October 10 2025

Mr. Steven F. Fabry
Deputy Legal Adviser and
Alternate Designated Agency Ethics Official
Office of the Legal Adviser
U.S. Department of State
Washington, D.C. 20520

Re: Ethics Undertakings

Dear Mr. Fabry:

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 to Romania. It is my responsibility to understand and comply with commitments outlined in this agreement.

SECTION 1 – GENERAL COMMITMENTS

If confirmed as Ambassador to Romania, 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 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.

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.

I understand that a heightened prospect of a conflict of interest could exist as to companies that maintain a presence in Romania, because they may be more likely than other companies to seek official assistance from or make contact with the Embassy or otherwise be affected by policies and engagement implemented by the Embassy. I will remain alert to the possible need for recusal where appropriate.

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 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.

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).

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 – STEPTOE, LLP

Upon confirmation, I will resign from my position with the law firm of Steptoe, LLP. I currently have a capital account with the firm, and I will receive a refund of that account after my resignation. Until I have received this refund, 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 the firm to pay this refund, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation or until I receive my refund, whichever is later, I also will not participate personally and substantially in any particular matter involving specific parties in which I know the firm 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, pursuant to the partnership agreement, profit sharing contributions from my salary for 2025 will be deposited into the Plan on April 15, 2026. 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 Steptoe, LLP to make this deposit until I receive the deposit in the Plan, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). 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).

SECTION 3 – SQUIRE PATTON BOGGS, LLP

I resigned from my former position with Patton Boggs, LLP (now known as Squire Patton Boggs, LLP) on January 2014. The Rabbi Trust was established on March 31, 2001. As a condition of establishment, I am entitled to payments from the Rabbi Trust. Payments to me will begin the first quarter ending after I turn 67, which will be 12/31/2026. I will receive a payment in the amount of $14,749.34 for 12 quarters starting then with final payment being made on 9/30/29. 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 Squire Patton Boggs, LLP, to provide this contractual benefit to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, until I receive my final payment, I also will not participate personally and substantially in any particular matter involving specific parties in which I know Squire Patton Boggs, LLP 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 - OTHER RESIGNATIONS

Upon confirmation, I will resign from my position with Positive Coaching Alliance. 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 5 – TRUSTEE POSITIONS

I will retain my position as a trustee of the following trusts:

- Family Trust #1
- Family Trust #2

I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Ambassador to Romania. 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 trusts, 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 – DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my equity interests in the entities listed in Tab 1.

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 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,

Darryl Nirenberg

Tab 1

AbbVie, Inc. (ABBV)
Alcon Inc.
Alphabet, Inc. (GOOG)
Amazon.com, Inc. (AMZN)
Amgen Inc.
Amphenol Corp.
Apple, Inc. (AAPL)
Berkshire Hathaway Inc.
Blackstone Inc. (BX)
Broadcom, Inc. (AVGO)
C.H. Robinson Worldwide, Inc (CHRW)
Cisco Systems, Inc. (CSCO)
Coca-Cola Consolidated, Inc. (COKE)
CrowdStrike Holdings Inc. (CRWD)
Electronic Arts, Inc (EA)
Emerson Electric
Flex LTD
Flowserve Corp
GE Healthcare (GEHC)
Gilead Sciences, Inc. (GILD)
Hewlett-Packard Enterprise Co. (HPE)
Honeywell Intl (HON)
International Business Machines Corp. (IBM)
International Game Technology (IGT)
Intuitive Surgical Inc. (ISRG)
Jazz Pharmaceuticals (JAZZ)
Lockheed Martin Corp. (LMT)
Medtronic Plc (MDT)
Merck & Co, Inc (MRK)
MetLife, Inc.(MET)
Microsoft Corp. (MSFT)
Morgan Stanley (MS)
Novartis AG
Palantir
Philip Morris International Inc (PM)
Proctor & Gamble
Raytheon Technologies Corporation Common Stock (RTX)
United Therapeutics Corp. (UTHR)
Xcel Energy Inc. (XEL)
Zimmer Biomet Holdings, Inc. (ZBH)

Funds (publicly traded):
Fidelity Digital Health ETF Fidelity Digital Health ETF (FDHT)

Global X Robotics & Artificial Intelligence ETF (BOTZ)
Global X Future Analytics Tech ETF (AIQ)
SPDR MSCI EAFE Strategic Factors Currency Hedged ETF
Vanguard Financials Index Fund ETF Shares (VFH)

Private fund:
CLEARISLE CAPITAL FUND LLC CLASS I - Swap Exchange Fund