UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

CASE NO. _____

UNITED STATES OF AMERICA

v.

OLYMPUS LATIN AMERICA, INC.,

Defendant.

_____/

DEFERRED PROSECUTION AGREEMENT

Defendant Olympus Latin America, Inc. on behalf of itself and its majority owned subsidiaries (the "Company" or "OLA"), pursuant to the authority granted by the Company's Board of Directors, and the United States Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the District of New Jersey (collectively, the "Offices"), enter into this deferred prosecution agreement (the "Agreement"). Olympus Corporation of the Americas ("OCA"), pursuant to authority granted by OCA's Board of Directors, also agrees to certain terms and obligations of the Agreement as described below.

Criminal Complaint and Acceptance of Responsibility

1. The Company acknowledges and agrees that the Offices will file a criminal complaint (the "Complaint") based on the Statement of Facts attached as Attachment A in the United States District Court for the District of New Jersey charging the Company with one count of conspiracy to violate the Foreign Corrupt Practices Act, contrary to Title 15, United States Code, Section 78dd-2, in violation of Title 18, United States Code, Section 371, and one count of violating the Foreign Corrupt Practices Act, contrary to Title 15, United States Code, Section

78dd-2(a). In so doing, the Company: (a) knowingly waives all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); (b) knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the attached Statement of Facts and consents to the filing of the Complaint in the United States District Court for the District of New Jersey; and (c) knowingly waives any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts, incorporated by reference into this Agreement ("Attachment A").

2. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as charged in the Complaint, and as set forth in Attachment A, and that the allegations described in the Complaint and the facts described in Attachment A are true and accurate. Should the Offices pursue the prosecution that is deferred by this Agreement, the Company stipulates to the admissibility of the Statement of Facts in any proceeding, including any trial, guilty plea, or sentencing proceeding, and will not contradict anything in the Statement of Facts at any such proceeding.

Term of the Agreement

3. Except as specifically provided below, this Agreement 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 independent compliance monitor ("Monitor") is retained by the Company, as described in paragraphs 11 to 16 below (the "Term"). The Company and OCA agree, however, that, in the event the Offices determine, in their sole discretion, that the Company or OCA has knowingly violated any applicable provision of this Agreement, an extension or extensions of the Term of the Agreement may be imposed by the Offices, in their sole discretion, for up to a total

additional time period of one year, without prejudice to the Offices' right to proceed as provided in Paragraphs 19 to 23 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the monitorship, for an equivalent period. Conversely, in the event the Offices find, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the monitorship and that the other provisions of this Agreement have been satisfied, the Term of the Agreement may be terminated early.

Relevant Considerations

4. The Offices enter into this Agreement based on the individual facts and circumstances presented by this case and by the Company. Among the factors considered were the following: (a) the Company did not timely, voluntarily disclose the FCPA violations at issue; (b) the Company received credit of 20% for its cooperation, including conducting an extensive internal investigation, translating documents as necessary, and collecting, analyzing, and organizing voluminous evidence and information for the Offices; (c) the Company remediated by, among other things, terminating its involvement with numerous responsible parties, including employees and third-party distributor relationships in Latin America, and enhancing its due diligence for third-party agents and consultants; (d) the Company and OCA have committed to continue to enhance their compliance programs and internal controls, including ensuring that their compliance programs satisfy the minimum elements set forth in Attachment C to this Agreement and to retain a monitor for a period of three years; (e) the nature and scope of the offense conduct; (f) the Company has no prior criminal history; and (g) the Company's agreement to continue to cooperate with the Offices in any ongoing investigation of the conduct of the Company, and its officers, directors, employees, agents, and consultants relating to possible violations under investigation by the Offices as provided in Paragraph 5 below.

Future Cooperation and Disclosure Requirements

5. The Company shall cooperate fully with the Offices in any and all matters relating to the conduct described in this Agreement and Attachment A and other conduct under investigation by the Offices at any time during the Term of this Agreement, subject to applicable law and regulations, until the date upon which all investigations and prosecutions arising out of such conduct are concluded, whether or not those investigations and prosecutions are concluded within the Term as specified in Paragraph 3. At the request of the Offices, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the Company or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement and Attachment A and other conduct under investigation by the Offices at any time during the Term. The Company agrees that its cooperation pursuant to this paragraph shall include, but not be limited to, the following:

a. The Company shall truthfully disclose all factual information not protected by a valid claim of attorney-client privilege or work product doctrine with respect to its activities, those of its subsidiaries and affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which it has any knowledge or about which the Offices may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Offices, upon request, any document, record or other tangible evidence about which the Offices may inquire of the Company.

b. Upon request of the Offices, the Company shall designate knowledgeable employees, agents or attorneys to provide to the Offices the information and materials described in Paragraph 5(a) above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information.

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Offices, present or former officers, directors, employees, agents and consultants of the Company. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this Paragraph shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.

d. With respect to any information, testimony, documents, records or other tangible evidence provided to the Offices pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable law and regulations, to other governmental authorities, including United States authorities and those of a foreign government, as well as the MDBs, of such materials as the Offices, in their sole discretion, shall deem appropriate.

6. In addition to the obligations in Paragraph 5, during the Term of the Agreement, should the Company or OCA learn of credible evidence or allegations of a violation of U.S. federal law, they shall promptly report such evidence or allegations to the Offices.

Payment of Monetary Penalty

7. The Offices and the Company agree that application of the United States Sentencing Guidelines ("USSG" or "Sentencing Guidelines") to determine the applicable fine range yields the following analysis:

The 2014 USSG are applicable to this matter.

Offense Level. Based upon USSG § 2C1.1, the total offense level is 34, calculated as follows:

(a)(2)	Base Offense Level	12
(b)(1)	Multiple Bribes	+2
(b)(2)	Value of benefit received is more than $7,000,000	+20
TOTAL		34

Base Fine. Based upon USSG § 8C2.4(a)(1), the base fine is $28,500,000

Culpability Score. Based upon USSG § 8C2.5, the culpability score is 5, calculated as follows:

(a)	Base Culpability Score	5
(b)(3)	the organization had 50 or more employees and an individual within high-level personnel of the organization participated in, condoned, or was willfully ignorant of the offense	+2
(g)(1)	The organization fully cooperated in the investigation and clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct	- 2

TOTAL	5

Calculation of Fine Range:

Base Fine	$28,500,000
Multipliers	1.0 (min)/2.0 (max)
Fine Range	$28,500,000 / $57,000,000

The Company agrees to pay a monetary penalty in the amount of $22,800,000 to the United States Treasury within ten (10) days of the filing of the Complaint. If for any reason the Company fails to make such payment, OCA agrees to make the payment on behalf of the Company within five days of the Company's failure to pay. The Company, OCA, and the Offices agree that this fine is appropriate given the facts and circumstances of this case, including the Company's cooperation and the nature and scope of the offense conduct. The $22,800,000 penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Offices that $22,800,000 is the maximum penalty that may be imposed in any future prosecution, and the Offices are not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the Offices agree that under those circumstances, they will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. The Company acknowledges that no United States tax deduction may be sought in connection with the payment of any part of this $22,800,000 penalty by any Olympus-related entity.

Conditional Release from Liability

8. Subject to Paragraphs 19 to 23, the Offices agree, except as provided in this Agreement, that they will not bring any criminal or civil case against the Company relating to any of the conduct described in Attachment A or the criminal Complaint filed pursuant to this

Agreement. The Offices, however, may use any information related to the conduct described in the attached Statement of Facts against the Company: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code.

a. This Agreement does not provide any protection against prosecution for any future conduct by the Company or OCA.

b. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company or OCA.

Corporate Compliance Program

9. The Company and OCA represent that they have implemented and will continue to implement a compliance and ethics program, throughout their operations, designed to prevent and detect violations of the FCPA and other applicable anti-corruption laws, including violations by their employees, subsidiaries, affiliates, agents, and joint ventures, and their contractors and subcontractors whose responsibilities include interacting with foreign officials or other activities carrying a high risk of corruption.

10. In order to address any deficiencies in their internal controls, policies, and procedures, the Company and OCA represent that they have undertaken, and will continue to undertake in the future, in a manner consistent with all of their obligations under this Agreement, a review of their existing internal controls, policies, and procedures regarding compliance with the FCPA and other applicable anti-corruption laws. If necessary and appropriate, the Company and OCA will adopt new or modify existing internal controls, policies, and procedures in order to ensure that the Company and OCA maintain: (a) a system of internal accounting controls

designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) rigorous anti-corruption compliance code, standards, and procedures designed to detect and deter violations of the FCPA and other applicable anti-corruption laws. The internal controls system and compliance code, standards, and procedures will include, but not be limited to, the minimum elements set forth in Attachment C, which is incorporated by reference into this Agreement.

Independent Compliance Monitor

11. The Company and OCA agree to retain a Monitor for the term specified in Paragraph 14. The Monitor's duties and authority concerning this Agreement, the FCPA, and other anti-corruption laws shall be the same as the Monitor's duties and authority as set forth in Paragraphs 18 to 22 of the deferred prosecution agreement between OCA and the United States Attorney's Office for the District of New Jersey filed simultaneously herewith (hereinafter "OCA DPA"). The Company and OCA shall have the same obligations under this Agreement as the obligations of OCA under paragraphs 18 to 22 of the OCA DPA.

12. The Monitor's primary responsibility under the Agreement is to assess and monitor the Company's and OCA's compliance with the terms of the Agreement, including the Corporate Compliance Program described in Attachment C, so as to specifically address and reduce the risk of any recurrence of misconduct. During the term of the monitorship, the Monitor will evaluate, in the manner set forth below, the effectiveness of the internal accounting controls, record-keeping, and financial reporting policies and procedures of the Company and OCA as they relate to their current and ongoing compliance with the FCPA and other applicable anti-corruption laws and take such reasonable steps as, in his or her view, may be necessary to fulfill the foregoing mandate (the "Mandate"). This Mandate shall include an assessment of the

Board of Directors' and senior management's commitment to, and effective implementation of, the corporate compliance program described in Attachment C, as well as the obligations of the Company set forth in Paragraphs 18 to 22 of the OCA DPA.

13. The Monitor shall be selected pursuant to the selection criteria set forth in the OCA DPA, and the United States Department of Justice, Criminal Division, Fraud Section, shall participate in the Monitor selection process as it relates to this Agreement. The same selected Monitor shall perform the duties set forth in this Agreement and the OCA DPA. If the Monitor resigns or is otherwise unable to fulfill his or her obligations, the Company shall comply with the process set forth in Paragraph 24 of the OCA DPA for selecting a replacement, and the terms of this Agreement shall apply to any successor Monitor.

14. The Monitor's term shall be three (3) years from the later of the date on which this Agreement is fully executed or the date on which the Monitor is retained by the Company and OCA, subject to extension or early termination as described in Paragraph 3. The Monitor's powers, duties, and responsibilities, as well as additional circumstances that may support an extension of the Monitor's term, as set forth in Paragraphs 18 to 22 of the OCA DPA and in this Agreement, extend to the FCPA and other applicable anti-corruption laws. The Company and OCA agree that they will not employ or be affiliated with the Monitor or the Monitor's firm for a period of not less than two (2) years from the date on which the Monitor's term expires. Nor will the Company or OCA discuss with the Monitor or the Monitor's firm the possibility of further employment or affiliation during the Monitor's term.

15. The Monitor shall provide written reports, as set forth in the OCA DPA, that also address the Company's compliance with the terms of the Agreement, including the Corporate Compliance Program described in Attachment C. The Monitor shall contemporaneously

transmit copies of the reports to the Chief, FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, at 1400 New York Avenue N.W., Bond Building, Eleventh Floor, Washington, D.C. 20005 and to the Chief, Health Care Fraud Unit, U.S. Attorney's Office for the District of New Jersey, 970 Broad Street, Newark, New Jersey 07102.

16. The reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the 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 remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent that the Department determines in its sole discretion that disclosure would be in furtherance of the Department's discharge of its duties and responsibilities or is otherwise required by law.

Deferred Prosecution

17. In consideration of: (a) the past and future cooperation of the Company described in Paragraphs 4 and 5 above; (b) the Company's payment and OCA's guarantee of payment of a criminal penalty of $22,800,000; (c) the Company's and OCA's implementation and maintenance of remedial measures as described in Paragraphs 9 and 10 above; and (d) the Company's and OCA's retention of an Independent Compliance Monitor as described in Paragraph 11 above, the Offices agree that any prosecution of the Company for the conduct set forth in the attached Statement of Facts, and for the conduct that the Company disclosed to the Offices prior to the signing of this Agreement, be and hereby is deferred for the Term of this Agreement. To the extent there is conduct disclosed by the Company that the parties have specifically discussed and agreed is not covered by this Agreement, which shall include the

conduct identified in paragraph 50 of the OCA DPA, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

18. The Offices further agree that if the Company and OCA fully comply with all of their respective obligations under this Agreement, the Offices will not continue the criminal prosecution against the Company described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within thirty (30) days of the Agreement's expiration, the Offices shall seek dismissal with prejudice of the criminal Complaint filed against the Company described in Paragraph 1, and agree not to file charges in the future against the Company based on the conduct described in this Agreement and Attachment A or as disclosed to the Offices prior to the signing of the Agreement.

Breach of the Agreement

19. If, during the Term of this Agreement, the Company (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information; (c) fails to cooperate as set forth in Paragraphs 5 and 6 of this Agreement; (d) fails to implement a compliance program as set forth in Paragraphs 9 and 10 of this Agreement and Attachment C; (e) fails to retain a Monitor as set forth in Paragraph 11 of this Agreement; (f) commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (g) otherwise fails specifically to perform or to fulfill completely each of the Company's obligations under the Agreement, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Offices have knowledge, including, but not limited to, the charges in the Complaint described in Paragraph 1, which may be pursued by the Offices in the U.S. District Court for the District of New Jersey or any other appropriate venue. Determination of whether the Company has breached the

Agreement and whether to pursue prosecution of the Company shall be in the Offices' sole discretion. Any such prosecution may be premised on information provided by the Company or OCA or their personnel. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company and OCA agree that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year.

20. In the event the Offices determine that the Company or OCA has breached this Agreement, the Offices agree to provide the Company and OCA with written notice prior to instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice, the Company and OCA shall have the opportunity to respond to the Offices in writing to explain the nature and circumstances of the breach, as well as the actions the Company and OCA have taken to address and remediate the situation, which the Offices shall consider in determining whether to pursue prosecution of the Company.

21. In the event that the Offices determine that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Offices 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 Offices 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 or OCA will be imputed to the Company or OCA for the purpose of determining whether the Company or OCA has violated any provision of this Agreement shall be in the sole discretion of the Offices.

22. The Company and OCA acknowledge that the Offices have made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company or OCA breaches this Agreement and this matter proceeds to judgment. The Company and OCA further acknowledge that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

23. No later than 90 days prior to the expiration of the period of deferred prosecution specified in this Agreement, the Company, by the President of the Company and the Chief Financial Officer of the Company, and OCA, by the President of OCA and the Chief Financial Officer of OCA, will certify to the Offices that the Company and OCA have met their disclosure obligations pursuant to Paragraph 6 of this Agreement. Each certification will be deemed a material statement and representation by the Company and OCA to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

Sale, Merger, or Other Change in Corporate Form of Company

24. Except as may otherwise be agreed by the Company, OCA, and the Offices in connection with a particular transaction, the Company and OCA agree that, in the event that, during the Term of the Agreement, they undertake any change in their respective corporate forms, including if they sell, merge, or transfer a substantial portion of their business operations as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, they shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest, to the obligations described in this Agreement. The Company and OCA shall obtain approval from the Offices at least thirty (30) days prior to undertaking any such sale, merger, transfer, or other change in corporate form, including dissolution, in order to give the Offices an opportunity to determine if such change in corporate form would affect the terms or obligations of the Agreement.

Public Statements by Company and OCA

25. The Company and OCA expressly agree that they shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company or OCA, make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company or OCA set forth above or the facts described in the attached Statement of Facts. Any such contradictory statement shall, subject to cure rights of the Company and OCA described below, constitute a breach of this Agreement, and the Company and OCA thereafter shall be subject to prosecution as set forth in Paragraphs 19 to 23 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to the Company or OCA for the

purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Offices. If the Offices determine that a public statement by any such person contradicts in whole or in part a statement contained in the Statement of Facts, the Offices shall so notify the Company and OCA, and the Company and OCA may avoid a breach of this Agreement by publicly repudiating such statement(s) within five (5) business days after notification. The Company and OCA shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating 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. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Company or OCA in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company or OCA.

26. The Company and OCA agree that if they, or any of their subsidiaries or affiliates issue a press release or hold any press conference in connection with this Agreement, the Company and OCA shall first consult with the Offices to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Offices and the Company or OCA; and (b) whether the Offices have any objection to the release.

27. The Offices agree, if requested to do so, to bring to the attention of law enforcement and regulatory authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of the Company's cooperation and remediation. By agreeing to provide this information to such authorities, the

Offices are not agreeing to advocate on behalf of the Company, but rather are agreeing to provide facts to be evaluated independently by such authorities.

Limitations on Binding Effect of Agreement

28. This Agreement is binding on the Company and OCA and the Offices but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Offices will bring the cooperation of the Company and OCA and their compliance with their other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company or OCA.

Notice

29. Any notice to the Offices under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Chief, FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue N.W., Bond Building, Eleventh Floor, Washington, D.C. 20530 and to Chief – Health Care and Government Fraud Unit, United States Attorney's Office, District of New Jersey, 970 Broad Street, Room 700, Newark, N.J. 07102. Any notice to the Company or OCA under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Donna Miller, Esquire, General Counsel, Olympus Corporation of the Americas, 3500 Corporate Parkway, Center Valley, PA 18034, and to Eric Kraeutler, Esquire, Morgan Lewis & Bockius, LLP, 1701 Market Street, Philadelphia, PA 19103. Notice shall be effective upon actual receipt by the Offices or the Company.

Complete Agreement

30. This Agreement, including Attachments A, B, and C, which are incorporated herein by reference (and by cross-reference specified paragraphs of the OCA DPA), sets forth all the terms of the agreement between the Company, OCA, and the Offices. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Offices, the attorneys for the Company and OCA, and a duly authorized representative of the Company and OCA.

AGREED:

FOR OLYMPUS LATIN AMERICA, INC.

Date: _____ By: _____
Luis Antonio Abudo
Olympus Latin America, Inc.

Date: _____ By: _____
Eric Kraeutler
Alison Tanchyk
Morgan, Lewis & Bockius LLP

FOR OLYMPUS CORPORATION OF THE AMERICAS

Date: _____ By: _____
Nacho Abia
Olympus Corporation of the Americas

Date: _____ By: _____
Eric Kraeutler
Alison Tanchyk
Morgan, Lewis & Bockius LLP

FOR THE DEPARTMENT OF JUSTICE:

ANDREW WEISSMANN
Chief, Fraud Section
Criminal Division
United States Department of Justice

Date: _____ BY: _____
James P. McDonald
Trial Attorney

PAUL J. FISHMAN
United States Attorney
District of New Jersey

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

COMPANY OFFICER'S CERTIFICATE

I have read this Agreement and carefully reviewed every part of it with outside counsel for Olympus Latin America, Inc. (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 the President of the Company and that I have been duly authorized by the Company to execute this Agreement on behalf of the Company.

Date: _____

Olympus Latin America, Inc.

By: _____
Luis Antonio Abudo
President, Olympus Latin America, Inc.

CERTIFICATE OF COUNSEL

We are counsel for Olympus Latin America, Inc. (the "Company") in the matter covered by this Agreement. In connection with such representation, we 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, we are 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, we have carefully reviewed the terms of this Agreement with the Board of Directors and the President of the Company. We 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 our knowledge, the decision of the Company to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: _____

By: _____
Eric Kraeutler
Alison Tanchyk
Morgan, Lewis & Bockius LLP
Counsel for Olympus Latin America, Inc.

COMPANY OFFICER'S CERTIFICATE

I have read this Agreement and carefully reviewed every part of it with outside counsel for Olympus Corporation of the Americas ("OCA"). I understand the terms of this Agreement and voluntarily agree, on behalf of OCA, to each of its terms. Before signing this Agreement, I consulted outside counsel for OCA. Counsel fully advised me of the rights of OCA, 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 OCA. I have advised and caused outside counsel for OCA to advise the Board of Directors fully of the rights of OCA, 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 OCA, 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 the President of OCA and that I have been duly authorized by OCA to execute this Agreement on behalf of OCA.

Date: _____

Olympus Corporation of the Americas

By: _____
Nacho Abia
President, Olympus Corporation of the Americas

CERTIFICATE OF COUNSEL

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

Date: _____

By: _____
Eric Kraeutler
Alison Tanchyk
Morgan, Lewis & Bockius LLP
Counsel for Olympus Corporation of the Americas

ATTACHMENT A

STATEMENT OF FACTS

1. The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (the "Agreement") between the United States Department of Justice, Criminal Division, Fraud Section, the United States Attorney's Office for the District of New Jersey (collectively, the "Offices"), Olympus Latin America, Inc., and Olympus Corporation of the Americas. Olympus Latin America, Inc. hereby agrees and stipulates that the following information is true and accurate. Olympus Latin America, Inc. admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should the Offices pursue the prosecution that is deferred by the Agreement, Olympus Latin America, Inc. agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding. The facts set forth establish beyond a reasonable doubt the charges set forth in the criminal Complaint attached to the Agreement. At all times relevant to this statement of facts:

Relevant Entities and Individuals

2. Olympus Corporation ("Olympus") was a Japanese corporation headquartered in Tokyo, Japan that manufactured and distributed worldwide commercial photographic equipment and specialized medical imaging and surgical equipment, including endoscopes and microscopes.

3. Olympus Corporation of the Americas ("OCA") was a New York corporation headquartered in Center Valley, Pennsylvania, that distributed Olympus' medical imaging, photographic, and surgical equipment in the United States, Canada, Central America, and South America.

4. The defendant, Olympus Latin America, Inc. ("OLA"), was a Delaware corporation headquartered in Miami, Florida that distributed Olympus' medical imaging equipment in the Caribbean, Central America, and South America. Beginning on or about April 1, 2008, OLA was a majority owned subsidiary of OCA. OLA's employees were primarily based in Miami, Florida. OLA directly marketed and sold medical equipment to both government and private customers and worked with contracted third-party distributors to make such sales.

5. Olympus Optical do Brasil Ltda. ("OBL") was a Brazil corporation and a majority owned subsidiary of OLA headquartered in Sao Paolo, Brazil. OBL distributed Olympus medical imaging and surgical equipment in Brazil. OBL was supervised and managed by OLA. OBL directly marketed and sold medical equipment to both government and private customers in Brazil and worked with contracted third-party distributors to make such sales.

OLA's Training Centers, Miles Program, and Payments

6. Beginning in or about 2006 and continuing until in or about August 2011, OLA's senior management designed and implemented a plan to increase medical equipment sales in Central and South America by providing personal benefits, including cash, money transfers, personal or non-Olympus medical education travel, free or heavily discounted equipment, and other things of value to certain health care practitioners ("HCPs") employed at government-owned and private health care facilities who could authorize or influence those facilities' decisions to purchase Olympus equipment and to prevent public institutions from purchasing or converting to the technology of competitors. During this time period, the primary manner that OLA used to deliver improper benefits to HCPs was by opening and directing excessive side benefits to "training centers" for targeted HCPs. Although one purpose of the

training centers was to provide education and to encourage the development of minimally invasive procedures in the region, the primary manner that OLA implemented the training center program was to provide pecuniary benefits to pre-selected HCPs who were employed by public institutions or who sat on public tender boards.

7. During the relevant period, OLA identified and targeted certain HCPs in Central and South America who could influence purchasing decisions and labeled them as "Key Opinion Leaders" ("KOLs"). OLA designated certain senior employees to manage its training centers and identify new KOLs in Latin America. OLA repeatedly encouraged its employees to select KOLs based on the future expected sales that those KOLs could influence.

8. In or about February 2007, OLA established a plan to provide KOLs who managed training centers an annual salary of $65,000 per year, a 50% discount on Olympus equipment, and a $130,000 budget for what was termed "VIP Management."

9. Between in or about February 2007 and in or about June 2010, OLA opened thirteen training centers, including seven connected to state-owned hospitals in Central and South America. During this period, an OLA employee located in Miami, Florida tracked OLA equipment sales attributable to each training center and KOL.

10. In or about 2008, OLA established a "Miles Program" to provide free travel to KOLs for personal, non-training center or non-business reasons. Under the program, one "mile" was equivalent to one U.S. dollar that could be used for personal or non-Olympus medical education travel expenses. OLA offered certain KOLs who operated training centers between 5,000 and 30,000 miles (i.e., $5,000 and $30,000) in compensation under the Miles Program. OLA did not require any pre-approval of the travel and did not establish or use any review process for submitted expenses that were to be redeemed under the Miles Program.

11. Throughout the relevant period, OLA, certain of its senior management, and certain sales employees took steps to hide the improper benefits being provided to HCPs by OLA from relevant governmental and hospital authorities, including the government agencies employing the HCPs, by omitting reference to payments, gifts, donations, and personal equipment discounts from relevant contract language or entering into side agreements with HCPs. For example, on or about September 1, 2010, an OLA employee in Miami, Florida sent an email to a distributor in Honduras about an upcoming donation to influence a tender with a ministry of health, writing (as translated): "The document should make no allusion (mention, comment, etc) to the fact that the donation to be made, will favor or promote new business with Olympus or with [the distributor]. The donation should not be interpreted as an action which conditions business later. . . . This is extremely important. I'll explain in detail later."

12. Throughout the relevant period, OLA, certain of its senior management, and certain employees further took steps to explicitly link the provision of improper benefits to obtaining or retaining business. For example, on or about January 31, 2007, an OLA employee in Miami emailed a colleague and distributor to direct them to confirm the corrupt arrangement with the doctor who had received a personal equipment donation, writing (as translated): "But it is important for [the HCP] to understand that what we are doing is not because we are nuns from Mother Teresa's order in Calcutta. Rather, we expect reciprocity on his part. . . ."

13. Throughout the relevant period, OLA, its senior management and employees tracked the sales that could be attributed to KOLs using a shared spreadsheet and connecting the value of benefits provided with the "return on investment" that KOLs gave to OLA.

14. Throughout the relevant period, OLA, certain of its senior management, and certain employees further took steps to guarantee that HCPs to whom improper benefits had been

provided agreed to purchase equipment, influence tenders, or follow through on the agreed quid pro quo. For example, on or about October 4, 2010, multiple OLA employees in Miami, Florida and employees of an OLA distributor discussed over email how to pressure an HCP to purchase equipment, writing (as translated): "I would be grateful if, during your visit to [Chile] you could remind [the HCP] that two years ago [the distributor] bought a trip to Europe for his sister and HE DIDN'T BUY THE OLYMPUS EQUIPMENT AS AGREED."

15. In total, from 2006 to 2011, OLA and certain employees, agents, and third-party distributors, authorized the payment, directly or indirectly, of at least $2,999,560 in hundreds of unlawful payments, including payments made through the training centers and the Miles Program, to publicly employed HCPs in Central and South America to induce the purchase of Olympus products, influence public tenders, or prevent public institutions from purchasing or converting to the technology of competitors. During this time period, OLA recognized at least $7,556,566 in profits as a result of its unlawful payments, from the training center program and other conduct, described herein.

Examples of OLA and OBL Misconduct

Brazil

16. Brazil has a socialized public healthcare system that provides universal healthcare to all Brazilian citizens, and the majority of hospitals are publicly-controlled. HCPs employed by the state-owned or -managed systems in Brazil were foreign officials as that term is defined in the FCPA, 15 U.S.C. § 78dd-2(h)(2)(A).

17. "Brazil Hospital #1" was a government owned and operated hospital located in Brazil.

18. "Brazil Hospital #2" was a government owned and operated hospital located in Brazil.

19. In or about late 2007, OBL senior management and OLA employees prepared an "Action Plan" and other documents to create a training center at Brazil Hospital #1. The training center was part of a broader OLA "General strategy against [an Olympus competitor]." Through this strategy, OLA sought to provide improper benefits to a physician who was a member of Brazil Hospital #2's tender committee for endoscopy purchases.

20. In or about early 2008, an official at a Brazilian health ministry, who served as an auctioneer for an upcoming public tender of endoscopy equipment to Brazil Hospital #2, solicited an OBL employee for a bribe as a quid pro quo to award the tender to OBL. Thereafter, OBL senior management agreed to pay 97,000 Brazilian Real (then worth approximately $42,000) to the official and instructed a Brazil-based distributor to deliver the bribe payment, which was done in or about early 2009.

21. In or about June 2008, an Olympus KOL who was a physician on Brazil Hospital #1's tender committee, and who had received and would continue to receive improper benefits from OLA and OBL, provided confidential tender information to OBL employees, specifically that an Olympus competitor would be filing a challenge to the tender specifications as biased towards Olympus. On that basis, OBL prepared a response to the Olympus competitor's expected objections and provided it to the physician to use in ensuring that the tender was awarded to Olympus.

22. Between in or about late April 2008 and in or about October 2009, OLA and OBL provided at least $110,000 in improper gifts, travel, and pecuniary benefits to two physicians, employed at Brazil Hospital #2 who were members of its tender committee, including the KOL

who had previously provided the confidential tender information, for the purpose of, among other things, influencing the award of 2009 endotherapy tender in favor of Olympus.

23. In or about March 2009, after receiving a payment from Brazil Hospital #1, OBL made a payment of approximately 97,000 Brazilian Real (approximately $42,000) to an individual located in Brazil who had been designated to receive the previously solicited bribe and falsely recorded the payment as an "advance" for an equipment purchase.

Bolivia

24. Bolivia had a system of public and private health care networks. The Ministry of Health and regional governmental bodies provide the country's public health services, including operating and administering health facilities. HCPs employed by the state-owned or -managed systems in Bolivia were foreign officials as that term is defined in the FCPA, 15 U.S.C. § 78dd-2(h)(2)(A).

25. "Bolivia Hospital" was a public hospital under the control of the Ministry of Health and located in Bolivia.

26. On or about April 8, 2009, a physician at Bolivia Hospital ("Physician #1"), who participated in the hospital's tender process, emailed an OLA employee in Miami, Florida, to advise the employee that OLA's proposal to have Bolivia Hospital purchase certain equipment was not permitted under Bolivian law, as all purchases had to be made through public tenders. Physician #1 also implied that if Olympus wanted to win the tender to supply equipment then Olympus should make a "donation" to a private clinic owned by Physician #1.

27. On or about May 20, 2009, an OLA employee in Miami sent an email to another OLA employee relating, in substance, that Bolivia Hospital would purchase an Olympus

enteroscope through "competitive bidding" in exchange for OLA donating an endoscopy tower with various accessories to Physician #1's private clinic for his personal use.

28. Between in or about June 2009 and in or about April 2010, OLA provided at least $25,000 in free equipment, personal or non-Olympus medical education travel, and pecuniary benefits to Physician #1 to improperly influence Physician #1 with regard to the enteroscope purchase by Bolivia Hospital.

29. On or about November 12, 2009, an OLA employee confirmed that OLA had agreed to give 10,000 Miles, through the Miles Program, to Physician #1 and stated (as translated) "we will handle extra contractually" to make clear that the gift would not be recorded in the formal agreement to be signed between OLA and Bolivia Hospital.

Colombia

30. Colombia had a system of public and private health care networks. HCPs employed by the state-owned or -managed hospitals in Colombia were foreign officials as that term is defined in the FCPA, 15 U.S.C. § 78dd-2(h)(2)(A).

31. "Colombia Hospital" was a publicly owned and operated hospital located in Colombia.

32. Between in or about 2008 and 2009, OLA provided a physician employed at Colombia Hospital and who participated in the hospital's tender processes ("Physician #2"), personal or non-Olympus medical education travel valued at more than $20,000, and approximately $4,000 in cash, to improperly influence him to continue purchasing Olympus equipment and to dissuade him from converting Colombia Hospital's endoscopy equipment to a major Olympus competitor.

33. In or about December 2009, an OLA employee in Miami, Florida, emailed employees of an OLA distributor and stated (as translated), "[Physician #2] sees the glass half empty and does not appreciate everything that we at Olympus [and its distributor] have done for him. I spoke to him about the trips he has already made . . . which no one else will consistently offer to him and about the almost 100 enteroscopies which have been done at no cost to him and the institution."

34. In or about February 2010, an OLA employee in Miami, Florida sent an email concerning an agreement between OLA and Physician #2, which read, in part (as translated): "Dear all, I am re-sending the Agreement, eliminating clauses 3.1 and 3.4, and I also eliminated the one about the Olympus miles. As we said, we are going to offer them but we are not going to put it in writing."

35. In or about mid-2010, an OLA employee sent an email stating that Physician #2 had caused a public tender by Colombia Hospital to be awarded to OLA. The email also noted that Olympus' competitor's losing bid was fifty-percent less expensive than OLA's bid.

Argentina

36. Argentina had a public healthcare system wherein approximately half of hospitals were publicly owned and operated. HCPs employed by the state-owned or -managed hospitals in Argentina were foreign officials as that term is defined in the FCPA, 15 U.S.C. § 78dd-2(h)(2)(A).

37. "Argentina Hospital" was a public hospital located in Argentina.

38. Between in or about April 2008 and December 2009, OLA offered or provided a physician employed at Argentina Hospital and who participated in the hospital's tender process (Physician #3), personal or non-Olympus medical education travel worth approximately $20,000,

in order to improperly influence Physician #3 to continue purchasing Olympus equipment and to counter offers from two Olympus competitors to supply equipment to Argentina Hospital.

39. In or about early 2009, an OLA employee based in Miami, Florida, and Physician #3 signed an agreement whereby OLA improperly provided free equipment to Physician #3 which could be used for his personal practice and which intentionally omitted the provision of approximately $20,000 in personal or non-Olympus medical education travel that had been provided to him.

Mexico

40. Mexico had public and private healthcare systems and a large network of publicly run hospitals under the control of a variety of Mexican health agencies. HCPs employed by the state-owned or -managed hospitals in Mexico were foreign officials as that term is defined in the FCPA, 15 U.S.C. § 78dd-2(h)(2)(A).

41. Mexico Hospital System was a public hospital system in Mexico that provided healthcare services.

42. In or about mid-2008, Mexico Hospital System published a tender to purchase endoscopy equipment and medical accessories (the "MHS Tender").

43. In or about April 2008, prior to the MHS Tender being publicly announced, an OLA distributor's president and general manager traveled from Mexico City, Mexico to Miami, Florida, to meet with an OLA employee. At the meeting, the OLA employee was informed that health ministry officials had changed the specifications of the MHS Tender to favor OLA and prevent Olympus's primary competitor from qualifying for the MHS Tender. No employees of OLA inquired or sought information as to how the distributor had achieved the changes in the

tender to improperly exclude a key competitor, and OLA continued to support the distributor's efforts to manipulate the tender specifications.

44. In or about May 2008, an OLA employee in Miami, Florida sent an email stating that OLA had "strategically" reduced the number of endoscopy towers that would be requested by the government under the tender because doing so would have the effect of leaving a key Olympus competitor "totally out" of the running for winning the tender.

45. In or about June 2008, an OLA distributor and OLA formed a new joint-venture company ("Mexico JV") to bid on the MHS Tender. Under the terms of the joint venture, OLA and the distributor would split profits on the MHS Tender contract (the "MHS Contract") equally.

46. In or about June 2008, OLA, through Mexico JV, submitted a bid for the MHS Tender, and was awarded the MHS Contract.

47. On or about August 8, 2008, employees of OLA traveled from Miami, Florida to Mexico City, Mexico to discuss ongoing problems with the contract and to discuss ways to increase revenues from the procedures being performed.

48. Following the meeting, an OLA employee prepared a report indicating that Mexico JV would begin meeting on a monthly basis with a senior government official in Mexico to address the MHS Contract.

49. On or about August 15, 2008, one week after the joint meeting with OLA, Mexico JV, on behalf of OLA, signed a service agreement dated August 15, 2008, with an individual located in Mexico City, Mexico ("Mexico Agent") under which Mexico Agent would be paid on a monthly basis to "streamline … administrative processes" and perform various services that were not called for or needed under the MHS Contract. Further, in connection with the

agreement with Mexico Agent, OLA agreed to reduce the revenues it would receive under the MHS contract despite receiving no actual services from the Mexico Agent.

50. Between in or about December 2008 and in or about December 2010, Mexico JV, on behalf of OLA, made and falsely recorded payments to the Mexico Agent as being for "administrative and advisory services for public bids" and for other services, none of which were rendered or required by the MHS Contract, and which employees knew or were aware of the high probability that the payments would be used, in part, to pay bribes to government officials. The purpose of the payments was to improperly influence officials overseeing the MHS Contract to increase payments to and obtain favorable contract modifications for the Mexico JV, OLA, and an OLA distributor.

51. Between in or about December 2008 and August 2011, employees at the Mexico JV falsified various accounting records and invoices, to give the false appearance that Mexico Agent had provided services related to the MHS Contract when in fact there was no evidence that Mexico Agent provided any services.

Costa Rica

52. Costa Rica had a public health system that provided health care to Costa Rican citizens and that operated numerous hospitals and clinics in Costa Rica. HCPs employed by the state-owned or -managed hospitals in Costa Rica were foreign officials as that term is defined in the FCPA, 15 U.S.C. § 78dd-2(h)(2)(A).

53. On or about July 28, 2010, an OLA employee located in Miami, Florida, sent an email about an upcoming public tender by a Costa Rican health ministry for nineteen endoscopy towers. In the email (as translated), the OLA employee stated that a physician employed by the ministry ("Physician #4") had requested payment for travel and "could positively influence the

final decision on the bidding process." The OLA employee also stated in the email that if they refused to provide the travel to Physician #4, "we could have problems with him and this could influence the issue that I have mentioned to you."

54. Between in or about July 2010 and September 2010, OLA offered or provided Physician #4 personal or non-Olympus medical education travel valued at more than $3,000, for the improper purpose of securing the tender award to OLA.

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ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTIONS FOR OLA

WHEREAS, Olympus Latin America, Inc. (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the District of New Jersey (collectively, the "Offices") regarding issues arising in relation to certain improper payments or benefits to foreign officials to facilitate the award of contracts and assist in obtaining business for the Company; and

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the Offices; and

WHEREAS, the Olympus Corporation of the America's General Counsel, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into such agreement with the Offices;

Therefore, the Board of Directors has RESOLVED that:

1. The Company (a) acknowledges the filing of the Complaint charging the Company with conspiracy to violation the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-2, contrary to 18 U.S.C. § 371 and violating the Foreign Corrupt Practices Act, contrary to 15 U.S.C. § 78dd-2(a); (b) waives indictment on such charges and enters into a deferred prosecution agreement with the Offices; and (c) agrees to accept a monetary penalty against Company totaling $22,800,000, and to pay such penalty to the United States Treasury with respect to the conduct described in the Complaint;

2. The Company accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of its rights to a speedy trial pursuant to the Sixth Amendment

to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue and consents to the filing of the Complaint, as provided under the terms of this Agreement, in the United States District Court for the District of New Jersey; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

3. The President of the Company is hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the General Counsel of the Company may approve;

4. The President of the Company is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the actions of the President of the Company which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: _____

By: _____
Donna Miller, Esq.
Corporate Secretary
Olympus Latin America, Inc.

CERTIFICATE OF CORPORATE RESOLUTIONS FOR OCA

WHEREAS, Olympus Corporation of the Americas ("OCA") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the District of New Jersey (the "Offices") regarding issues arising in relation to certain improper payments to foreign officials to assist in obtaining and retaining business; and

WHEREAS, in order to resolve such discussions, it is proposed that OCA (on behalf of itself and its subsidiaries and affiliates over which it has control) enter into a certain agreement with the Offices; and

WHEREAS, OCA's General Counsel together with outside counsel for OCA, have advised the Board of Directors of OCA of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into such agreement with the Offices;

Therefore, the OCA Board of Directors has RESOLVED that:

1. OCA (a) acknowledges the filing of the Complaint against its subsidiary, Olympus Latin America, Inc. ("OLA") charging OLA with one count of violating Title 18, United States Code, Section 371, that is, conspiracy to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Section 78dd-2, and one count of violating Title 15, United States Code, Section 78dd-2(a), that is the anti-bribery provisions of the FCPA; (b) enters into a deferred prosecution agreement with the Offices; and (c) agrees to accept a monetary penalty against OLA totaling $22,800,000, and to pay such penalty to the United States Treasury with respect to the conduct described in the Information if OLA does not pay such monetary penalty within the time period specified in the Agreement;

2. OCA accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of OLA's rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue and consents to the filing of the Complaint against OLA, as provided under the terms of this Agreement, in the United States District Court for the District of New Jersey; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

3. The President of OCA is hereby authorized, empowered and directed, on behalf of OCA and its subsidiaries and affiliates over which it has control, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the General Counsel of OCA may approve;

4. The President of OCA is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the actions of the President of OCA which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption

of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of OCA and its subsidiaries and affiliates.

Date: _____

By: _____
Donna Miller, Esq.
Corporate Secretary
Olympus Corporation of the Americas

ATTACHMENT C

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*, and other applicable anti-corruption laws, Olympus Corporation of the Americas ("OCA"), on behalf of itself and its subsidiaries and affiliates over which it has control, agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, OCA agrees to adopt new or to modify existing internal controls, compliance code, policies, and procedures in order to ensure that it maintains: (a) a system of internal accounting controls designed to ensure that OCA makes and keeps fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that includes policies and procedures designed to detect and deter violations of the FCPA and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of OCA's existing internal controls, compliance code, policies, and procedures:

High-Level Commitment

1. OCA will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to their corporate policy against violations of the anti-corruption laws and their compliance code.

Policies and Procedures

2. OCA will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA and other applicable foreign law counterparts (collectively, the "anti-corruption laws,"), which policy shall be memorialized in a written compliance code.

3. OCA will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and OCA's compliance codes, and OCA will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the anti-corruption laws by personnel at all levels of OCA. These anti-corruption policies and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of OCA in a foreign jurisdiction, including but not limited to, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, and joint venture partners (collectively, "agents and business partners"). OCA shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of OCA. Such policies and procedures shall address:

a. gifts;

b. hospitality, entertainment, and expenses;

c. customer travel;

d. political contributions;

e. charitable donations and sponsorships;

f. facilitation payments; and

g. solicitation and extortion.

4. OCA will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system should be designed to provide reasonable assurances that:

a. transactions are executed in accordance with management's general or specific authorization;

b. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;

c. access to assets is permitted only in accordance with management's general or specific authorization; and

d. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

Periodic Risk-Based Review

5. OCA will develop these compliance policies and procedures on the basis of a periodic risk assessment addressing the individual circumstances of OCA, in particular the foreign bribery risks facing OCA, including, but not limited to, geographical organization, interactions with various types and levels of government officials, industrial sectors of operation, involvement in joint venture arrangements, importance of licenses and permits in OCA's

operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

6. OCA shall review its anti-corruption compliance policies and procedures no less than annually and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

Proper Oversight and Independence

7. OCA will assign responsibility to one or more senior corporate executives of OCA for the implementation and oversight of OCA's anti-corruption compliance code, policies, and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, OCA's Boards of Directors, or any appropriate committee of the Boards of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources and authority to maintain such autonomy.

Training and Guidance

8. OCA will implement mechanisms designed to ensure that its anti-corruption compliance codes, policies, and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), or positions that otherwise pose a corruption risk to OCA, and, where necessary and appropriate, agents and business partners; and (b) corresponding certifications by all such directors, officers, employees, agents, and business partners, certifying compliance with the training requirements.

9. OCA will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with OCA's anti-corruption compliance codes, policies, and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which OCA operates.

Internal Reporting and Investigation

10. OCA will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the anti-corruption laws or OCA's anti-corruption compliance codes, policies, and procedures.

11. OCA will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the anti-corruption laws or OCA's anti-corruption compliance code, policies, and procedures.

Enforcement and Discipline

12. OCA will implement mechanisms designed to effectively enforce its compliance codes, policies, and procedures, including appropriately incentivizing compliance and disciplining violations.

13. OCA will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and OCA's anti-corruption compliance code, policies, and procedures by OCA's directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. OCA shall implement procedures to ensure that where

misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, compliance code, policies, and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.

Third-Party Relationships

14. OCA will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners doing business in foreign jurisdictions, including:

a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b. informing agents and business partners of OCA's commitment to abiding by anti-corruption laws, and of OCA's anti-corruption compliance codes, policies, and procedures; and

c. seeking a reciprocal commitment from agents and business partners.

15. Where necessary and appropriate, OCA will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, OCA's

compliance code, policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

16. OCA will develop and implement policies and procedures for mergers and acquisitions requiring that OCA conduct appropriate risk-based due diligence on potential new business entities, including appropriate FCPA and anti-corruption due diligence by legal, accounting, and compliance personnel.

17. OCA will ensure that OCA's compliance codes, policies, and procedures regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or entities merged with OCA and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraph 8 above on the anti-corruption laws and OCA's compliance codes, policies, and procedures regarding anti-corruption laws; and

b. where warranted, conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable.

Monitoring and Testing

18. OCA will conduct periodic reviews and testing of its anti-corruption compliance codes, policies, and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and OCA's anti-corruption code, policies, and procedures, taking into account relevant developments in the field and evolving international and industry standards.