

Aug 1, 2025

Ms. Danica Irvine
Alternate Designated Agency Ethics Official
Office of the General Counsel
Department of Defense
Washington, DC 20310

Dear Ms. Irvine:

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 Chief Information Officer of the Department of Defense. 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 7 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 – IMAGE PROOF LLC

I resigned from my position with Image Proof LLC in May 2025 and became a non-managing member of this entity. As the Alternate Designated Agency Ethics Official for the Department of Defense, you have advised me that it is not necessary at this time for me to divest from my interest in Image Proof LLC because my recusal from particular matters in which this interest poses a conflict of interest will not substantially limit my ability to perform the essential duties of the position of Chief Information Officer. I understand I will be recused from all particular matters that to my knowledge have a direct and predictable effect on my financial interests in the industry of software companies that capture photo and video media, which is then minted to the blockchain for authenticity verification. I will remain vigilant in identifying any particular matters affecting the interests of this entity, including both particular matters involving specific parties and particular matters of general applicability. You have explained that particular matters of general applicability are much broader than particular matters involving specific parties because they include every particular matter that is focused on the interests of a discrete and identifiable class of persons, such as an industry. 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 Image Proof LLC, 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 3 – GUIDE TIME, INC.

Upon confirmation, I will resign from my position with Guide Time, Inc. I hold unvested series seed preferred stock units from my position with Guide Time, Inc., and a convertible note with Guide Time, Inc., that is unrelated to my position with Guide Time, Inc. I do not hold any other equity interests in the company. I will forfeit my unvested series seed preferred stock units upon separation. Because I will continue to have an equity interest in Guide Time, Inc. from my convertible note, 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, 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 4 – NIGHTDRAGON MANAGEMENT COMPANY, LLC

Upon confirmation, I will resign from my position with NightDragon Management Company, LLC. Pursuant to my advisory board member agreement, I am eligible for carried interest distributions from NightDragon Growth II L.P. I will forfeit my carried interest upon separation. I do not hold any other equity interests in NightDragon Management Company LLC or NightDragon Growth II L.P. 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 NightDragon Management Company, 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 – CLAROTY LTD

Upon confirmation, I will resign from my position with Claroty Ltd. I do not hold any equity interests in the company. The company has the option to grant shares to advisors upon a company event. If such an event occurs prior to my resignation and the company decides to grant me shares, I will divest my interest 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 Claroty Ltd 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 – INSTITUTE FOR CYBER CIVICS

I am the founder, CEO, and sole operator of the Institute for Cyber Civics. Upon confirmation, the organization will cease engaging in any business. During my appointment to the position of Chief Information Officer, the organization will remain dormant and will not advertise. I will not perform any services for the organization, 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 Chief Information Officer, 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 Institute for Cyber Civics, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 7 – QUADPAWZ SECURITY LLC

I am the sole member of QuadPawz Security, LLC, which is used to receive business income. Upon confirmation, QuadPawz Security, LLC, will cease engaging in any business, including the representation of clients. During my appointment to the position of Chief Information Officer, the LLC will remain dormant and will not advertise. I will not perform any services for the LLC, 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 LLC while it is in an inactive status. As Chief Information Officer, 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 QuadPawz Security, LLC. All amounts owed to me by any of my clients will be fixed before I assume the duties of the position of Chief Information Officer, 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, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 8 – UNILEVER

I resigned from my position with Unilever in June 2024. I hold common stock and unvested restricted stock with Unilever. I do not currently hold vested restricted stock, but pursuant to the company's performance share plan, my unvested restricted stock shares will vest annually according to the company vesting schedule. I do not hold any other equity interests in the company. Because I will continue to have an equity interest in Unilever, 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 Unilever, Inc., 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 9 – TALON CYBER SECURITY LTD

I resigned from my position with Talon Cyber Security LTD in December 2023. I do not hold any equity interests in the company. Pursuant to my advisory board agreement, I will receive the remaining amount of cash owed to me that was held in escrow following the 2023 sale of this company. This amount reflects the remaining cash payment for my restricted stock units that vested upon the sale of the company. Until I receive 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 Talon Cyber Security LTD to make this payment, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 10 – OTHER RESIGNATIONS

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

- Team8 LTD
- NYU Tandon School of Engineering
- National Security Institute's Cyber and Tech Security Council

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 11 – FAMILY TRUSTS

I will retain my positions as a trustee of Family Trust #1, Family Trust #2, and Family Trust #3. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Chief Information Officer. 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 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 12 – DIVESTITURE

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.

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

- SPDR Gold Trust Gold Shares (GLD)
- ABRDN Physical Precious Metals Basket ETF (GLTR)
- iShares Gold Trust (IAU)
- iShares Silver Trust (SLV)

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.

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in Stellar (XLM) and Ripple (XRP). With regard to this virtual currency, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my financial interests in the virtual currency until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). I have verified that I will be able to carry out the divestiture 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).

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.

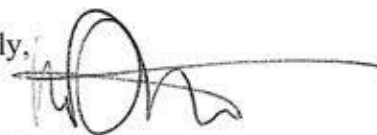
SECTION 13 – OTHER COMMITMENTS

In addition to the impartiality regulation at 5 C.F.R. § 2635.502, I understand that as an employee of the Department of Defense I will be required to comply with Section 1117 of the National Defense Authorization Act for Fiscal Year 2022. Therefore, for a period of two years after my resignation from any organization, including a trade organization, for which I served as an employee, officer, director, trustee, or general partner, I will not knowingly participate personally and substantially in any particular matter involving specific parties in which that organization is a party or represents a party to the matter, unless I am authorized to participate, pursuant to Section 1117(b).

SECTION 14 – 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 'Kirsten Davies', with a long horizontal flourish extending to the right.

Kirsten Davies

ATTACHMENT A

Davies, Kirsten
Ethics Agreement

1. Accenture
2. Alphabet/Google
3. Amazon
4. Apple, Inc.
5. Boeing Company
6. Broadcom
7. Chevron
8. Coreweave
9. Fastenal
10. Huntington Ingalls Industries
11. Integrity Partners Cyber, LLC
12. JP Morgan Chase & Co
13. Linde
14. Meta Platforms Inc.
15. Microsoft
16. Nagomi Security Inc
17. Netflix
18. Nvidia
19. Palantir
20. Taiwan Semiconductor Manufacturing Company
21. Texas Instruments