
Anti-Bribery & Corruption Policy

Zero tolerance of bribery and corruption — including HCP and government-official engagements — and trade compliance (sanctions and export control)

1. STATUS, PURPOSE AND SCOPE

1.1 This Anti-Bribery & Corruption Policy (OVR-POL-009) is an ORamaVR Standard-Form Document of ORamaVR SA (CHE-478.871.980, Geneva, Switzerland), published at oramavr.com/legal/anti-bribery. It is the operative anti-bribery policy referenced by the Code of Conduct & Ethics (OVR-COR-001 §2), the Conflicts annex to the Code (OVR-COR-001 Annex C §C.1), the Advisor Agreement (OVR-CON-002 §4, including its Clinical Advisor / KOL Annex K §K.3), and the Vendor & Supplier Agreement (OVR-VEN-001 §5). Section 12 (Trade compliance) carries the sanctions and export-control rules formerly issued as the standalone Sanctions & Export-Control Policy (OVR-COR-004, retired); references to that policy are read as references to Section 12.

1.2 Scope. This Policy applies to ORamaVR's directors, officers and employees; independent contractors (OVR-CON-001); advisors, including clinical advisors and key opinion leaders (OVR-CON-002, Annex K); channel partners, distributors, resellers and publishers acting in connection with ORamaVR products; and vendors and suppliers (OVR-VEN-001) (together, “Covered Persons”). Where a contract incorporates this Policy, compliance with it is a contractual obligation of the counterparty and of the persons it engages on ORamaVR business.

1.3 ORamaVR may update this Policy by publishing a revised version at the URL above. A change that materially affects Covered Persons' obligations takes effect on not less than thirty (30) days' notice; any other change takes effect on not less than ten (10) days' notice, in each case in accordance with the Standard-Form Document Amendments mechanism in the applicable Principal Agreement. Notices to ORamaVR under this Policy are sent to legal@oramavr.com.

2. ZERO TOLERANCE

2.1 ORamaVR prohibits bribery and corruption in all forms, everywhere it does business, in both the public and the private sector. No Covered Person may offer, promise, give, request, solicit or accept — directly or through any intermediary — money, a kickback, or anything else of value in order to improperly influence any act or decision, obtain or retain business, or secure any improper advantage.

2.2 “Anything of value” is construed broadly and includes cash and cash equivalents, gifts, hospitality, travel, employment or internship offers, charitable or political contributions, research funding, equity, discounts not commercially justified, and personal favors.

2.3 There is no commercial justification that excuses a bribe. ORamaVR accepts losing business rather than winning it improperly, and no Covered Person will suffer adverse consequences for refusing to pay or accept a bribe, even where this results in lost revenue or delay.

3. GOVERNMENT OFFICIALS AND HEALTHCARE PROFESSIONALS

3.1 Heightened care. ORamaVR is a medical-technology company. Many of its counterparties are healthcare professionals (“HCPs”), healthcare organizations, public hospitals, universities and other public bodies, and many individuals it deals with qualify as government or public officials under anti-corruption law. All interactions with HCPs and public officials must be able to withstand public scrutiny.

3.2 Fair market value. Any compensation paid to an HCP for services — advisory work, clinical validation, content review, KOL engagements, speaking or training — must (a) be for a legitimate, documented business need; (b) be set at fair market value (FMV) for the services actually rendered, applying consistent, documented FMV benchmarks; (c) be recorded in a written agreement executed before the services begin (OVR-CON-002 with Annex K for clinical advisors); and (d) never be conditioned on, or calculated by reference to, past, present or anticipated purchasing, prescribing, recommending or procurement decisions.

3.3 No inducement. Covered Persons must not offer or provide anything of value to an HCP or to a procurement decision-maker as an inducement or reward for prescribing, purchasing, recommending, specifying or procuring ORamaVR products or services, or those of any partner. Anti-kickback safeguards apply to every HCP arrangement: documented need, FMV, written agreement, actual performance of services, and accurate recording in ORamaVR's books.

3.4 Transparency. Where applicable HCP transparency or “sunshine” rules require disclosure of transfers of value to HCPs or healthcare organizations, ORamaVR discloses them accurately and on time, and Covered Persons must provide the information needed to do so.

4. GIFTS, HOSPITALITY AND EXPENSES

4.1 Hospitality. Reasonable, occasional business hospitality (meals and refreshments incidental to a legitimate business meeting, training session or congress) is permitted up to CHF 150 per person per occasion, or the local equivalent. Hospitality above this threshold requires prior written approval from Legal/Compliance.

4.2 Gifts. Gifts must be nominal, infrequent, and customary, with a value not exceeding CHF 100, and must never consist of cash or cash equivalents (vouchers, gift cards, securities). Gifts to public officials and HCPs are permitted only where lawful under the rules applicable to the recipient, and never during an ongoing tender, negotiation or procurement decision involving ORamaVR.

4.3 Travel and events. ORamaVR may pay reasonable, directly related travel and accommodation for a counterparty's attendance at an ORamaVR training or demonstration only where there is a documented business purpose, the arrangements are modest, no side benefits are provided to guests or family, and Legal/Compliance has approved the arrangement in advance.

5. SPONSORSHIPS AND EDUCATIONAL GRANTS

5.1 Sponsorships, educational grants, research support and charitable donations connected with ORamaVR's business may be given only (a) under a written agreement; (b) at documented fair market value where any consideration is received; (c) to organizations, not to individual HCPs; and (d) without any link — actual, implied or perceived — to past or future purchasing decisions. Political contributions on ORamaVR's behalf are prohibited.

6. FACILITATION PAYMENTS

6.1 Facilitation or “grease” payments — small unofficial payments to speed up routine governmental action — are prohibited, even where local practice tolerates them. The only exception is a payment made under duress where a Covered Person's life, liberty or safety is at imminent risk; any such payment must be reported to Legal/Compliance immediately and recorded accurately.

7. THIRD PARTIES AND DUE DILIGENCE

7.1 ORamaVR can be liable for bribes paid on its behalf by intermediaries. Before engaging a channel partner, distributor, reseller, agent, consultant, advisor or vendor who will interact with customers, HCPs or officials on ORamaVR's behalf, risk-based due diligence must be completed, including sanctions and denied-party screening and ultimate-beneficial-owner (UBO) screening in accordance with Section 12 (Trade compliance).

7.2 Contracts with such third parties must include anti-bribery undertakings referencing this Policy (see OVR-VEN-001 §5), audit-appropriate record obligations, and termination rights for breach. Compensation to third parties must be commercially justified, at market rates, and paid against invoice to the contracting entity in its country of establishment — never in cash, never to third-party or offshore accounts without documented justification approved by Legal/Compliance.

7.3 Red flags — including requests for unusual payment routes, commissions disproportionate to services, refusal to give UBO information, or suggestions that a payment will be “taken care of” — must be escalated to Legal/Compliance before proceeding.

8. BOOKS AND RECORDS

8.1 All payments, expenses, transfers of value and transactions must be recorded promptly, accurately and in reasonable detail in ORamaVR's books and records, in accordance with the Swiss Code of Obligations. Off-book accounts, false or misleading entries, and undisclosed side arrangements are prohibited. Internal controls must be maintained so that transactions are executed in accordance with management authorization.

9. REPORTING AND NON-RETALIATION

9.1 Any Covered Person who becomes aware of a suspected breach of this Policy, or who is offered or asked for a bribe, must report it without delay through the channels in the Whistleblower & Speak-Up Policy (OVR-COR-003), including the confidential channel speakup@oramavr.com, or to legal@oramavr.com. Reports may be made confidentially and, where the law allows, anonymously.

9.2 ORamaVR prohibits retaliation of any kind against anyone who reports a concern in good faith or participates in an investigation, even if the concern is not substantiated.

10. CONSEQUENCES OF BREACH

10.1 Breach of this Policy is treated as gross misconduct and may result in disciplinary action up to and including termination of employment or engagement, termination of the relevant contract for cause, forfeiture of unpaid amounts connected with the breach, and referral to law-enforcement or regulatory authorities. Bribery is a criminal offence for both individuals and companies and can result in imprisonment, fines and debarment from public procurement.

11. APPLICABLE LAW

11.1 This Policy implements, and Covered Persons must comply with, all applicable anti-corruption laws, including: the Swiss Criminal Code, Articles 322ter–322decies (bribery of Swiss and foreign public officials and private bribery); the US Foreign Corrupt Practices Act (FCPA); the UK Bribery Act 2010; and applicable healthcare-specific anti-kickback and HCP transparency rules and industry codes in the jurisdictions where ORamaVR and its partners operate. Where local law or an applicable industry code is stricter than this Policy, the stricter rule governs.

12. Trade compliance — sanctions and export control

12.1 Applicable regimes. ORamaVR sells software and AI internationally and complies with applicable sanctions and export-control laws, including the United Nations, European Union and Swiss (SECO) regimes and, where applicable, the United States (OFAC sanctions; EAR export controls) and United Kingdom regimes. The strictest applicable rule governs.

12.2 Screening. Customers, partners, resellers and key counterparties are screened against sanctions and denied-party lists before onboarding and periodically thereafter. Any nexus to comprehensively sanctioned countries or territories, or to restricted end-users or end-uses, must be identified. No dealings are permitted with sanctioned parties or for prohibited end-uses (including military or WMD end-uses).

12.3 Export classification. Before any export or release of ORamaVR software or technology to foreign nationals, its export-control status (including encryption and dual-use considerations) must be assessed and any license or notification requirement satisfied.

12.4 Red flags and escalation. Reluctance to give end-use or end-user information, mismatched destinations, and requests to route around controls are red flags. Any red flag or possible screening match must be stopped and escalated to Legal/Compliance before proceeding.

12.5 Records. Screening and classification records are retained. Trade-compliance breaches can carry severe penalties and are treated with the same seriousness, reporting channels and consequences as Sections 9 and 10.

13. OWNERSHIP AND REVIEW

13.1 This Policy is owned by ORamaVR Legal/Compliance and is reviewed at least annually and on any material change in law, in applicable sanctions or export-control regimes, or in ORamaVR's risk profile. This Policy is governed by Swiss law. Questions and approval requests: legal@oramavr.com.

APPROVED BY: PROF. GEORGIOS PAPAGIANNAKIS, CO-FOUNDER & CEO —
ORAMAVR SA · DATE: _____