

June 19, 2018

Susan F. Beard
Designated Agency Ethics Official
U.S. Department of Energy
1000 Independence Ave., S.W., Suite 6A-211
Washington, DC 20585

Dear Ms. Beard:

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 Assistant Secretary of Energy for Cybersecurity, Energy Security, and Emergency Response of the U.S. Department of Energy.

As required by 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 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 officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

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 exemption at 5 C.F.R. § 2640.201(a), or obligations of the United States.

Upon confirmation, I will resign from my position with NIC. I currently hold unrestricted stock and unvested, restricted stock. I do not hold any stock options or vested restricted stock. Pursuant to company policy, NIC may accelerate the vesting of all or a portion of my unvested, restricted stock. Once vested, this stock is not subject to any restrictions. I intend to ask NIC to vest my unvested, restricted stock; however, I will forfeit any restricted stock that is not vested before I assume the duties of the position of Assistant Secretary. I will divest my unrestricted stock in NIC within 90 days of 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). If NIC accelerates the vesting of any of my restricted stock, I will not participate personally and substantially in any particular matter involving specific parties in which I know NIC is a party or represents a party for a period of two years from the date on which my restricted stock vested, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c). If NIC does not accelerate the vesting of my restricted stock, I will not participate personally and substantially in any particular matter involving specific parties in which I know NIC is a party or represents a party for a period of one year after my resignation, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I am the sole owner KE&T Partners LLC, a limited liability company that provides strategic consulting services. Upon confirmation, this entity will cease engaging in any business, including the continuation of any current contractual arrangements with clients. During my appointment to the position of Assistant Secretary, the entity 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 inactive status. As Assistant 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 KE&T Partners LLC. All amounts owed to me by any of my clients will be fixed before I assume the duties of the position of Assistant Secretary, except as noted below for AFS, 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, 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 authorized to participate, pursuant to 5 C.F.R. § 502(d). For the duration of my appointment as Assistant Secretary, I will also not participate personally and substantially in any particular matter in which I know I previously appeared before, or directly communicated with, an agency of the Federal government on behalf of any client of KE&T Partners LLC, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Accenture Federal Services (AFS), a subsidiary of Accenture LLP, is a client of KE&T Partners LLC. Upon confirmation, I will resign from my position with AFS. Pursuant to my engagement letter, I will receive a *pro rata* payment of director's fees earned during the fiscal year quarter in which I resign. AFS will calculate this payment using an objective formula and will reduce the director's fees proportionally to compensate me only for the portion of the quarter during which I will have worked for AFS. If I begin my service as Assistant Secretary prior to receiving this payment, 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 AFS to make this payment, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). 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 AFS or Accenture LLP is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SineWave Ventures Partners, LLC is a client of KE&T Partners LLC. Upon confirmation and prior to assuming the duties of Assistant Secretary, I will forfeit my unvested ownership interest in SineWave Ventures Partners, LLC. For a period of one year after I last provided service to SineWave Ventures Partners, LLC, I also will not participate personally and substantially in any particular matter involving specific parties in which I know this entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, I will resign from my positions with the following entities: Center for Internet Security and Gemological Institute of America. 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).

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 will meet in person with you during the first week of my service in the position of Assistant Secretary of Energy for Cybersecurity, Energy Security, and Emergency Response in order to complete the initial ethics briefing required under 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will document my compliance with this ethics agreement by notifying you in writing when I have completed the steps described in this ethics agreement.

I have been advised that this ethics agreement will be posted publicly, consistent with 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.

I understand that as an appointee, I am required to sign the Ethics Pledge (Exec. Order no. 13770) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this ethics agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen S. Evans", with a stylized, flowing script.

Karen S. Evans