

August 12, 2022

Mr. Richard C. Visek
Acting Legal Adviser and
Designated Agency Ethics Official
Office of the Legal Adviser
U.S. Department of State
Washington, D.C. 20520

Re: Ethics Undertakings

Dear Mr. Visek:

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 the Czech Republic. It is my responsibility to understand and comply with commitments outlined in this agreement.

SECTION 1 – GENERAL COMMITMENTS

If confirmed as Ambassador to the Czech Republic, 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; 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.

I understand that a heightened prospect of a conflict of interest could exist as to companies that maintain a presence in the Czech Republic, 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.

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 direct the account manager or investment professional 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 or investment professional 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.

I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13989) and that I will be bound by it. Among other obligations, I will be required to recuse from particular matters involving specific parties involving my former employer or former clients for a period of two years after I am appointed, with the exception of federal, state and local government.

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 – RESIGNATIONS

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

- Academia Inc.
- Alfred Club Inc.

- Splash
- Boston College
- Beaver Country Day School, Inc.
- St. Mark's School

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 3 – SPARK CAPITAL PARTNERS LLC AND RELATED FUNDS

A. RESIGNATIONS

I previously resigned my position as Managing Member with Spark Capital Partners, LLC. I have retained my position as Key Man and Managing Member of the following funds following my resignation from Spark Capital Partners LLC. Upon my confirmation to and prior to assuming the duties of the position of Ambassador to Czech Republic, I will resign from all of my positions with and cease to participate and provide any services associated with my contractual obligations as “Key Man” or “Managing Member” for the following entities:

- Spark Management Partners, LLC (Managing Member only);
- Spark Management Partners II, LLC;
- Spark Management Partners III, LLC;
- Spark Management Partners IV, LLC;
- Spark Management Partners V, LLC;
- Spark Management Partners VI, LLC;
- Spark Growth Management Partners, LLC;
- Spark Growth Management Partners II LLC;
- Spark Growth Management Partners III LLC.

I will not assume the duties of the position of Ambassador until I have ceased serving as “Key Man” or “Managing Member” for each of the above listed funds. I will continue to have a financial interest in these entities, but I will not provide services material to the production of income. Instead, I will receive only passive investment income from them. 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 of these entities or their underlying holdings, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

B. CONTINUED VESTING OF CERTAIN INTERESTS

I have reached an agreement with Spark Capital Partners, LLC, to resolve an ambiguity as to whether my remaining unvested economic interests in guaranteed payments, carried

interest, and equity in certain Spark funds is subject to forfeiture or repurchase after I resign and cease to provide any services, or whether such interests would continue to vest. Pursuant to this agreement, unvested portions of my rights in guaranteed payments, carried interest, and equity in Spark funds will vest on the preexisting schedule for a period of two years after the termination of my duties to Spark Capital Partners, LLC after which no further vesting would occur. Further detail is provided below.

C. GUARANTEED PAYMENTS

As a former managing member of Spark Capital Partners, LLC, I am entitled to receive quarterly guaranteed payments from Spark Capital Partners, LLC based on management fees from each fund, less each fund's share of the operating expenses:

- Spark Management Partners IV, LLC (payments ending 2023);
- Spark Management Partners V, LLC (payments ending 2027);
- Spark Management Partners VI, LLC (payments ending 2030);
- Spark Growth Management Partners, LLC (payments ending 2024);
- Spark Growth Management Partners II, LLC (payments ending 2027);
- Spark Growth Management Partners III, LLC (payments ending 2030).

My entitlement to these guaranteed payments is fully vested with regard to all of the funds except for Spark Management Partners VI, LLC and Spark Growth Management Partners III, LLC. With regard to those two funds, my interest in 27% of the quarterly payments is already vested and not subject to forfeiture. Pursuant to my partnership agreement, my interest in an additional 2-3% of the payments vests and is no longer subject to forfeiture for each quarter I continue to be available to provide "Active Portfolio Involvement" as a "Retired Long-Term Member" of the partnership. As noted above, I will cease to provide any services following my confirmation and will no longer be considered a retired long-term member eligible for further vesting of my interests in the guaranteed payments. I have reached an agreement with Spark Capital Partners LLC to continue the vesting of my interest in quarterly payments for a period of two years after the termination of my duties to Spark Capital Partners, LLC. During that two-year period, my interest in quarterly payments will vest at a rate of 3% vesting each quarter until Apr. 1, 2025, and 2% vesting each quarter thereafter (if the 2 year period extends beyond Apr. 1, 2025). No other unvested interests in these funds will vest while I am a government employee, and Spark Capital Partners LLC may require forfeiture of my remaining unvested interest in the quarterly payments associated with Spark Management Partners VI, LLC and Spark Growth Management Partners III, LLC. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years after the rights specified in my agreement with Spark Capital Partners, LLC become effective, I will not participate personally and substantially in any particular matter involving specific parties which Spark Capital Partners, LLC; Spark Management Partners VI, LLC; or Spark Growth Management Partners III, LLC is a party or represents a party, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c). For so long as I continue to have a financial interest arising from these guaranteed payments, I will not participate personally

and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interest of the funds, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

D. CARRIED INTEREST

I have carried interest in the following Spark funds:

- Spark Management Partners, LLC;
- Spark Management Partners II, LLC;
- Spark Management Partners III, LLC;
- Spark Management Partners IV, LLC;
- Spark Management Partners V, LLC;
- Spark Management Partners VI, LLC;
- Spark Growth Management Partners, LLC;
- Spark Growth Management Partners II LLC;
- Spark Growth Management Partners III LLC.

My percentage of the carried interest is fully vested with regard to Spark Management Partners, LLC, Spark Management Partners II, LLC and Spark Management Partners III, LLC. With regard to the other funds, the following are vested:

- 93% of my percentage of carried interest from Spark Management Partners IV, LLC,
- 62% of my percentage of the carried interest from Spark Management Partners V, LLC,
- 27% of my percentage of the carried interest from Spark Management Partners VI, LLC,
- 88.75% of my percentage of the carried interest from Spark Growth Management Partners, LLC,
- 60% of my percentage of the carried interest from Spark Growth Management Partners II, LLC, and
- 27% of my percentage of the carried interest from Spark Growth Management Partners III, LLC.

With regard to Spark Management Partners IV, LLC and Spark Growth Management Partners, LLC, my interest in an additional 0.417% of my percentage of the carried interest vests each month while I continue to be a managing member of the funds. With regard to Spark Management Partners V, LLC, Spark Management Partners VI, LLC, Spark Growth Management Partners II, LLC, and Spark Growth Management Partners III, LLC, my interest in an additional 2-3% of my percentage of the carried interest vests each quarter while I continue to be a managing member of the funds. As noted above, I will resign from my positions as managing member of the funds and cease to provide any services following my confirmation. I

have reached an agreement with Spark Capital Partners LLC to continue the vesting of carried interest for a period of two years after the termination of my position as managing member for these funds. The vesting schedule for each fund over the two-year period is described in Appendix A. No other unvested carried interest will vest while I am a government employee, and Spark Capital Partners, LLC, may require forfeiture of my remaining unvested carried interest. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years after the rights specified in my agreement with Spark Capital Partners, LLC, become effective, I will not participate personally and substantially in any particular matter involving specific parties in which Spark Capital Partners, LLC, or any of these funds is a party or represents a party, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c). For so long as I continue to have carried interest in these funds, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interest of the funds, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

E. EQUITY INTERESTS

I also have an equity interest in each of the following Spark funds¹:

- Spark Management Partners, LLC
- Spark Management Partners II, LLC
- Spark Management Partners III, LLC
- Spark Management Partners III, LLC, Friend's Fund
- Spark Management Partners IV, LLC
- Spark Management Partners IV, LLC, Friend's Fund
- Spark Management Partners V, LLC
- Spark Management Partners VI, LLC
- Spark Growth Management Partners, LLC
- Spark Growth Management Partners, LLC, Friend's Fund
- Spark Growth Management Partners II, LLC
- Spark Growth Management Partners III, LLC
- Spark Member Fund, L.P.

My equity interest is fully vested with regard to Spark Management Partners, LLC, Spark Management Partners II, LLC, Spark Management Partners III, LLC, Spark Management Partners III, LLC, Friend's Fund, and Spark Member Fund, L.P. With regard to the other funds, I have a vested equity interest in the funds that is equal to the below percentage of all outstanding equity I am eligible for under my current partnership agreement:

¹ The OGE Form 278e I filed in connection with my nomination to this position identifies an equity interest Spark Management Partners II (AIV I). This fund was dissolved earlier this year, and I no longer have an interest in the fund. Final distributions have been made and there are no longer any outstanding investments in this fund.

- 93% of my equity interest in Spark Management Partners IV, LLC, and Spark Management Partners IV, LLC, Friend's Fund,
- 62% of my equity interest in Spark Management Partners V, LLC,
- 27% of my equity interest in Spark Management Partners VI, LLC,
- 88.75% of my equity interest in Spark Growth Management Partners, LLC, and Spark Growth Management Partners, LLC, Friend's Fund,
- 60% of my equity interest in Spark Growth Management Partners II, LLC, and
- 27% of my equity interest in Spark Growth Management Partners III, LLC.

Pursuant to my partnership agreements, I am entitled to receive an additional 0.417% of vested equity each month in Spark Management Partners IV, LLC, Spark Management Partners IV, LLC, Friend's Fund, Spark Growth Management Partners, LLC, and Spark Growth Management Partners, LLC, Friend's Fund on a monthly basis and an additional 2-3% of vested equity in Spark Management Partners V, LLC, Spark Management Partners VI, LLC, Spark Growth Management Partners II, LLC, and Spark Growth Management Partners III, LLC on a quarterly basis. I have reached an agreement with Spark Capital Partners LLC to continue the vesting of equity for a period of two years after the termination of my managing member position with Spark Capital Partners, LLC. The vesting schedule for each fund over the two-year period is described in Appendix A. I am not entitled to receive and will not receive any other equity in these funds while I am a government employee. Spark Capital Partners, LLC, is entitled to repurchase any remaining unvested equity shares at cost. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years after the rights specified in my agreement with Spark Capital Partners, LLC, become effective, I will not participate personally and substantially in any particular matter involving specific parties in which Spark Capital Partners, LLC, or any of these funds is a party or represents a party, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c). For so long as I continue to have an equity interest in these funds, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interest of the funds, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

You have advised me that, at this time, I do not need to divest my interests in Spark Management Partners, Spark Management Partners II, Spark Management Partners III, Spark Management Partners V, Spark Management Partners VI, Spark Growth Management Partners III. At this time, these funds do not pose likely conflicts of interest. I have been advised that the duties of the position of Ambassador to the Czech Republic may involve particular matters affecting the financial interests of the following underlying holdings of Spark Management Partners IV, Spark Growth Management Partners, and Spark Growth Management Partners II: Cyberreason Inc. and Outreach. The Department of State has determined that it is not necessary at this time for me to divest my interests in the funds that hold these entities because my recusal from particular matters in which these interests pose a conflict of interest will not substantially limit my ability to perform the essential duties of the position of Ambassador.

With regard to all of the Spark funds, you have explained that there is a heightened risk of a conflict of interest if any of these funds are acquiring new holdings. I understand that I am personally responsible for avoiding conflicts of interest with respect to these funds and their holdings and I will monitor the investment information made available to me regarding these funds and consult as appropriate with the Office of the Legal Adviser for Ethics and Financial Disclosure at the Department of State. If in the future the holdings of any of these funds are determined by the Department of State to pose a conflict with the performance of my official duties, then I may be directed to divest my interest in such funds. In that event, I will do so within 90 days of such order, unless I am unable to divest within 90 days pursuant to the terms of the investment fund. In that situation, I will divest at the earliest opportunity allowed under the terms of the investment fund. With regard to each of these funds, 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 fund or its underlying holdings, 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). Finally, with respect to each fund that does not qualify as an excepted investment fund, pursuant to 5 C.F.R. § 2634.309, I will also timely file periodic transaction reports (OGE Form 278-T) for all covered transactions involving holdings of the funds.

F. FRINGE BENEFITS

I may enter into a separate agreement with Spark Capital Partners LLC, based on the prevailing market rate, to retain my current health insurance plan, as well as my group medical plan, group dental plan, group vision group term life and accidental death and dismemberment insurance program, long-term disability plan, and short-term disability plan. I also will retain my eligibility to access the Executive Registry Program at Massachusetts General Hospital via Spark Capital's membership after my separation. Spark Capital Partners LLC will make no further payments for these services, and I will pay the full premiums and fees. Spark Capital Partners LLC will make no further payments and I will pay the full premiums. I may also enter into a separate agreement with Spark Capital Partners LLC to secure secretarial services for personal, non-official, services. I will pay for the secretarial services. I also 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 Spark Capital Partners, LLC, to honor its contractual obligation to make the remaining guaranteed payments due to me or to provide the Executive Registry Program benefit, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 4 – MY CLIMATE JOURNEY INVESTMENT FUNDS

I have entered into a contractual subscription arrangement with My Climate Journey Collective to invest in a new MCJ Collective QP rolling fund and a new MCJ Collective Opportunity Fund LP rolling fund on a quarterly basis. I am currently invested in the following funds through the subscription arrangement:

- MCJ Collective, LP - A3
- MCJ Collective, LP - A4
- MCJ Collective QP, LP - B1
- MCJ Collective QP, LP - B2
- MCJ Collective QP, LP - B3
- MCJ Collective Opportunity Fund, LP - A1
- MCJ Collective Opportunity Fund, LP - A2

My contractual arrangement requires that I invest in the next two quarterly MCJ Collective QPs and MCJ Collective Opportunity Funds. At this time, these funds do not pose likely conflicts of interest. However, you have explained that there is a heightened risk of a conflict of interest if any of these funds are acquiring new holdings. I understand that I am personally responsible for avoiding conflicts of interest with respect to these existing and future funds and their holdings and I will monitor the investment information made available to me regarding these funds and consult as appropriate with the Office of the Assistant Legal Adviser for Ethics and Financial Disclosure at the Department of State. If in the future the holdings of any of these funds or any future funds are determined by the Department of State to pose a conflict with the performance of my official duties, then I may be directed to divest my interest in such funds. In that event, I will do so within 90 days of such order, unless I am unable to divest within 90 days pursuant to the terms of the investment fund. In that situation, I will divest at the earliest opportunity allowed under the terms of the investment fund. With regard to each fund, 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 fund or its underlying holdings, 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). With respect to each fund that does not qualify as an excepted investment fund, pursuant to 5 C.F.R. § 2634.309, I will also timely file periodic transaction reports (OGE Form 278-T) for all covered transactions involving holdings of the funds. Finally, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, until the subscription arrangement with My Climate Journey Collective ends, I will not participate personally and substantially in any particular matter involving specific parties in which I know My Climate Journey Collective, 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- OTHER INVESTMENT FUNDS

You have advised me that, at this time, I do not need to divest my interests in the following funds:

- Eminence Partners Long LLP
- Polychain Ventures III LP
- Lowercarbon 7.81, LP
- Lowercarbon Q>1 Opportunities, LP
- Shine Capital II

- Shine Capital Opportunities Fund I
- Ford Street Ventures I, LP
- Mosaic Ventures Investors Fund II, LP
- Shine Capital Advisor Fund I LP
- Lattice Ventures LLC
- Future Positive I, LP
- VR Global Partners
- Walnut Street Capital Fund I
- USV Climate 2021, LP
- Moxie Ventures

I also have a contractual arrangement to invest in Overture Climate Fund I LP; however, I was not invested in that fund as of the time of filing my OGE Form 278e. At this time, these funds do not pose likely conflicts of interest. However, you have explained that there is a heightened risk of a conflict of interest if any of these funds are acquiring new holdings. I understand that I am personally responsible for avoiding conflicts of interest with respect to these funds and their holdings and I will monitor the investment information made available to me regarding these funds and consult as appropriate with the Office of the Legal Adviser for Ethics and Financial Disclosure at the Department of State. If in the future the holdings of any of these funds are determined by the Department of State to pose a conflict with the performance of my official duties, then I may be directed to divest my interest in such funds. In that event, I will do so within 90 days of such order, unless I am unable to divest within 90 days pursuant to the terms of the investment fund. In that situation, I will divest at the earliest opportunity allowed under the terms of the investment fund. With regard to each of these funds, 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 fund or its underlying holdings, 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). Finally, with respect to each fund that does not qualify as an excepted investment fund, pursuant to 5 C.F.R. § 2634.309, I will also timely file periodic transaction reports (OGE Form 278-T) for all covered transactions involving holdings of the funds.

SECTION 6 – PHOTOGRAPHY, SOLE PROPRIETORSHIP

I am the owner of a photography sole proprietorship. Upon confirmation, I will cease to engage in any business. During my appointment to the position of Ambassador, the sole proprietorship will remain dormant and will not advertise. I will not perform any services for the sole proprietorship, except that I will comply with any requirements involving legal filings, taxes and fees that are necessary to maintain the sole proprietorship while it is in an inactive status. As Ambassador, 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 sole proprietorship.

SECTION 7 – TRUSTEE POSITIONS

I will retain my position as a trustee of the:

- Bijan R. Sabet 2011 Revocable Trust
- BLS Capital Trust
- Lauren R. Sabet 2011 Revocable Trust.

I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Ambassador. 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 Bijan R. Sabet 2011 Revocable Trust, the BLS Capital Trust, or the Lauren R. Sabet 2011 Revocable Trust, 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 8 – FAMILY LIMITED LIABILITY COMPANIES

I will retain my unpaid position as general managing member of the following entities:

- Sabet Family Holdings, LLC
- Sabet Family Holdings, II LLC
- Sabet Family Holdings, III LLC

I will not at any time receive compensation for services that I perform during my government appointment. 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 of the entities, or their underlying assets, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

SECTION 9 – DIVESTITURES

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

- AECOM (ACM)
- Airbus (EADSF)
- Alphabet (GOOG)
- Amazon (AMZN)
- Apple (AAPL)
- Broadcom Inc. (AVGO)
- Flex Ltd (FLEX)

- Mastercard (MA)
- Meta Platforms (FB)
- Microsoft (MSFT)
- Moody's (MCO)
- Safran (SAFRF)
- Uber Technologies Inc. (UBER)

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 also have an interest in the following investment funds that have underlying holdings that may pose a conflict of interest with the duties of Ambassador to the Czech Republic: Select Equity Fund, LP and Sheridan Square Fund II, LP. As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in Select Equity Fund, LP and Sheridan Square Fund II, LP. With regard to each of these funds, 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 funds or its underlying holdings 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 10 – SPOUSE EMPLOYMENT

My spouse is the sole proprietor of her private therapy practice, which does business as M&C Care LLC. This business did not have any assets or income as of the date on which I filed my nominee OGE Form 278e. 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 M&C Care LLC, 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, I also will not participate personally and substantially in any particular matter involving specific parties in which I know a client of my spouse 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 – 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 'BS', with a long horizontal flourish extending to the right.

Bijan Sabet

APPENDIX A

Vesting Schedule of Carried Interest and Equity Interest in Spark Funds (under the Agreement)

Carried Interest

Fund(s)	Vesting
Spark Management Partners, LLC, Spark Management Partners II, LLC, Spark Management Partners III, LLC,	Fully vested
Spark Management Partners IV, LLC; Spark Growth Management Partners, LLC	Continued vesting for 2 years after termination of duties to Spark Capital Partners, LLC at a rate of 0.417% each month
Spark Management Partners V, LLC; Spark Growth Management Partners II, LLC	Continued vesting for 2 years after termination of duties to Spark Capital Partners, LLC at a rate of 2% each quarter
Spark Management Partners VI, LLC; Spark Growth Management Partners III, LLC.	Continued vesting for 2 years after termination of duties to Spark Capital Partners, LLC at a rate of • 3% vesting each quarter until Apr. 1, 2025; • 2% vesting each quarter thereafter (if the 2 year period extends beyond Apr. 1, 2025).

Equity Interest

Fund(s)	Vesting
Spark Management Partners, LLC, Spark Management Partners II, LLC and Spark Management Partners III, LLC, and Spark Management Partners III, LLC, Friend's Fund; Spark Member Fund, L.P.	Fully vested

Spark Management Partners IV, LLC, and Spark Management Partners IV, LLC, Friend's Fund; Spark Growth Management Partners, LLC, and Spark Growth Management Partners, LLC, Friend's Fund;	Continued vesting for 2 years after termination of duties to Spark Capital Partners, LLC at a rate of 0.417% each month
Spark Management Partners V, LLC; Spark Growth Management Partners II, LLC	Continued vesting for 2 years after termination of duties to Spark Capital Partners, LLC at a rate of 2% each quarter
Spark Management Partners VI, LLC; Spark Growth Management Partners III, LLC.	Continued vesting for 2 years after termination of duties to Spark Capital Partners, LLC at a rate of • 3% vesting each quarter until Apr. 1, 2025; • 2% vesting each quarter thereafter (if the 2 year period extends beyond Apr. 1, 2025).