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	<b>Document ID:</b>	<b>POL-CD-00029</b>
	<b>Effective Date:</b>	<b>11/1/2021</b>
	<b>Version:</b>	<b>2.0</b>

## CONFLICT OF INTEREST POLICY

### 1.0 Purpose

Olympus employees and Temporary Contractors owe a duty of loyalty to the Company and must make fair and objective business decisions. This means we need to avoid or address any situation that creates an actual, potential, or even an appearance of a conflict between our personal interests and the interests of the Company. Many actual and potential Conflicts of Interest can be addressed and resolved without a serious issue.

This Policy specifies how to identify, avoid, disclose, and properly handle situations that present an actual, potential, or appearance of a Conflict of Interest.

### 2.0 Scope

This Policy applies to each OCA entity, including any subsidiary, division, or business unit within the OCA family of companies, and to all OCA employees and Temporary Contractors.

This Policy applies to any situation that may present a Conflict of Interest that could possibly influence an Olympus employee's or Temporary Contractor's judgment in handling Company business and/or that might present an unfair advantage or disadvantage to an Olympus Business Colleague.

If a country, state, or province has laws or regulations, or an OCA region, business unit, department or Business Colleague has policies more stringent than the principles in this document, then those requirements or limitations must be followed without exception.

### 3.0 Definitions


All capitalized words and phrases (other than proper nouns or departments) not otherwise defined in this Policy will have the meaning ascribed to them in the OCA Compliance Program Glossary ("Glossary"), which can be located on OCA's intranet site or by contacting [compliance@olympus.com](mailto:compliance@olympus.com). If a defined term in this Policy appears to be in conflict with a definition in the Glossary, then the definition in this Policy controls and supersedes the definition in the Glossary. Key definitions for this Policy are:

- a. **Business Colleague.** A customer, supplier, vendor, distributor, partner and any other person or entity with whom or which the Company currently has, or is exploring a business relationship.
- b. **Business Courtesy.** An item of value, whether tangible or intangible, that is: (a) offered by an Olympus employee or Temporary Contractor to a Business Colleague; or, (b) accepted by an Olympus employee or Temporary Contractor from a Business Colleague. Examples include gifts, meals, entertainment, ticket, admission, pass, or access to an opportunity or place not available to the general public.
- c. **Conflict(s) of Interest.** Any situation that creates a conflict between our personal interests and Olympus's interests or where an Employee, Temporary Contractor or Family Member receive a Personal Benefit at the expense of Olympus's interests.

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- d. **Fair Market Value.** The value of an item or service, as bargained for in an arms-length negotiation, in which both the buyer and seller willingly agree to such value and neither is under pressure to complete the transaction.
- e. **Family Member.** A spouse, domestic partner, significant other, someone with whom you have an intimate, romantic, or dating relationship, sibling, parent, child, step-parent, step-child, in law, grandparent, grandchild, aunt, and uncle, or other close personal relationship that could create a Conflict of Interest.
- f. **Mitigation Plan.** A written plan detailing how the Company and the OCA employee or Temporary Contractor agreed to mitigate the risks associated with a potential Conflict of Interest or the appearance of a Conflict of Interest.
- g. **OCA, Olympus or the Company.** Olympus Corporation of the Americas including all direct and indirect subsidiaries, divisions, and other entities, owned or controlled by Olympus Corporation of the Americas that develop, manufacture, sell, market, distribute, or conduct research on, any OCA Product or OCA Service, in North, Latin, or South America.
- h. **Outside Employment.** Any non-Olympus-related engagement where an OCA employee is providing services or undertaking duties for financial or other Personal Benefit, including, but not limited to, a regular job, ownership interest, consulting, or professional engagement.
- i. **Personal Benefit.** Creating an advantage or providing value to the Olympus employee or Temporary Contractor or their Family Members.
- j. **Temporary Contractor(s).** A temporary worker or contractor refers to an employee of a temporary staffing agency who is assigned to work for Olympus on a specific short-term assignment or for a finite period of time.
- k. **Value.** Money or financial remuneration, inclusive of gifts. May also be non-monetary such as reputational gain or professional advancement.
- l. **Waiver.** A formal written document granting a waiver of the requirements under this Conflict of Interest Policy.

## 4.0 Core Principles

Olympus employees and Temporary Contractors must not permit a Personal Benefit to interfere with or compromise their objectivity and decision-making related to Olympus's business interests. Accordingly, Olympus employees and Temporary Contractors must avoid Conflicts of Interest and work with the Company to address and resolve any Conflicts of Interest. Olympus employees and Temporary Contractors have an ongoing duty to promptly identify and disclose situations that present actual, potential, or the appearance of Conflicts of Interest through the Company's disclosure process.

### 4.1 Avoiding Conflicts of Interest


4.1.1 Olympus employees and Temporary Contractors must avoid any situation in which:

- an actual conflict exists; this means a situation where an Olympus employee or Temporary Contractor has a conflict between their personal interests and

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Olympus's interests which could result in an improper Personal Benefit to an Olympus employee or Temporary Contractor or their Family Members.

**4.1.2** Olympus employees and Temporary Contractors must disclose any situation in which:

- the potential for a conflict exists; this means an Olympus employee or Temporary Contractor has the potential to be in a situation where there is a conflict between their personal interests and Olympus's interests and an improper Personal Benefit could occur regardless of whether it actually does or not; or
- the appearance of a conflict is created; this means a situation in which others may reasonably believe a Conflict of Interest exists, regardless of whether it does or not.

**4.1.3** Olympus employees and Temporary Contractors must work with the Company to address and resolve any actual, potential, or the appearance of Conflicts of Interest. This might involve removing oneself from decision making related to the conflict.

## **4.2 Identifying Conflicts of Interest**

**4.2.1 Financial Interests or Personal Interests.** Olympus employees and Temporary Contractors must not have personal or financial interests, such as ownership interests (equity), partnership participation, or contractual arrangements, with another person or entity where the involvement creates a Conflict of Interest with Olympus's interests or with the Olympus employee's or Temporary Contractor's work-related duties.


Examples of these situations include but are not limited to:

- representing Olympus in a business transaction or business decision in which the Olympus employee or Temporary Contractor, or their Family Member, has a personal or financial interest;
- having any influence or decision-making authority in an Olympus business transaction or business decision in which the Olympus employee or Temporary Contractor, or their Family Member, has a personal or financial interest;
- disclosure or use of an Olympus employee's or Temporary Contractor's knowledge of Olympus or its confidential information for the personal or financial benefit of the Olympus employee or Temporary Contractor or anyone else; or
- responsibility for, or oversight of, the performance, fees, pay, or benefits of a Family Member of the Olympus employee or Temporary Contractor. This includes individuals who are Olympus employees, Temporary Contractors, or Business Colleagues.

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Olympus employees and Temporary Contractors are required to disclose the above conflicting financial interests and personal interests pursuant to the disclosure procedure detailed in section **4.3** below.

#### **4.2.2 Investments in Entities with which Olympus does Business or Competes.**

Olympus employees and Temporary Contractors must disclose any financial or ownership interest in any publicly traded company which is a Business Colleague or competitor of Olympus only if that financial ownership interest exceeds 1% of the equity securities value.

Olympus employees and Temporary Contractors must disclose any financial or ownership interest the Olympus employee or Temporary Contractor, or their Family Member, has in any entity which is not publicly traded and which is a Business Colleague or a competitor of Olympus.

If such financial or ownership interest results in an actual or potential Conflict of Interest that is incompatible with continued employment, the Olympus employee or Temporary Contractor shall be required, as a condition of continued employment or assignment, to eliminate his or her financial interest.

#### **4.2.3 Personal Relationships**

Olympus employees and Temporary Contractors who have a Family Member employed by an Olympus competitor or a current or prospective Business Colleague must disclose the relationships pursuant to the disclosure procedure detailed in section **4.3** below.

Employment of Family Members at Olympus is permitted with the following exceptions:


- applicants will not be hired where their Family Member would be in a supervisory or subordinate role in relation to the potential employee;
- where a current employee is seeking a promotion or transfer into a position where their Family Member would be in a supervisory or subordinate role in relation to the employee; or
- where a possible Conflict of Interest could arise (e.g., when an Olympus employee or Temporary Contractor is directly or indirectly in the supervisory chain of command of the Family Member).

Olympus employees and Temporary Contractors who have a Family Member employed by Olympus, or who become aware that the employment of a Family Member is being contemplated, must also disclose the relationships pursuant to the disclosure procedure detailed in section **4.3** below.

This disclosure obligation attaches to all actual or potential Conflicts of Interest including but not limited to, situations that may occur through promotion, transfer, restructuring or newly formed relationships within existing reporting lines.

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In the event that a prohibited situation arises, the Compliance Department will refer the matter to management, Human Resources, and the Legal Department, as appropriate, who will determine the most appropriate way to address the specific situation. The Company retains full discretion to implement the appropriate remedial measures in the event that a prohibited situation exists or in the event that an Olympus employee or a Temporary Contractor involved in such a situation neglects to disclose it.

#### 4.2.4 Business Opportunities

Olympus employees and Temporary Contractors must protect and advance Olympus's business interests at all times. Olympus employees and Temporary Contractors may not take advantage, for their Personal Benefit of any business opportunity that comes to them in the course of their employment, including:

- business opportunities that are related to, useful to, or competitive with Olympus's business activities, even if they arise outside of the normal course of the Olympus employee's or Temporary Contractor's duties with Olympus; or
- any opportunity discovered through the use of Olympus's assets, property and/or information, or through the course of work.

Any business opportunity of this kind must be disclosed pursuant to the disclosure procedure detailed in section 4.3 below.

#### 4.2.5 Outside Employment, Volunteerism and Service on Non-Profit Boards


While it is permissible for Olympus employees to work in jobs and/or volunteer outside of Olympus, Olympus employees may not engage, directly or indirectly, in any Outside Employment (whether paid or unpaid) or non-Olympus volunteerism or service on non-profit boards which creates a Conflict of Interest.

Examples include but are not limited to Outside Employment, volunteerism and service on non-profit boards that:

- is in direct or indirect competition with Olympus in the purchase or resale of goods or services;
- may be related to any of Olympus's current or known future business (planned or under negotiation) (e.g., serving on a non-profit board of a healthcare organization such as a hospital);
- involves any Olympus Business Colleagues (e.g., where an Olympus employee serves on the board of a non-profit organization and the Olympus employee is involved in an Olympus decision to donate money to the organization);
- may be harmful to Olympus's reputation;
- may be harmful to Olympus's financial condition;

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- interferes with the Olympus employee’s work schedule or the duties and obligations of the Olympus employee’s employment with Olympus (e.g., volunteering during work hours for a non-profit you have an ownership interest in, leaving work early on a regular basis to teach a class at a local college, using work time to support a Family Member’s business);
- includes the use of Olympus property or resources; or
- otherwise violates Olympus policies including the OCA Code of Business Conduct (“Code”).

Olympus employees are generally not required to disclose Outside Employment, volunteerism and service on non-profit boards. However, all Olympus employees must disclose any Outside Employment, volunteerism or service on non-profit boards that creates an actual, potential or appearance of Conflicts of Interest pursuant to the disclosure procedure detailed in section 4.3 below, in addition to disclosing to their immediate supervisor.

#### 4.2.6 Directorships, Officers and Service on For-Profit Boards

Olympus employees and Temporary Contractors and their Family Members are permitted to serve on for-profit boards, advisory boards, or committees if Olympus employees and Temporary Contractors adhere to these rules:

- Disclose all membership positions with any for-profit boards, advisory boards, or committees;
- Disclose any situation in which Family Members hold positions on any for-profit boards, advisory boards, or committees that may present an actual, potential, or the appearance of a Conflict of Interest for the Olympus employee or Temporary Contractor in Olympus business dealings; and
- Refrain 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.

When disclosure is required under this Policy, Olympus employees and Temporary Contractors shall disclose pursuant to the disclosure procedure detailed in section 4.3 below.

#### 4.2.7 Gifts, Entertainment, and Business Courtesies

Olympus employees and Temporary Contractors are generally allowed to provide and accept Business Courtesies provided they are modest in value and otherwise permissible under Olympus policy.

Olympus employees and Temporary Contractors are not allowed to:


- solicit Business Courtesies;
- provide or accept cash or cash equivalents (e.g., gift cards or certificates) from Business Colleagues;

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- provide or accept Business Courtesies that create, or appear to create, commercial irregularities, impropriety or a Conflict of Interest;
- accept a Business Courtesy if it jeopardizes or even appears to jeopardize their ability to make unbiased business decisions;
- provide or accept Business Courtesies in the form of entertainment from Health Care Professionals;
- provide Business Courtesies in the form of gifts to Health Care Professionals; or
- provide Business Courtesies to Health Care Professionals not in conformance with the Code or other Olympus policies.

Business Courtesies in the form of meals, provided that they are otherwise permissible under Olympus policy, will be considered modest if they do not exceed a Fair Market Value of:

- Fifty Dollars (\$50 USD) per person for breakfast
- Sixty Five Dollars (\$65 USD) per person for lunch
- One Hundred Fifty Dollars (\$150 USD) per person for dinner

Business Courtesies in the form of entertainment and gifts, provided that they are otherwise permissible under Olympus policy, will be considered modest if they do not exceed a Fair Market Value of One Hundred Fifty Dollars (\$150 USD) per person.

Restrictions on providing Business Courtesies to Business Colleagues apply regardless of whether an employee seeks reimbursement for the item(s) from the Company.

Bear in mind that there may be situations in which a Business Courtesy technically complies with the Code and other Olympus policies but is still not acceptable. In the spirit of our Code, please be vigilant of circumstances that create an appearance of impropriety or a conflict.

As needed, contact your manager or Compliance Business Partner for assistance.


In the event an Olympus employee or Temporary Contractor involuntarily receives a gift (e.g., delivery of a gift basket) that violates the Code, and returning the gift is not possible, the gift may be donated to a charitable organization. To identify an appropriate charitable recipient, Olympus employees should contact [communityaffairs@olympus.com](mailto:communityaffairs@olympus.com). Olympus employees will be provided with a message to send to the provider of the gift, advising that the gift was not permitted under the Code and was donated to charity.

### 4.3 Disclosing Conflicts of Interest

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As soon as an actual, potential, or appearance of a Conflict of Interest is identified, Olympus employees and Temporary Contractors must disclose the situation so that an analysis can be completed to determine whether a Waiver or Mitigation Plan is necessary.

All disclosures must be made using the Conflict of Interest Disclosure Form (available on the Company intranet). If there is any question or doubt about a particular situation, Olympus employees and Temporary Contractors should seek guidance and disclose.

Olympus employees and Temporary Contractors may also choose to speak to their manager or supervisor, human resources, legal department, their Compliance Business Partner or to the OCA Chief Compliance Officer prior to submitting the Conflict of Interest Disclosure Form, about a situation that presents an actual, potential, or appearance of a Conflict of Interest, but doing so does not replace their obligation to report actual, potential, or the appearance of Conflicts of Interest as set out above. Managers and supervisors, human resources, legal department, Compliance Business Partners or the OCA Chief Compliance Officer receiving such information must ensure the information is properly reported.

Olympus employees and Temporary Contractors are under a continuing obligation to evaluate situations that present actual, potential, or the appearance of Conflicts of Interest and to disclose those situations as they arise. Olympus employees and Temporary Contractors have a personal responsibility to recognize that Olympus's business and their own personal circumstances may change over time. As a result, something that was not a conflict in the past may become a conflict in the future.

The Chief Compliance Officer or his/her designee will review the disclosure form and consult with OCA Legal as needed, so that an analysis can be completed to determine whether an actual, potential, or appearance of a Conflict of Interest exists and if so, whether a Waiver or Mitigation Plan is necessary.

#### **4.4 Mitigation Plans & Waivers**

##### **4.4.1 Mitigation Plans**

Many potential Conflicts of Interest and situations that create the appearance of a Conflict of Interest can be addressed with a Mitigation Plan.

Mitigation Plans require supervisory approvals and the approval of the OCA Chief Compliance Officer or delegate.

##### **4.4.2 Waivers**

Waivers of actual Conflicts of Interests are discouraged and will be considered only in very limited circumstances.


Waivers require supervisory approvals and the advanced written consent of the OCA Chief Compliance Officer, the OCA President, or the OCA Chief Executive Officer.

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## 5.0 Consequences of Noncompliance

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

Disciplinary action for noncompliance, including violations of this Conflicts of Interest Policy, may include a broad range of disciplinary measures, up to and including termination of employment. Intentional noncompliance will be subject to the most significant sanctions.

## 6.0 Policy Owner

This Policy is owned by the OCA Chief Compliance Officer. If you have questions or concerns about this Policy or its application, please contact the OCA Compliance Department at [compliance@olympus.com](mailto:compliance@olympus.com).

## 7.0 Additional Resources

### a. Compliance Department Owned

- i. *OCA Code of Business Conduct*
- ii. *OCA Conflict of Interest Disclosure Form*
- iii. *OCA Compliance Program Glossary*


### b. Other OCA Repositories

Consult the OCA Document Center (<https://olympusssa.sharepoint.com/Sites/documentcenter>), and other repositories for any entity and business unit policies and procedures, which contain more detailed requirements, or seek advice from your Compliance Business Partner as necessary.

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Version History

Version	Description of Change	Approver	Approval Date	Effective Date
1.0	Initial Document Release as approved by the OCA Compliance Committee.	OCA Compliance Committee	07/16/2019	10/01/2019
1.1.	<p>Section 2.0 Scope: Revised last paragraph regarding “If a country, state or province has laws or regulations...” to add “business unit, department...” to be consistent with boilerplate</p> <p>4.1.Avoiding Conflicts of Interest: Clarified the following subsections:  4.1.1 First bullet regarding actual conflict exists enhanced to include this means a situation where “an Olympus employee or Temporary Contractor has a conflict between their personal interests and Olympus’s interests which could result...”</p> <p>4.1.2 First bullet regarding the potential for a conflict enhanced to clarify this means “an Olympus employee or Temporary Contractor has the potential to be in a situation where there is a conflict between their personal interests and Olympus’s interests...”</p> <p>Section 4.2.5, Outside Employment...: Last bullet revised “Olympus” to “OCA”</p> <p>Section 4.4.2, Waivers: Added “the OCA President” as one of authorized approvers of a waiver.</p> <p>Section 7.0 Additional Resources: Added a heading for “a. Compliance Owned Documents” and added “b. Other OCA Repositories” with supporting language and references to be consistent with boilerplate</p>	Chief Compliance Officer for the Americas	12/02/2020	01/01/2021

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2.0	<p>Section 3.0, Definitions: Added (h) Outside Employment definition to clarify and broaden what falls into this category.</p> <p>Section 4.2.5, Outside Employment, Volunteerism and Service on Non-Profit Boards: Removed the requirement to disclose all outside employment, instead require the disclosure of outside employment only when it creates an actual, potential, or perceived conflict of interest, and added specific examples of conflicts of interest.</p> <p>Subsection 4.2.5.1 – Deleted in its entirety as requirements for disclosure are in Section 4.3.</p> <p>Subsection 4.2.5.2 – Deleted as content is included in Section 4.2.5. Added Outside Employment prior to volunteerism, included “or service on non-profit boards” and deleted examples now referenced in first paragraph.</p> <p>Section 4.2.6 – Added “Committees” to second bullet.</p>	OCA Compliance Committee	10/12/2021	11/01/2021
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