

DATE April 6th, 2021

Mr. Scott F. Thompson
Alternate Designated Agency Ethics Official
Office of the General Counsel
Department of Defense
Washington, DC 20301

Dear Mr. Thompson:

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 Under Secretary of Defense for Intelligence and Security. 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), 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 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 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 – OCEANUS SECURITY STRATEGIES, LLC

My spouse and I own Oceanus Security Strategies, LLC, a pass-through entity established to receive compensation for my consulting activities and for my services as a corporate director and advisory board member. During my appointment to the position of Under Secretary, Oceanus Security Strategies, LLC, will remain dormant and will not advertise. I will not perform any services for the 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 an inactive status. All amounts owed to me by any of clients, including those identified in sections 3 and 4 below, will be fixed before I assume the duties of the position of Under Secretary, 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. Finally, during my appointment to the position of Under Secretary, 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 Oceanus Security Strategies, LLC.

SECTION 3 – CLIENTS OF OCEANUS SECURITY STRATEGIES, LLC, IN WHICH I HAVE EQUITY OR AN AGREEMENT FOR EQUITY

Upon my confirmation, I will resign my position with Altamira Technologies Corporation. I hold unvested restricted stock units, which partially vest May 1, 2021, and unvested performance shares. I do not hold any other equity in Altamira Technologies Corporation. I will forfeit my unvested restricted stock units and unvested performance shares upon resignation. As soon as practicable but not later than 90 days after my confirmation, I will receive a cash payment from Altamira Technologies Corporation for any vested restricted stock units that I might hold at resignation. 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 Altamira Technologies Corporation until I have divested the vested restricted stock units, 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 this divestiture by receiving the payment within the described timeframe. In addition, 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 Altamira Technologies Corporation is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon my confirmation, I will resign my position with BlueVoyant. I hold unvested and vested restricted stock units. I do not hold any other equity in BlueVoyant. I will forfeit my unvested restricted stock units upon resignation. As soon as practicable but not later than 90 days after my confirmation, I will receive a cash payment from BlueVoyant for my vested restricted stock units. 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 BlueVoyant until I have divested the vested restricted stock units, 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 this divestiture by receiving the payment within the described timeframe. In addition, 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 BlueVoyant is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon my confirmation, I will resign my position with Icapital Network, Inc. I hold unvested restricted stock units, which vest April 30, 2021, vested restricted stock units, and preferred stock. I do not hold any other equity in Icapital Network Inc. I will forfeit any unvested restricted stock units upon resignation. As soon as practicable but not later than 90 days after my confirmation, I will receive a cash payment from Icapital Network, Inc., for my vested restricted units and preferred stock. 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 Icapital Network, Inc., until I have divested the vested restricted stock units and preferred stock, 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 these divestitures by receiving the payment within the described timeframe. In addition, 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 Icapital Network, Inc., is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

In January 2021, I signed an agreement with Prime Movers Lab, LLC, to serve as an advisor. The agreement provides for cash compensation and for carried interest if I remain with the firm through February 2022. Upon my confirmation, I will resign my position with Prime Movers Lab, LLC, which will terminate my agreement for any compensation, including carried interest. 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 Prime Movers Lab, 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 my confirmation, I will resign my positions with Resolute Public Affairs and Resolute Strategic Services. I hold vested restricted stock units in Resolute Strategic Services. I do not hold any other equity in Resolute Strategic Services, and I hold no equity in Resolute

Public Affairs. I will forfeit my vested restricted stock units upon resignation. 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 Resolute Public Affairs or Resolute Strategic 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 addition, 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 service to that client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon my confirmation, I will resign my position with Sequoia, Inc. I hold vested stock options but do not hold any other equity with Sequoia, Inc. I will divest my vested stock options in Sequoia, Inc., through exercise or forfeiture, as soon as practicable but not later than 90 days after my confirmation. If I divest the stock options by exercising them, I will divest the resulting stock 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 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 also will not participate personally and substantially in any particular matter involving specific parties in which I know Sequoia, Inc., is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

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 4 – CLIENTS OF OCEANUS SECURITY STRATEGIES, LLC, IN WHICH I DO NOT HAVE EQUITY OR AN AGREEMENT FOR EQUITY

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

- G2K Labs
- MITRE
- Pallas Advisors
- Yahya Technologies (Y-Tech)

I held consulting positions with Nira, Inc., and Deep Water Point, LLC, which ended in July 2020 and December 2020 respectively. I do not hold any equity or agreement for equity in any of these entities. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my position with each of these entities ended, 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. § 2635.02(d).

SECTION 5 – OTHER POSITIONS

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

- Auburn Seminary
- The Better Angels Society
- Naval Postgraduate School Foundation
- Vibrant Emotional Health

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my position with each of these entities ended, 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).

I will retain my position as trustee of the Ronald and Darlene Moultrie Family Trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Under Secretary. 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 Ronald and Darlene Moultrie Family Trust, 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 – SPOUSE EMPLOYMENT

My spouse is an employee of Wells Fargo and Company through which she receives salary and bonus and holds stock in the firm. 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 Wells Fargo and Company, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 7 – 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,

Ronald Moultrie
Ronald Moultrie