

21 May 2021

Ms. Dana Remus  
Designated Agency Ethics Official  
White House, West Wing  
1600 Pennsylvania Avenue, NW  
Washington, DC 20500

Dear Ms. Remus:

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 – INGLIS A&C, LLC

I own Inglis A&C, LLC, a pass-through entity established to receive compensation for consulting activities and for services as a corporate director and advisor. During my appointment to the position of National Cyber Director, Inglis A&C, 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, including those identified in sections 3 and 4 below, 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 Inglis A&C, LLC.

## SECTION 3 – CLIENTS OF INGLIS A&C, LLC IN WHICH I HAVE EQUITY OR AN AGREEMENT FOR EQUITY

Upon my confirmation, I will resign my position with BlackPoint Cyber. I receive cash director fees and hold vested stock options. I do not hold any other equity in this entity. I will divest my vested stock options in BlackPoint Cyber 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 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 this 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, I also will not participate personally and substantially in any particular matter involving specific parties in which I know BlackPoint Cyber, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).



Upon my confirmation, I will resign my position with FedEx Corp. I receive cash director fees. I also hold common shares of stock and both vested and unvested stock options. I do not hold any other equity in this entity. I will forfeit any unvested stock options at resignation. I will divest my stock and vested stock options in FedEx Corp. 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 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 this 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, I also will not participate personally and substantially in any particular matter involving specific parties in which I know FedEx Corp. is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon my confirmation, I will resign my position with HawkEye 360. I do not receive cash compensation but hold both vested and unvested stock options. I do not hold any other equity in this entity. I will forfeit any unvested stock options at resignation. I will divest my vested stock options in HawkEye 360 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 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 this 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, I also will not participate personally and substantially in any particular matter involving specific parties in which I know HawkEye 360 is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon my confirmation, I will resign my position with Huntington Bancshares. I receive cash director fees. I also hold common shares of stock and vested deferred stock units. I do not hold any other equity in this entity. My vested deferred stock units will be distributed to me in 5 annual installments, starting within 6 months my resignation. I have been advised that the duties of the position of National Cyber Director may involve particular matters affecting the financial interests of Huntington Bancshares. The Office of White House Counsel has determined that it is not necessary at this time for me to divest my interests in Huntington Bancshares because my recusal from particular matters in which these interests pose a conflict of interest will not substantially limit my ability to perform the essential duties of the position of National Cyber Director. Accordingly, for as long as I hold stock or deferred stock units in Huntington Bancshares, 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 Huntington



Bancshares, 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).

Upon my confirmation, I will resign my position with Securonix. I receive cash director fees and hold vested stock options. I do not hold any other equity in this entity. I will divest my vested stock options in Securonix 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 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 this 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, I also will not participate personally and substantially in any particular matter involving specific parties in which I know Securonix is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon my confirmation, I will resign my position with Vequity, Inc., dba Range Force. I do not receive cash compensation but hold both vested and unvested stock options. I do not hold any other equity in this entity. I will forfeit any unvested stock options at resignation. I will divest my vested stock options in Vequity, Inc., as soon as practicable but not later than 90 days after my confirmation. I intend to accomplish this divestiture by directing Vequity, Inc., to transfer the unexercised options to Paladin Capital Group, which will pay me the fair value of these unexercised options, less the exercise price. 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 Vequity, Inc. until I have received payment from Paladin Capital Group, 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 this 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, I also will not participate personally and substantially in any particular matter involving specific parties in which I know Vequity, 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 4 – CLIENTS OF INGLIS A&C, 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, if I have not already done so:

- Avance IT Solutions, LLC
- Elbit Systems of America (subsidiary of Elbit Systems, Ltd.)
- ManTech International
- Penn State Advanced Research Laboratory



I previously resigned my position with WestExec Advisors, LLC, in April 2021 and my position with Trinity Cyber, LLC, in May 2021. I do not hold any equity or agreement for equity in any of these entities. 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). 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 through WestExec Advisors, LLC, 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 – PALADIN CAPITAL GROUP

Upon confirmation, I will resign from my position with Paladin Capital Group. I receive cash salary, hold equity interests in Paladin Cyber Investors, LP, and Paladin Cyber Investors II, LP, and have carried interest in Paladin Cyber Investors, LP, Paladin Cyber Investors II, LP, and Paladin Investors III, LP. I do not hold any equity in Paladin Capital Group itself or other any Paladin fund. As soon as practicable but not later than 90 days after my confirmation, I will divest my equity and carried interests in the above-referenced Paladin funds back to Paladin Capital Group for prices fixed as of the date of my resignation. Until I receive payment for these interests, 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 Paladin Capital Group to make the payment, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). 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 that Paladin Capital Group 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 – OTHER POSITIONS AND DIVESTITURES

Upon confirmation, I will resign from my position with the National Cryptologic Museum Foundation. 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 National Cryptologic Museum Foundation is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

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

- AT&T Inc.
- Duke Energy
- Enbridge
- Frontier Communications

- Phillips Morris
- Under Armour
- USAA Precious Metals and Minerals Fund
- Vanguard Energy Fund
- Verizon Communications
- Walmart
- Apple

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.

#### SECTION 7 – CERTIFICATES OF DIVESTITURE AND AGREEMENT NOT TO REPURCHASE

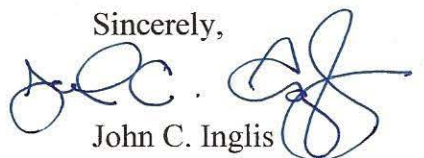
I understand that I may be eligible to request a Certificate of Divestiture for qualifying assets and that a Certificate of Divestiture is effective only if obtained prior to divestiture. Regardless of whether I receive a Certificate of Divestiture, I will ensure that all divestitures discussed in this 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 (including my spouse and dependent 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 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,

  
John C. Inglis