

January 15, 2025

Tricia Wellman  
Designated Agency Ethics Official  
Office of the Director of National Intelligence  
Tysons McLean Dr,  
McLean, VA 22102

Dear Ms. Wellman:

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 Director of National Intelligence. 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 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 – TULSI MEDIA LLC

I am the sole owner of Tulsi Media LLC. Upon confirmation, Tulsi Media, LLC will cease engaging in any business. During my appointment to the position of Director of National Intelligence, Tulsi Media LLC will remain dormant and will not advertise. I will not perform any services for Tulsi Media 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 Tulsi Media LLC while it is in an inactive status. 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 Tulsi Media LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). All amounts owed to me will be fixed before I assume the duties of the position of Director of National Intelligence, 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 party 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, whichever is later, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

## SECTION 2 – TOA STUDIO LLC

I am the sole owner of TOA Studios LLC. Upon confirmation, I will resign my positions with TOA Studios LLC and transfer my entire interest in TOA Studios LLC to my spouse. 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 TOA Studios LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). All amounts owed to me will be fixed before I assume the duties of the position of Director of National Intelligence, 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 party 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, whichever is later, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

### SECTION 3 – PUBLISHING AGREEMENT

In 2024, I published my book *For Love of Country: Leave the Democrat Party Behind*. I received an advance for my book from Regnery Publishing, a division of Skyhorse Publishing. In addition, I will receive royalties from Skyhorse Publishing for sales of my book. 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 Skyhorse Publishing 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 – PODCAST

I am a host of a podcast series "The Tulsi Gabbard Show," which is distributed through RedCircle and BENT Pixels. I understand that I may not work on these podcasts or perform any other services for compensation during my appointment to the position of Director of National Intelligence. I am entitled to a share of the ad revenue generated from retransmissions of the podcast. 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 RedCircle and BENT Pixels to pay advertising revenue to me, 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). 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 either RedCircle or BENT Pixels 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 RESIGNATIONS

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

- American Center for Law and Justice
- Minnect
- We Must Protect
- We Must Protect Action Fund
- Defend Freedom, Inc.
- Team Tulsi
- For Love of Country Inc
- Our Freedom, Our Future

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).

I previously resigned from my position with Healthy Hawaii Coalition. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from

this entity, I will not participate personally and substantially in any particular matter involving specific parties in which I know the 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 previously resigned from my positions with Fox News Network LLC. For a period of one year after my resignation, I will have a “covered relationship” under the impartiality regulation at 5 C.F.R. § 2635.502 with Fox News Network LLC. Pursuant to 5 C.F.R. § 2635.502(d) and in consultation with the Designated Agency Ethics Official, I may receive a written authorization to participate personally and substantially in particular matters involving specific parties in which I know the Fox News Network LLC is a party or represents a party. Until such an authorization is granted, I will recuse pursuant to the impartiality regulation at 5 C.F.R. § 2635.502 for a period of one year after my resignation.

## SECTION 6 – DIVESTITURES

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

- Nvidia Corp.
- Rumble Inc
- Tesla Inc.
- Apple
- Bitwise Bitcoin ETF Trust (BITB)
- Bitcoin
- Cronos
- Solana
- Ethereum

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 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 the U.S. Office of Government Ethics.

## SECTION 7 – SPOUSE EMPLOYMENT

My spouse is a cinematographer who operates as a sole proprietor. For as long as my spouse continues to provide these services, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my spouse's compensation or contracts, unless I first obtain a written waiver, pursuant 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 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,

A handwritten signature in black ink, appearing to read 'Tulsi Gabbard', with a large, sweeping flourish extending to the right.

Tulsi Gabbard