DEFERRED PROSECUTION AGREEMENT

1. The United States Attorney's Office for the District of New Jersey (the "Office") will file, on or shortly after the Effective Date of this deferred prosecution agreement (the "DPA" or this "Agreement"), a criminal complaint in the United States District Court for the District of New Jersey charging Olympus Corporation of the Americas with conspiracy to commit violations of the Anti-Kickback Statute, contrary to Title 42, United States Code, Section 1320a-7b(b), in violation of Title 18, United States Code, Section 371, during the years 2006 through 2011 (the "Criminal Complaint").

2. In order to resolve the charges contained in the Criminal Complaint, the Office and Olympus Corporation of the Americas and its subsidiaries that market, sell, or lease medical and surgical products, including but not limited to endoscopes (the "Company"), pursuant to authority granted to its undersigned representatives by the Company's Board of Directors, enter into this DPA. Except as specifically provided below, the DPA shall be in effect for a period of thirty-six (36) months from the later of the date on which it is fully executed or the date on which the outside, independent monitor (the "Monitor") is approved as set forth in paragraph 18 below (the "Effective Date"). Neither this DPA nor the Criminal Complaint alleges that the Company's conduct adversely affected patient health or patient care.

3. Simultaneously, the Office and the United States Department of Justice's Civil Division, Fraud Section are entering into a Civil Settlement Agreement with the Company to settle certain civil claims in connection with the same conduct that is the subject of the Criminal Complaint (the "Civil Settlement Agreement"). The Office in its sole discretion may determine that failure by the Company to comply fully with those material terms of the Civil Settlement

Agreement scheduled to occur during the Effective Period of this DPA constitutes a breach of this DPA.

4. The Company is also simultaneously entering into a Corporate Integrity Agreement ("CIA") with the United States Department of Health and Human Services, Office of Inspector General ("HHS-OIG"), in connection with the same conduct that is the subject of the Criminal Complaint, to implement certain specified compliance measures, in addition to those compliance measures specified within this Agreement. The Office in its sole discretion may, but need not necessarily, determine that a breach of the CIA constitutes a breach of this DPA.

5. Within ten (10) days of the date on which this Agreement is fully executed, the Company shall make a payment of $612 million plus interest. Of that amount, $306 million plus accrued interest at the rate of 3.0% per annum from June 20, 2015, and continuing until and including the day of payment is a criminal penalty. The remaining $306 million plus interest, which is being paid pursuant to the Civil Settlement Agreement, is a payment to resolve claims settled by that agreement. In light of the Civil Settlement Agreement, no additional restitution shall be paid by the Company.

6. Upon the filing of the Criminal Complaint, this DPA shall be publicly filed in the United States District Court for the District of New Jersey, and the Company will post the DPA prominently on the Company website for the duration of the DPA.

7. The Company accepts and acknowledges responsibility for the facts set forth in the Statement of Facts attached as Attachment A (the "Statement of Facts") and admits that the facts are true and accurate.

8. In light of the Company's remedial actions, as described below, and its willingness to (a) undertake additional remediation as necessary; (b) acknowledge responsibility for its behavior; (c) continue its cooperation with the Office and other government agencies; and (d) demonstrate its good faith and commitment to full compliance with federal health care laws, the Office shall recommend to the Court that prosecution of the Company on the Criminal Complaint be deferred for a period of thirty-six (36) months from the Effective Date of this DPA. If the Court declines to defer prosecution for any reason, this DPA shall be null and void, and the parties will revert to their pre-DPA positions.

9. If not for the considerations detailed in paragraphs 8 and 11, the scope and seriousness of the criminal conduct as detailed in the Statement of Facts would warrant criminal prosecution without a recommendation that prosecution be deferred.

10. The Company shall not, through its present or future attorneys, Board of Directors, officers, employees, or agents, make any public statement contradicting any fact contained in the Statement of Facts. The Office shall have the sole discretion to decide whether any public statement contradicting a fact contained in the Statement of Facts will be imputed to the Company. If the Office determines that the Company has made a public statement contradicting any fact contained in the Statement of Facts, the Office shall so notify the Company. Thereafter, the Company may avoid a breach by publicly repudiating the statement within forty-eight (48) hours after such notification. Any such contradictory public statement, if not repudiated by the Company, will constitute a breach as governed by paragraphs 40 and 41 of this Agreement, and the Company thereafter will be subject to prosecution pursuant to the terms of this Agreement. This paragraph does not apply to any statement made by any present or

former Company officer, director, employee, or agent, in any proceeding in an individual capacity and not on behalf of the Company. The Company shall be permitted to raise defenses and to assert affirmative claims in civil, regulatory, and other proceedings related to the matters set forth in the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts.

General Commitment to Compliance and Remedial Actions

11. In 2008, the Company incorporated into its Code of Ethics certain principles of the AdvaMed Code of Ethics on Interactions with Health Care Professionals. In 2009, the Company began to commit increased resources and to improve the internal infrastructure devoted to compliance. The Company appointed its first Compliance Officer and undertook a number of initiatives to strengthen compliance processes and remediate specific self-identified issues. Beginning particularly in August 2010, the Company has undertaken extensive reforms and remedial actions in response to the conduct at the Company that is and has been the subject of the investigation by this Office. These reforms and remedial actions have included, but are not limited to:

a. Retaining independent counsel to conduct a comprehensive review of the compliance functions of the Company;
b. Filling the position of Chief Compliance Officer with an experienced compliance professional and expanding the Compliance Department from one to 19 full-time positions;
c. Engaging third parties to conduct risk assessment activities targeted to compliance risks;

d. Conducting compliance monitoring activities by Company personnel and third parties;

e. Establishing and filling the position of Executive Director, Medical Affairs, and having additional employees report to this position;

f. Establishing a Corporate and Social Responsibility Department;

g. Establishing a Compliance Committee;

h. Replacing the members of the Company's Grant Committee and revising the process for applying for grants;

i. Establishing internal asset management groups to address issues relating to Company medical and surgical equipment in the possession of Company sales personnel and customers ("field assets");

j. Modifying educational, research, and development programs that include travel for health care professionals who do not work for OCA;

k. Developing enhanced policies and procedures regarding grants, consulting agreements, payments for travel and meals, and field assets;

l. Providing enhanced annual training to Company personnel on ethics and health care compliance topics;

m. Establishing and enhancing an anonymous reporting hotline; and

n. Regularly reviewing and revising the Compliance Program, including allocating additional resources.

12. The Company commits itself to exemplary corporate citizenship, best practices of effective corporate governance, the highest principles of honesty and professionalism, the

integrity of the operation of federal health care programs including Medicare, and a culture of openness, accountability, and compliance throughout the Company. The Company also commits not to use unlawful inducements to influence health care professionals and institutions to buy or use the Company's products. To advance and underscore this commitment, the Company has taken certain remedial and compliance measures stated in this Agreement and will take additional remedial and compliance measures set forth in this Agreement.

13. The Company shall communicate to its employees and customers that Company personnel and agents are required to report to the Company any suspected violations of any federal laws, regulations, federal health care program requirements, or internal policies and procedures.

14. The Company shall continue to develop, operate, and enhance an effective corporate compliance program and function, including but not limited to the elements set forth in paragraphs 29-37, to ensure that internal controls are in place to prevent recurrence of the activities that resulted in this DPA. The Company also shall continue to develop and implement policies, procedures, and practices designed to ensure compliance with federal health care laws, including the Anti-Kickback Statute, and the Foreign Corrupt Practices Act. The Company also shall continue to develop and implement mechanisms that will (a) test periodically the effectiveness of its corporate compliance program through internal monitoring, auditing, and risk assessments; (b) detect violations of its compliance policies; and (c) enforce violations of its compliance policies through disciplinary procedures.

15. The Company's Chief Executive Officer, General Counsel, Chief Compliance Officer, and appropriate Company executives will meet quarterly with the Office and the

Monitor, in conjunction with the Monitor's quarterly reports described in paragraph 21(c), unless the Office concludes that a meeting is not necessary. At such meetings, which may be conducted telephonically at the discretion of the Office, representatives of the Company may raise any suggestions, comments, or improvements the Company may wish to discuss with or propose to the Office, including with respect to the scope or costs of the monitorship.

Definitions regarding Payments

16. "Open Payments Law" means Section 6002 of the Patient Protection and Affordable Care Act (Public Law No. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law No. 111-152), and regulations adopted by the Centers for Medicare & Medicaid Services.

17. "Payments" means grants, donations, gifts, charitable contributions, honoraria, payments for travel and meals, and any other payments that fall within the meaning of the term "payments" in the Open Payments Law. "Payments" includes payments to physicians, teaching hospitals, nonteaching hospitals and any other customer of medical and surgical products sold or leased by the Company, but does not include payments to customers located outside the United States. "Payments" includes loans without charge of devices or equipment, but not loans of devices or equipment for less than 90 days to permit evaluation of a device. "Payments" does not include payments with a value under $5,000 made by the Olympus Corporation of the Americas subsidiaries listed in Attachment B.

Retention and Obligations of an Independent Monitor

18. Until the expiration of this DPA, the Company will retain, at its own expense, the Monitor to evaluate and monitor the Company's compliance with this DPA and the Company's

compliance with the Deferred Prosecution Agreement between Olympus Latin America, Inc., the Company, the Office, and the United States Department of Justice, Criminal Division, Fraud Section ("the OLA DPA"). The Company shall propose to the Office four or five candidates with the qualifications stated in this DPA and who are not deemed by the Office to have an actual or potential conflict of interest, and the Office will select the Monitor from those four or five candidates. The Office will make that selection consistent with United States Department of Justice guidelines, including review and approval by the Office of the Deputy Attorney General. The Office and the Company will endeavor to complete the monitor selection process within sixty (60) days of the execution of the DPA. The Monitor will be an independent third party and not an employee or agent of the Company, and no attorney-client relationship shall be formed between the Monitor and the Company. The Company will propose, and the Office will select, a Monitor with the following qualifications: (1) access to sufficient resources to carry out the duties of the Monitor as described in this DPA and the OLA DPA; (2) experience with internal investigations or the investigative process; (3) absence of a prior relationship by the Monitor or the Monitor's firm with the Company from January 1, 2001, to the present; and (4) absence of current representations by the Monitor or the Monitor's firm that are adverse to the Office. The following qualifications also will be considered: (1) prior monitorship or oversight experience; (2) experience with federal health care laws, regulations, and programs; (3) experience with the health care industry; and (4) experience with the Foreign Corrupt Practices Act. The Company agrees that it will not employ or be affiliated with any selected Monitor for a period of one year from the date the monitorship is terminated.

19. The Monitor shall have access to all non-privileged Company documents and information the Monitor determines are reasonably necessary to assist in the execution of his or her duties. The Monitor shall have the authority to meet with any officer, employee, or agent of the Company. The Company shall use its best efforts to have its employees and agents fully cooperate and meet with the Monitor as requested.

20. The Monitor shall conduct a review and evaluation of all Company policies, practices, and procedures relating to compliance with the DPA and the following subjects, and shall report and make written recommendations as necessary ("Recommendations") to the Company and the Office concerning:

a. The effectiveness of the Company's procedures and practices to track the use of field assets, including but not limited to demonstration products and products loaned to customers ("loaners");

b. The Company's procedures and practices to select, engage, and pay consultants;

c. The Company's procedures and practices for considering and awarding grants;

d. The effectiveness of the procedures and practices at the Company to ensure that any Payments comply with the law; and

e. The effectiveness of the training and education programs regarding federal health care laws concerning relationships between the Company and customers, including the Anti-Kickback Statute; the Foreign Corrupt

Practices Act; ethics and compliance; and corporate governance issues relating to federal health care laws.

In carrying out his or her responsibilities, the Monitor is encouraged to coordinate, as appropriate, with Company personnel, including auditors and compliance personnel.

21. The Monitor shall:

a. Monitor and review the Company's compliance with this DPA and all applicable federal health care laws, statutes, regulations, and programs, including but not limited to the Anti-Kickback Statute and regulations, advisories, and advisory opinions promulgated thereunder, and the Foreign Corrupt Practices Act;

b. As requested by the Office, cooperate with the Office, the United States Department of Justice, Criminal and Civil Divisions, HHS-OIG, the Federal Bureau of Investigation ("FBI"), and the Food and Drug Administration ("FDA"), and, as requested by the Office, provide information about the Company's compliance with the terms of this DPA;

c. Provide written reports to the Office, on at least a quarterly basis, concerning the Company's compliance with this DPA. In these reports or at other times the Monitor deems appropriate, the Monitor shall make Recommendations to the Company to take any steps he or she reasonably believes are necessary for the Company to comply with the terms of this DPA and to enhance future compliance with federal health care laws, and require the Company to follow any Recommendations agreed by the

Company or mandated by the Office pursuant to paragraph 25. The first report to the Office shall be due three (3) months after the Effective Date, but in any event, no less than sixty (60) days after the Monitor is approved in accordance with paragraph 18, above, and subsequent reports shall be made quarterly;

d. Immediately report the following types of misconduct directly to the Office and not to the Company:[1] (1) any misconduct that poses a significant risk to public health or safety; (2) any misconduct that involves senior management of the Company; (3) any misconduct that involves obstruction of justice; (4) any misconduct that involves a violation of any federal or state criminal statute, or otherwise involves criminal activity; or (5) any misconduct that otherwise poses a significant risk of harm to any person or to any federal or state entity or program. In instances where the allegations of misconduct are not credible or involve actions of individuals outside the scope of the Company's business operations, the Monitor may exercise his or her discretion not to report the allegations directly to the Office;

e. After consultation with the Company and the Office, the Monitor may retain, at the Company's expense, consultants, accountants or other professionals the Monitor reasonably deems necessary to assist in the execution of the Monitor's duties. Before retention, these consultants,

[1] This Office will determine whether also immediately to report said misconduct to the Company.

accountants or other professionals shall provide to the Monitor and the Company a proposed budget. If the Company believes the costs to be unreasonable or the retention is otherwise inappropriate, the Company may bring the matter to the Office's attention for resolution by the Office, and the Monitor shall not retain such professionals until the Office has resolved the dispute;

f. Review in his or her discretion any Payments;

g. Review in his or her discretion the retention and oversight of all agents and business partners relating to the Company's medical and surgical business;

h. Review in his or her discretion any decision of the Company's Grant Committee;

i. Monitor and review the Company's policies and procedures for tracking field assets, including but not limited to demonstration equipment and loaners;

j. Monitor and review the Company's policies and procedures for hiring, monitoring, and paying consultants;

k. Review in his or her discretion any decision to hire or pay any consultant and the terms of any agreement with a consultant;

l. Monitor the Company's compliance with the Open Payments Law;

m. Monitor the information received by the confidential hotline and e-mail address as described in paragraph 37; and

n. Perform the duties described in the OLA DPA.

22. The Company shall promptly notify the Monitor and the Office in writing of any credible evidence of criminal conduct or serious wrongdoing by, or criminal investigations of, the Company, its officers, directors, employees and agents, of any type that becomes known to the Company after the Effective Date. Upon request, the Company shall provide the Monitor and the Office with all relevant non-privileged documents and information concerning such allegations, including but not limited to internal audit reports, letters threatening litigation, "whistleblower" complaints, civil complaints, and documents produced in civil litigation. In addition, the Company shall report to the Monitor and the Office concerning its planned investigative measures and any findings and resulting remedial measures. The Monitor in his or her discretion may conduct an investigation into any such matters, and nothing in this paragraph shall be construed as limiting the ability of the Monitor to investigate and report to the Company and the Office concerning such matters.

Disclosure of Monitor Reports

23. The Monitor's reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of such reports could discourage cooperation, or impede pending or potential government investigations and thus undermine the objectives of the monitorship. For these reasons, among others, the reports and their contents are intended to and shall remain non-public, and are not eligible for release under the Freedom of Information Act, except as otherwise agreed by the parties in writing, or except to the extent that the Office determines in its sole discretion that disclosure would further the Office's discharge of its duties and responsibilities or is otherwise required by law. All materials obtained by the

Monitor shall be returned to the Office, returned to the Company, or destroyed at the conclusion of the DPA.

Replacement of Monitor

24. If the Monitor resigns or is unable to serve the balance of his or her term, a successor shall be selected by the Office consistent with United States Department of Justice guidelines and paragraph 18, above, within forty-five (45) calendar days. All provisions in this DPA that apply to the Monitor shall apply to any successor Monitor.

Recommendations of Monitor

25. The Monitor's reports shall not be provided to or reviewed by the Company prior to submission to the Office; however, such reports will be preliminary until (a) the Company has had the opportunity to send written comments to the Monitor and the Office within ten (10) calendar days after receiving the report, and (b) the Monitor has provided the Office responses to such comments. The Company shall adopt all Recommendations contained in each report submitted by the Monitor, unless the Company objects to the Recommendation and the Office agrees that adoption of the Recommendation should not be required. In the event the Company disagrees with any Recommendation of the Monitor, the Company and the Monitor may present the issue to the Office for its consideration and final decision, which is non-appealable. The Company shall not be required to adopt any disputed Recommendation while the matter is subject to review. If a Recommendation is accepted by the Company or required by the Office, the Company will have a reasonable amount of time to implement the Recommendation.

Responsibilities of Chief Compliance Officer

26. The Company's Chief Compliance Officer shall be responsible for monitoring the day-to-day compliance activities of the Company. The Chief Compliance Officer shall be a member of senior management of the Company who reports directly to the Board of Directors and to the Chief Executive Officer, and shall not be subordinate in function or position to the General Counsel or the legal department or any sales or marketing officers, in any manner. The Chief Compliance Officer shall make periodic (at least quarterly) reports regarding compliance matters to the Board of Directors and is authorized to report on such matters directly to the Board of Directors at any time.

27. The Chief Compliance Officer shall have the authority to meet with, and require reports and certifications on any subject from, any officer or employee of the Company, and shall have the authority to meet with the Monitor without the participation of any other Company personnel.

Open Payments Information

28. Commencing with the second calendar quarter of 2016, within ninety (90) days after the end of each quarter, the Company shall provide a report to the Monitor with all information about that quarter's Payments that are required to be reported by the Open Payments Law, but the Company need not include information about Payments that are not required to be reported under the Open Payments Law. Commencing with the first calendar quarter of 2017, within ninety (90) days after the end of each quarter, the Company shall provide a report to the Monitor with all information about that quarter's Payments.

Compliance Training

29. The Company will continue to enhance, support, and maintain its existing training and education programs, including any programs recommended by the Monitor pursuant to paragraph 20. The programs, which shall be reviewed and approved by the Chief Executive Officer, Board of Directors, General Counsel, Chief Compliance Officer, and the Monitor, shall be designed to advance and underscore the Company's commitment to exemplary corporate citizenship, to best practices of effective corporate governance and the highest principles of integrity and professionalism, and to fostering a culture of openness, accountability, and compliance with federal health care laws and the Foreign Corrupt Practices Act throughout the Company. Completion of such training shall be mandatory for all Company officers, executives, and employees who are involved in Sales, Marketing, Legal, and Compliance activities related to the Company's medical and surgical business, and other senior executives at the Company as proposed by the Chief Compliance Officer and approved by the Monitor (collectively, the "Mandatory Participants"). Such training and education shall cover, at a minimum, all relevant federal health care laws and regulations, the Foreign Corrupt Practices Act, internal controls concerning remuneration to health care professionals and institutions, and the obligations assumed by, and responses expected of, the Mandatory Participants upon learning of improper, illegal, or potentially illegal acts relating to the Company's practices. The Chief Executive Officer and Board of Directors shall communicate, in writing or by video, their review and endorsement of the training and education programs to the Mandatory Participants. The Company shall commence providing this training within ninety (90) calendar days after the Effective Date of this DPA.

Annual Management Certification

30. The Chief Executive Officer of the Company shall conduct an annual review of the Company's Compliance Program as it relates to the marketing, promotion, sale, and lease of medical or surgical products during the preceding year. The first review period shall run from the Effective Date through March 1, 2017. Thereafter, the reviews will be conducted on an annual basis.

31. The Chief Executive Officer of the Company shall submit to the Office a signed certification stating that based on his or her review and to the best of his or her knowledge, during the period *[insert time period]*: (1) the Company's Compliance Program continued to include the policies and procedures set forth in this Agreement; and (2) the Compliance Program was effective in preventing, detecting, and/or remediating, where necessary, violations of federal health care laws and the Foreign Corrupt Practices Act regarding sales, leasing, marketing, and promotion of medical and surgical products.

32. The Chief Executive Officer's certification shall summarize the review described above that he or she conducted to provide the required certification. If the Chief Executive Officer is unable to certify that the Compliance Program was effective in preventing, detecting, and/or remediating, where necessary, violations of federal health care laws and the Foreign Corrupt Practices Act regarding sales, leasing, marketing, and promotion of medical and surgical products, he or she shall explain the steps the Company is taking to ensure the future effectiveness of the Compliance Program. This explanation will satisfy the certification requirement with regard to the Compliance Program.

Executive Financial Recoupment Program

33. The Company agrees to establish an executive financial recoupment program that requires Company executives who engage in misconduct within the scope of this Agreement, or whose failure to effectively supervise or promote compliance contributes to misconduct within the scope of this Agreement, to forfeit up to three years of their annual performance pay. The terms of the executive financial recoupment program shall be reviewed by the Monitor and shall be subject to Monitor approval.

Annual Board of Directors Resolution

34. The Board of Directors of the Company, or the Committee it designates (the "Board"), shall review annually the effectiveness of the Company's Compliance Program as it relates to the marketing, promotion, sale, and leasing of medical and surgical products. This review shall include, but not be limited to, briefings and reports by the Company's Chief Compliance Officer and other compliance personnel. The Board shall evaluate the Compliance Program by, among other means, reviewing the activities of the Chief Compliance Officer and other Company personnel and by reviewing the adoption and implementation of policies, procedures, and practices designed to ensure compliance with federal health care laws and the Foreign Corrupt Practices Act.

35. The first review will cover the time period from the Effective Date of this Agreement through March 1, 2017. Based on its review, the Board shall submit to the Office a resolution (the "Board Resolution") that summarizes its review and oversight of the Company's Compliance Program and, at a minimum, includes the following language:

> The Board of Directors has made a reasonable inquiry into the content and operations of Olympus Corporation of the Americas' Compliance Program for the time period *[insert time period]*, including the performance of the Chief Compliance Officer and other compliance personnel employed by Olympus Corporation of the Americas. The Board has concluded that, to the best of its knowledge, Olympus Corporation of the Americas has implemented a Compliance Program designed to exercise due diligence to prevent, detect, and remediate misconduct, including violations of the Foreign Corrupt Practices Act, the Anti-Kickback Statute, and other federal health care laws, and is promoting an organizational culture that encourages ethical conduct and a commitment to compliance with the law. Olympus Corporation of the Americas' Compliance Program continued to include the policies and procedures set forth in the Deferred Prosecution Agreement with the United States, dated _____, 2016.

If the Board is unable to provide any part of this statement, it shall include an explanation in the resolution.

36. The Company shall provide the Chief Executive Officer's Certification and the Board Resolution to the Office and the Monitor within sixty (60) calendar days following the end of each review period.

Hotline and Website

37. The Company agrees to continue to maintain a confidential hotline and website, of which Company employees, agents, and customers are informed, and which they can use to notify the Company of any concerns about unlawful conduct, other wrongdoing, or evidence that Company practices do not conform to the requirements of this Agreement. The Company has retained a vendor to assist in the maintenance of the Company's confidential hotline and website. This hotline and website shall be reviewed by the Monitor. The Company shall continue to post information about this hotline on its website and shall continue to inform all those who avail themselves of the hotline of the Company's commitment to non-retaliation and to maintain confidentiality and anonymity with respect to such reports.

Meeting with Representatives of the Office

38. Within thirty (30) calendar days of the Effective Date of this DPA on a date mutually acceptable to the Company and the Office, representatives of the Office will meet with the Company's senior compliance, sales, and marketing executives involved in the sale or leasing of medical and surgical products, and any other Company employees whom the Company deems appropriate. At that meeting, representatives of the Office will communicate the goals of this DPA.

Cooperation

39. In matters relating to federal health care laws, including the Anti-Kickback Statute, and the Foreign Corrupt Practices Act, the Company will cooperate fully with all federal law enforcement and regulatory agencies, including but not limited to: the Criminal and Civil Divisions of the Office; the United States Department of Justice, Criminal and Civil Divisions; HHS-OIG; the FBI; and the FDA; provided, however, that such cooperation shall not require the Company's waiver of attorney-client and work product protections or any other applicable legal privileges. Nothing in this DPA shall be construed as a waiver of any applicable attorney-client or work product privileges. The Company's future cooperation is an important factor in the decision of the Office to enter into this DPA, and the Company will continue to cooperate fully with the Office, and with any other government agency designated by the Office, regarding any issue about which the Company has knowledge or information with respect to compliance with federal health care laws and the Foreign Corrupt Practices Act. The Company agrees that its continuing cooperation during the term of this DPA shall include, but shall not be limited to, the following:

a. Not engaging in or attempting to engage in any criminal conduct;

b. Completely, truthfully, and promptly disclosing all non-privileged information concerning all matters about which the Office and other government agencies designated by the Office may inquire with respect to the Company's compliance with federal health care laws and the Foreign Corrupt Practices Act, and continuing to provide the Office, upon request, all non-privileged documents and other materials relating to such inquiries;

c. Ensuring that Olympus Corporation ("Olympus Tokyo") completely, truthfully, and promptly discloses all non-privileged information concerning all matters about which the Office and other government agencies designated by the Office may inquire with respect to the Company's compliance with federal health care laws and the Foreign Corrupt Practices Act, including but not limited to the Office's ongoing investigation regarding the design, marketing, and sales of Olympus's duodenoscopes, related reporting and disclosure issues regarding infections, and potential violations of the Food, Drug & Cosmetic Act and other federal laws, and ensuring that Olympus Tokyo continues to provide the Office, upon request, all non-privileged documents and other materials relating to such inquiries;

d. Consenting to any order sought by the Office permitting disclosure to the Civil Division of the United States Department of Justice of any materials

relating to compliance with federal health care laws that constitute "matters occurring before the grand jury" within the meaning of Rule 6(e) of the Federal Rules of Criminal Procedure. Notwithstanding the above, any consent provided by the Company shall not be construed as any agreement that the standards otherwise required by Rule 6(e) of the Federal Rules of Criminal Procedure have been satisfied. If the Company asserts that any such material contains trade secrets or other proprietary information, the Company shall propose redactions prior to disclosure to any other governmental entity, or the material shall be accompanied by a prominent warning notifying the receiving agency of the material's protected status;

e. Making available current Company officers and employees and using its best efforts to make available former Company officers and employees to provide information and/or testimony at all reasonable times as requested by the Office, including sworn testimony before a federal grand jury or in federal trials, as well as interviews with federal law enforcement authorities as may relate to matters involving compliance with health care laws. The Company is not required to request of its current or former officers and employees that they forego seeking the advice of an attorney or that they act contrary to that advice. Cooperation under this paragraph shall include, upon request, identification of witnesses who, to the

Company's knowledge, may have material non-privileged information regarding the matters under investigation;

f. Providing testimony, certifications, and other non-privileged information deemed necessary by the Office or a court to identify or establish the original location, authenticity, or other evidentiary foundation necessary to admit into evidence documents in any criminal or other proceeding relating to compliance with federal health care laws and the Foreign Corrupt Practices Act;

g. This agreement to cooperate does not apply to any information provided by the Company to legal counsel in connection with the provision of legal advice and the legal advice itself, or to information or documents prepared in anticipation of litigation, and nothing in this DPA shall be construed to require the Company to provide any such information or advice to the Office or any other government agency; and

h. The cooperation provisions in this Agreement shall no longer apply in the event that the Office pursues a criminal prosecution against the Company related to the Criminal Complaint.

Breach of Agreement

40. Should the Office determine, in good faith and in its sole discretion, during the term of this DPA that the Company has committed any criminal conduct subsequent to the Effective Date of this DPA, the Company shall, in the discretion of the Office and consistent with paragraph 41, thereafter be subject to prosecution for any federal crimes of which the Office

has knowledge, including crimes relating to the matters set forth in the Criminal Complaint and the Statement of Facts.

41. Should the Office determine in good faith and in its sole discretion that the Company has knowingly and willfully breached any material provision of this DPA, the Office shall provide written notice to the Company of the alleged breach and provide the Company with a three-week period from receipt of such notice in which to make a presentation to the Office to demonstrate that no breach occurred; that the breach was not material or knowingly and willfully committed; or that the breach has been cured. Should the Company fail to make a presentation to the Office within the three-week period after receiving written notice of an alleged breach, or by any other date agreed by the Office and the Company, it shall be conclusively presumed that the Company is in breach of this DPA. The determination whether the Company has breached this DPA rests solely in the discretion of the Office, and the exercise of discretion by the Office under this paragraph is not subject to review in any court or tribunal. In the event of any breach of this DPA, any resulting prosecution of the Company may be premised upon any information provided by or on behalf of the Company to the Office at any time, unless otherwise agreed at the time the information was provided.

42. In the event that the Office determines that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Office or to the Court, including the attached Statement of Facts, and any testimony given by the Company before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Office against the

Company; and (b) the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer, or employee, or any person acting on behalf of, or at the direction of, the Company, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Office. In the event that future criminal proceedings are brought by the Office in accordance with paragraphs 40 and 41 of this Agreement, the Company will not contest or contradict the Statement of Facts, and the Statement of Facts shall be admitted against the Company as an admission, without objection. Neither this Agreement nor the Statement of Facts is a final adjudication of the matters addressed in the Agreement and the Statement of Facts.

43. In the event of breach of this DPA as defined in paragraphs 40 and 41 above, the Office shall have sole discretion to extend the term of this DPA and the Monitor by a period of up to twenty-four (24) months, with a total term not to exceed sixty (60) months, in lieu of prosecuting the Company.

44. In the event that the Company demonstrates to the Office that there exists a change in circumstances sufficient to eliminate the need for a Monitor, the Office may exercise its discretion, consistent with United States Department of Justice policy, to terminate the monitorship.

Waivers and Limitations

45. The Company shall expressly waive all rights to a speedy trial pursuant to the Sixth Amendment of the United States Constitution, Title 18, United States Code, Section 3161, Federal Rule of Criminal Procedure 48(b), and any applicable Local Rules of the United States District Court for the District of New Jersey, for the period that this DPA is in effect for any prosecution of the Company relating to the allegations set forth in the Criminal Complaint and the Statement of Facts.

46. If the Office undertakes a prosecution under paragraphs 40 and 41, any prosecution of the Company relating to the allegations set forth in the Criminal Complaint and the Statement of Facts that is not time-barred by the applicable statute of limitations as of the Effective Date of this DPA may be commenced against the Company notwithstanding the expiration of any applicable statute of limitations during the term of the DPA. The Company agrees to waive any claims of improper venue with respect to any prosecution of the Company relating to the allegations set forth in the Criminal Complaint and the Statement of Facts. This waiver is knowing and voluntary and in express reliance on the advice of counsel. Any such waiver shall terminate upon final expiration of this DPA.

47. Absent the express written consent of the Office, if, after the Effective Date of this Agreement, the Company sells all or substantially all of its business operations as they exist as of the Effective Date of this Agreement to a single purchaser or group of affiliated purchasers during the term of this Agreement, or merges with a third party in a transaction in which the Company is not the surviving entity, the Company shall include in any contract for such sale or

merger a provision binding the purchaser, successor, or surviving entity to continue to comply with the Company's obligations as contained in this DPA.

48. Nothing in this DPA restricts in any way the ability of the Office to investigate and prosecute any current or former Company officer, employee, agent, or attorney.

Dismissal of Complaint

49. If the Company complies fully with all of its obligations under this DPA, the Office will seek dismissal with prejudice of the Criminal Complaint within ten (10) calendar days of the expiration of the term of this DPA.

50. Except as otherwise provided in this Agreement, during and upon the conclusion of the term of this DPA, the Office will not prosecute the Company further for conduct which falls within the Office's investigation of violations of the Anti-Kickback Statute from 2006 through 2011. The non-prosecution provisions of this DPA specifically exclude the Office's ongoing investigation regarding the design, marketing, and sales of Olympus's duodenoscopes, related reporting and disclosure issues regarding infections, and potential violations of the Food, Drug & Cosmetic Act and other federal laws. The non-prosecution provisions of this DPA also specifically exclude any actions taken by the United States, civil or criminal, relating to federal tax matters.

Notices

51. Any notice to the Office under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to:

Chief, Health Care & Government Fraud Unit
United States Attorney's Office
District of New Jersey
970 Broad Street, 7th Floor
Newark, NJ 07102

Any notice to the Company under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to:

Thomas M. Gallagher, Esquire
Pepper Hamilton LLP
3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, Pennsylvania 19103-2799

The Full Agreement

52. This DPA constitutes the full and complete agreement between the Company and the Office and supersedes any previous agreement between them. The Company and the Office have not agreed to any additional promises, agreements, or conditions other than those set forth in this DPA, and none will be binding unless in writing and signed by the Office, Company counsel, and a duly authorized representative of the Company. The Office may permit exceptions to or excuse particular requirements set forth in this DPA at the written request of the Company or the Monitor, but any such permission shall be in writing.

53. This DPA may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement. The

exchange of copies of this DPA and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this DPA as to the parties and may be used in lieu of the original DPA for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

AGREED:

FOR OLYMPUS CORPORATION OF THE AMERICAS

Date: _____ By: _____
Nacho Abia
President and Chief Executive Officer
Olympus Corporation of the Americas

Date: _____ By: _____
Thomas M. Gallagher, Esq.
Jeremy D. Frey, Esq.
Pepper Hamilton LLP

FOR THE DEPARTMENT OF JUSTICE:

PAUL J. FISHMAN
United States Attorney
District of New Jersey

Date: _____ BY: _____
Deborah J. Gannett
R. David Walk, Jr.
Assistant United States Attorneys

APPROVED:

_____
Jacob T. Elberg
Chief
Health Care & Government Fraud Unit
Assistant United States Attorney

DIRECTOR'S CERTIFICATE

I have read this Agreement and carefully reviewed every part of it with outside counsel for Olympus Corporation of the Americas (the "Company"). I understand the terms of this Agreement and voluntarily agree, on behalf of the Company, to each of its terms. Before signing this Agreement, I consulted outside counsel for the Company. Counsel fully advised me of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

I have carefully reviewed the terms of this Agreement with the Board of Directors of the Company. I have advised and caused outside counsel for the Company to advise the Board of Directors fully of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of the Company, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am a Director of the Company and that I have been duly authorized by the Company to execute this Agreement on behalf of the Company.

Date: _____

Olympus Corporation of the Americas

By: _____

Nacho Abia
Director

CERTIFICATE OF COUNSEL

I am counsel for Olympus Corporation of the Americas (the "Company") in the matter covered by this Agreement. In connection with such representation, I have examined relevant Company documents and have discussed the terms of this Agreement with the Company Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of the Company has been duly authorized to enter into this Agreement on behalf of the Company and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of the Company and is a valid and binding obligation of the Company. Further, I have carefully reviewed the terms of this Agreement with the Board of Directors and the General Counsel of the Company. I have fully advised them of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into this Agreement. To my knowledge, the decision of the Company to enter into this Agreement, based on the authorization of the Board of Directors, is informed and voluntary.

Date: _____

By: _____
Thomas M. Gallagher
Pepper Hamilton LLP
Counsel for Olympus Corporation of the Americas

CERTIFIED COPY OF RESOLUTION

Upon the unanimous written consent of all the Directors in accordance with Section 708 of the New York Business Corporation Law, the following resolution was adopted:

WHEREAS, Olympus Corporation of the Americas (the "Company") has been engaged in discussions with the United States Attorney's Office for the District of New Jersey (the "Office") in connection with an investigation being conducted by that Office; and

WHEREAS, the Board of the Company consents to resolution of these discussions by entering into a Deferred Prosecution Agreement that the Company's Board of Directors has reviewed with outside counsel representing the Company, relating to a criminal complaint to be filed in the United States District Court for the District of New Jersey charging the Company with conspiracy to commit violations of the Anti-Kickback Statute;

NOW, THEREFORE, BE IT RESOLVED that outside counsel representing the Company from Pepper Hamilton LLP be, and they hereby are authorized, empowered, and directed to execute a Deferred Prosecution Agreement on behalf of the Company substantially in the same form as reviewed by the Company's Board of Directors and attached as Exhibit A, and that a Director of this Company is authorized to execute the attached Director's Certificate.

SECRETARY'S CERTIFICATION

I, Donna Miller, the duly elected Secretary of Olympus Corporation of the Americas (the "Company"), a corporation organized under the laws of the State of New York, hereby certify that the attached document is a true and exact copy of a resolution approved by the Board of Directors of the Company via unanimous written consent on [insert date]:

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and affixed the Seal of said Corporation on this ____ day of ___ 2016.

_____

Donna Miller, Secretary

ATTACHMENT A

STATEMENT OF FACTS

Summary

1. From at least as early as in or about 2006, and continuing through in or about 2011, within the District of New Jersey, and elsewhere, OLYMPUS CORPORATION OF THE AMERICAS (referred to herein as "OLYMPUS"), acting through certain of its officers and employees, including senior employees, knowingly and intentionally conspired and agreed with others to commit an offense against the United States, that is, to knowingly and willfully offer and pay remuneration, directly and indirectly, overtly and covertly, in cash and in kind, namely, kickbacks, to persons to induce such persons to purchase, lease, order, and arrange for and recommend purchasing, leasing and ordering goods and items for which payment may be made in whole or in part under a Federal health care program, namely, Medicare and Medicaid, contrary to Title 42, United States Code, Section 1320a-7(b)(2).

2. Specifically, OLYMPUS sought to, and did, induce doctors, hospitals, and other health care providers to buy OLYMPUS products by giving them various types of remuneration, including grants, payments for travel and recreational activities, consulting payments, and gifts or no-charge loans of OLYMPUS equipment, some of which sold for $20,000 or more. In this fashion, OLYMPUS facilitated more than $600 million in sales of OLYMPUS medical and surgical equipment – in particular, endoscopes – making OLYMPUS more than $230 million in gross profits from those sales.

3. At all times relevant to this Statement of Facts, the Medicare Program ("Medicare") was a federal program that provided free or below-cost health care benefits to certain individuals, primarily the elderly, blind, and disabled. The Medicaid Program ("Medicaid") was a jointly funded, federal-state health insurance program that provided certain health benefits to the disabled, as well as to individuals and families with low income and resources. The federal government provided matching funds to Medicaid and ensured that states complied with minimum standards in the administration of the program. Medicare and Medicaid are "Federal health care programs" as defined in Title 42, United States Code, Section 1320a-7b(f).

4. OLYMPUS, with its principal place of business in Center Valley, Pennsylvania, sold medical and surgical equipment to doctors, hospitals, and other health care providers throughout the United States, including in New Jersey. The doctors, hospitals, and other health care providers then used the OLYMPUS medical and surgical equipment in various procedures for which they received payments under Medicare and Medicaid. OLYMPUS's medical and surgical equipment were thus goods and items for which payment may be made in whole or in part under a Federal health care program. From

2006 to 2011, OLYMPUS's sales of medical and surgical equipment in the United States totaled approximately $7 billion.

5. At all times relevant to this Statement of Facts, OLYMPUS did not have appropriate training and compliance programs to prevent and identify violations of federal health care laws, including the Anti-Kickback Statute, Title 42, United States Code, Section 1320a-7b(b). OLYMPUS did not create any Compliance Officer position until 2009 and did not hire an experienced compliance professional to fill that position until August 2010.

6. The object of the conspiracy was for OLYMPUS, and certain of its officers and employees, including senior employees, to induce doctors, hospitals, and other health care providers to buy OLYMPUS products by giving them various types of kickbacks, including grants, payments for travel and recreational activities, consulting payments, and gifts or no-charge loans of OLYMPUS equipment, some of which sold for $20,000 or more.

7. It was a part of the conspiracy that OLYMPUS awarded millions of dollars in grants through a Grant Committee that, until July 2009, was comprised largely of sales and marketing personnel. From January 2006 until June 2007, OLYMPUS's Chief Marketing Officer and Vice President of Customer Relations chaired the Grant Committee, and he was replaced by OLYMPUS's Director of Customer Relations, who chaired the Grant Committee until July 2009. OLYMPUS's management endorsed the strategy of using grants to build and retain the loyalty of OLYMPUS customers and induce purchases of OLYMPUS products. The Grant Committee often considered sales and customer relations in awarding grants, and one purpose of numerous grants was to help OLYMPUS sell products to the grant recipient. For example:
    a. On or about October 16, 2007, an OLYMPUS Vice President of Sales and member of the Grant Committee supported a $100,000 research grant to Hospital #1's Foundation because Hospital #1 was "our #1 account in the US and I have no intention of losing any of it to" a competitor.
    b. On or about October 26, 2007, the Grant Committee awarded Hospital #2 a $5,000 grant sought, at Hospital #2's request, by a sales representative to facilitate a pending $750,000 sale and the conversion of Hospital #2 from a competitor.
    c. In or about August 2006, an OLYMPUS sales representative had the Grant Committee approve an unrestricted research grant of $50,000 for three years to Hospital #3 while the sales representative was trying to make a large sale to Hospital #3, but, at the direction of the sales representative and with the concurrence of the Chairman of the OLYMPUS Grant Committee, OLYMPUS held the grant funds for several months until Hospital #3 signed the deal to purchase OLYMPUS equipment.
    d. OLYMPUS approved grants in 2007 to Hospital #9 because OLYMPUS was "getting tremendous ROI [return on investment] within [Hospital #9]," including

sales of "at least 15 full lap[arascopic] towers" and "$800,000 in outstanding quotes" in 2007.

8. It was a further part of the conspiracy that OLYMPUS paid doctors' expenses for travel, leisure, and recreation during programs requiring doctor travel, including week-long trips to Japan, to reward past purchases and induce future purchases of OLYMPUS products. For example:
    a. In or about October 2007, multiple senior executives caused OLYMPUS to agree to pay for three doctors to spend a week in Japan as a quid pro quo for the decision of Hospital #4, a prominent California institution, to switch from a competitor to OLYMPUS's products, after which one of the doctors thanked OLYMPUS for "providing so much extra entertainment that we did not expect."
    b. Every year from 2006 through 2009, OLYMPUS treated the physician president of a prominent professional organization and (except for 2009) his or her spouse to a week-long trip to Japan and paid the physician a $10,000 honorarium to give one lecture during the trip.
    c. OLYMPUS paid for doctors' lavish meals, ballooning, winery tours, golf, and spa treatments at an OLYMPUS-sponsored forum because it was "a great way to network, talk business, socialize without our competitors."
    d. In 2006, OLYMPUS invited the key doctor for a Midwestern hospital system to a week-long trip to Japan and approved a grant sought by the doctor. On September 8, 2006, an OLYMPUS vice president wrote the person responsible for the invitation, who was also chair of the Grant Committee, to thank him for the support: "We have received all of the orders expected and have kept [a competitor] completely out of the [Midwestern hospital] system. Hooray!"

9. It was a further part of the conspiracy that OLYMPUS gave, or loaned for extended periods without charge, endoscopes and other equipment to doctors and institutions, some of which cost $20,000 or more, in order to win business and induce purchases of OLYMPUS products. For example:
    a. While Hospital #5 was considering a proposal to purchase more than $3 million in OLYMPUS equipment and services, an OLYMPUS Vice President approved donating tens of thousands of dollars of equipment to Hospital #5 in order to "neutralize" a competitor's efforts.
    b. From in or about January 2006 through in or about September 2010, OLYMPUS senior executives caused OLYMPUS to give Doctor #1 approximately $400,000 in endoscopes and other equipment to use without charge in his private practice, and OLYMPUS believed Doctor #1 had a major role in the decisions of Hospital #6, a leading New York medical center, to buy millions of dollars in products from OLYMPUS.
    c. OLYMPUS gave Hospital #7, a large Midwestern institution, free use of demonstrative and loaner equipment worth over $1,000,000 to retain the customer

and keep out a competitor, thus inducing further purchases of OLYMPUS products.

d. In 2007, OLYMPUS approved a donation of equipment to a Southern hospital system because it was building a new hospital "and we need access for potential sell of $300k."

e. OLYMPUS loaned demo equipment without charge to Hospital #10 as part of a conversion of the account from a competitor, and an OLYMPUS regional sales director recommended extending the loan a year later even after recognizing that the loan was "certainly inappropriate especially given the AdvaMed Guidelines on leaving equipment in accounts."

f. Under the Medical Loaner Sale program, OLYMPUS sales representatives would loan endoscopes to customers without charge for months and sometimes more than a year for the express purpose of inducing the customers to purchase that equipment.

g. When equipment leases came to an end, OLYMPUS would allow the customers to keep the old equipment and skip several months of payments, in order to induce the customers to sign a new lease.

10. It was a further part of the conspiracy that OLYMPUS made consulting payments to doctors, including payments made without a written agreement, with one purpose of the payments being to induce purchases of OLYMPUS products. For example, from 2006 to 2011, OLYMPUS paid approximately $112,300 in consulting payments to Doctor #2, who OLYMPUS believed to be influential in the purchasing decisions of Hospital #8, a leading southeastern medical institution.

11. In furtherance of the conspiracy, and to effect its objects, OLYMPUS committed the following overt acts in the District of New Jersey and elsewhere:

a) In or about October 2007, multiple senior executives caused OLYMPUS to pay for three doctors to spend a week in Japan as a quid pro quo for the decision of Hospital #4, a prominent California institution, to switch from a competitor and purchase OLYMPUS products.

b) In or about August 2006, an OLYMPUS sales representative caused the Grant Committee to approve an unrestricted research grant of $50,000 for three years to Hospital #3 while the sales representative was trying to make a large sale to Hospital #3. At the direction of the sales representative and with the concurrence of the Chairman of the OLYMPUS Grant Committee, OLYMPUS held the grant funds for several months until Hospital #3 signed the deal to purchase OLYMPUS equipment.

c) From in or about January 2006 through in or about September 2010, senior executives caused OLYMPUS to give Doctor #1 – who OLYMPUS believed had a major role in the decisions of Hospital #6, a leading New York medical center, to buy

millions of dollars in products from OLYMPUS –approximately $400,000 in endoscopes and other equipment to use without charge in his private practice. .

d) On or about October 26, 2007, the OLYMPUS Grant Committee, which included several senior executives, awarded Hospital #2 a $5,000 grant sought, at Hospital #2's request, by a sales representative to facilitate a pending $750,000 sale and the conversion of Hospital #2 from a competitor.

12. As a result of payments of kickbacks made pursuant to the conspiracy described above, OLYMPUS induced more than $600 million in purchases of OLYMPUS medical and surgical equipment. OLYMPUS made more than $230 million in gross profits from those sales.

ATTACHMENT B

1. Olympus America Inc., limited to payments related to non-medical and non-surgical products that are not specifically marketed to and sold for use by HCPs.

2. Olympus Receivables Funding Corp. III

3. Olympus de Costa Rica Limitada

4. Olympus Imaging de Mexico, S.A. de C.V.

5. Gyrus ACMI, LLC

6. Cbyond Ltd.

7. Olympus Latin America Inc. (other than in U.S. Territories)

8. Olympus Optical do Brasil Ltda.

9. Olympus America de Mexico, S.A. de C.V

10. Olympus Canada Inc.

11. Olympus Communication Technology of America, Inc.

12. Olympus Scientific Solutions Americas Corp.

13. Olympus NDT Canada Inc.

14. Olympus NDT Systems Inc.

15. Olympus NDT Deutschland GmbH

16. Olympus Scientific Solutions Technologies Inc.

17. Olympus Scientific Solutions Americas Inc.