

January 28, 2025

Jolene A. Lauria
Designated Agency Ethics Official
Department of Department
950 Pennsylvania Ave., NW
Washington, DC 20530

Dear Ms. Lauria:

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 Director of the Federal Bureau of Investigation. It is my responsibility to understand and comply with commitments outlined in this Ethics Agreement (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 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 Agreement.

I will not modify this 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 – TRISHUL, LLC

I am the sole proprietor of my consulting firm, which does business as Trishul, LLC. Upon confirmation, my consulting firm will cease engaging in any business, including the representation of clients. During my appointment to the position of Director of the Federal Bureau of Investigation, the firm will remain dormant and will not advertise. I will not perform any services for the firm, except that I will comply with any court orders or subpoenas and any requirements involving legal filings, taxes, and fees that are necessary to maintain the firm while it is in an inactive status. As Director of the Federal Bureau of Investigation, 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 Trishul, LLC. All amounts owed to me by any of my clients will be fixed before I assume the duties of the position of Director of the Federal Bureau of Investigation, 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. In addition, 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 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 or until the client satisfies any outstanding bill, whichever is later, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – DAL FORNO, LLC

I am the sole proprietor of my media and copyright licensing business, which does business as Dal Forno, LLC. Upon confirmation, my media and copyright licensing business will cease engaging in any business, except for receiving licensing income and royalties for books that have already been published. During my appointment to the position of Director of the Federal Bureau of Investigation, the business will remain dormant and will not advertise. I will not perform any services for the business, except that I will comply with any court orders or subpoenas and any requirements involving legal filings, taxes, and fees that are necessary to maintain the business while it is in an inactive status. As Director of the Federal Bureau of Investigation, 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 Dal Forno, LLC. Other than the royalty and licensing income addressed in Section 4 of this agreement, all amounts owed to me by any of my clients will be fixed before I assume the duties of the position of Director of the Federal Bureau of Investigation, 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. In addition, 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 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 or until the client satisfies any outstanding bill, whichever is later, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 4- ROYALTIES AND LICENSING INCOME

I receive royalties from Brave Books, LLC and Vigliano Associates, Ltd., for sales of my books, *The Plot Against the King*, *The Plot Against the King 2000 Mules*, *The Plot Against the King 3: The Return of the King*, and *Government Gangsters*. I receive licensing income from WarRoom, LLC for the use of my book, *Government Gangsters*. 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 Brave Books, LLC, Vigliano Associates, Ltd., or WarRoom, LLC, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 5 – SOLE PROPRIETORSHIPS

I am the sole proprietor of my consulting and media appearance sole proprietorships. Upon confirmation, my sole proprietorships will cease engaging in any business, including the representation of clients. During my appointment to the position of Director of the Federal Bureau of Investigation, my sole proprietorships will remain dormant and will not advertise. I will not perform any services for the sole proprietorships, except that I will comply with any court orders or subpoenas and any requirements involving legal filings, taxes, and fees that are necessary to maintain the sole proprietorships while they are in an inactive status. As Director of the Federal Bureau of Investigation, 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 my sole proprietorships. All amounts owed to me by any of my clients will be fixed before I assume the duties of the position of Director of the Federal Bureau of Investigation, 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. In addition, 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 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 or until the client satisfies any outstanding bill, whichever is later, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 6 – PAYTRIOTS, INC

Upon confirmation, I will resign from my positions with Paytriots, Inc. Following my resignation, I will receive a cash payout of my stock interest before I assume the duties of the position of Director of the Federal Bureau of Investigation, or I will forfeit it. 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 Paytriots, 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 7 – ELITE DEPOT, LTD

I terminated my consulting position with Elite Depot Ltd. effective January 1, 2025. As part of my compensation for this position, I hold unvested restricted stock units in Elite Depot, Ltd., which will vest quarterly between November 1, 2024 through November 1, 2025, with the first portion scheduled to vest on February 1, 2025. I will retain my vested and unvested restricted stock units in Elite Depot Ltd. I have been advised that the duties of the position of Director of the Federal Bureau of Investigation may involve particular matters affecting the financial interests of Elite Depot, Ltd. The agency has determined that it is not necessary at this time for me to divest my interests in Elite Depot, Ltd., because the likelihood that my duties will involve any such matter is remote. 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 Elite Depot, Ltd., for as long as I own 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).

SECTION 8 – VK INTEGRATED SYSTEMS, LLC

Upon confirmation, I will resign from my position with VK Integrated Systems, LLC. I hold vested stock options, unvested restricted stock, and unvested stock options. I do not hold stock, vested restricted stock, or restricted stock units. Upon my appointment, however, I will forfeit any restricted stock or stock option that is unvested as of the date of my appointment. I will divest my vested stock options in VK Integrated Systems and any restricted stock that vests, 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 will not participate personally and substantially in any particular matter involving specific parties in which I know VK Integrated Systems, LLC, 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 – OTHER RESIGNATIONS

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

- Kash Foundation
- Trump Media and Technology Group, Corp

I have previously resigned from my positions with the following entities:

- Epoch Times
- Performance One Media
- Based Apparel, LLC
- Believe Media, LLC
- One & Oh, LLC
- Cavender Consulting

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 5 C.F.R. § 2635.502(d).

SECTION 10 – EMBASSY OF QATAR

I provided consulting services for the Embassy of Qatar which ended in November 2024. For a period of one year after the date that consulting relationship ended in November 2024, I will have a “covered relationship” under the impartiality regulation at 5 C.F.R. § 2635.502 with the country of Qatar. Pursuant to 5 C.F.R. § 2635.502(d), the agency will grant me a written authorization to participate personally and substantially in particular matters involving specific parties in which I know the country of Qatar 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 11 – FAMILY TRUST #1

I will retain my positions as a trustee of Family Trust #1. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Director of the Federal Bureau of Investigation. 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 Family Trust #1, 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 12 – SKELETON COAST, LLC TRUST #1

I will retain my position as managing member of Skeleton Coast, LLC. I will not at any time receive compensation for services that I perform during my Federal appointment. 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 Skeleton Coast, LLC, or its underlying holding, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

SECTION 13 – DIVESTITURES

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

- JPMorgan Chase & Co.
- Marriott International Inc
- Meta Platforms Inc.
- Open Lending Corp.
- GigaCloud Technology Inc.
- Core Scientific Inc. Common Stock
- Intel Corp.
- Rumble Inc.
- PSQ Hldgs Inc.
- Agora Inc. American Depositary Shares
- Advanced Micro Devices, Inc.
- Apple, Inc.
- Caterpillar, Inc.
- Cigna Corp.
- Eli Lilly & Co.
- MP Materials Corp.
- NVIDIA Corp.
- Palantir Technologies Inc. Class A Common Stock
- Snowflake Inc. Class A Common Stock

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.

As soon as practicable but not later than 90 days after my confirmation, I will divest my stock in Core Scientific Inc., and either divest or exercise my call warrants in Core Scientific Inc. If I exercise the call warrants, I will divest the resulting stock not later than 90 days after my confirmation. If I am not able divest or to exercise my call warrants within this timeframe, I will forfeit the call warrants. 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 Core Scientific Inc. 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 the following funds:

- iShares US Financials ETF
- Grayscale Bitcoin ETF

- Grayscale Bitcoin TR ETF
- The Utilities Select Sector SPDR ETF
- VanEck Agribusiness ETF

Until I have completed these divestitures, 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), 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 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 14 – KASH PATEL LEGAL OFFENSE TRUST

I have a legal expense fund trust, the Kash Patel Legal Offense Trust, approved in Virginia. I will instruct the Trustee to terminate the trust before my confirmation and to distribute all existing funds to Sec. 501(c)(3) organizations. The trust will not accept new funds, and I will not use any funds from the trust, after I assume the duties of my position as Director of the Federal Bureau of Investigation.

SECTION 15 – PUBLIC POSTING

I have been advised that this 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,

Kashyap Patel

