

July 27, 2023

Mr. James Halpert
Designated Agency Ethics Official
Office of the National Cyber Director
1650 Pennsylvania Avenue
Washington, DC 20502

Dear Mr. Halpert:

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 National Cyber Director, Office of the National Cyber Director. 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; 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 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 – PRIMIS PRINCIPIIS, LLC

I own Primis Principiis, LLC, a pass-through entity established to receive compensation for consulting activities and services as an advisor. During my appointment to the position of National Cyber Director, Primis Principiis, LLC, 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 an inactive status. All amounts owed to me by any clients will be fixed before I assume the duties of the position of National Cyber Director, 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. During my appointment to the position of National Cyber Director, 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 Primis Principiis, LLC.

SECTION 3 - CLIENTS OF PRIMIS PRINCIPIIS, LLC IN WHICH I HAVE EQUITY OR AN AGREEMENT FOR EQUITY

Upon confirmation, I will resign from my position with Veeam Government Solutions (Veeam). I receive cash advisory board member fees and hold unexercised vested and unvested stock options with Veeam. I do not hold any other equity in this entity. I will divest my vested stock options in Veeam, 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 forfeit my unvested stock options. 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 Veeam, 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 – CLIENTS OF PRIMIS PRINCIPIIS, LLC IN WHICH I DO NOT HAVE EQUITY OR AN AGREEMENT FOR EQUITY

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

- Octastic, Inc
- JSI Telecom, Inc
- NextFed, Inc
- C5 Capital
- Y-Tech

In addition, my positions with Microsoft Azure Mission Concept Advisory Board, AMSI, Inc. and Apogee Engineering, LLC recently concluded. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after the end of my position with 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).

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, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 5 - OTHER POSITIONS

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

- McCrary Institute for Cyber and Critical Infrastructure Security
- U.S. Naval Academy Foundation
- U.S. Navy Memorial
- Dog Tag, Inc.

I also recently concluded my position with the Oxford Changing Character of War Programme, Pembroke College, University of Oxford. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after the end of my position with 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 6 – ESTATE OF FAMILY MEMBER

Following my confirmation, I will continue to serve as an uncompensated personal representative of a family estate. I will not at any time receive compensation for services that I perform.

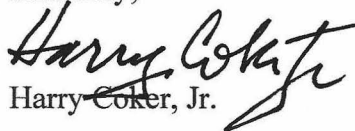
SECTION 7 - CERTIFICATES OF DIVESTITURE AND AGREEMENT NOT TO REPURCHASE

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 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 8 – 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,


Harry Coker, Jr.