

July 16, 2025

Kathleen T. Spear
Alternate Designated Agency Ethics Official
National Aeronautics and Space Administration
300 E Street, SW
Washington, DC 20546

Dear Ms. Spear:

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 Deputy Administrator of the National Aeronautics & Space Administration. 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 rely on a de minimis exemption under 5 C.F.R. § 2640.202 with regard to any of my financial interests in securities, I will monitor the value of those interests. If the aggregate value of interests affected by a particular matter increases and exceeds the de minimis threshold, I will not participate personally and substantially in the particular matter that to my knowledge has a direct and predictable effect on the interests, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

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 – CACI INTERNATIONAL

Upon confirmation, I will be terminated from my position with CACI International Inc. Following my termination from CACI, I will be paid the vested portion of my deferred compensation account in a lump sum. I will forfeit the unvested portion of my deferred compensation account. I will also receive a severance payment equal to three months' salary pursuant to CACI policy for departing executives. In addition, I expect to receive a performance-based bonus for services rendered during CACI's fiscal year 2024, from July 1, 2024 to June 30, 2025. I also will be eligible to receive a pro-rated bonus for fiscal year 2026 for work I perform through the date of my termination. Following my separation from CACI, I will be paid any outstanding bonus amounts under my employment agreement in a lump sum. Until I have received these payments, 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 CACI to make these payments to me, 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, for a period of one year after my resignation or until I receive my last payment, whichever is later, I also will not participate personally and substantially in any particular matter involving specific parties in which I know CACI, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I hold stock and unvested restricted stock units with CACI International Inc. I do not hold vested restricted stock units or any other equity interests in the company. I will forfeit any unvested restricted stock units I hold at the time of my separation. I will divest my interests in CACI International 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 3 – SPACE FORCE ASSOCIATION

Upon confirmation, I will resign from my position with the Space Force Association. 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 the Space Force Association 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 – ETHOS SYSTEMS, INC.

Upon confirmation, I will resign from my position with Ethos Systems, Inc. (formerly Learn to Win, Inc). I hold vested and unvested stock options with Ethos Systems, Inc. I do not hold any other equity interests in the company. Upon resignation, I will forfeit my unvested stock options. Because I will continue to have vested stock options in Ethos Systems, Inc., 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 Ethos Systems, Inc., 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 5 – SPACE DEVELOPMENT VENTURES, CORP. (D/B/A STAR HARBOR)

Upon confirmation, I will resign from my position with Space Development Ventures, Corp. (d/b/a STAR HARBOR). I hold vested stock options with Space Development Ventures, Corp. (d/b/a STAR HARBOR). I do not hold any other equity interests in the company. I will divest my vested stock options in Space Development Ventures, Corp. (d/b/a STAR HARBOR) by relinquishing them to the company without consideration 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. 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 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).

SECTION 6 – CORE VALUES INC.

I am the President of Core Values Inc., which is used to receive consulting income. Upon confirmation, Core Values Inc. will cease engaging in any business, including the representation of clients. During my appointment to the position of Deputy Administrator, Core Values Inc. will remain dormant and will not advertise. I will not perform any services for Core Values Inc. 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 Deputy Administrator, 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 Core Values Inc. All amounts owed to me by any of my clients will be fixed before I assume the duties of the position of Deputy Administrator, 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. 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, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 7 – ACADEMY SCHOOL DISTRICT 20, COLORADO, SPRINGS, COLORADO

My spouse is employed by Academy School District 20, Colorado Springs, Colorado (hereinafter Academy School District 20), in a position for which my spouse receives a fixed annual salary and a stipend not tied to performance. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for Academy School District 20, I will not participate personally and substantially in any particular matter involving specific parties in which I know Academy School District 20 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 – OTHER DIVESTITURES

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

Apple, Inc.
Microsoft Corp.
QUALCOMM, Inc.

With regard to each entity listed in this section, 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 these divestitures within the timeframe described above.

As soon as practicable but not later than 90 days after my confirmation, I also will divest my interest in ARK Space Exploration & Innovation ETF. Until I have completed this divestiture, 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 holding of the ARK Space Exploration & Innovation ETF that is in the sector in which the fund concentrates, 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 – CERTIFICATE OF DIVESTITURE & 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 my consultation with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 10 – 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 "Matt", with a long horizontal flourish extending to the right.

Matthew Anderson