

January 14, 2025

Jolene Ann Lauria
Designated Agency Ethics Official
Department of Justice
950 Pennsylvania Ave., NW
Washington, DC 20530

Dear Ms. Lauria:

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 Attorney General of the Department of Justice. It is my responsibility to understand and comply with commitments outlined in this Ethics 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), or obligations of the United States.

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 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 -- EMPLOYMENT

Upon confirmation, I will resign from my position with Ballard Partners. 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 Ballard Partners 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).

Upon confirmation, I also will resign from my position with the law firm of Panza, Maurer, & Maynard, P.A. I am owed legal fees for professional services rendered through this firm. 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 the firm to pay legal fees owed 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, I will not participate personally and substantially in any particular matter involving specific parties in which I know this firm 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).

Upon confirmation, I will resign from my position with America First Policy Institute. I also recently resigned my position with SOMA Global. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignations, I will not participate personally and substantially in any particular matter involving specific parties in which I know America First Policy Institute or SOMA Global is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I also recently resigned my position with Newsmax. 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 Newsmax. Pursuant to 5 C.F.R. § 2635.502(d) and in consultation with the Designated Agency Ethics Official, I will receive a written authorization to participate personally and substantially in particular matters involving specific parties in which I know Newsmax is a party or represents a party, this includes the decision to grant requests to participate in interviews with Newsmax. 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.

I am also owed a deferred payment, the amount of which has been fixed, for services provided to a former client, CGI Investment Management Group, LLC. 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 CGI Investment Management Group, LLC. to pay the amount owed 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 as long as this payment is outstanding, I will not participate personally and substantially in any particular matter involving specific parties in which I know CGI Investment Management Group, LLC 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 – PB ADVISORY LLC

I am the sole proprietor of my consulting firm, which does business as PB Advisory LLC. Upon confirmation, my consulting firm will cease engaging in any business, including the representation of clients. During my appointment to the position of Attorney General, the firm 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 Attorney General, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the PB Advisory LLC. 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 4 – TRUMP MEDIA & TECHNOLOGY GROUP

My consultant position with Renatus LLC ended in March 2024; following a merger, Renatus is now known as Trump Media & Technology Group. 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 Trump Media & Technology Group is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

As compensation for my consulting services to Renatus LLC, I received shares and warrants of Digital World Acquisition Corp (DWAC), which were converted to shares and warrants of Trump Media & Technology Group. I do not hold restricted stock, stock options, or any other equity interest in Trump Media & Technology Group. I will divest my interests in Trump Media & Technology Group, 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.

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) 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 5 – SPOUSE’S EMPLOYMENT

My spouse is employed with Varner Commercial Property Consultants, a position for which my spouse receives a fixed annual salary. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for Varner Commercial Property Consultants, I will not participate personally and substantially in any particular matter involving specific parties in which I know Varner Commercial Property Consultants, 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 – PUBLIC POSTING

I have been advised that this 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,



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