc. (BJ)
- BlackRock, Inc. (BLK)
- Boston Scientific Corp. (BSX)
- Bright Horizons Family Solutions Inc. (BFAM)
- British American Tobacco Industries p.l.c. GB Spon ADR (BTI)
- Bunge Global SA (BG)

- Cadence Design Systems, Inc. (CDNS)
- Cardinal Health, Inc. (CAH)
- CARLSBERG AS SP/ADR (CABGY)
- Carnival Corp. (CCL)
- Carrier Global Corporation Common Stock (CARR)
- Caterpillar, Inc. (CAT)
- Celestica Inc. CAD (CLS)
- Cencora Inc (COR)
- Cenovus Energy Inc CAD (CVE)
- Chevron Corp. (CVX)
- Chubb Ltd. (CB)
- Cisco Systems, Inc. (CSCO)
- Cloudflare Inc. Class A Common Stock (NET)
- CMS Energy Corp. (CMS)
- Cognizant Technology Solutions Corp. (CTSH)
- Colgate-Palmolive Co. (CL)
- Comcast Corp. (CMCS)
- ConocoPhillips (COP)
- Consolidated Edison, Inc. (ED)
- Constellation Energy Corporation Common Stock (CEG)
- Corning, Inc. (GLW)
- Corteva, Inc. (CTVA)
- Costco Wholesale Corp. (COST)
- CrowdStrike Holdings Inc. Class A Common Stock (CRWD)
- CSX Corp. (CSX)
- Cummins, Inc. (CMI)
- CVS Health Corp. (CVS)
- Daikin Industries ADR Limited (DKILY)
- Danaher Corp. (DHR)
- Darden Restaurants, Inc. (DRI)
- Deere & Co. (DE)
- Dell Technologies, Inc. (DELL)
- Delta Air Lines, Inc. (DAL)
- Devon Energy Corp. (DVN)
- Diamondback Energy, Inc. (FANG)
- DigitalOcean Holdings Inc. Common Stock (DOCN)
- Dollar General Corp. (DG)
- Dominion Energy, Inc. (D)
- Dover Corp. (DOV)
- Dow, Inc. (DOW)
- DSV A/S ADR (DSDVY)
- Duke Energy Corp. (DUK)
- DuPont de Nemours, Inc. (DD)
- Ecolab, Inc. (ECL)

- Edwards Lifesciences Corp. (EW)
- Eli Lilly & Co. (LLY)
- Engie Spon ADR (ENGIY)
- EOG Resources, Inc. (EOG)
- EQT Corp. (EQT)
- Equifax, Inc. (EFX)
- Equinix, Inc. (EQIX)
- Essilorluxottica ADR (ESLOY)
- Eversource Energy (ES)
- Exelon Corp. (EXC)
- Exponent, Inc. (EXPO)
- Exxon Mobil Corp. (XOM)
- Fair Isaac Corp. (FICO)
- Fastenal Co. (FAST)
- FedEx Corp. (FDX)
- Fidelity National Information Services, Inc. (FIS)
- Fortinet, Inc. (FTNT)
- Fujitsu Limited Japan ADR (FJTSY)
- Garmin Ltd. (GRMN)
- GE Healthcare Technologies Inc (GEHC)
- GE Vernova Inc (GEV)
- General Dynamics Corp. (GD)
- Gilead Sciences, Inc. (GILD)
- Goldman Sachs Group Inc (GS)
- Hamilton Lane, Inc. (HLNE)
- Hartford Insurance Group (HIG)
- HCA Healthcare, Inc. (HCA)
- Hermes International SCA ADR (HESAY)
- Hewlett-Packard Enterprise Co. (HPE)
- Hitachi Limited ADR New Japan (HTHIY)
- Honeywell International, Inc. (HON)
- ICICI Bank Limited Spon ADR (IBN)
- IDEXX Laboratories, Inc. (IDXX)
- Illinois Tool Works, Inc. (ITW)
- Ingersoll Rand, Inc. (IR)
- Insmed, Inc. (INSM)
- Intuit, Inc. (INTU)
- Intuitive Surgical, Inc. (ISRG)
- IQVIA Holdings, Inc. (IQV)
- Iron Mountain, Inc. (IRM)
- Keysight Technologies, Inc. (KEYS)
- KKR & Co., Inc. (KKR)
- Lennox International, Inc. (LII)
- Linde Plc (LIN)

- Lumentum Holdings, Inc. (LITE)
- LVMH Moet Hennessy Louis ADR (LVMUY)
- LyondellBasell Industries NV (LYB)
- Marathon Petroleum Corp. (MPC)
- Marubeni Corp ADR Japan ADR (MARUY)
- McDonald's Corp. (MCD)
- McKesson Corp. (MCK)
- Medtronic Plc (MDT)
- Merck & Co., Inc. (MRK)
- Meta Platforms Inc. Class A Common Stock (META)
- Mettler-Toledo International, Inc. (MTD)
- Microchip Technology, Inc. (MCHP)
- Micron Technology, Inc. (MU)
- Mondelez International, Inc. (MDLZ)
- Monolithic Power Systems, Inc. (MPWR)
- Monster Beverage Corp. (MNST)
- Morgan Stanley (MS)
- Natera, Inc. (NTRA)
- Nestle SA Spon Switz ADR (NSRGY)
- NextEra Energy, Inc. (NEE)
- Nintendo Limited ADR New Japan ADR (NTDOY)
- NiSource, Inc. (NI)
- Nordson Corp. (NDSN)
- Norfolk Southern Corp. (NSC)
- Novo Nordisk A/S Spon ADR (NVO)
- NRG Energy, Inc. (NRG)
- Nucor Corp. (NUE)
- NVIDIA Corp. (NVDA)
- NXP Semiconductors N.V. Common Stock (NXPI)
- Old Dominion Freight Line, Inc. (ODFL)
- Omnicom Group, Inc. (OMC)
- Oracle Corp. (ORCL)
- Palantir Technologies Inc. Class A Common Stock (PLTR)
- Palo Alto Networks, Inc. (PANW)
- Parker-Hannifin Corp. (PH)
- Paychex, Inc. (PAYX)
- PepsiCo, Inc. (PEP)
- Philip Morris International, Inc. (PM)
- Phillips 66 (PSX)
- PPG Industries, Inc. (PPG)
- Procter & Gamble Co. (PG)
- Progressive Corp. (PGR)
- Prudential Financial, Inc. (PRU)
- Public Service Enterprise Group, Inc. (PEG)

- QUALCOMM, Inc. (QCOM)
- Quest Diagnostics, Inc. (DGX)
- Regeneron Pharmaceuticals, Inc. (REGN)
- Relx Plc Spon ADR (RELX)
- Republic Services, Inc. (RSG)
- ResMed, Inc. (RMD)
- Restaurant Brands International Inc. (QSR)
- Roblox Corporation Class A Common Stock (RBLX)
- Rockwell Automation, Inc. (ROK)
- Rolls Royce Holdings Plc Spon ADR (RYCEY)
- Roper Technologies, Inc. (ROP)
- Royal Caribbean Cruises Ltd. Liberia ORD (RCL)
- Saia, Inc. (SAIA)
- salesforce.com, inc. (CRM)
- Schneider ELEC SE Unsponsored ADR (SBGSY)
- Sempra Energy (SRE)
- ServiceNow, Inc. (NOW)
- Shin Etsu Chem Co Limited ADR (SHECY)
- Shopify Inc Class A (SHOP)
- Siemans A G Spon ADR (SIEGY)
- Sony Group Corp Spon ADR (SONY)
- Southern Company (SO)
- Starbucks Corp. (SBUX)
- STERIS Plc (Ireland) (STE)
- Stryker Corp. (SYK)
- Synopsys, Inc. (SNPS)
- Sysco Corp. (SYY)
- Target Corp. (TGT)
- Teledyne Technologies, Inc. (TDY)
- Tencent Holdings Limited ADR (TCEHY)
- Tesla, Inc. (TSLA)
- Texas Instruments Incorporated (TXN)
- The Cigna Group (CI)
- The Coca-Cola Co. (KO)
- The Cooper Cos., Inc. (COO)
- The Hershey Co. (HSY)
- The Kroger Co. (KR)
- The Sherwin-Williams Co. (SHW)
- The Walt Disney Co. (DIS)
- Thermo Fisher Scientific, Inc. (TMO)
- TotalEnergies SE EUR (TTE)
- Trane Technologies plc (TT)
- Twilio, Inc. (TWLO)
- Tyson Foods, Inc. (TSN)

- Uber Technologies, Inc. (UBER)
- UL Solutions Inc (ULS)
- Ulta Beauty, Inc. (ULTA)
- Union Pacific Corp. (UNP)
- United Airlines Holdings, Inc. (UAL)
- United Parcel Service, Inc. (UPS)
- UnitedHealth Group, Inc. (UNH)
- Valero Energy Corp. (VLO)
- Ventas, Inc. (VTR)
- Veralto Corp (VLTO)
- Verisk Analytics, Inc. (VRSK)
- Vertex Pharmaceuticals, Inc. (VRTX)
- Viatris Inc. Common Stock (VTRS)
- Vistra Energy Corp. (VST)
- W.R. Berkley Corp. (WRB)
- Walmart, Inc. (WMT)
- Warner Bros. Discovery Inc. Series A Common Stock (WBD)
- Waste Management, Inc. (WM)
- WEC Energy Group, Inc. (WEC)
- Welltower, Inc. (WELL)
- Western Digital Corp. (WDC)
- Williams-Sonoma, Inc. (WSM)
- Willis Towers Watson Plc (WTW)
- Xcel Energy, Inc. (XEL)
- Yum! Brands Inc (YUM)
- Zebra Technologies Corp. (ZBRA)
- Zoetis, Inc. (ZTS)