April 7, 2026

Raymond Peeler
Acting Legal Counsel/DAEO
U.S. Equal Employment Opportunity Commission
Office of Legal Counsel
131 M Street, N.E.
Washington, D.C. 20507

Dear Mr. Peeler:

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 General Counsel of the Equal Employment Opportunity Commission. 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 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 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 – NORTON ROSE FULBRIGHT US LLP

Upon confirmation, I will resign from my position with the law firm of Norton Rose Fulbright US LLP. I will not receive any partnership share distributions after withdrawing from the firm. I currently have a capital account with the firm, and I will receive a refund of that account within 14 days of my withdrawal from the firm. 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, 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 – MD ANDERSON FOUNDATION

Upon confirmation, I will resign from my position with the MD Anderson Foundation. 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 MD Anderson Foundation 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 – DIVESTITURES

I will divest my interests in the entities listed in ATTACHMENT 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.

If I rely on a *de minimis* exemption under 5 C.F.R. § 2640.202 with regard to any of my financial interests in securities, I will monitor the value of those interests. If the aggregate value of interests affected by a particular matter increases and exceeds the *de minimis* threshold, I will not participate personally and substantially in the particular matter that to my knowledge has a direct and predictable effect on the interests, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

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 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 my consultation with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 5 – SPOUSE EMPLOYMENT

My spouse is employed by Christ the King Preschool, in a position for which my spouse receives a fixed salary. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for Christ the King Preschool, I will not participate personally and substantially in any particular matter involving specific parties in which I know Christ the King Preschool is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

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,

Carter Crow

ATTACHMENT A

Crow, Carter
Ethics Agreement

- AbbVie Inc. (ABBV)
- Agnico Eagle Mines Limited (AEM)
- Alphabet Inc. (GOOGL)
- Amazon.com, Inc. (AMZN)
- Amphenol Corporation (APH)
- Apple Inc. (AAPL)
- The Bank of New York Mellon Corporation (BK)
- BlackRock, Inc. (BLK)
- Boston Scientific Corporation (BSX)
- Broadcom Inc. (AVGO)
- Cencora, Inc. (COR)
- Costco Wholesale Corporation (COST)
- Dell Technologies Inc. (DELL)
- DICK'S Sporting Goods, Inc. (DKS)
- Eli Lilly and Company (LLY)
- Entergy Corporation (ETR)
- Exxon Mobil Corporation (XOM)
- The Goldman Sachs Group, Inc. (GS)
- Hilton Worldwide Holdings Inc. (HLT)
- The Home Depot, Inc. (HD)
- Howmet Aerospace Inc. (HWM)
- Johnson Controls International plc (JCI)
- JPMorgan Chase & Co. (JPM)
- Live Nation Entertainment, Inc. (LYV)
- Martin Marietta Materials, Inc. (MLM)
- Meta Platforms, Inc. (META)
- Microsoft Corporation (MSFT)
- Netflix, Inc. (NFLX)
- NVIDIA Corporation (NVDA)
- Palo Alto Networks, Inc. (PANW)
- Parker-Hannifin Corporation (PH)
- The Procter & Gamble Company (PG)
- The Progressive Corporation (PGR)
- Ross Stores, Inc. (ROST)
- S&P Global Inc. (SPGI)
- Tesla, Inc. (TSLA)
- Thermo Fisher Scientific Inc. (TMO)
- Union Pacific Corporation (UNP)
- Verizon Communications Inc. (VZ)

- Visa Inc. (V)
- Walmart Inc. (WMT)
- Welltower Inc. (WELL)
- Western Digital Corporation (WDC)