

September 10, 2025

Randall J. Hall
Associate General Counsel for Ethics
Designated Agency Ethics Official
U.S. Department of Health and Human Services
Room 710-E, Hubert H. Humphrey Building
200 Independence Avenue SW
Washington, DC 20201

Dear Mr. Hall:

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 Surgeon General of the Public Health Service, Office of the Assistant Secretary for Health, at the U.S. Department of Health and Human Services. 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), or obligations of the United States.

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 – LEVELS HEALTH, INC.

Upon confirmation, I will resign from my position as an advisor with Levels Health, Inc. I hold vested and unvested stock options and vested restricted stock in Levels Health, Inc. I do not hold any unvested restricted stock or common stock. I will forfeit all Levels Health, Inc. unvested stock options at the time of my resignation. I will divest my vested stock options and stock in Levels Health, Inc., as soon as practicable but not later than 90 days after my confirmation. If I divest the stock options by exercising them, I will divest the resulting stock 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 also not participate personally and substantially in any particular matter involving specific parties in which I know Levels Health, Inc., 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 – VIOLET FLAME HI, LLC

I am the sole managing member of Violet Flame HI, LLC, which has been used as a pass-through entity for funds received for book royalties and advances. During my appointment to the position of Surgeon General of the Public Health Service, Violet Flame HI, LLC, will only receive book royalties and outstanding advance payments and will not advertise. I will not perform any services for this entity, 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 company while it is in an inactive status. As Surgeon General of the Public Health Service, 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 Violet Flame HI, LLC.

SECTION 4 – VIOLET FLAME, LLC

I am the sole managing member of Violet Flame, LLC, an S corporation that has been used as a pass-through entity for funds received for honoraria, advances, sponsorships for my newsletter, partnership fees (i.e., fees from product sales generated through my newsletter and social media), and other income. Upon my confirmation, I will stop producing my newsletter and monetized social media posts, as well as providing other services through this entity. All partnership agreements with outside entities will terminate prior to my entering government service. All amounts owed to me by any of my partners or clients will be fixed before I assume the duties of the position of Surgeon General of the Public Health Service, 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. Prior to my entering government service, I will begin the process to dissolve this entity. 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 Violet Flame, LLC until it is dissolved. 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, whichever is later, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Violet Flame, LLC, is identified as the owner of two trademark applications (trademark application no. 98/753,074 and trademark application no. 98/752,949). If a trademark application is approved, I understand that I may not use or license out the trademark during my appointment to the position of Surgeon General of the Public Health Service. In the event Violet Flame, LLC dissolves, I will assign the trademarks' ownership from Violet Flame LLC to Violet Flame HI LLC.

SECTION 5 – GOOD ENERGY HEALTH, LLC

I was a co-owner and member of Good Energy Health, LLC, which was used as a pass-through entity for funds received for book advances from publishers. I previously resigned from this position in June 2025, and the entity is in the process of being dissolved. Until the entity is dissolved, 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 Good Energy Health, LLC. 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 employer or client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 6 – BOOK SALES

I receive royalties and/or advances from the publishers listed in the enclosed Appendices for sales of my book, *Good Energy: The Surprising Connection Between Metabolism and*

Limitless Health. I receive these royalties through my agent, Inkwell Management, LLC. I agree that during my appointment, I will not perform any services related to the book, including but not limited to any editing, writing, or revisions of the book, nor will I engage in any promotional activities in support for sales of my book. Until the publishers listed in the enclosed Appendix B have completed their advance payments to me, 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 these entities to make the payments, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Furthermore, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, until all of the payments for royalties and/or advances are made, I will not participate personally and substantially in any particular matter involving specific parties in which I know any of the publishers listed in the enclosed Appendices or Inkwell Publishing, 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 7 – RUPA, INC.

Upon confirmation, I will resign from my position with Rupa, Inc. Rupa, Inc., was acquired by Fullscript in October 2024. I have a fixed amount owed to me for services provided for an on-demand online course. 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 Rupa, Inc., to pay this amount. In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation or until Rupa, Inc., satisfies the outstanding payment, whichever is later, I will not participate personally and substantially in any particular matter involving specific parties in which I know Fullscript, Rupa, Inc., or any other subsidiary of Fullscript is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 8 – ADDITIONAL DIVESTITURES

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

- Airbnb, Inc.
- Alphabet, Inc., Class A and Class C stock
- Altria Group, Inc.
- Apple, Inc.
- Baidu, Inc.
- Berkshire Hathaway, Inc.
- Chevron Corporation
- Duke Energy Corporation
- Function Health, Inc.
- Graco, Inc.
- JPMorgan Chase & Co.
- Philip Morris International, Inc.
- Snap, Inc.
- True Medicine, Inc.

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.

SECTION 9 – CERTIFICATE OF DIVESTITURE AND ASSET REPURCHASES

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 consulting with my agency ethics official and OGE.

SECTION 10 – MAGICLINKS, INC.

My spouse is the founder and chief executive officer of MagicLinks, Inc., and he holds stock and stock options in the company. 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 MagicLinks, Inc., unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 11 – TAKES, INC.

My spouse is an advisor for Takes, Inc., and he intends to resign from this position upon my confirmation. My spouse holds vested and unvested stock options in this entity. My spouse will divest his vested stock options and will forfeit any unvested stock options that Takes, Inc. does not accelerate prior to my entering government service. 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 Takes, Inc. until it is divested, 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). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for Takes, Inc. or until my spouse's equity interest is divested, whichever is later, I will not participate personally and substantially in any particular matter involving specific parties in which I know Takes Inc., is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

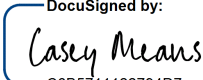
SECTION 12 – OTHER COMMITMENTS

In order to avoid potential conflicts of interest during my appointment as Surgeon General of the Public Health Service, I (including my spouse and minor children, if applicable) will not acquire any direct financial interest in entities listed on the Food and Drug Administration's prohibited holdings list or in entities involved, directly or through subsidiaries, in the following industries or businesses: (1) research, development, manufacture, distribution, processing, storage, or sale of pharmaceutical, biotechnology, or medical devices, equipment, preparations, treatments, or products; (2) veterinary products or cosmetics; (3) healthcare management or delivery; (4) food and/or beverage production, processing, storage, or distribution; (5) manufacture, marketing, sale and distribution of tobacco products; (6) health, disability, or workers compensation insurance or related services; (7) communications media; (8) computer hardware, computer software, and related internet technologies; (9) wireless communications; (10) social sciences and economic research organizations; (11) energy or utilities; or (12) commercial airlines, railroads, ship lines, and cargo carriers. In addition, I (including my spouse and minor children, if applicable) will not acquire any interests in any sector mutual fund or sector exchange-traded fund that concentrates its investments the Food and Drug Administration's prohibited holdings list, in any of the aforementioned industries or businesses, in a single country other than the United States, or in bonds of a single State within the United States.

SECTION 13 – 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 OGE with ethics agreements of other presidential nominees who file public financial disclosure reports.

Sincerely,

DocuSigned by:

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Casey Means

APPENDIX A

List of publishers of *Good Energy: The Surprising Connection Between Metabolism and Limitless Health* that have provided advance payments.

- Avery Publishing (Penguin Group)
- 1980 Book Limited Co.
- Apgads Zvaigzne
- Beijing Science and Technology Publishing Co. Limited
- BookChef Publishing, LLC
- Bookdance Publishing
- Brafo, AB
- Carobna Knjiga
- Ciela Norma
- Common Life Publishing Co. Limited
- Dogan Yayinlari
- Edesviz Kiado Kft.
- Editora Sextante (Gmt Editores Ltda.)
- Guy Tredaniel Editeur
- HarperCollins Publishers Limited
- Jarir Marketing Company
- Matar Triwaks Publishers
- Monsudar Publishing, LLC
- MyMirror Publishing House
- Progress Kniga Limited
- Stilus Kniga
- UAB Liutai Ne Avys

APPENDIX B

List of publishers of *Good Energy: The Surprising Connection Between Metabolism and Limitless Health* that owe advance payments.

- ABP Publishing Limited
- Chiara B., DOO
- Grupa Wydawnicza Filia Spolka
- JMA Management Center, Inc.
- Mondadori Libri S.p.A. (Mondadori Libri)
- ProgressGuru
- Psychogios Publications
- PT Gramedia Pustaka Utama - M&C
- Shtepia Botuese BOTART
- Ullstein Buchverlage GmbH
- Vydavatel'stvo Tatran