

CONFLICTS OF INTEREST POLICY

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I. Purpose

Olympus is committed to conducting business in a manner that ensures business decisions are made objectively and not influenced by private interests. We aim to reduce risk for our company and to provide a work environment where you can perform your work-related duties free of any Conflict of Interest.

This Conflicts of Interest Policy (**Policy**) specifies how to identify, avoid, disclose and properly handle situations that present an existing, potential or perceived Conflict of Interest.

II. Scope

This Policy applies without exception to :-

- Olympus;
- all Employees; and
- all Temporary Contractors.

III. Fundamental Principles

This Policy embodies the principles outlined in the [Olympus Global Code of Conduct](#). You should read this Policy together with the Global Code of Conduct for completeness.

IV. Definitions

Conflict of Interest or COI	means a conflict between your private interests and Olympus' interests.
Conflict of Interest Disclosure Form	refers to a web-based form for the intake of all mandatory disclosures of Conflicts of Interest by Employees and Temporary Contractors.
Customer	means any direct customer or end user of Olympus products and services.
Employees	mean all employees, directors and executive staff members of Olympus – whether working full-time or part-time, permanently or for a fixed duration, and “ Employee ” means any one of them.
Existing COI	means any existing situation that creates a Conflict of Interest or where you or your Family Member receive a Personal Benefit at the expense of Olympus' interests.
Family Member	means your spouse, domestic partner or significant other (i.e., someone with whom you have a romantic relationship), sibling, parent (in-law), child, grandparent, grandchild, aunt, uncle, or any other person with whom you have a close personal relationship that could create a Conflict of Interest.
Mitigation Plan	refers to a written plan detailing how you agreed with Olympus to mitigate the risks associated with an Existing, Potential or Perceived Conflict of Interest.
Olympus	refers to all Olympus APAC entities, including their respective subsidiaries, divisions and business units.

Outside Employment	means any engagement unrelated to Olympus and pursuant to which you provide services or undertake duties for financial benefit or other Personal Benefit, including but not limited to any form of employment, ownership interest, consulting or professional engagement.
Perceived Conflict of Interest	refers to a situation in which others may reasonably believe a Conflict of Interest exists, regardless of whether it does or not.
Personal Benefit	refers to any advantage or Value provided to you or your Family Member.
Potential Conflict of Interest	refers to a situation that has the potential to create a Conflict of Interest with a resulting improper Personal Benefit, regardless of whether it does or not. It may include a Perceived Conflict of Interest.
Temporary Contractor	means any employee of a non-Olympus entity who is assigned to perform services for Olympus on a specific short-term assignment or for a fixed period of time.
Third Party	means any external company, organization or individual, not owned, controlled or employed by Olympus that Olympus has hired or intends to contract to provide goods or services or engage in business activities with or on behalf of Olympus. Third Parties include suppliers, vendors or service providers, distributors, resellers or other sales intermediaries, and business partners.
Value	means money, cash equivalent or any other form of remuneration in kind including gifts, reputational gain or professional advancement.
Waiver	means an approved exception to this Policy.

V. Avoiding Conflicts of Interest

We expect you to avoid any Conflict of Interest. To help you, we identify situations which **typically** create a Conflict of Interest below.

A. Personal Relationships

When your personal relationships are directly connected to your work-related duties, this could lead to an existing, potential or perceived Conflict of Interest. We expect you to avoid, where possible, situations including but not limited to the following:

1. *Personal relationships within Olympus*
 - You supervise, report to or are in a position to control your working relationship with a Family Member in Olympus or vice versa.
 - You may supervise, report to or are in a position to control your working relationship with a Family Member in Olympus or vice versa due to promotion, transfer, restructuring, hiring or newly formed relationships within existing reporting lines.

2. *Personal relationships outside of Olympus*

You represent Olympus or are in a position to influence or make decisions in a business transaction with its Customer, competitor or Third Party and one of the following scenarios apply —

- a Family Member is employed by such Customer, competitor or Third Party and is also in a position to influence or make decisions in that business transaction; or
- a Family Member holds a position on a board or committee of such Customer, competitor or Third Party; or
- you were formerly employed by such Customer, competitor or Third Party.

B. Outside Employment, Volunteerism or Service on Non-Profit Board

Olympus looks to support your external engagements where there is no Conflict of Interest. We expect you to avoid, where possible, situations including but not limited to any Outside Employment (whether paid or not), volunteerism or service on non-profit board which:

- interferes with your work schedule or your duties and obligations as our Employee;
- directly or indirectly competes with Olympus in the purchase or resale of goods or services;
- is owned or operated by our Customer or a Third Party.

C. Outside Board Participation

We expect you to avoid any existing Conflict of Interest by refraining from serving as a director, officer, trustee, or agent of any for-profit company, partnership, or other entity with which Olympus has a **competitive** or significant business relationship or interest.

Membership positions with other for-profit boards, advisory boards, or committees should be avoided, where possible.

D. Investments Outside Olympus

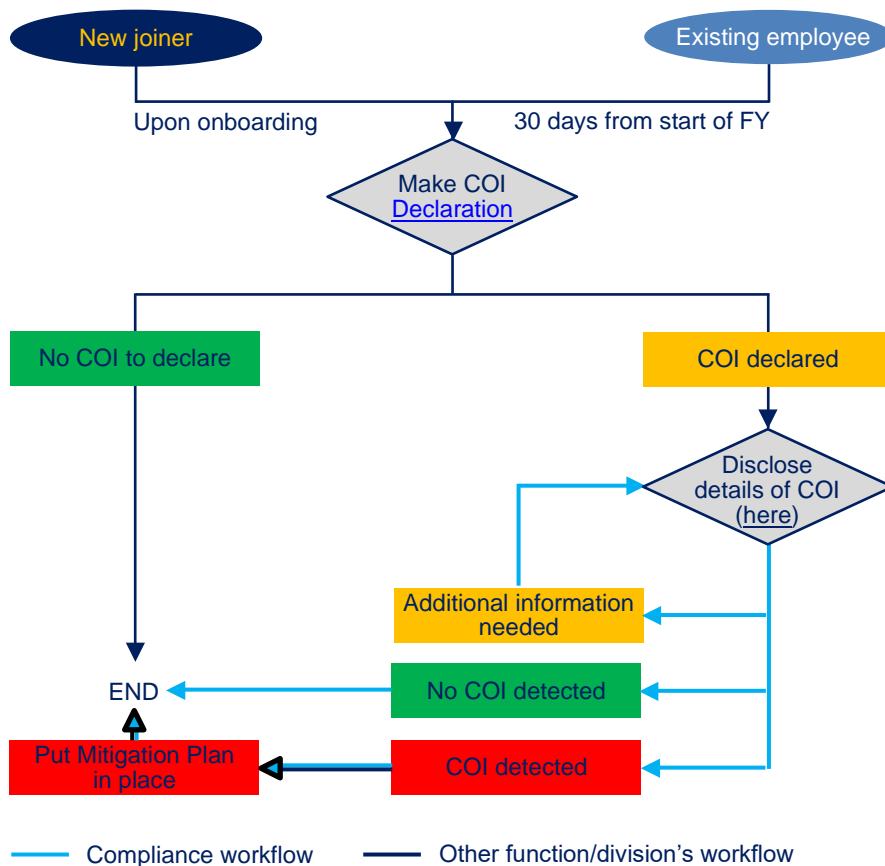
We expect you to avoid, where possible, any financial or ownership interests in our Customer, competitor or Third Party where:

- its stocks are not publicly traded, i.e., not offered for equity interests to the public and hence privately traded; or
- if publicly traded, i.e., its stocks are freely traded on a public stock exchange, your financial or ownership interests exceed one percent (1%) of its total share value.

While some scenarios may not be explicitly mentioned above, we must all make responsible decisions and apply the rules and principles covered in this Policy to similar types of situations / interactions / activities. Act in the spirit of this Policy at all times. If in doubt, the APAC Compliance team can help you to assess whether a situation / interaction / activity falls within the scope of this Policy. Please contact your local Compliance Lead or any colleague in APAC Compliance, or write to us ([here](#)).

Any conflict of interest that cannot be avoided must be disclosed and resolved as appropriate. We provide a simple workflow (*Figure 1*) to illustrate this and explain further in Parts VI and VII below.

Figure 1



VI. Disclosing Conflicts of Interest

We expect you to disclose, as soon as you become aware, any Existing Conflict of Interest, Potential Conflict of Interest or Perceived Conflict of Interest which you cannot avoid. If you are not sure whether a COI exists, you should disclose the situation in any case to seek guidance.

A. COI Declaration

As good practice, we require written declarations of COI at least annually from all Employees (*Figure 1*):

1. *Existing Employees* shall each provide a written [declaration](#) of COI within thirty (30) calendar days from the start of every financial year;
2. *New Employees* shall each make a written [declaration](#) of COI upon onboarding;

and, if any Existing, Potential or Perceived COI exists, the Employee shall further disclose details using the [Conflict of Interest Disclosure Form](#).

You may speak to your manager, HR, local Compliance Lead or any colleague in APAC Compliance before submitting the [Conflict of Interest Disclosure Form](#), if the issue is time-sensitive.

All COI disclosures will be managed and tracked using the Case Management System EthicsPoint provided by Navex Global (“**Navex Case Management System**”).

B. Change in Circumstances

Olympus’ business and your own personal circumstances may change over time. A situation which created no Conflict of Interest in the past may lead to one now, and we expect you to disclose this ([here](#)) as soon as you become aware.

You must also make a disclosure ([here](#)) if your previously disclosed situation changes in a way that would lead to an additional Conflict of Interest.

C. Temporary Contractors

The requirements set out in Parts VI.A and VI.B above apply similarly to our Temporary Contractors.

VII. Resolving Conflicts of Interest

Olympus is committed to working with you to address and resolve any Existing, Potential or Perceived Conflicts of Interest. This might involve removing you from the decision-making process related to the specific Conflict of Interest.

A. Review

We treat all disclosures confidentially and without bias, and will only share the same with those who need to know for the purposes of managing the Conflict of Interest.

APAC Compliance shall review your disclosed information thoroughly and:

- confirm there is no conflict;
- request more information to make a determination; or
- confirm that there is a Conflict of Interest and a Mitigation Plan is required.

If a conflict does not exist, your disclosure will nevertheless be documented in the NAVEX Case Management System.

Disclosures made by or associated with any colleague in APAC Compliance shall be reviewed and addressed by another independent and objective department as appropriate.

Conflict of Interest disclosures in the NAVEX Case Management System are subject to regular review and sample testing to ensure the accuracy and timeliness of the data.

B. Mitigation Plan

Many Potential or Perceived Conflicts of Interest can be addressed with a Mitigation Plan. If it is determined that there is a Potential or Perceived Conflict of Interest, APAC Compliance will work with you to create a Mitigation Plan to avoid the conflict. As needed, your manager and HR will be consulted. Your manager is responsible for monitoring your adherence to the

Mitigation Plan. All Mitigation Plans require the approval of the APAC Regional Compliance Officer.

Example 1 – Purely fictional; not based on any real life scenario

In your role, you are assessing potential contractors for the award of a new contract. One of the potential contractors is your former employer.

Your action: Disclose the situation using the [Conflict of Interest Disclosure Form](#).

Possible solution: Your local Compliance Lead and your manager will review and make a decision regarding how the contract may be awarded – for example, by involving the purchasing department or another unrelated decision-maker.

Example 2 – Purely fictional; not based on any real life scenario

Your spouse (or partner) works in the purchasing department of a Customer that you do direct business with.

Your action: Disclose the situation using the [Conflict of Interest Disclosure Form](#).

Possible solution: Your local Compliance Lead and your manager will work with you to define obligatory reporting requirements for specific business interactions to ensure all activities are conducted at arm's length. Other solutions could include you or your spouse (or partner) switching roles or business areas.

C. Waivers

If it is not realistic to avoid an Existing Conflict of Interest, we can address this with a Waiver. All Waivers must be documented and must include a corresponding Mitigation Plan with your agreement and that of your Manager as well as the APAC Regional Compliance Officer.

VIII. Failing to Comply

It is our policy to respond promptly to potential violations of law, or our policies and procedures, and to take disciplinary action as appropriate. While each situation will be considered on a case-by-case basis, we are committed to taking consistent and appropriate action to address inappropriate conduct, including violations of this Conflict of Interest Policy, and to deter future violations.

IX. Effective Date

This Conflicts of Interest Policy takes effect on 30 April 2022.