

August 20, 2025

Mark Vetter  
Alternate Designated Agency Ethics Official  
Department of the Treasury  
1500 Pennsylvania Avenue NW  
Washington, DC 20220

Dear Mr. Vetter,

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 Assistant Secretary for Terrorist Financing at the Department of the Treasury. 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. § 2640.201(b) with regard to any of my financial interests in sector mutual funds, I will monitor the value of those interests. If the aggregate value of my interests in sector mutual funds that concentrate in any one sector exceeds \$50,000, 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 holdings of the funds that are in the specific sector in which the funds concentrate, 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 – EMPLOYMENT RELATED INTEREST IN WHICH EQUITY IS HELD

Upon confirmation, I will resign from my position with Citibank, N.A., which is a subsidiary of Citigroup Inc. For services that I provided to Citibank, N.A. in 2021, I am owed deferred compensation in the form of a fixed cash receivable. Pursuant to the terms of Citigroup Inc.'s Discretionary Incentive and Retention Awards Plan (DIRA), a portion of my cash receivable will continue to vest and be paid out each year with the final payment to occur in February 2027.

I hold stock, vested restricted stock, and unvested restricted stock units (RSUs) with Citigroup Inc. I do not hold any vested or unvested stock options, unvested restricted stock, or vested RSUs. A portion of my unvested RSUs were awarded for services that I provided when I was designated as a Material Risk Taker (MRT) under the Prudential Regulation Authority (PRA) rules in the United Kingdom. Pursuant to the terms of Citigroup Inc.'s DIRA, upon my resignation and subject to regulatory approval from the PRA, Citigroup Inc. will accelerate the vesting of 75% of the unvested RSUs that were awarded when I was an MRT which will result in the issuance of stock in the company. I will forfeit the remaining 25% of my unvested RSUs that I was awarded when I was an MRT. If the PRA does not approve this treatment of my unvested RSUs, pursuant to the terms of the DIRA, Citigroup Inc. instead will convert 75% of the unvested RSUs that I was awarded when I was an MRT to a fixed amount of deferred cash compensation, and I will forfeit the remaining 25% of the unvested RSUs that I was awarded when I was an MRT. A portion of the deferred cash compensation will vest and be paid out each year with the final payment to occur in August 2028. I will forfeit all unvested RSUs that have not converted to deferred cash compensation not later than 90 days after my confirmation.

Pursuant to the terms of Citigroup Inc.'s DIRA, as soon as practicable following my resignation, Citigroup Inc. will accelerate the vesting of 75% of the unvested RSUs that were awarded when I was not an MRT. The vesting of these RSUs will result in the issuance of stock in the company. The remaining 25% of the unvested RSUs that I was awarded when I was not an MRT will be forfeited at the time of my resignation.

I will divest all stock that results from the vesting of any of my RSUs and all other Citigroup Inc. stock, including my vested restricted 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 Citigroup Inc., including any particular matter that has a direct and predictable effect on Citibank, N.A., 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. In addition, 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 Citigroup Inc., including Citibank, N.A., to make my deferred cash compensation payments to me unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Furthermore, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as I am receiving deferred cash compensation payments, I will not participate personally and substantially in any particular matter involving specific parties in which I know Citigroup Inc., including Citibank, N.A., 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 – SPOUSE EMPLOYMENT

My spouse is an employee of Accenture (UK) Limited and participates in the employee stock purchase plan. My spouse owns stock and unvested restricted stock units with Accenture plc. 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 Accenture plc, including any particular matter that has a direct and predictable effect on the financial interests of Accenture (UK) Limited, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

### SECTION 4 – CERTIFICATE OF DIVESTITURE

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 5 – 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,



~~Jonathan Burke~~