

April 25, 2021

Joseph B. Maher
Designated Agency Ethics Official
U.S. Department of Homeland Security
2707 Martin Luther King, Jr. Avenue, SE
Washington, DC 20528

Dear Mr. Maher:

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 for the Cybersecurity and Infrastructure Security Agency, U.S. Department of Homeland 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 – MORGAN STANLEY

Upon confirmation, I will resign from my position with Morgan Stanley. I hold unvested restricted stock units through the Equity Incentive Compensation Plan (EICP). I also have an unvested deferred cash bonus receivable, which is held through the Morgan Stanley Compensation Incentive Plan (MSCIP).

Pursuant to the standard provisions of these plans, upon my resignation, my restricted stock units and my deferred cash bonus receivable will vest. TheEICP restricted stock units will convert to common shares of Morgan Stanley stock, which I will divest 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 Morgan Stanley until I have divested the 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 the divestiture within the timeframe described above. The MSCIP deferred cash bonus receivable will be fixed as of the date of my resignation and paid to me within 30 days. In the event that I divest my Morgan Stanley stock before receiving this bonus, 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 Morgan Stanley to make this payment, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

In addition, 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 that Morgan Stanley 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 – ADDITIONAL NON-FEDERAL POSITIONS

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

- Morgan Stanley Foundation
- Nuru International

- James W. Foley Legacy Foundation
- Theorem Media
- New America Foundation
- National Security Institute at GMU Antonin Scalia Law School
- The Aspen Institute

My position with PT Fund, Inc. (Biden-Harris Transition Team) ended in January 2021. 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 5 C.F.R. § 2635.502(d).

SECTION 4 – SPOUSE EMPLOYMENT

My spouse is employed by Empire State Development/New York State Department of Economic Development in a position for which he receives a fixed annual salary. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for Empire State Development/New York State Department of Economic Development, I will not participate personally and substantially in any particular matter involving specific parties in which I know Empire State Development/New York State Department of Economic Development 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 – OTHER FINANCIAL INTERESTS

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in the entities listed in Appendix A. 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.

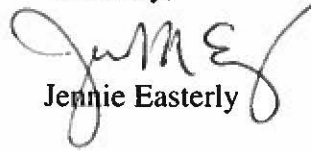
I understand that I may be eligible to request a Certificate of Divestiture for qualifying assets and that a Certificate of Divestiture is effective only if obtained prior to divestiture. Regardless of whether I receive a Certificate of Divestiture, I will ensure that all divestitures discussed in this 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 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 "JME", with a large, sweeping flourish extending from the end of the signature.

Jennie Easterly

APPENDIX A – OTHER FINANCIAL INTERESTS TO BE DIVESTED WITHIN 90 DAYS

AbbVie, Inc. (ABBV)
Allergan Plc (AGN)
AMC Networks Inc. (AMCX)
Autodesk, Inc. (ADSK)
Biogen Inc. (BIIB)
Broadcom, Inc. (AVGO)
Cerence, Inc. (CRNC)
Citrix Systems, Inc. (CTXS)
Comcast Corp. (CMCSA)
Cree, Inc. (CREE)
Discovery, Inc. (DISCA)
DocuSign, Inc. (DOCU)
Dolby Laboratories, Inc. (DLB)
Facebook, Inc. (FB)
FireEye, Inc. (FEYE)
Freeport-McMoRan, Inc. (FCX)
Guardant Health, Inc. (GH)
ImmunoGen, Inc. (IMGN)
International Business Machines Corp. (IBM)
Ionis Pharmaceuticals, Inc. (IONS)
Johnson Controls International Plc (JCI)
L3 Harris Technologies, Inc. (LHX)
Liberty Broadband Corp. (LBRDA)
Liberty Media Corp. (FWONK)
Liberty Media Corp. (FWONA)
Liberty Media Corp. Liberty SiriusXM (LSXMA)
Liberty Media Corp. Liberty SiriusXM (LSXMK)
Lions Gate Entertainment Corp. (LGF.B)
LogMeIn, Inc. (LOGM)
Medtronic Plc (MDT)
Morgan Stanley (MS)
National Oilwell Varco, Inc. (NOV)
NOW, Inc. (DNOW)
Nuance Communications Inc. (NUAN)
Nucor Corp. (NUE)
Occidental Petroleum Corp. (OXY)
Pentair Plc (PNR)
Qurate Retail, Inc. (QRTEA)
Seagate Technology Plc (STX)
TE Connectivity Ltd. (TEL)
Twitter, Inc. (TWTR)
UnitedHealth Group, Inc. (UNH)
Vanguard Health Care Index Fund ETF Class Shares (VHT)
Vertex Pharmaceuticals, Inc. (VRTX)
Western Digital Corp. (WDC)