

January 21, 2025

Randall Hall
Designated Agency Ethics Official
Department of Health and Human Services
200 Independence Avenue, S.W.
Washington, D.C. 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 Secretary of the 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), 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 – CHILDREN'S HEALTH DEFENSE F/K/A WORLD MERCURY PROJECT

I resigned from my positions as Chairman of the Board and Chief Legal Counsel of Children's Health Defense in December 2024. I am not owed any outstanding salary, bonus, severance or any other payments by Children's Health Defense. 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 Children's Health Defense 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 – J W HOWARD ATTORNEYS

Until December 2024, I served as a salaried attorney with J W Howard Attorneys. After that time, I retained an uncompensated Of Counsel position with J W Howard Attorneys. Upon confirmation, I will resign from my Of Counsel position. I received my final salary payment in December 2024. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after the termination of my Of Counsel position, I will not participate personally and substantially in any particular matter involving specific parties in which I know J W Howard Attorneys 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, 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 4 – KENNEDY & MADONNA LLP

I am a partner with the law firm of Kennedy & Madonna, LLP. Upon confirmation, I will terminate my partnership with Kennedy & Madonna. The firm has agreed to cease to transact business utilizing the legal name, Kennedy & Madonna, LLP. The law firm will remove any and all references to my affiliation with the practice in any advertising or promotional material, publications, invoicing forms, firm letterhead, forms, and photographs and biographies on any public-facing website. In May 2024, I received my final partnership distribution and have relinquished all interests in all cases. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years from the date of this payment, I will not participate personally and substantially in any particular matter involving specific parties in which Kennedy & Madonna, LLP, is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c). In addition, 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 – MORGAN & MORGAN, P.A.

Upon confirmation, I will terminate my referral agreement and Of Counsel position with the law firm of Morgan & Morgan, P.A. Pursuant to that agreement, I am entitled to receive 10% of fees awarded in contingency fee cases referred to the firm. I currently have no contingency fee cases outstanding with the firm and am entitled to no further payment on past cases. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after the termination of my employment agreement, I will not participate personally and substantially in any particular matter involving specific parties in which I know Morgan & Morgan, P.A. 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, 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 6 – WISNERBAUM

I have a consulting arrangement to refer cases to the law firm of WisnerBaum f/k/a Baum Hedlund Aristei & Goldman. Upon confirmation, I resign from that consulting arrangement with WisnerBaum. Pursuant to the referral agreement, I am entitled to receive 10% of fees awarded in contingency fee cases referred to the firm. I am not trying these cases, I am not an attorney of record for the cases, and I will not provide representational services in connection with the cases during my appointment to the position of Secretary. I will retain a contingency fee interest in cases that the ethics office of the Department of Health and Human Services has determined do not involve the United States as a party and in which the United States does not have a direct and substantial interest. I am entitled to receive a portion of future recovery in these cases based upon the set percentage as set forth in the referral agreement. I will not participate personally and substantially in any particular matter that I know will have a direct and predictable effect on the ability or willingness of the firm or any other counsel for plaintiff in these cases, any of the clients involved in these cases, or any of the opposing parties in these cases to make any payments related to the cases, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Prior to assuming the duties of my position, I will irrevocably assign my right to receive payment in all contingency fee cases in which the United States is a party or has a direct and substantial interest to a non-dependent, adult family member. In addition, prior to assuming the duties of my position, I will divest my interest to receive payment from all pending contingency fee cases that involve claims against the United States, including any claims filed under the National Vaccine Injury Compensation Program (VICP). Divestiture will be accomplished either by transferring my right to payment back to WisnerBaum for sum certain, to be agreed upon and paid to me prior to my assuming the duties of the position of Secretary, or by forfeiture. Finally, prior to assuming the duties of my position, I will receive complete and final payment for all amounts owed to me from WisnerBaum for all concluded cases that involve claims against the United States, including any claims filed under the VICP. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation or

until any amounts owed by the firm have been paid, whichever is later, I also will not participate personally and substantially in any particular matter involving specific parties in which I know WisnerBaum 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, 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 7 – SKYHORSE PUBLISHING INC

I have a consulting agreement with Skyhorse Publishing Inc to provide advice on books to be published by the company. Upon confirmation, I will terminate my consulting relationship with Skyhorse Publishing Inc. My spouse and I also have a publishing agreement with Skyhorse Publishing Inc. I receive royalties from Skyhorse Publishing Inc, for sales of several books. In addition, I have received an advance related to one book, *Vax-UnVax: Let the Science Speak*, and am entitled to an advance for three additional books, *America's Path Back to Moral Leadership*, *Unsettled Science* and *A Defense For Israel*. During my appointment, I will not engage in any writing, editing, or promotional activities associated with these books and will not provide any other services under the publishing agreement. My spouse has also received an advance for her book, *My Shade of Crazy: A Memoir*, which will be published by Skyhorse Publishing Inc. 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 Skyhorse Publishing Inc to honor its contractual obligations regarding any advances or royalties, 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 Skyhorse Publishing 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 8 – PREVIOUSLY HELD POSITIONS

I previously held a position with WKP Ventures LLC from which I resigned in September 2024. I no longer hold a financial interest in this entity. 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 that this 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, I previously held a position with GridBright Inc. from which I resigned in March 2022. I continue to hold stock in GridBright Inc. through the Robert F. Kennedy, Jr. 1986 Trust (Family Trust #1). I will divest my interests in GridBright Inc., 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 divestiture within the timeframe described above.

SECTION 9 – RETAINED POSITIONS

I will retain my unpaid position as trustee of the Robert F. Kennedy, Jr. 1986 Trust and the Family Trust #7. 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 Robert F. Kennedy, Jr. 1986 Trust, Family Trust #7, or the underlying assets of the trusts, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

I am the sole proprietor of my consulting firm Kenviron Consulting LLC. The consulting firm has been dormant and will remain dormant and will not advertise. I will not perform any services for the firm, 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 Secretary of the Department of Health and Human Services, 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 Kenviron Consulting LLC.

SECTION 10 – DIVESTITURES

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

- Park Holdings Group, LLC - Equity Investments
- Park Holdings Group, LLC - Hedge Investments
- Park Holdings Group, LLC - Fixed Income Investments
- Park Holdings Group, LLC - Private Equity Investments

Because of preexisting conditions on my ability to sell these assets, I cannot fully divest my ownership in these investment funds until April 2025. To permit me to carry out my duties as Secretary during that period of time, I will request a written waiver pursuant to 18 U.S.C. § 208(b)(1) regarding my financial interest in these four funds. Until I have obtained such a waiver, 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.

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

- Vantagepoint Cleantech Associates, II LP
- Dragonfly Therapeutics Inc.
- Progressive Corp. (PGR)
- Amazon (AMZ)
- Apple Inc. (AAPL)
- CRISPR Therapeutics AG (CRSP)
- Zscaler (ZS)
- Marathon Digital Holdings Inc. (MARA)

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 11 – SPOUSE EMPLOYMENT

My spouse is an actor and director and the sole owner of Youngster Productions Inc, a media production company established to receive payments, including residuals and royalties, from television shows and movies in which she acts and directs. 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 Youngster Productions Inc, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

My spouse is also the co-owner of Hines & Young, LLC, a beauty products company. My spouse has agreed that Hines & Young, LLC, will stop sales of the company's cosmetic inventory no later than 90 days from the date of my 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 Hines & Young, LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 12 – OTHER COMMITMENTS

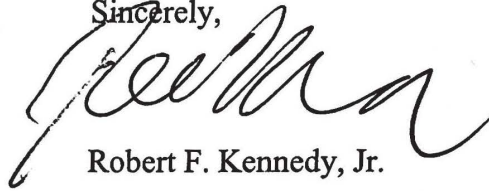
In order to avoid any potential conflicts of interest during my appointment as Secretary, I, my spouse, and any minor children of mine, will not acquire any direct financial interests in entities listed on the FDA prohibited holdings list or in entities involved, directly or through subsidiaries, in the following industries: (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; (12) commercial airlines, railroads, ship lines, and cargo carriers; or (13) any sector mutual fund or sector exchange-traded fund that concentrates its investments in one of the aforementioned industries, businesses, and sectors, 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 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 "RFK Jr.", written in a cursive style.

Robert F. Kennedy, Jr.