

# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2024

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_ to \_\_\_\_

Commission file number 001-41528



GE HealthCare

### GE HEALTHCARE TECHNOLOGIES INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

88-2515116

(I.R.S. Employer Identification No.)

500 W. Monroe Street , Chicago , IL

(Address of principal executive offices)

60661

(Zip Code)

(Registrant's telephone number, including area code)( 833 ) 735-1139

#### Securities Registered Pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.01 per share	GEHC	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

There were 456,465,369 shares of common stock with a par value of \$0.01 per share outstanding as of April 23, 2024.

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## FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements. These forward-looking statements might be identified by words, and variations of words, such as “will,” “expect,” “may,” “would,” “could,” “plan,” “believe,” “anticipate,” “intend,” “estimate,” “potential,” “position,” “forecast,” “target,” “guidance,” “outlook,” and similar expressions. These forward-looking statements may include, but are not limited to, statements about our business; financial performance, financial condition, and results of operations, including revenue, revenue growth, profit, taxes, earnings per share, and cash flows; the impacts of macroeconomic and market conditions and volatility on our business operations, financial results, and financial position and on supply chains and the world economy; our cost structure; our funding and liquidity; the impacts on our business of manufacturing, sourcing, and supply chain management; the Russia and Ukraine conflict; our operations as a stand-alone company; and risks related to foreign currency exchange, interest rates, and commodity price volatility. These forward-looking statements involve risks and uncertainties, many of which are beyond our control. Factors that could cause our actual results to differ materially from those described in our forward-looking statements include, but are not limited to, operating in highly competitive markets; our ability to successfully complete strategic transactions; the actions or inactions of third parties with whom we partner and the various collaboration, licensing, and other partnerships and alliances we have with third parties; demand for our products, services, or solutions and factors that affect that demand; management of our supply chain and our ability to cost-effectively secure the materials we need to operate our business; disruptions in our operations; changes in third-party and government reimbursement processes, rates, contractual relationships, and mix of public and private payers, including related to government shutdowns; our ability to attract and/or retain key personnel and qualified employees; global geopolitical and economic instability, including as a result of the conflict between Ukraine and Russia, the conflict in Israel and surrounding areas, and the actions in the Red Sea region; public health crises, epidemics, and pandemics, and their effects on our business; maintenance and protection of our intellectual property rights, as well as maintenance of successful research and development efforts with respect to commercially successful products and technologies; the impact of potential information technology, cybersecurity, or data security breaches; compliance with the various legal, regulatory, tax, privacy, and other laws to which we are subject, such as the Foreign Corrupt Practices Act and similar anti-corruption and anti-bribery laws globally, and related changes, claims, inquiries, investigations, or actions; our ability to control increases in healthcare costs and any subsequent effect on demand for our products, services, or solutions; the impacts related to our increasing focus on and investment in cloud, edge, artificial intelligence, and software offerings; the impact of potential product liability claims; environmental, social, and governance matters; our ability to operate effectively as an independent, publicly traded company; and our level of indebtedness, as well as our general ability to comply with covenants under our debt instruments, and any related effect on our business. Please also see the “Risk Factors” section of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 filed with the United States Securities and Exchange Commission (“SEC”) and any updates or amendments we make in future filings. There may be other factors not presently known to us or which we currently consider to be immaterial that could cause our actual results to differ materially from those projected in any forward-looking statements we make. We do not undertake any obligation to update or revise our forward-looking statements except as required by applicable law or regulation.

## ITEM 1. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

### Part I. Financial Information

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Condensed Consolidated Statements of Income (Unaudited)

(In millions, except per share amounts)	For the three months ended March 31	
	2024	2023
Sales of products	\$ 3,045	\$ 3,131
Sales of services	1,605	1,576
<b>Total revenues</b>	<b>4,650</b>	<b>4,707</b>
Cost of products	1,967	2,037
Cost of services	782	779
<b>Gross profit</b>	<b>1,902</b>	<b>1,891</b>
Selling, general, and administrative	1,038	1,062
Research and development	324	270
<b>Total operating expenses</b>	<b>1,362</b>	<b>1,332</b>
<b>Operating income</b>	<b>540</b>	<b>559</b>
Interest and other financial charges – net	122	136
Non-operating benefit (income) costs	( 102 )	( 115 )
Other (income) expense – net	8	( 8 )
<b>Income before income taxes</b>	<b>512</b>	<b>546</b>
Benefit (provision) for income taxes	( 124 )	( 163 )
<b>Net income</b>	<b>388</b>	<b>383</b>
Net (income) loss attributable to noncontrolling interests	( 14 )	( 11 )
<b>Net income attributable to GE HealthCare</b>	<b>374</b>	<b>372</b>
Deemed preferred stock dividend of redeemable noncontrolling interest	—	( 183 )
<b>Net income attributable to GE HealthCare common stockholders</b>	<b>\$ 374</b>	<b>\$ 189</b>
<b>Earnings per share attributable to GE HealthCare common stockholders:</b>		
Basic	\$ 0.82	\$ 0.42
Diluted	\$ 0.81	\$ 0.41
<b>Weighted-average number of shares outstanding:</b>		
Basic	456	454
Diluted	459	457

The accompanying notes are an integral part of these condensed consolidated financial statements.

**Condensed Consolidated Statements of Comprehensive Income (Loss) (Unaudited)**

	For the three months ended March	
	31	
	2024	2023
<i>(In millions, net of tax)</i>		
<b>Net income attributable to GE HealthCare</b>	<b>\$ 374</b>	<b>\$ 372</b>
Net income (loss) attributable to noncontrolling interests	14	11
<b>Net income</b>	<b>388</b>	<b>383</b>
<b>Other comprehensive income (loss):</b>		
Currency translation adjustments – net of taxes	( 76 )	57
Pension and Other Postretirement Plans – net of taxes	( 35 )	( 65 )
Cash flow hedges – net of taxes	16	( 39 )
<b>Other comprehensive income (loss)</b>	<b>( 95 )</b>	<b>( 47 )</b>
<b>Comprehensive income (loss)</b>	<b>292</b>	<b>336</b>
Less: Comprehensive income (loss) attributable to noncontrolling interests	14	11
<b>Comprehensive income attributable to GE HealthCare</b>	<b>\$ 278</b>	<b>\$ 325</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**Condensed Consolidated Statements of Financial Position (Unaudited)**

<i>(In millions, except share and per share amounts)</i>	As of	
	March 31, 2024	December 31, 2023
Cash, cash equivalents, and restricted cash	\$ 2,563	\$ 2,504
Receivables – net of allowances of \$ 102 and \$ 98	3,324	3,525
Due from related parties	20	32
Inventories	1,989	1,960
Contract and other deferred assets	961	1,000
All other current assets	517	389
<b>Current assets</b>	<b>9,373</b>	<b>9,410</b>
Property, plant, and equipment – net	2,445	2,500
Goodwill	12,927	12,936
Other intangible assets – net	1,174	1,253
Deferred income taxes	4,413	4,474
All other non-current assets	1,878	1,881
<b>Total assets</b>	<b>\$ 32,208</b>	<b>\$ 32,454</b>
Short-term borrowings	\$ 1,008	\$ 1,006
Accounts payable	2,931	2,947
Due to related parties	48	99
Contract liabilities	1,879	1,918
All other current liabilities	2,993	3,011
<b>Current liabilities</b>	<b>8,859</b>	<b>8,981</b>
Long-term borrowings	8,247	8,436
Compensation and benefits	5,625	5,782
Deferred income taxes	68	68
All other non-current liabilities	1,811	1,877
<b>Total liabilities</b>	<b>24,609</b>	<b>25,144</b>
<i>Commitments and contingencies</i>		
<b>Redeemable noncontrolling interests</b>	<b>177</b>	<b>165</b>
Common stock, par value \$ 0.01 per share, 1,000,000,000 shares authorized, 456,328,270 shares issued and outstanding as of March 31, 2024; 455,342,290 shares issued and outstanding as of December 31, 2023	5	5
Additional paid-in capital	6,504	6,493
Retained earnings	1,687	1,326
Accumulated other comprehensive income (loss) – net	( 787 )	( 691 )
<b>Total equity attributable to GE HealthCare</b>	<b>7,408</b>	<b>7,133</b>
Noncontrolling interests	14	12
<b>Total equity</b>	<b>7,423</b>	<b>7,145</b>
<b>Total liabilities, redeemable noncontrolling interests, and equity</b>	<b>\$ 32,208</b>	<b>\$ 32,454</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

Condensed Consolidated Statements of Changes in Equity (Unaudited)

	Common stock					Accumulated other comprehensive income (loss) – net	Equity attributable to noncontrolling interests	Total equity
(In millions)	Common shares outstanding	Par value	Additional paid-in capital	Retained earnings				
Balances as of December 31, 2023	455	\$ 5	\$ 6,493	\$ 1,326	\$	( 691 )	\$ 12	\$ 7,145
Issuance of common stock in connection with employee stock plans, net of shares withheld for employee taxes	1	—	( 24 )	—		—	—	( 24 )
Net income attributable to GE HealthCare	—	—	—	374		—	—	374
Dividends declared (\$ 0.03 per common share)	—	—	—	( 14 )		—	—	( 14 )
Other comprehensive income (loss) attributable to GE HealthCare	—	—	—	—		( 95 )	—	( 95 )
Changes in equity attributable to noncontrolling interests	—	—	—	—		—	2	2
Share-based compensation	—	—	34	—		—	—	34
Balances as of March 31, 2024	456	\$ 5	\$ 6,504	\$ 1,687	\$	( 787 )	\$ 14	\$ 7,423

(In millions)	Common stock				Net parent investment	Accumulated other comprehensive income (loss) – net	Equity attributable to noncontrolling interests	Total equity
	Common shares outstanding	Par value	Additional paid-in capital	Retained earnings				
<b>Balances as of December 31, 2022</b>	<b>—</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 11,235</b>	<b>\$ ( 1,878 )</b>	<b>\$ 5</b>	<b>\$ 9,362</b>
Net transfers from GE, including Spin-Off-related adjustments	—	—	—	—	( 4,833 )	2,000	( 1 )	( 2,834 )
Issuance of common stock in connection with the Spin-Off and reclassification of net parent investment	454	5	6,397	—	( 6,402 )	—	—	—
Issuance of common stock in connection with employee stock plans, net of shares withheld for employee taxes	1	—	4	—	—	—	—	4
Net income attributable to GE HealthCare	—	—	—	372	—	—	—	372
Other comprehensive income (loss) attributable to GE HealthCare	—	—	—	—	—	( 47 )	—	( 47 )
Changes in equity attributable to noncontrolling interests	—	—	—	—	—	—	2	2
Share-based compensation	—	—	24	—	—	—	—	24
Changes in equity due to redemption value adjustments on redeemable noncontrolling interests	—	—	—	( 187 )	—	—	—	( 187 )
<b>Balances as of March 31, 2023</b>	<b>455</b>	<b>\$ 5</b>	<b>\$ 6,425</b>	<b>\$ 185</b>	<b>\$ —</b>	<b>\$ 75</b>	<b>\$ 6</b>	<b>\$ 6,696</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.



**Condensed Consolidated Statements of Cash Flows (Unaudited)**

<i>(In millions)</i>	For the three months ended March 31	
	2024	2023
<b>Net income</b>	<b>\$ 388</b>	<b>\$ 383</b>
Adjustments to reconcile Net income to Cash from (used for) operating activities		
Depreciation of property, plant, and equipment	68	61
Amortization of intangible assets	80	96
Gain on fair value remeasurement of contingent consideration	( 1 )	—
Net periodic postretirement benefit plan (income) expense	( 90 )	( 101 )
Postretirement plan contributions	( 87 )	( 91 )
Share-based compensation	34	24
Provision for income taxes	124	163
Cash paid during the year for income taxes	( 86 )	( 102 )
Changes in operating assets and liabilities, excluding the effects of acquisitions:		
Receivables	155	( 22 )
Due from related parties	13	5
Inventories	( 59 )	( 122 )
Contract and other deferred assets	32	12
Accounts payable	81	87
Due to related parties	( 50 )	6
Contract liabilities	( 18 )	119
All other operating activities	( 165 )	( 50 )
<b>Cash from (used for) operating activities</b>	<b>419</b>	<b>468</b>
<b>Cash flows – investing activities</b>		
Additions to property, plant and equipment and internal-use software	( 145 )	( 143 )
Purchases of businesses, net of cash acquired	—	( 127 )
All other investing activities	( 42 )	4
<b>Cash from (used for) investing activities</b>	<b>( 188 )</b>	<b>( 266 )</b>
<b>Cash flows – financing activities</b>		
Net increase (decrease) in borrowings (maturities of 90 days or less)	1	( 9 )
Newly issued debt, net of debt issuance costs (maturities longer than 90 days)	1	2,000
Repayments and other reductions (maturities longer than 90 days)	( 153 )	( 6 )
Dividends paid to stockholders	( 14 )	—
Net transfers (to) from GE	—	( 1,317 )
All other financing activities	12	5
<b>Cash from (used for) financing activities</b>	<b>( 153 )</b>	<b>673</b>
Effect of foreign currency rate changes on cash, cash equivalents, and restricted cash	( 19 )	8
<b>Increase (decrease) in cash, cash equivalents, and restricted cash</b>	<b>59</b>	<b>883</b>
Cash, cash equivalents, and restricted cash at beginning of year	2,506	1,451
Cash, cash equivalents, and restricted cash as of March 31	<b>\$ 2,565</b>	<b>\$ 2,334</b>
<b>Supplemental disclosure of cash flows information</b>		
Cash paid during the year for interest	<b>\$ ( 55 )</b>	<b>\$ ( 42 )</b>
<b>Non-cash investing activities</b>		
Acquired but unpaid property, plant, and equipment	<b>\$ 53</b>	<b>\$ 64</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

## NOTE 1. ORGANIZATION AND BASIS OF PRESENTATION

GE HealthCare Technologies Inc. and its subsidiaries ("GE HealthCare," the "Company," "our," "us," or "we") is a leading global medical technology, pharmaceutical diagnostics, and digital solutions innovator. We operate at the center of the healthcare ecosystem, helping enable precision care by increasing health system capacity, enhancing productivity, digitizing healthcare delivery, and improving clinical outcomes while serving patients' demand for greater efficiency, access, and personalized medicine. Our products, services, and solutions are designed to enable clinicians to make more informed decisions quickly and efficiently, improving patient care from diagnosis to therapy to monitoring.

On January 3, 2023 (the "Distribution Date"), the General Electric Company ("GE") completed the spin-off of GE HealthCare Technologies Inc. (the "Spin-Off"). The Spin-Off was completed through a distribution of approximately 80.1 % of the Company's outstanding common stock to holders of record of GE's common stock as of the close of business on December 16, 2022 (the "Distribution"), which resulted in the issuance of approximately 454 million shares of common stock. Prior to the Distribution, the Company issued 100 shares of common stock in exchange for \$ 1.00 , all of which were held by GE as of December 31, 2022. As a result of the Distribution, the Company became an independent public company. As of March 31, 2024, GE's beneficial ownership was approximately 6.7 % of the Company's outstanding common stock.

In connection with the Spin-Off, certain adjustments were recorded to reflect transfers from GE, the draw-down of the Term Loan Facility and settlement of Spin-Off transactions with GE, which resulted in the net reduction in Total equity of \$ 2,834 million. These items substantially consisted of the transfer of: (1) certain pension plan liabilities and assets, (2) certain deferred income taxes, (3) deferred compensation liabilities, and (4) employee termination obligations.

In connection with the Spin-Off, the Company entered into or adopted several agreements that provide a framework for the relationship between the Company and GE. See Note 17, "Related Parties" for more information on these agreements and related transactions.

The condensed consolidated financial statements have been prepared in accordance with United States ("U.S.") generally accepted accounting principles ("U.S. GAAP") for interim financial information and in accordance with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, the financial statements do not include all of the information and notes required by U.S. GAAP for complete financial statements. In the opinion of management, all adjustments, including normal recurring adjustments, considered necessary for a fair presentation of the Company's financial position and operating results have been included. All intercompany balances and transactions within the Company have been eliminated in the condensed consolidated financial statements. Operating results for the three months ended March 31, 2024 and 2023 are not necessarily indicative of the results that may be expected for the fiscal year as a whole. The December 31, 2023 consolidated balance sheet was derived from audited financial statements, but does not include all disclosures required by U.S. GAAP. The following tables are presented in millions of U.S. dollars unless otherwise stated. Certain columns and rows throughout this document may not sum due to the use of rounded numbers. Percentages presented are calculated from the underlying whole-dollar amounts.

The condensed consolidated financial statements and notes should be read in conjunction with the Company's audited consolidated and combined financial statements and notes included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

### ESTIMATES AND ASSUMPTIONS.

The preparation of the condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates based on assumptions about current, and for some estimates, future, economic and market conditions, which affect the reported amounts and related disclosures in the condensed consolidated financial statements. We base our estimates and judgments on historical experience and on various other assumptions and information that we believe to be reasonable under the circumstances. Although our estimates contemplate current and expected future conditions, as applicable, it is reasonably possible that actual conditions could differ from our expectations, which could materially affect our results of operations, financial position, and cash flows.

### RECENT ACCOUNTING PRONOUNCEMENTS.

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2023-07 ("ASU 2023-07"), *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*. ASU 2023-07 requires annual and interim disclosures that are expected to improve reportable segment disclosures, primarily through enhanced disclosures about significant segment expenses. The provisions of ASU 2023-07 are effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. We are currently evaluating the impact of adopting ASU 2023-07.

In December 2023, the FASB issued ASU No. 2023-09 ("ASU 2023-09"), *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*. ASU 2023-09 addresses investor requests for more transparency about income tax information through improvements to income tax disclosures primarily related to the rate reconciliation and income taxes paid information. This update also includes certain other amendments to improve the effectiveness of income tax disclosures. The provisions of ASU 2023-09 are effective for annual periods beginning after December 15, 2024, with early adoption permitted. We are currently evaluating the impact of adopting ASU 2023-09.

## NOTE 2. REVENUE RECOGNITION

Our revenues primarily consist of sales of products and services to customers. Products include equipment, imaging agents, software-related offerings, and upgrades. Services include contractual and stand-by preventative maintenance and corrective services, as well as on-demand service parts and maintenance services, extended warranties, training, and other service-type offerings. The Company recognizes revenue from contracts with customers when the customer obtains control of the underlying products or services.

### CONTRACT ASSETS.

Contract assets reflect revenue recognized on contracts with customers in excess of billings based on contractual terms. Contract assets are classified as current or non-current based on the amount of time expected to lapse until the Company's right to consideration becomes unconditional. Other deferred assets consist of costs to obtain contracts, primarily commissions, other cost deferrals for shipped products, and deferred service, labor, and direct overhead costs.

#### Contract and Other Deferred Assets

	As of	
	March 31, 2024	December 31, 2023
Contract assets	\$ 577	\$ 600
Other deferred assets	384	400
<b>Contract and other deferred assets</b>	<b>961</b>	<b>1,000</b>
Non-current contract assets <sup>(1)</sup>	78	72
Non-current other deferred assets <sup>(1)</sup>	97	96
<b>Total contract and other deferred assets</b>	<b>\$ 1,136</b>	<b>\$ 1,168</b>

(1) Non-current contract and other deferred assets are recognized within All other non-current assets in the Condensed Consolidated Statements of Financial Position.

### CONTRACT LIABILITIES.

Contract liabilities include customer advances and deposits received when orders are placed and billed in advance of completion of performance obligations. Contract liabilities are classified as current or non-current based on the periods over which remaining performance obligations ("RPO") are expected to be satisfied with our customers.

As of March 31, 2024 and December 31, 2023, contract liabilities were approximately \$ 2,566 million and \$ 2,623 million, respectively, of which the non-current portion of \$ 687 million and \$ 705 million, respectively, was recognized in All other non-current liabilities in the Condensed Consolidated Statements of Financial Position. Contract liabilities decreased \$ 56 million in 2024 primarily due to a decrease in customer advances. Revenue recognized related to the contract liabilities balance at the beginning of the year was approximately \$ 741 million and \$ 759 million for the three months ended March 31, 2024 and 2023, respectively.

### REMAINING PERFORMANCE OBLIGATIONS.

RPO represents the estimated revenue expected from customer contracts that are partially or fully unperformed inclusive of amounts deferred in contract liabilities, excluding contracts, or portions thereof, that provide the customer with the ability to cancel or terminate without incurring a substantive penalty. As of March 31, 2024, the aggregate amount of the contracted revenues allocated to our unsatisfied performance obligations was \$ 14,313 million. We expect to recognize revenue as we satisfy our RPO as follows: a) product-related RPO of \$ 4,742 million of which 98 % is expected to be recognized within two years , and the remaining thereafter; and b) services-related RPO of \$ 9,570 million of which 65 % and 94 % are expected to be recognized within two years and five years , respectively, and the remaining thereafter.

## NOTE 3. SEGMENT INFORMATION

GE HealthCare's operations are organized and managed through four reportable segments: Imaging, Ultrasound, Patient Care Solutions ("PCS"), and Pharmaceutical Diagnostics ("PDx"). These segments have been identified based on the nature of the products sold and how the Company manages its operations. We have not aggregated any of our operating segments to form reportable segments. A description of our reportable segments has been provided in the "Business" section of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

The performance of these segments is principally measured based on Total revenues and an earnings metric defined as "Segment EBIT." Segment EBIT is calculated as Income before income taxes in our Condensed Consolidated Statements of Income excluding the impact of the following: Interest and other financial charges – net, Non-operating benefit (income) costs, restructuring costs, acquisition and disposition-related benefits (charges), gain (loss) on business and asset dispositions, Spin-Off and separation costs, amortization of acquisition-related intangible assets, and investment revaluation gain (loss).

#### Total Revenues by Segment

	For the three months ended March 31	
	2024	2023
Imaging:		
Radiology	\$ 2,062	\$ 2,088
Interventional Guidance	403	408
<b>Total Imaging</b>	<b>2,466</b>	<b>2,496</b>
<b>Total Ultrasound</b>	<b>824</b>	<b>859</b>
PCS:		
Monitoring Solutions	527	552
Life Support Solutions	220	229
<b>Total PCS</b>	<b>747</b>	<b>781</b>
<b>Total PDx</b>	<b>599</b>	<b>558</b>
<b>Other<sup>(1)</sup></b>	<b>15</b>	<b>13</b>
<b>Total revenues</b>	<b>\$ 4,650</b>	<b>\$ 4,707</b>

(1) Financial information not presented within the reportable segments, shown within the Other category, represents the HealthCare Financial Services ("HFS") business which does not meet the definition of an operating segment.

#### Segment EBIT

	For the three months ended March 31	
	2024	2023
<b>Segment EBIT</b>		
Imaging	\$ 240	\$ 191
Ultrasound	182	207
PCS	81	109
PDx	178	155
Other <sup>(1)</sup>	( 1 )	2
	<b>681</b>	<b>664</b>
Restructuring costs	( 40 )	( 12 )
Acquisition and disposition-related benefits (charges)	—	( 1 )
Gain (loss) on business and asset dispositions	—	—
Spin-Off and separation costs	( 60 )	( 58 )
Amortization of acquisition-related intangible assets	( 31 )	( 31 )
Investment revaluation gain (loss)	( 20 )	5
Interest and other financial charges – net	( 122 )	( 136 )
Non-operating benefit income (costs)	102	115
<b>Income before income taxes</b>	<b>\$ 512</b>	<b>\$ 546</b>

(1) Financial information not presented within the reportable segments, shown within the Other category, represents the HFS business and certain other business activities which do not meet the definition of an operating segment.

#### NOTE 4. RECEIVABLES

##### Current Receivables

	As of	
	March 31, 2024	December 31, 2023
<b>Current customer receivables<sup>(1)</sup></b>	<b>\$ 3,148</b>	<b>\$ 3,339</b>
Non-income based tax receivables	151	166
Other sundry receivables	127	118
<b>Current sundry receivables</b>	<b>278</b>	<b>284</b>
Allowance for credit losses	( 102 )	( 98 )
<b>Total current receivables – net</b>	<b>\$ 3,324</b>	<b>\$ 3,525</b>

(1) Chargebacks, which are primarily related to our PDx business, are generally settled through issuance of credits, typically within one month of initial recognition, and are recorded as a reduction to current customer receivables. Balances related to chargebacks were \$ 136 million and \$ 144 million as of March 31, 2024 and December 31, 2023, respectively.

##### Long-Term Receivables

	As of	
	March 31, 2024	December 31, 2023
<b>Long-term customer receivables</b>	<b>\$ 57</b>	<b>\$ 55</b>
Non-income based tax receivables	25	26
Other sundry receivables	78	73
<b>Long-term sundry receivables</b>	<b>102</b>	<b>99</b>
Allowance for credit losses	( 30 )	( 30 )
<b>Total long-term receivables – net<sup>(1)</sup></b>	<b>\$ 130</b>	<b>\$ 124</b>

(1) Long-term receivables are recognized within All other non-current assets in the Condensed Consolidated Statements of Financial Position.

#### NOTE 5. FINANCING RECEIVABLES

##### Financing Receivables

	As of	
	March 31, 2024	December 31, 2023
Loans, net of deferred income	\$ 29	\$ 29
Investment in financing leases, net of deferred income	71	71
Allowance for credit losses	( 3 )	( 3 )
<b>Current financing receivables – net<sup>(1)</sup></b>	<b>96</b>	<b>97</b>
Loans, net of deferred income	36	37
Investment in financing leases, net of deferred income	149	146
Allowance for credit losses	( 5 )	( 5 )
<b>Non-current financing receivables – net<sup>(1)</sup></b>	<b>\$ 181</b>	<b>\$ 178</b>

(1) Current financing receivables and non-current financing receivables are recognized within All other current assets and All other non-current assets, respectively, in the Condensed Consolidated Statements of Financial Position.

As of March 31, 2024, 6 %, 5 %, and 7 % of financing receivables were over 30 days past due, over 90 days past due, and on nonaccrual, respectively, with the majority of nonaccrual financing receivables secured by collateral. As of December 31, 2023, 5 %, 5 %, and 6 % of financing receivables were over 30 days past due, over 90 days past due, and on nonaccrual, respectively, with the majority of nonaccrual financing receivables secured by collateral.

#### NOTE 6. LEASES

Operating lease liabilities recognized within All other current liabilities and All other non-current liabilities in the Condensed Consolidated Statements of Financial Position were \$ 376 million and \$ 383 million as of March 31, 2024 and December 31, 2023, respectively. The total lease expense related to our operating lease portfolio was \$ 60 million and \$ 56 million for the three months ended March 31, 2024 and 2023, respectively.

## NOTE 7. ACQUISITIONS, GOODWILL, AND OTHER INTANGIBLE ASSETS

### ACQUISITIONS.

On February 17, 2023, the Company acquired 100 % of the stock of Caption Health, Inc. ("Caption Health") for \$ 127 million of upfront payment, \$ 10 million of future holdback payment, and potential earn-out payments valued at \$ 13 million based primarily on various milestones and sales targets. This transaction was accounted for as a business combination. The preliminary purchase price allocation resulted in goodwill of \$ 94 million, intangible assets of \$ 60 million, and deferred tax liabilities of \$ 3 million. The purchase price allocation for Caption Health was finalized in the first quarter of 2024 without material adjustments. The goodwill associated with the acquired business is non-deductible for tax purposes and is reported in the Ultrasound segment. Caption Health is an artificial intelligence ("AI") company whose technology expands access to AI-guided ultrasound screening for novice users.

### GOODWILL.

	Balance as of December 31, 2023	Acquisitions	Foreign exchange and other	Balance as of March 31, 2024
Imaging	\$ 4,431	\$ —	\$ ( 4 )	\$ 4,427
Ultrasound	3,933	—	( 5 )	3,928
PCS	2,038	—	( 1 )	2,037
PDx	2,534	—	—	2,534
<b>Total Goodwill</b>	<b>\$ 12,936</b>	<b>\$ —</b>	<b>\$ ( 10 )</b>	<b>\$ 12,927</b>

We assess the possibility that a reporting unit's fair value has been reduced below its carrying amount due to the occurrence of events or circumstances between annual impairment testing dates. We did not identify any reporting units that required an interim impairment test since the last annual impairment testing date.

### OTHER INTANGIBLE ASSETS.

Intangible assets decreased during the three months ended March 31, 2024, primarily as a result of amortization. Substantially all of our intangible assets are subject to amortization. Amortization expense was \$ 80 million and \$ 96 million for the three months ended March 31, 2024 and 2023, respectively.

## NOTE 8. BORROWINGS

The Company's borrowings include the following senior unsecured notes and credit agreements:

#### *Senior Unsecured Notes*

The Company's borrowings include \$ 8,250 million aggregate principal amount of senior unsecured notes in six series with maturity dates ranging from 2024 through 2052 (collectively, the "Notes"). Refer to the table below for further information about the Notes.

#### *Credit Facilities*

The Company has credit agreements providing for:

- a five-year senior unsecured revolving credit facility in an aggregate committed amount of \$ 2,500 million;
- a 364-day senior unsecured revolving credit facility in an aggregate committed amount of \$ 1,000 million; and
- a three-year senior unsecured term loan credit facility in an aggregate principal amount of \$ 2,000 million (the "Term Loan Facility" and, together with the five-year revolving credit facility and the 364-day revolving credit facility, the "Credit Facilities").

There were no outstanding amounts under the five-year revolving credit facility and 364-day revolving credit facility as of March 31, 2024 or December 31, 2023.

In the first quarter of 2024, we repaid \$ 150 million of the outstanding Term Loan Facility. As of March 31, 2024, we have repaid a total of \$ 1,000 million of this facility. We had no principal debt repayments on the Notes for the three months ended March 31, 2024.

## Borrowings Composition

	As of	
	March 31, 2024	December 31, 2023
5.550 % senior notes due November 15, 2024	\$ 1,000	\$ 1,000
5.600 % senior notes due November 15, 2025	1,500	1,500
5.650 % senior notes due November 15, 2027	1,750	1,750
5.857 % senior notes due March 15, 2030	1,250	1,250
5.905 % senior notes due November 22, 2032	1,750	1,750
6.377 % senior notes due November 22, 2052	1,000	1,000
Floating rate Term Loan Facility due January 2, 2026	1,000	1,150
Other	51	52
<b>Total principal debt issued</b>	<b>9,301</b>	<b>9,452</b>
Less: Unamortized debt issuance costs and discounts	33	35
Add: Cumulative basis adjustment for fair value hedges	( 13 )	25
<b>Total borrowings</b>	<b>9,255</b>	<b>9,442</b>
Less: Short-term borrowings <sup>(1)</sup>	1,008	1,006
<b>Long-term borrowings</b>	<b>\$ 8,247</b>	<b>\$ 8,436</b>

(1) Short-term borrowings as of March 31, 2024 and December 31, 2023 includes \$ 1,003 million and \$ 1,002 million, respectively, related to the current portion of our long-term borrowings, net of unamortized debt issuance costs and discounts.

See Note 12, "Financial Instruments and Fair Value Measurements" for further information about borrowings and associated derivatives contracts.

## LETTERS OF CREDIT, GUARANTEES, AND OTHER COMMITMENTS.

As of March 31, 2024 and December 31, 2023, the Company had bank guarantees and surety bonds of approximately \$ 717 million and \$ 751 million, respectively, related to certain commercial contracts. Additionally, we have approximately \$ 33 million and \$ 39 million of guarantees as of March 31, 2024 and December 31, 2023, respectively, primarily related to residual and credit guarantees on equipment sold to third-party finance companies. Our Condensed Consolidated Statements of Financial Position reflect a liability of \$ 4 million as of March 31, 2024 and December 31, 2023 related to these guarantees. For credit-related guarantees, we estimate our expected credit losses related to off-balance sheet credit exposure consistent with the method used to estimate the allowance for credit losses on financial assets held at amortized cost. See Note 13, "Commitments, Guarantees, Product Warranties, and Other Loss Contingencies" for further information on guarantee arrangements with GE.

## NOTE 9. POSTRETIREMENT BENEFIT PLANS

We sponsor a number of pension and retiree health and life insurance benefit plans that we present in three categories, Principal Pension Plans, Other Pension Plans, and Other Postretirement Plans ("OPEB Plans"). Please refer to Note 10, "Postretirement Benefit Plans" to the consolidated and combined financial statements included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 for further information. On January 1, 2024, we transitioned from legacy GE multiple-employer OPEB plans to GE HealthCare sponsored single-employer OPEB plans. This change did not have an impact on our results of operations or financial position. Pension plans with pension assets or obligations less than \$ 50 million are not included in the results below.

### Components of Expense (Income)

	For the three months ended March 31					
	Principal Pension Plans		Other Pension Plans		OPEB Plans	
	2024	2023	2024	2023	2024	2023
<b>Service cost – Operating</b>	<b>\$ 7</b>	<b>\$ 8</b>	<b>\$ 6</b>	<b>\$ 6</b>	<b>\$ 2</b>	<b>\$ 2</b>
Interest cost	227	240	50	52	13	15
Expected return on plan assets	( 283 )	( 293 )	( 63 )	( 63 )	—	—
Amortization of net loss (gain)	( 19 )	( 31 )	5	2	( 15 )	( 16 )
Amortization of prior service cost (credit)	2	—	—	( 1 )	( 22 )	( 22 )
<b>Non-operating</b>	<b>\$ ( 73 )</b>	<b>\$ ( 84 )</b>	<b>\$ ( 8 )</b>	<b>\$ ( 10 )</b>	<b>\$ ( 24 )</b>	<b>\$ ( 23 )</b>
<b>Net periodic expense (income)</b>	<b>\$ ( 66 )</b>	<b>\$ ( 76 )</b>	<b>\$ ( 2 )</b>	<b>\$ ( 4 )</b>	<b>\$ ( 22 )</b>	<b>\$ ( 21 )</b>

In the three months ended March 31, 2024, the Company made cash benefit payments totaling \$ 27 million to its Principal Pension Plans, \$ 21 million to its Other Pension Plans, and \$ 39 million to its OPEB Plans. In 2024, the Company expects to make total cash contributions of approximately \$ 336 million to these plans. The Company does not have a required minimum funding contribution for its U.S.-based GE HealthCare Pension Plan in 2024. Future contributions will depend on market conditions, interest rates, and other factors.

#### Defined Contribution Plan

GE HealthCare sponsors a defined contribution plan for its eligible U.S. employees. Expenses associated with our employees' participation in GE HealthCare's defined contribution plan were \$ 32 million and \$ 33 million for the three months ended March 31, 2024 and 2023, respectively.

## NOTE 10. INCOME TAXES

Our effective income tax rate was 24.2 % and 29.9 % for the three months ended March 31, 2024 and 2023, respectively. The tax rate for the three months ended March 31, 2024 and 2023 is higher than the U.S. statutory rate primarily due to the cost of global activities, including the U.S. taxation on international operations, withholding taxes, and state taxes.

Post Spin-Off, the Company's previously undistributed earnings of our foreign subsidiaries are no longer indefinitely reinvested in non-U.S. businesses due to current U.S. funding needs. Therefore, in the first quarter of 2023, an incremental deferred tax liability of \$ 30 million was recorded for withholding and other foreign taxes due upon future distribution of earnings. In addition, the Company is providing for withholding and other foreign taxes due upon future distribution of current period earnings.

The Company is currently being audited in a number of jurisdictions for tax years 2004-2022, including China, Germany, Norway, the United Kingdom, and the United States.

## NOTE 11. ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS) – NET

Changes in Accumulated other comprehensive income (loss) "AOCI" by component, net of income taxes, were as follows.

	For the three months ended March 31, 2024			
	Currency translation adjustments <sup>(1)</sup>	Pension and Other Postretirement Plans	Cash flow hedges	Total AOCI
<b>December 31, 2023</b>	<b>\$ ( 1,706 )</b>	<b>\$ 1,033</b>	<b>\$ ( 18 )</b>	<b>\$ ( 691 )</b>
Other comprehensive income (loss) before reclassifications – net of taxes of \$( 7 ), \$( 1 ), and \$( 4 )	( 76 )	2	15	( 58 )
Reclassifications from AOCI – net of taxes <sup>(2)</sup> of \$ 0 , \$ 12 , and \$ 0	—	( 38 )	—	( 37 )
<b>Other comprehensive income (loss)</b>	<b>( 76 )</b>	<b>( 35 )</b>	<b>16</b>	<b>( 95 )</b>
Less: Other comprehensive income (loss) attributable to noncontrolling interests	—	—	—	—
<b>March 31, 2024</b>	<b>\$ ( 1,781 )</b>	<b>\$ 997</b>	<b>\$ ( 2 )</b>	<b>\$ ( 787 )</b>



For the three months ended March 31, 2023

	Currency translation adjustments <sup>(1)</sup>	Pension and Other Postretirement Plans	Cash flow hedges	Total AOCI
<b>December 31, 2022</b>	<b>\$ (1,845)</b>	<b>\$ (42)</b>	<b>\$ 9</b>	<b>\$ (1,878)</b>
Other comprehensive income (loss) before reclassifications – net of taxes of \$(11), \$2, and \$4	57	(13)	(13)	31
Reclassifications from AOCI – net of taxes <sup>(2)</sup> of \$0, \$16, and \$7	—	(52)	(26)	(78)
<b>Other comprehensive income (loss)</b>	<b>57</b>	<b>(65)</b>	<b>(39)</b>	<b>(47)</b>
Spin-Off related adjustments – net of taxes of \$0, \$(509), and \$0	28	1,972	—	2,000
Less: Other comprehensive income (loss) attributable to noncontrolling interests	—	—	—	—
<b>March 31, 2023</b>	<b>\$ (1,760)</b>	<b>\$ 1,865</b>	<b>\$ (30)</b>	<b>\$ 75</b>

(1) The amount of Currency translation adjustments recognized in Other comprehensive income (loss) ("OCI") during the three months ended March 31, 2024 and 2023 included net gains (losses) relating to net investment hedges, as further discussed in Note 12, "Financial Instruments and Fair Value Measurements."

(2) Reclassifications from AOCI into earnings for Pension and Other Postretirement Plans are recognized within Non-operating benefit (income) costs, while Cash flow hedges are recognized within Cost of products and Cost of services in our Condensed Consolidated Statements of Income.

## NOTE 12. FINANCIAL INSTRUMENTS AND FAIR VALUE MEASUREMENTS

### DERIVATIVES AND HEDGING.

Our primary objective in executing and holding derivative contracts is to reduce the volatility of earnings and cash flows associated with risks related to foreign currency exchange rates, interest rates, equity prices, and commodity prices. These derivative contracts reduce, but do not entirely eliminate, the aforementioned risks. Our policy is to use derivative contracts solely for managing risks and not for speculative purposes.

#### Cash Flow Hedges

For derivative instruments designated as cashflow hedges, changes in the fair value of designated hedging instruments are initially recorded as a component of AOCI and subsequently reclassified to earnings in the period in which the hedged transaction affects earnings and to the same financial statement line item impacted by the hedged transaction. As of March 31, 2024, we expect to reclassify \$3 million of pre-tax net deferred losses associated with designated cash flow hedges to earnings in the next 12 months, contemporaneously with the impact on earnings of the related hedged transactions.

#### Net Investment Hedges

We use cross-currency interest rate swaps and foreign currency forward contracts in combination with foreign currency option contracts to hedge the foreign currency risk associated with our net investment in foreign operations. As of March 31, 2024, these contracts were designated as hedges of our net investment in foreign operations with Euro, Japanese Yen, and Chinese Renminbi functional currencies.

#### Fair Value Hedges

We use interest rate swaps to hedge the interest rate risk on our fixed rate borrowings. These derivatives are designated as fair value hedges. In the first quarter of 2024, we executed interest rate swap contracts to hedge the benchmark interest rate risk of specific designated cash flows of our senior unsecured notes.

We record the changes in fair value on the swap contracts in Interest and other financial charges – net in our Condensed Consolidated Statements of Income, the same line item where the offsetting change in the fair value of the designated cash flows of the senior unsecured note is recorded as a basis adjustment.

#### Derivatives Not Designated as Hedging Instruments

We also execute derivative instruments, such as foreign currency forward contracts, equity-linked total return swaps, and commodity forward contracts that are not designated as qualifying hedges. These derivatives serve as economic hedges of the foreign currency rate risk, equity price risk and commodity price risk. We identify foreign currency-related features in our purchase or sales contracts where the currency is not the local or functional currency of a substantive party to the contract and record them as embedded derivatives.

The changes in fair value of derivatives not designated in qualifying hedge transactions are recorded in Cost of products, Cost of services, Selling, general, and administrative ("SG&A"), and Other (income) expense – net in the Condensed Consolidated Statements of Income based on the nature of the underlying hedged transaction. Changes in fair value of embedded derivatives are recognized in Other (income) expense – net in the Condensed Consolidated Statements of Income.

The following table presents the gross fair values of our outstanding derivative instruments.

#### Fair Value of Derivatives

	March 31, 2024			December 31, 2023		
	Gross Notional	Fair Value – Assets	Fair Value – Liabilities	Gross Notional	Fair Value – Assets	Fair Value – Liabilities
Foreign currency forward contracts	\$ 1,176	\$ 15	\$ 15	\$ 1,356	\$ 8	\$ 30
<b>Derivatives accounted for as cash flow hedges</b>	<b>1,176</b>	<b>15</b>	<b>15</b>	<b>1,356</b>	<b>8</b>	<b>30</b>
Cross-currency swaps <sup>(1)</sup>	2,178	—	174	2,209	—	204
Foreign currency forward and options contracts	976	10	8	991	9	11
<b>Derivatives accounted for as net investment hedges</b>	<b>3,154</b>	<b>10</b>	<b>182</b>	<b>3,200</b>	<b>9</b>	<b>215</b>
Interest rate swaps <sup>(1)</sup>	1,700	3	16	1,000	35	10
<b>Derivatives accounted for as fair value hedges</b>	<b>1,700</b>	<b>3</b>	<b>16</b>	<b>1,000</b>	<b>35</b>	<b>10</b>
Foreign currency forward contracts	3,586	8	15	3,597	19	12
Other derivatives <sup>(2)</sup>	375	78	1	438	57	2
<b>Derivatives not designated as hedging instruments</b>	<b>3,961</b>	<b>87</b>	<b>17</b>	<b>4,035</b>	<b>76</b>	<b>14</b>
<b>Total derivatives</b>	<b>\$ 9,991</b>	<b>\$ 115</b>	<b>\$ 230</b>	<b>\$ 9,591</b>	<b>\$ 128</b>	<b>\$ 269</b>

(1) Accrued interest was immaterial for the periods presented and is excluded from fair value. These amounts are recognized within All other current assets and All other current liabilities in the Condensed Consolidated Statements of Financial Position.

(2) Other derivatives are comprised of embedded derivatives and derivatives related to equity contracts.

The following table presents amounts recorded in Long-term borrowings in the Condensed Consolidated Statements of Financial Position related to cumulative basis adjustment for fair value hedges.

	March 31, 2024		December 31, 2023	
	Carrying amount	Cumulative basis adjustment included in the carrying amount	Carrying amount	Cumulative basis adjustment included in the carrying amount
Long-term borrowings designated in fair value hedges	\$ 1,683	\$ ( 13 )	\$ 1,023	\$ 25

Under the master arrangements with the respective counterparties to our derivative contracts, in certain circumstances and subject to applicable requirements, we are allowed to net settle transactions with a single net amount payable by one party to the other. However, we have elected to present the derivative assets and derivative liabilities on a gross basis on our Condensed Consolidated Statements of Financial Position and in the table above.

As of March 31, 2024, the potential effect of rights of offset associated with the derivative contracts would be an offset to both assets and liabilities by \$ 40 million.

The table below presents the pre-tax gains (losses) recognized in OCI associated with the Company's cash flow and net investment hedges.

#### Pre-tax Gains (Losses) Recognized in OCI Related to Cash Flow and Net Investment Hedges

	For the three months ended March 31	
	2024	2023
Cash flow hedges	\$ 20	\$ ( 17 )
Net investment hedges <sup>(1)</sup>	32	35

(1) Amounts recognized in OCI for excluded components for the periods presented were immaterial.

The tables below present the gains (losses) on our derivative financial instruments and hedging activity in the Condensed Consolidated Statements of Income.

## Derivative Financial Instruments and Hedging Activity

	For the three months ended March 31, 2024					
	Cost of products	Cost of services	SG&A	Interest and other financial charges – net	Other <sup>(3)</sup>	
Foreign currency forward contracts	\$ (1)	\$ —	\$ —	\$ —	\$ —	\$ —
<b>Effects of cash flow hedges</b>	<b>(1)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
Cross-currency swaps	—	—	—	8	—	—
Foreign currency forward and options contracts	—	—	—	2	—	—
<b>Effects of net investment hedges<sup>(1)</sup></b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>10</b>	<b>—</b>	<b>—</b>
Interest rate swaps <sup>(4)</sup>	—	—	—	(45)	—	—
Debt basis adjustment on Long-term borrowings	—	—	—	38	—	—
<b>Effects of fair value hedges</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>(6)</b>	<b>—</b>	<b>—</b>
Foreign currency forward contracts	(12)	(3)	—	—	—	—
Other derivatives <sup>(2)</sup>	—	—	5	—	—	20
<b>Effects of derivatives not designated as hedging instruments</b>	<b>\$ (12)</b>	<b>\$ (3)</b>	<b>\$ 5</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 20</b>

	For the three months ended March 31, 2023					
	Cost of products	Cost of services	SG&A	Interest and other financial charges – net	Other <sup>(3)</sup>	
Foreign currency forward contracts	\$ 27	\$ 6	\$ —	\$ —	\$ —	\$ —
<b>Effects of cash flow hedges</b>	<b>27</b>	<b>6</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
Cross-currency swaps	—	—	—	9	—	—
Foreign currency forward and option contracts	—	—	—	—	—	—
<b>Effects of net investment hedges<sup>(1)</sup></b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>9</b>	<b>—</b>	<b>—</b>
Interest rate swaps	—	—	—	—	—	—
Debt basis adjustment on Long-term borrowings	—	—	—	—	—	—
<b>Effects of fair value hedges</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
Foreign currency forward contracts	7	2	—	—	—	1
Other derivatives <sup>(2)</sup>	—	—	15	—	—	—
<b>Effects of derivatives not designated as hedging instruments</b>	<b>\$ 7</b>	<b>\$ 2</b>	<b>\$ 15</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 1</b>

(1) Amounts are excluded from effectiveness testing for the three months ended March 31, 2024 and 2023.

(2) Other derivatives are comprised of embedded derivatives, derivatives related to equity contracts, and commodity derivatives.

(3) Amounts are inclusive of gains (losses) in Other (income) expense – net in the Condensed Consolidated Statements of Income.

(4) Amount includes \$(6) million of interest expense on interest rate derivatives.

## FAIR VALUE MEASUREMENTS.

The following table represents assets and liabilities that are recorded and measured at fair value on a recurring basis.

### Fair Value of Assets and Liabilities Measured on a Recurring Basis

	As of March 31, 2024				As of December 31, 2023			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
<b>Assets:</b>								
Investment securities	\$ 28	\$ —	\$ —	\$ 28	\$ 31	\$ —	\$ —	\$ 31
Derivatives	—	115	—	115	—	128	—	128
<b>Liabilities:</b>								
Deferred compensation	263	5	—	268	264	5	—	269
Derivatives	—	230	—	230	—	269	—	269
Contingent consideration	—	—	41	41	—	—	44	44

### Deferred compensation

The deferred compensation liabilities as of March 31, 2024 and December 31, 2023 are comprised of market-based obligations indexed to the S&P 500 index fund

and GE HealthCare stock in Level 1, and mutual funds in Level 2.

#### Contingent Consideration

The contingent consideration liabilities as of March 31, 2024 and December 31, 2023 were recorded in connection with business acquisitions.

#### Non-recurring Fair Value Measurements

Changes in fair value measurements of assets and liabilities measured at fair value on a non-recurring basis, such as equity method investments, equity investments without readily determinable fair value, financing receivables, and long-lived assets, were not material for the three months ended March 31, 2024 and 2023.

#### Fair Value of Other Financial Instruments

The estimated fair value of borrowings as of March 31, 2024 and December 31, 2023 was \$ 9,807 million and \$ 9,959 million, respectively, compared to a carrying value (which includes a reduction for unamortized debt issuance costs and discounts and cumulative basis adjustment) of \$ 9,255 million and \$ 9,442 million, respectively. The fair value of our borrowings includes accrued interest and is determined based on observable and quoted prices and spreads of comparable debt and benchmark securities and is considered Level 2 in the fair value hierarchy. See Note 8, "Borrowings" for further information.

### NOTE 13. COMMITMENTS, GUARANTEES, PRODUCT WARRANTIES, AND OTHER LOSS CONTINGENCIES

#### GUARANTEES.

The Company has off-balance sheet credit exposure through standby letters of credit, bank guarantees, bid bonds, and surety bonds. See Note 8, "Borrowings" for further information.

Following the Spin-Off, which was completed pursuant to a Separation and Distribution Agreement (the "Separation and Distribution Agreement"), the Company has remaining performance guarantees on behalf of GE. Under the Separation and Distribution Agreement, GE is obligated to use reasonable best efforts to replace the Company as the guarantor or terminate all such performance guarantees. Until such termination or replacement, in the event of non-fulfillment of contractual obligations by the relevant obligors, the Company could be obligated to make payments under the applicable instruments for which GE is obligated to reimburse and indemnify the Company. As of March 31, 2024 the Company's maximum aggregate exposure, subject to GE reimbursement, is approximately \$ 114 million.

#### PRODUCT WARRANTIES.

We provide warranty coverage to our customers as part of customary practices in the market to provide assurance that the products we sell comply with agreed-upon specifications. We provide estimated product warranty expenses when we sell the related products. Warranty accruals are estimates that are based on the best available information, mostly historical claims experience, therefore claims costs may differ from amounts provided. An analysis of changes in the liability for product warranties follows.

	For the three months ended March 31	
	2024	2023
<b>Balance at beginning of period</b>	<b>\$ 192</b>	<b>\$ 193</b>
Current-year provisions	41	49
Expenditures	( 55 )	( 51 )
Other changes	( 2 )	2
<b>Balance at end of period</b>	<b>\$ 175</b>	<b>\$ 193</b>

Product warranties are recognized within All other current liabilities in the Condensed Consolidated Statements of Financial Position.

#### LEGAL MATTERS.

In the normal course of our business, we are involved from time to time in various arbitrations; class actions; commercial, intellectual property, and product liability litigation; government investigations; investigations by competition/antitrust authorities; and other legal, regulatory, or governmental actions, including the significant matters described below that could have a material impact on our results of operations and cash flows. In many proceedings, including the specific matters described below, it is inherently difficult to determine whether any loss is probable or even reasonably possible or to estimate the size or range of the possible loss, and accruals for legal matters are not recorded until a loss for a particular matter is considered probable and reasonably estimable. Given the nature of legal matters and the complexities involved, it is often difficult to predict and determine a meaningful estimate of loss or range of loss until we know, among other factors, the particular claims involved, the likelihood of success of our defenses to those claims, the damages or other relief sought, how discovery or other procedural considerations will affect the outcome, the settlement posture of other parties, and other factors that may have a material effect on the outcome. For such matters, unless otherwise specified, we do not believe it is possible to provide a meaningful estimate of loss at this time. Moreover, it is not uncommon for legal matters to be resolved over many years, during which time relevant developments and new information must be continuously evaluated.

#### *Contracts with Iraqi Ministry of Health*

In 2017, a number of U.S. Service members, civilians, and their families brought a complaint in the U.S. District Court for the District of Columbia (the "District Court") against a number of pharmaceutical and medical device companies, including GE HealthCare and certain affiliates, alleging that the defendants violated the U.S. Anti-Terrorism Act. The complaint seeks monetary relief and alleges that the defendants provided funding for an Iraqi terrorist organization through their sales practices pursuant to pharmaceutical and medical device contracts with the Iraqi Ministry of Health. In July 2020, the District Court granted defendants' motions to dismiss and dismissed all of the plaintiffs' claims. In January 2022, a panel of the U.S. Court of Appeals for the District of Columbia Circuit reversed the District Court's decision. In February 2022, the defendants requested review of the decision by all of the judges on the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit"). In February 2023, the D.C. Circuit denied this request. In June 2023, defendants petitioned the Supreme Court to review the D.C. Circuit's decision. On October 2, 2023, the Supreme Court invited the Solicitor General to file a brief in this case expressing the views of the United States. The proceedings in the District Court are currently inactive.

#### *Government Disclosures*

From time to time, we make self-disclosures regarding our compliance with the Foreign Corrupt Practices Act ("FCPA") and similar laws to relevant authorities who may pursue or decline to pursue enforcement proceedings against us. We, with the assistance of outside counsel, made voluntary self-disclosures to the U.S. Securities and Exchange Commission ("SEC") and the U.S. Department of Justice ("DOJ") beginning in 2018 regarding tender irregularities and other potential violations of the FCPA relating to our activities in certain provinces in China. We have been engaged in ongoing discussions with each of the SEC and the DOJ regarding these matters. We are fully cooperating with the reviews by these agencies and have implemented, and continue to implement, enhancements to our compliance policies and practices. At this time, we are unable to predict the duration, scope, result, or related costs associated with these disclosures to the SEC and the DOJ. We also are unable to predict what, if any, action may be taken by the SEC or the DOJ or what penalties or remedial actions they may seek. Any determination that our operations or activities are not in compliance with existing laws or regulations, including applicable foreign laws, could result in the imposition of fines, penalties, disgorgement, equitable relief, or other losses.

#### **NOTE 14. RESTRUCTURING AND OTHER ACTIVITIES – NET**

Restructuring activities are essential to optimize the business operating model for GE HealthCare and mostly involve workforce reductions, organizational realignments, and revisions to our real estate footprint. Specifically, restructuring and other charges (gains) primarily include facility exit costs, employee-related termination benefits associated with workforce reductions, asset write-downs, and cease-use costs. For segment reporting, restructuring and other activities are not allocated.

For restructuring initiatives committed to by management through March 31, 2024, including additional initiatives committed to in the three months ended March 31, 2024, we recorded net expenses of \$ 40 million and \$ 12 million for the three months ended March 31, 2024 and 2023, respectively. These restructuring initiatives are expected to result in additional expenses of approximately \$ 25 million, to be incurred primarily over the next 12 months, substantially related to employee-related termination benefits and asset write-downs. Restructuring expenses (gains) are recognized within Cost of products, Cost of services, or SG&A, as appropriate, in the Condensed Consolidated Statements of Income.

#### **Restructuring and Other Activities**

	For the three months ended March 31			
	2024		2023	
Employee termination costs	\$	25	\$	10
Facility and other exit costs		8		1
Asset write-downs		7		1
<b>Total restructuring and other activities – net</b>	<b>\$</b>	<b>40</b>	<b>\$</b>	<b>12</b>

Liabilities related to restructuring are recognized within All other current liabilities, All other non-current liabilities, and Compensation and benefits in the Condensed Consolidated Statements of Financial Position and totaled \$ 76 million and \$ 68 million as of March 31, 2024 and December 31, 2023, respectively.

#### **NOTE 15. EARNINGS PER SHARE**

The numerator for both basic and diluted earnings per share ("EPS") is net income attributable to GE HealthCare common stockholders. The denominator of basic EPS is the weighted-average number of shares outstanding during the period. The dilutive effect of outstanding stock options, restricted stock units, and performance share units is reflected in the denominator for diluted EPS using the treasury stock method.

## Earnings Per Share

(In millions, except per share amounts)	For the three months ended March 31	
	2024	2023
<b>Numerator:</b>		
Net income	\$ 388	\$ 383
Net (income) loss attributable to noncontrolling interests	( 14 )	( 11 )
Net income attributable to GE HealthCare	374	372
Deemed preferred stock dividend of redeemable noncontrolling interest	—	( 183 )
Net income attributable to GE HealthCare common stockholders	\$ 374	\$ 189
<b>Denominator:</b>		
Basic weighted-average shares outstanding	456	454
Dilutive effect of common stock equivalents	3	3
Diluted weighted-average shares outstanding	459	457
Basic earnings per share	\$ 0.82	\$ 0.42
Diluted earnings per share	\$ 0.81	\$ 0.41
Antidilutive securities <sup>(1)</sup>	4	4

(1) Diluted earnings per share excludes certain shares issuable under share-based compensation plans because the effect would have been antidilutive.

## NOTE 16. SUPPLEMENTAL FINANCIAL INFORMATION

### Cash, Cash Equivalents, and Restricted Cash

	As of	
	March 31, 2024	December 31, 2023
Cash and cash equivalents	\$ 2,551	\$ 2,494
Short-term restricted cash	12	10
<b>Total Cash, cash equivalents, and restricted cash as presented on the Condensed Consolidated Statements of Financial Position</b>	<b>2,563</b>	<b>2,504</b>
Long-term restricted cash <sup>(1)</sup>	2	2
<b>Total Cash, cash equivalents, and restricted cash as presented on the Condensed Consolidated Statements of Cash Flows</b>	<b>\$ 2,565</b>	<b>\$ 2,506</b>

(1) Long-term restricted cash is recognized within All other non-current assets in the Condensed Consolidated Statements of Financial Position.

### Inventories

	As of	
	March 31, 2024	December 31, 2023
Raw materials	\$ 927	\$ 961
Work in process	101	91
Finished goods	961	908
<b>Inventories<sup>(1)</sup></b>	<b>\$ 1,989</b>	<b>\$ 1,960</b>

(1) Certain inventory items are long-term in nature and therefore have been recognized within All other non-current assets in the Condensed Consolidated Statements of Financial Position.

### Property, Plant, and Equipment – Net

	As of	
	March 31, 2024	December 31, 2023
Original cost	\$ 5,180	\$ 5,208
Accumulated depreciation	( 3,089 )	( 3,064 )
Right-of-use operating lease assets, net of amortization	354	356
<b>Property, plant, and equipment – net</b>	<b>\$ 2,445</b>	<b>\$ 2,500</b>





## All Other Current and Non-Current Assets

	As of	
	March 31, 2024	December 31, 2023
Prepaid expenses and deferred costs	\$ 244	\$ 147
Financing receivables – net	96	97
Derivative instruments	101	84
Other <sup>(1)</sup>	75	61
<b>All other current assets</b>	<b>\$ 517</b>	<b>\$ 389</b>
Prepaid pension asset	727	716
Equity method and other investments	346	357
Financing receivables – net	181	178
Long-term receivables – net	130	124
Inventories	154	147
Contract and other deferred assets	175	168
Other <sup>(2)</sup>	165	191
<b>All other non-current assets</b>	<b>\$ 1,878</b>	<b>\$ 1,881</b>

(1) Current Other primarily consists of tax receivables.

(2) Non-current Other primarily consists of indemnities due from GE, capitalized cloud computing software, tax receivables and derivative instruments.

## All Other Current and Non-Current Liabilities

	As of	
	March 31, 2024	December 31, 2023
Employee compensation and benefit liabilities <sup>(1)</sup>	\$ 1,502	\$ 1,518
Sales allowances and related liabilities	208	228
Income and indirect tax liabilities including uncertain tax positions	266	260
Product warranties	175	192
Accrued freight and utilities	113	132
Operating lease liabilities	109	110
Derivative instruments <sup>(2)</sup>	110	128
Interest payable on borrowings	170	87
Environmental and asset retirement obligations	20	21
Other <sup>(3)</sup>	318	335
<b>All other current liabilities</b>	<b>\$ 2,993</b>	<b>\$ 3,011</b>
Contract liabilities	687	705
Operating lease liabilities	267	273
Environmental and asset retirement obligations	265	265
Income and indirect tax liabilities including uncertain tax positions	207	208
Derivative instruments	114	136
Finance lease obligations	37	38
Sales allowances and related liabilities	24	27
Other <sup>(4)</sup>	209	225
<b>All other non-current liabilities</b>	<b>\$ 1,811</b>	<b>\$ 1,877</b>

(1) Employee compensation and benefit liabilities consists of incentive compensation and commissions, pension and other postretirement benefit obligations, payroll accruals, other employee related liabilities, and deferred compensation.

(2) Derivative instruments include the related accrued interest. Refer to Note 12, "Financial Instruments and Fair Value Measurements" for further information.

(3) Current Other primarily consists of miscellaneous accrued costs, dividends payable to stockholders, and contingent consideration liabilities.

(4) Non-current Other primarily consists of miscellaneous accrued costs, contingent consideration liabilities, and indemnities due to GE.

## SUPPLY CHAIN FINANCE PROGRAMS.

The Company participates in voluntary supply chain finance programs which provide participating suppliers the opportunity to sell their GE HealthCare receivables to third parties at the sole discretion of both the suppliers and the third parties. We evaluate supply chain finance programs to ensure the use of a third-party intermediary to settle our trade payables does not change the nature, existence, amount, or timing of our trade payables and does not provide the Company with any direct economic benefit. If any characteristics of the trade payables change or we receive a direct economic benefit, we reclassify the trade payables as borrowings. In connection with the supply chain finance programs, payment terms normally range from 30 to 150 days, not exceeding 180 days, depending on the underlying supplier agreements.

Included within Accounts payable in the Condensed Consolidated Statements of Financial Position as of March 31, 2024 and December 31, 2023 were \$ 384 million and \$ 365 million, respectively, of confirmed supplier invoices that are outstanding and subject to third-party programs.

## REDEEMABLE NONCONTROLLING INTERESTS.

The Company has noncontrolling interests with redemption features. These redemption features, such as put options, could require the Company to purchase the noncontrolling interests upon the occurrence of certain events. All noncontrolling interests with redemption features that are not solely within our control are recognized within the Condensed Consolidated Statements of Financial Position between liabilities and equity. Redeemable noncontrolling interests are initially recorded at the issuance date fair value. Those that are currently redeemable, or probable of becoming redeemable, are subsequently adjusted to the greater of current redemption value or initial carrying value.

The activity attributable to redeemable noncontrolling interests for the three months ended March 31, 2024 and 2023 is presented below.

### Redeemable Noncontrolling Interests

	For the three months ended March 31	
	2024	2023
<b>Balance at beginning of period</b>	<b>\$ 165</b>	<b>\$ 230</b>
Net income attributable to redeemable noncontrolling interests	11	10
Redemption value adjustments <sup>(1)</sup>	—	183
Distributions to and exercise of redeemable noncontrolling interests and other <sup>(2)</sup>	—	( 222 )
<b>Balance at end of period</b>	<b>\$ 177</b>	<b>\$ 201</b>

(1) As of January 3, 2023, certain redeemable noncontrolling interests were probable of becoming redeemable due to the change of control that occurred upon consummation of the Spin-Off. As a result, these redeemable noncontrolling interests were remeasured to their current redemption value. The remeasurement was accounted for as a deemed preferred stock dividend of redeemable noncontrolling interest and recorded as an adjustment to retained earnings.

(2) In the first quarter of 2023, the redeemable noncontrolling interest holder exercised its option redemption provision. The expected redemption payment of \$ 211 million was recognized within All other current liabilities as of March 31, 2023 and was subsequently paid out in the second quarter of 2023.

### Other Income (Expense) – Net

	For the three months ended March 31	
	2024	2023
Net financing income and investment income (loss)	\$ ( 16 )	\$ 13
Equity method income (loss)	1	4
Change in fair value of assumed obligations	( 8 )	( 13 )
Other items, net <sup>(1)</sup>	14	4
<b>Total other income (expense) – net</b>	<b>\$ ( 8 )</b>	<b>\$ 8</b>

(1) Other items, net primarily consists of change in tax indemnities with GE, lease income, gains and losses related to derivatives, and licensing and royalty income for the three months ended March 31, 2024, and lease income, gains and losses related to derivatives, and licensing and royalty income for the three months ended March 31, 2023.

## **NOTE 17. RELATED PARTIES**

In connection with the Spin-Off, the Company entered into or adopted several agreements that provide a framework for the relationship between the Company and GE, including the Transition Services Agreement ("TSA"). For the three months ended March 31, 2024 and 2023, we incurred \$ 53 million, net, and \$ 108 million, net, respectively, under the TSA which represents fees charged from GE to the Company primarily for information technology, human resources, and research and development and is net of fees charged from the Company to GE for facilities and other shared services.

Current amounts due from and to GE under the various agreements are recognized within Due from related parties or Due to related parties, as applicable, in the Condensed Consolidated Statements of Financial Position. Non-current amounts due from GE were \$ 80 million and \$ 81 million, and due to GE were \$ 33 million and \$ 33 million, as of March 31, 2024 and December 31, 2023, respectively. These amounts were recognized within All other non-current assets and All other non-current liabilities, respectively, in the Condensed Consolidated Statements of Financial Position and primarily relate to tax and other indemnities. For more information on these arrangements, see Note 19, "Related Parties" to the consolidated and combined financial statements included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

## **NOTE 18. SUBSEQUENT EVENTS**

On April 1, 2024, the Company acquired 100 % of the stock of MIM Software Inc. ("MIM Software") for approximately \$ 258 million, net of cash acquired, and up to \$ 35 million in cash upon the completion of certain milestones and service requirements. The acquisition was funded with cash on hand. The Company is in the process of measuring the acquired assets and assumed liabilities as of the acquisition date. MIM Software is a global provider of medical imaging analysis and AI solutions for the practice of radiation oncology, molecular radiotherapy, diagnostic imaging, and urology at imaging centers, hospitals, specialty clinics, and research organizations worldwide. The addition of MIM Software to GE HealthCare's portfolio is expected to strengthen the Company's response to provider needs, supplying established solutions that are designed to help simplify, streamline, and automate essential tasks to enhance workflow.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### Part I. Financial Information

#### Index

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## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the condensed consolidated financial statements and corresponding notes included elsewhere in this Quarterly Report on Form 10-Q. The following discussion and analysis provide information management believes to be relevant to understanding the financial condition and results of operations of GE HealthCare Technologies Inc. and its subsidiaries ("GE HealthCare," the "Company," "our," "us," or "we") for the three months ended March 31, 2024 and 2023. For a full understanding of our financial condition and results of operations, the below discussion should be read alongside the Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023. This discussion contains forward-looking statements that are based upon current expectations and are subject to uncertainty and changes in circumstances; see "Forward-Looking Statements." Our actual results could differ materially from the results contemplated by these forward-looking statements due to a number of factors, including those discussed below and elsewhere in this Quarterly Report on Form 10-Q, and particularly in Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

The following tables are presented in millions of United States ("U.S.") dollars unless otherwise stated, except for per-share amounts which are presented in U.S. dollars. Certain columns and rows throughout this document may not sum due to the use of rounded numbers. Percentages presented are calculated from the underlying whole-dollar amounts.

GE HealthCare's operations are organized and managed through four reportable segments: Imaging, Ultrasound, Patient Care Solutions ("PCS"), and Pharmaceutical Diagnostics ("PDX") and we evaluate their operating performance using Segment revenues and Segment EBIT.

### TRENDS AND FACTORS IMPACTING OUR PERFORMANCE

We believe that our performance and future success depend on a number of factors that present significant opportunities for us but also pose risks and challenges, including those discussed below and particularly in Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

#### KEY TRENDS AFFECTING RESULTS OF OPERATIONS.

##### *Russia and Ukraine Conflict*

We had \$141 million and \$153 million of assets in, or directly related to, Russia and Ukraine as of March 31, 2024 and December 31, 2023 respectively, none of which are subject to sanctions that impact the carrying value of the assets. We generated revenues of \$77 million and \$78 million from customers in these two countries for the three months ended March 31, 2024 and 2023, respectively. The potential inability to repatriate earnings from these two countries will not have a material impact on our ability to operate.

We continue to monitor the effects of Russia's invasion of Ukraine, including the consideration of financial impact, cybersecurity risks, the applicability and effect of sanctions, and the employee base in Ukraine and Russia. In May 2023, the U.S. Department of Commerce implemented expanded measures that required us to obtain a license for the export, re-export, or transfer of specified medical equipment and spare parts to customers in Russia. As of April 29, 2024, this requirement has been modified to permit us to export, re-export, or transfer medical equipment and spare parts that meet stated criteria under a License Exception, which will eliminate the need for us to obtain individual U.S. licenses in most cases. The European Union and other countries have also expanded licensing requirements for certain spare parts, services, software, and other items. We will continue to apply for licenses to supply to these customers and to support our business in Russia, as required. The implementation of these measures affected our ability to supply customers in Russia during the first quarter of 2024 and the last three quarters of 2023 and will continue to do so as we confirm applicability of the new U.S. License Exception to our transactions and continue to obtain licenses. There is no guarantee we will obtain all of the licenses for which we applied, that any approvals we obtain will be on a timely basis, or that our business in Russia will not be further disrupted due to evolving legal or operational considerations. The Board, together with management, will continue to assess whether developments related to the conflict have had, or are reasonably likely to have, a material impact on the Company.

##### *Tax Valuation Allowances*

Deferred income tax assets represent amounts available to reduce income taxes payable on taxable income in future years. We evaluate the recoverability of these future tax deductions and credits by evaluating all available positive and negative evidence. We have a valuation allowance against certain U.S. and foreign deferred tax assets and will release the valuation allowance when there is sufficient positive evidence to support a conclusion that it is more likely than not the deferred tax assets will be realized. Depending on our operating results in the future, we may release the valuation allowance associated with our Brazil deferred tax assets within the next year. The timing and amount of the valuation allowance release could vary based on our assessment of all available evidence. Release of all, or a portion, of the valuation allowance would result in the recognition of certain deferred tax assets and may result in a decrease to income tax expense for the period in which the release is recorded.

## SUMMARY OF KEY PERFORMANCE MEASURES

Management reviews and analyzes several key performance measures including Total revenues, Remaining performance obligations ("RPO"), Operating income, Net income attributable to GE HealthCare, Earnings per share, and Cash from (used for) operating activities. Management also reviews and analyzes Organic revenue\*, Adjusted earnings before interest and taxes\* ("Adjusted EBIT\*"), Adjusted net income\*, Adjusted tax expense\*, Adjusted effective tax rate\* ("Adjusted ETR\*"), Adjusted earnings per share\*, and Free cash flow\*, which are non-GAAP financial measures. These measures are reviewed and analyzed in order to evaluate our business performance, identify trends affecting our business, allocate capital, and make strategic decisions, including those discussed below. See "Results of Operations" and "Liquidity and Capital Resources" below for further discussion on our key performance measures.

The non-GAAP financial measures should be considered along with the most directly comparable U.S. GAAP financial measures. Definitions of these non-GAAP financial measures, a discussion of why we believe they are useful to management and investors as well as certain of their limitations, and reconciliations to their most directly comparable U.S. GAAP financial measures are provided below under "Non-GAAP Financial Measures."

## RESULTS OF OPERATIONS

The following tables set forth our results of operations for each of the periods presented.

### Condensed Consolidated Statements of Income

	For the three months ended March 31	
	2024	2023
Sales of products	\$ 3,045	\$ 3,131
Sales of services	1,605	1,576
<b>Total revenues</b>	<b>4,650</b>	<b>4,707</b>
Cost of products	1,967	2,037
Cost of services	782	779
<b>Gross profit</b>	<b>1,902</b>	<b>1,891</b>
Selling, general, and administrative	1,038	1,062
Research and development	324	270
<b>Total operating expenses</b>	<b>1,362</b>	<b>1,332</b>
<b>Operating income</b>	<b>540</b>	<b>559</b>
Interest and other financial charges – net	122	136
Non-operating benefit (income) costs	(102)	(115)
Other (income) expense – net	8	(8)
<b>Income before income taxes</b>	<b>512</b>	<b>546</b>
Benefit (provision) for income taxes	(124)	(163)
<b>Net income</b>	<b>388</b>	<b>383</b>
Net (income) loss attributable to noncontrolling interests	(14)	(11)
<b>Net income attributable to GE HealthCare</b>	<b>\$ 374</b>	<b>\$ 372</b>

\*Non-GAAP Financial Measure

## TOTAL REVENUES AND RPO.

### Revenues by Segment

	For the three months ended March 31			
	2024	2023	% change	% organic* change
Segment revenues				
Imaging	\$ 2,466	\$ 2,496	(1)%	—%
Ultrasound	824	859	(4)%	(4)%
PCS	747	781	(4)%	(4)%
PDx	599	558	7%	8%
Other <sup>(1)</sup>	15	13		
<b>Total revenues</b>	<b>\$ 4,650</b>	<b>\$ 4,707</b>	<b>(1)%</b>	<b>—%</b>

(1) Financial information not presented within the reportable segments, shown within the Other category, represents the HealthCare Financial Services business which does not meet the definition of an operating segment.

### Revenues by Region

	For the three months ended March 31		
	2024	2023	% change
United States and Canada ("USCAN")	\$ 2,093	\$ 2,083	—%
Europe, the Middle East, and Africa ("EMEA")	1,174	1,168	1%
China region	597	672	(11)%
Rest of World	785	784	—%
<b>Total revenues</b>	<b>\$ 4,650</b>	<b>\$ 4,707</b>	<b>(1)%</b>

For the three months ended March 31, 2024

Total revenues were \$4,650 million, decreasing 1% or \$57 million as reported and approximately flat organically\*. The reported decline was primarily due to Sales of products decreasing 3% or \$86 million, primarily due to decreased volume following double digit reported product revenue growth in the prior year, which benefited from improved supply chain fulfillment and COVID-related demand.

The segment revenues were as follows:

- Imaging segment revenues were \$2,466 million, decreasing 1% or \$30 million following double digit Organic revenue growth\* in the prior year, which benefited from improved supply chain fulfillment, and unfavorable foreign currency impacts;
- Ultrasound segment revenues were \$824 million, decreasing 4% or \$35 million primarily due to decreased volume following double digit Organic revenue growth\* in the prior year, which benefited from improved supply chain fulfillment and COVID-related stimulus programs;
- PCS segment revenues were \$747 million, decreasing 4% or \$34 million primarily due to decreased volume driven by in-quarter fulfillment delays and following double digit Organic revenue growth\* in the prior year, which benefited from COVID-related demand in China; and
- PDx segment revenues were \$599 million, growing 7% or \$41 million with growth in the USCAN and EMEA regions driven by increased price, growth in volume, and new product introductions.

The regional revenues were as follows:

- USCAN revenues were \$2,093 million, flat to the prior year with growth in PDx revenues largely offset by declines in other segment revenues, following high single digit growth in the prior year, which benefited from improved supply chain fulfillment;
- EMEA revenues were \$1,174 million, growing 1% or \$6 million with growth in PDx and Imaging revenues largely offset by decreases in PCS and Ultrasound revenues.
- China region revenues were \$597 million, decreasing 11% or \$75 million with declines in all segment revenues following double digit growth in the prior year due to the regional stimulus program; and
- Rest of World revenues were \$785 million, flat to the prior year due to unfavorable foreign currency impacts offset by growth in Imaging revenues.

\*Non-GAAP Financial Measure

## Remaining Performance Obligations

	As of		
	March 31, 2024	December 31, 2023	% change
Products	\$ 4,742	\$ 4,930	(4)%
Services	9,570	9,725	(2)%
<b>Total RPO</b>	<b>\$ 14,313</b>	<b>\$ 14,655</b>	<b>(2)%</b>

RPO represents the estimated revenue expected from customer contracts that are partially or fully unperformed inclusive of amounts deferred in contract liabilities, excluding contracts, or portions thereof, that provide the customer with the ability to cancel or terminate without incurring a substantive penalty. RPO as of March 31, 2024 decreased 2% from December 31, 2023, primarily due to fulfillment and cancellations outpacing new contracts and renewals.

## OPERATING INCOME, NET INCOME ATTRIBUTABLE TO GE HEALTHCARE, ADJUSTED EBIT\*, AND ADJUSTED NET INCOME\*.

	For the three months ended March 31				
	2024	% of Total revenues	2023	% of Total revenues	% change
Operating income	\$ 540	11.6%	\$ 559	11.9%	(3)%
Net income attributable to GE HealthCare	374	8.0%	372	7.9%	—%
Adjusted EBIT*	681	14.7%	664	14.1%	3%
Adjusted net income*	413	8.9%	388	8.2%	6%

For the three months ended March 31, 2024

Operating income was \$540 million, a decrease of \$19 million and 30 basis points as a percent of Total revenues. The decrease as a percent of Total revenues was due to the following factors:

- Gross profit increased \$11 million or 70 basis points as a percent of Total revenues primarily due to a reduction in Cost of products sold. Cost of products sold decreased \$70 million or 50 basis points as a percent of Sales of products. The decrease as a percent of sales was driven by cost productivity and an increase in pricing of our products, partially offset by cost inflation. Cost of services sold increased \$3 million but decreased 70 basis points as a percent of Sales of services. The decrease as a percent of sales was driven by cost productivity and an increase in pricing of our service offerings, partially offset by cost inflation. Included in our total cost of revenue as part of our product investment was \$101 million in engineering costs for design follow-through on new product introductions and product lifecycle maintenance subsequent to the initial product launch, compared to \$110 million for the prior year comparable period; and
- Total operating expenses increased \$30 million due to an increase in Research and Development ("R&D") investments of \$54 million, partially offset by a decrease in Selling, general, and administrative ("SG&A") expense of \$24 million primarily driven by corporate cost productivity, including Information Technology savings. As a result, R&D as a percentage of Total revenues increased by 120 basis points while SG&A as a percentage of Total revenues decreased by 20 basis points.

Net income attributable to GE HealthCare and Net income margin were \$374 million and 8.0%, an increase of \$2 million and 10 basis points, respectively, primarily due to the following factors:

- Operating income decreased \$19 million, as discussed above;
- Interest and other financial charges – net decreased \$14 million primarily driven by lower overall borrowings due to the repayments made on the Term Loan Facility;
- Non-operating benefit income decreased \$13 million primarily related to lower amortization of net gains on our Pension Plans;
- Other income (expense) – net decreased \$16 million primarily related to lower net financing and investment income; and
- Provision for income taxes decreased \$39 million primarily due to prior year results impacted by an incremental charge for the accrual of withholding and other foreign taxes due upon future distribution of earnings. For additional detail regarding our income taxes, see Note 10, "Income Taxes" to the condensed consolidated financial statements.

Adjusted EBIT\* and Adjusted EBIT margin\* were \$681 million and 14.7%, an increase of \$17 million and 50 basis points, respectively, primarily due to a decrease in Total operating expenses, when excluding the impact of Restructuring and Spin-Off and separation costs.

\*Non-GAAP Financial Measure



Adjusted net income\* was \$413 million, an increase of \$25 million primarily due to the decrease in Total operating expenses, when excluding the impact of Restructuring and Spin-Off and separation costs, and the decrease of Interest and other financial charges – net.

## RESULTS OF OPERATIONS – SEGMENTS

We exclude from Segment EBIT certain corporate-related expenses and certain transactions or adjustments that our Chief Operating Decision Maker (which is our Chief Executive Officer) considers to be non-operational, such as Interest and other financial charges – net, Benefit (provision) for income taxes, Restructuring costs, Acquisition and disposition-related benefits (charges), Spin-Off and separation costs, Non-operating benefit (income) costs, Gain (loss) on business and asset dispositions, Amortization of acquisition-related intangible assets, Net (income) loss attributable to noncontrolling interests, Income (loss) from discontinued operations, net of taxes, and Investment revaluation gain (loss). See “Results of Operations” section above for discussion on the performance of segments on revenue.

### Segment EBIT

	For the three months ended March 31				
	2024	% of segment revenues	2023	% of segment revenues	% change
Segment EBIT <sup>(1)</sup>					
Imaging	\$ 240	9.7 %	\$ 191	7.7 %	26 %
Ultrasound	182	22.1 %	207	24.1 %	(12) %
PCS	81	10.9 %	109	14.0 %	(25) %
PDx	178	29.7 %	155	27.8 %	15 %

(1) For additional details regarding Segment EBIT, see Note 3, “Segment Information.”

For the three months ended March 31, 2024

- Imaging Segment EBIT was \$240 million, an increase of \$49 million due to cost productivity and an increase in price, partially offset by cost inflation;
- Ultrasound Segment EBIT was \$182 million, a decrease of \$25 million due to cost inflation and a decrease in sales volume, partially offset by cost productivity;
- PCS Segment EBIT was \$81 million, a decrease of \$28 million due to cost inflation and a decrease in sales volume, partially offset by cost productivity; and
- PDx Segment EBIT was \$178 million, an increase of \$23 million due to an increase in price, cost productivity, and an increase in volume, partially offset by investments.

\*Non-GAAP Financial Measure

## NON-GAAP FINANCIAL MEASURES

The non-GAAP financial measures presented in this Quarterly Report on Form 10-Q are supplemental measures of our performance and our liquidity that we believe help investors understand our financial condition, cash flows, and operating results, and assess our future prospects. We believe that presenting these non-GAAP financial measures, in addition to the corresponding U.S. GAAP financial measures, are important supplemental measures that exclude non-cash or other items that may not be indicative of or related to our core operating results and the overall health of our company. We believe that these non-GAAP financial measures provide investors greater transparency to the information used by management for its operational decision-making and allow investors to see our results “through the eyes of management.” We further believe that providing this information assists our investors in understanding our operating performance and the methodology used by management to evaluate and measure such performance. When read in conjunction with our U.S. GAAP results, these non-GAAP financial measures provide a baseline for analyzing trends in our underlying businesses and can be used by management as one basis for making financial, operational, and planning decisions. Finally, these measures are often used by analysts and other interested parties to evaluate companies in our industry.

The non-GAAP financial measures we report include:

### *Organic revenue and Organic revenue growth rate*

We believe that Organic revenue and Organic revenue growth rate, by excluding the effect of acquisitions, dispositions, and foreign currency rate fluctuations, provide management and investors with additional understanding and visibility into the underlying revenue trends of our established, ongoing operations. Organic revenue and Organic revenue growth rate also provide greater insight regarding the overall demand for our products and services.

### *EBIT, Adjusted EBIT, and Adjusted EBIT margin*

We believe Adjusted EBIT and Adjusted EBIT margin provide management and investors with additional understanding of our business by highlighting the results from ongoing operations and the underlying profitability factors. EBIT represents our earnings excluding interest expense, interest income, earnings (loss) attributable to non-controlling interests, non-operating benefit (income) costs, and tax expense. Adjusted EBIT additionally excludes non-recurring and/or non-cash items, which may have a material impact on our results. We may from time to time consider excluding other non-recurring items to enhance comparability between periods. We believe this provides additional insight into how our businesses are performing, on a normalized basis. However, Adjusted EBIT and Adjusted EBIT margin should not be construed as inferring that our future results will be unaffected by the items for which the measure adjusts.

### *Adjusted net income*

We believe Adjusted net income provides investors with improved comparability of underlying operating results and a further understanding and additional transparency regarding how we evaluate our business. Adjusted net income also provides management and investors with additional perspective regarding the impact of certain significant items on our earnings. Adjusted net income excludes non-operating benefit (income) costs, certain tax expense adjustments, and non-recurring and/or non-cash items, which may have a material impact on our results. We may from time to time consider excluding other non-recurring items to enhance comparability between periods. However, Adjusted net income should not be construed as inferring that our future results will be unaffected by the items for which the measure adjusts.

### *Adjusted earnings per share*

We believe Adjusted earnings per share provides investors with improved comparability of underlying operating results and a further understanding and additional transparency regarding how we evaluate our business. Adjusted earnings per share also provides management and investors with additional perspective regarding the impact of certain significant items on our per share earnings. Adjusted earnings per share excludes non-operating benefit (income) costs, certain tax expense adjustments, and non-recurring and/or non-cash items, which may have a material impact on our results. We may from time to time consider excluding other non-recurring items to enhance comparability between periods. However, Adjusted earnings per share should not be construed as inferring that our future results will be unaffected by the items for which the measure adjusts.

### *Adjusted tax expense and Adjusted effective tax rate*

We believe that Adjusted tax expense and Adjusted effective tax rate provide investors with a better understanding of the normalized tax rate applicable to our business and provide more consistent comparability across periods. Adjusted tax expense excludes the income tax related to the pre-tax income adjustments included as part of Adjusted net income and certain income tax adjustments, such as adjustments to deferred tax assets or liabilities. We may from time to time consider excluding other non-recurring tax items to enhance comparability between periods. Adjusted effective tax rate is Adjusted tax expense divided by Income before income taxes less pre-tax income adjustments detailed above in Adjusted net income. However, Adjusted tax expense and Adjusted effective tax rate should not be construed as inferring that our future results will be unaffected by the items for which the measure adjusts.

### Free cash flow

We believe that Free cash flow provides management and investors with an important measure of our ability to generate cash on a normalized basis. Free cash flow also provides insight into our flexibility to allocate capital, including reinvesting in the Company for future growth, paying down debt, paying dividends, and pursuing other opportunities that may enhance stockholder value. Free cash flow is Cash from (used for) operating activities including cash flows related to the additions and dispositions of property, plant, and equipment ("PP&E") and internal-use software. Additionally, Free cash flow does not represent residual cash flows available for discretionary expenditures, due to the fact that the measures do not deduct the payments required for debt repayments.

### Non-GAAP Reconciliations

Management recognizes that these non-GAAP financial measures have limitations, including that they may be calculated differently by other companies or may be used under different circumstances or for different purposes, thereby affecting their comparability from company to company. In order to compensate for these and the other limitations discussed below, management does not consider these measures in isolation from or as alternatives to the comparable financial measures determined in accordance with U.S. GAAP. Readers should review the reconciliations below and should not rely on any single financial measure to evaluate our business. The reconciliations of each non-GAAP financial measure to the most directly comparable U.S. GAAP financial measure are provided below.

Organic Revenue*	For the three months ended March 31		
	2024	2023	% change
<b>Imaging revenues</b>	<b>\$ 2,466</b>	<b>\$ 2,496</b>	<b>(1)%</b>
Less: Acquisitions <sup>(1)</sup>	—	—	
Less: Dispositions <sup>(2)</sup>	—	—	
Less: Foreign currency exchange	(27)	—	
<b>Imaging Organic revenue*</b>	<b>\$ 2,493</b>	<b>\$ 2,496</b>	<b>—%</b>
<b>Ultrasound revenues</b>	<b>\$ 824</b>	<b>\$ 859</b>	<b>(4)%</b>
Less: Acquisitions <sup>(1)</sup>	—	—	
Less: Dispositions <sup>(2)</sup>	—	—	
Less: Foreign currency exchange	(5)	—	
<b>Ultrasound Organic revenue*</b>	<b>\$ 829</b>	<b>\$ 859</b>	<b>(4)%</b>
<b>PCS revenues</b>	<b>\$ 747</b>	<b>\$ 781</b>	<b>(4)%</b>
Less: Acquisitions <sup>(1)</sup>	—	—	
Less: Dispositions <sup>(2)</sup>	—	—	
Less: Foreign currency exchange	(1)	—	
<b>PCS Organic revenue*</b>	<b>\$ 748</b>	<b>\$ 781</b>	<b>(4)%</b>
<b>PDx revenues</b>	<b>\$ 599</b>	<b>\$ 558</b>	<b>7%</b>
Less: Acquisitions <sup>(1)</sup>	—	—	
Less: Dispositions <sup>(2)</sup>	—	—	
Less: Foreign currency exchange	(1)	—	
<b>PDx Organic revenue*</b>	<b>\$ 600</b>	<b>\$ 558</b>	<b>8%</b>
<b>Other revenues</b>	<b>\$ 15</b>	<b>\$ 13</b>	<b>12%</b>
Less: Acquisitions <sup>(1)</sup>	—	—	
Less: Dispositions <sup>(2)</sup>	—	—	
Less: Foreign currency exchange	—	—	
<b>Other Organic revenue*</b>	<b>\$ 14</b>	<b>\$ 13</b>	<b>11%</b>
<b>Total revenues</b>	<b>\$ 4,650</b>	<b>\$ 4,707</b>	<b>(1)%</b>
Less: Acquisitions <sup>(1)</sup>	—	—	
Less: Dispositions <sup>(2)</sup>	—	—	
Less: Foreign currency exchange	(34)	—	
<b>Organic revenue*</b>	<b>\$ 4,684</b>	<b>\$ 4,707</b>	<b>—%</b>

(1) Represents revenues attributable to acquisitions from the date the Company completed the transaction through the end of four quarters following the transaction.

(2) Represents revenues attributable to dispositions for the four quarters preceding the disposition date.



**Adjusted EBIT\***

	For the three months ended March 31		
	2024	2023	% change
<b>Net income attributable to GE HealthCare</b>	<b>\$ 374</b>	<b>\$ 372</b>	<b>—%</b>
Add: Interest and other financial charges – net	122	136	
Add: Non-operating benefit (income) costs	(102)	(115)	
Less: Benefit (provision) for income taxes	(124)	(163)	
Less: Net (income) loss attributable to noncontrolling interests	(14)	(11)	
<b>EBIT*</b>	<b>\$ 531</b>	<b>\$ 567</b>	<b>(6)%</b>
Add: Restructuring costs <sup>(1)</sup>	40	12	
Add: Acquisition and disposition-related charges (benefits) <sup>(2)</sup>	—	1	
Add: Spin-Off and separation costs <sup>(3)</sup>	60	58	
Add: (Gain) loss on business and asset dispositions <sup>(4)</sup>	—	—	
Add: Amortization of acquisition-related intangible assets	31	31	
Add: Investment revaluation (gain) loss <sup>(5)</sup>	20	(5)	
<b>Adjusted EBIT*</b>	<b>\$ 681</b>	<b>\$ 664</b>	<b>3%</b>
<b>Net income margin</b>	<b>8.0%</b>	<b>7.9%</b>	<b>10 bps</b>
<b>Adjusted EBIT margin*</b>	<b>14.7%</b>	<b>14.1%</b>	<b>50 bps</b>

(1) Consists of severance, facility closures, and other charges associated with restructuring programs.

(2) Consists of legal, consulting, and other transaction and integration fees, and adjustments to contingent consideration, as well as other purchase accounting related charges and other costs directly related to the transactions.

(3) Costs incurred in the Spin-Off and separation from GE, including system implementations, audit and advisory fees, legal entity separation, Founders Grant equity awards, separation agreements with GE, and other one-time costs.

(4) Consists of gains and losses resulting from the sale of assets and investments.

(5) Primarily relates to valuation adjustments for equity investments.

**Adjusted Net Income\***

	For the three months ended March 31		
	2024	2023	% change
<b>Net income attributable to GE HealthCare</b>	<b>\$ 374</b>	<b>\$ 372</b>	<b>—%</b>
Add: Non-operating benefit (income) costs	(102)	(115)	
Add: Restructuring costs <sup>(1)</sup>	40	12	
Add: Acquisition and disposition-related charges (benefits) <sup>(2)</sup>	—	1	
Add: Spin-Off and separation costs <sup>(3)</sup>	60	58	
Add: (Gain) loss on business and asset dispositions <sup>(4)</sup>	—	—	
Add: Amortization of acquisition-related intangible assets	31	31	
Add: Investment revaluation (gain) loss <sup>(5)</sup>	20	(5)	
Add: Tax effect of reconciling items	(9)	4	
Add: Certain tax adjustments <sup>(6)</sup>	—	30	
<b>Adjusted net income*</b>	<b>\$ 413</b>	<b>\$ 388</b>	<b>6%</b>

(1) Consists of severance, facility closures, and other charges associated with restructuring programs.

(2) Consists of legal, consulting, and other transaction and integration fees, and adjustments to contingent consideration, as well as other purchase accounting related charges and other costs directly related to the transactions.

(3) Costs incurred in the Spin-Off and separation from GE, including system implementations, audit and advisory fees, legal entity separation, Founders Grant equity awards, separation agreements with GE, and other one-time costs.

(4) Consists of gains and losses resulting from the sale of assets and investments.

(5) Primarily relates to valuation adjustments for equity investments.

(6) Consists of certain income tax adjustments, including the accrual of a deferred tax liability on the prior period earnings of certain of the Company's foreign subsidiaries for which the Company is no longer permanently reinvested and the impact of adjusting deferred tax assets and liabilities to stand-alone GE HealthCare tax rates.



**Adjusted Earnings Per Share\****(In dollars, except shares outstanding presented in millions)*

	For the three months ended March 31		
	2024	2023	\$ change
<b>Diluted earnings per share</b>	<b>\$ 0.81</b>	<b>\$ 0.41</b>	<b>\$ 0.40</b>
Add: Deemed preferred stock dividend of redeemable noncontrolling interest	—	0.40	
Add: Non-operating benefit (income) costs	(0.22)	(0.25)	
Add: Restructuring costs <sup>(1)</sup>	0.09	0.03	
Add: Acquisition and disposition-related charges (benefits) <sup>(2)</sup>	—	0.00	
Add: Spin-Off and separation costs <sup>(3)</sup>	0.13	0.13	
Add: (Gain) loss on business and asset dispositions <sup>(4)</sup>	—	—	
Add: Amortization of acquisition-related intangible assets	0.07	0.07	
Add: Investment revaluation (gain) loss <sup>(5)</sup>	0.04	(0.01)	
Add: Tax effect of reconciling items	(0.02)	0.01	
Add: Certain tax adjustments <sup>(6)</sup>	—	0.07	
<b>Adjusted earnings per share*</b>	<b>\$ 0.90</b>	<b>\$ 0.85</b>	<b>\$ 0.05</b>
<b>Diluted weighted-average shares outstanding</b>	<b>459</b>	<b>457</b>	

- (1) Consists of severance, facility closures, and other charges associated with restructuring programs.
- (2) Consists of legal, consulting, and other transaction and integration fees, and adjustments to contingent consideration, as well as other purchase accounting related charges and other costs directly related to the transactions.
- (3) Costs incurred in the Spin-Off and separation from GE, including system implementations, audit and advisory fees, legal entity separation, Founders Grant equity awards, separation agreements with GE, and other one-time costs.
- (4) Consists of gains and losses resulting from the sale of assets and investments.
- (5) Primarily relates to valuation adjustments for equity investments.
- (6) Consists of certain income tax adjustments, including the accrual of a deferred tax liability on the prior period earnings of certain of the Company's foreign subsidiaries for which the Company is no longer permanently reinvested and the impact of adjusting deferred tax assets and liabilities to stand-alone GE HealthCare tax rates.

**Adjusted Tax Expense\* and Adjusted ETR\***

	For the three months ended March 31	
	2024	2023
<b>Benefit (provision) for income taxes</b>	<b>\$ (124)</b>	<b>\$ (163)</b>
Add: Tax effect of reconciling items	(9)	4
Add: Certain tax adjustments <sup>(1)</sup>	—	30
<b>Adjusted tax expense*</b>	<b>\$ (133)</b>	<b>\$ (129)</b>
<b>Effective tax rate</b>	<b>24.2%</b>	<b>29.9%</b>
<b>Adjusted effective tax rate*</b>	<b>23.7%</b>	<b>24.4%</b>

- (1) Consists of certain income tax adjustments, including the accrual of a deferred tax liability on the prior period earnings of certain of the Company's foreign subsidiaries for which the Company is no longer permanently reinvested and the impact of adjusting deferred tax assets and liabilities to stand-alone GE HealthCare tax rates.

**Free Cash Flow\***

	For the three months ended March 31		
	2024	2023	% change
<b>Cash from (used for) operating activities</b>	<b>\$ 419</b>	<b>\$ 468</b>	<b>(11)%</b>
Add: Additions to PP&E and internal-use software	(145)	(143)	
Add: Dispositions of PP&E	—	—	
<b>Free cash flow*</b>	<b>\$ 274</b>	<b>\$ 325</b>	<b>(16)%</b>

\*Non-GAAP Financial Measure





## LIQUIDITY AND CAPITAL RESOURCES

As of March 31, 2024, our Cash, cash equivalents, and restricted cash balance in the Condensed Consolidated Statements of Financial Position was \$2,563 million. We have historically generated positive cash flows from operating activities. Additionally, we have access to revolving credit facilities of \$3,500 million in aggregate, described in detail in Note 8, "Borrowings" to the condensed consolidated financial statements.

We believe that our existing balance of Cash, cash equivalents, and restricted cash, future cash generated from operating activities, access to capital markets, and existing credit facilities will be sufficient to meet the needs of our current and ongoing operations, pay taxes due, service our existing debt, and fund investments in our business for at least the next 12 months.

The following table summarizes our cash flows for the periods presented:

Cash Flow	For the three months ended March 31	
	2024	2023
Cash from (used for) operating activities	\$ 419	\$ 468
Cash from (used for) investing activities	(188)	(266)
Cash from (used for) financing activities	(153)	673
Free cash flow*	274	325

### Operating Activities

Cash generated from operating activities in the three months ended March 31, 2024 was \$419 million and included Net income of \$388 million, non-cash charges for depreciation and amortization of \$148 million, and a \$116 million outflow from changes in assets and liabilities, primarily driven by company-funded benefit payments for postretirement benefit plans, annual prepayments, and an increase in inventory, partially offset by a decrease in receivables.

Cash generated from operating activities in the three months ended March 31, 2023 was \$468 million and included Net income of \$383 million, non-cash charges for depreciation and amortization of \$157 million, and a \$72 million outflow from changes in assets and liabilities, primarily driven by an increase in inventory and company-funded benefit payments for postretirement benefit plans, partially offset by an increase in contract liabilities and an increase in accounts payable.

### Investing Activities

Cash used for investing activities in the three months ended March 31, 2024 was \$188 million and primarily included additions to PP&E of \$145 million related mostly to manufacturing capacity expansion and new product introductions.

Cash used for investing activities in the three months ended March 31, 2023 was \$266 million and primarily included additions to PP&E of \$143 million related mostly to new product introductions and manufacturing capacity expansion and purchases of businesses, net of cash acquired, of \$127 million related to Caption Health, Inc.

### Financing Activities

Cash used for financing activities in the three months ended March 31, 2024 was \$153 million and primarily included a repayment of \$150 million of our outstanding Term Loan Facility.

Cash generated from financing activities in the three months ended March 31, 2023 was \$673 million and primarily included \$2,000 million of newly issued debt, partially offset by \$1,317 million of transfers to GE.

### Free cash flow\*

Free cash flow\* was \$274 million for the three months ended March 31, 2024 and primarily included \$419 million of cash generated from operating activities, partially offset by \$145 million of cash used for additions to PP&E.

Free cash flow\* was \$325 million for the three months ended March 31, 2023 and primarily included \$468 million of cash generated from operating activities, partially offset by \$143 million of cash used for additions to PP&E.

### Capital Expenditures

Cash used for capital expenditures was \$145 million and \$143 million for the three months ended March 31, 2024 and 2023, respectively. Capital expenditures were primarily for manufacturing capacity expansion and equipment and tooling for existing products and new product introductions.

#### Material Cash Requirements

In the normal course of business, we enter into contracts and commitments that obligate us to make payments in the future. Information regarding our obligations under lease, debt, and other commitments are provided in Note 7, "Leases," Note 9, "Borrowings," and Note 14, "Commitments, Guarantees, Product Warranties, and Other Loss Contingencies" to the consolidated and combined financial statements contained in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023. We have material cash requirements related to our pension obligations as described in Note 9, "Postretirement Benefit Plans" to the condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q. Additionally, on April 1, 2024, we funded the acquisition of MIM Software Inc. with cash on hand. Further information regarding this acquisition is provided in Note 18, "Subsequent Events" to the condensed consolidated financial statements.

#### Debt and Credit Facilities

As part of our capital structure, we have incurred debt. The servicing of this debt is supported by cash flows from our operations. As of March 31, 2024, we had \$9,255 million of total debt compared to \$9,442 million as of December 31, 2023. The decrease in debt was mainly driven by a repayment of \$150 million of the outstanding Term Loan Facility in the first quarter of 2024. As of March 31, 2024, there were \$1,000 million of senior notes due in November 2024 recognized within Short-term borrowings in our Condensed Consolidated Statements of Financial Position.

The weighted average interest rate for the Notes and our Credit Facilities for the three months ended March 31, 2024 was 6.08%. We had no principal debt repayments on the Notes for the three months ended March 31, 2024.

In addition to the Term Loan Facility, our credit facilities include a five-year senior unsecured revolving facility that provides borrowings of up to \$2,500 million expiring in January 2028, and a 364-day senior unsecured revolving facility that provides borrowings of up to \$1,000 million expiring in December 2024. As of March 31, 2024, there were no outstanding borrowings on either of the two revolving facilities.

The Credit Facilities include various customary covenants that limit, among other things, the incurrence of liens securing debt, the entry into certain fundamental change transactions by GE HealthCare, and the maximum permitted leverage ratio. As of March 31, 2024, we were in compliance with the covenant requirements, including the maximum consolidated net leverage ratio.

For additional details on debt and credit facilities, see Note 8, "Borrowings" to the condensed consolidated financial statements.

#### Access to Capital and Credit Ratings

In connection with the Spin-Off, we accessed the capital markets and raised \$10,250 million of debt by issuing \$8,250 million of senior unsecured notes in November 2022, and completed a drawdown of the Term Loan Facility of \$2,000 million in January 2023. In addition, we arranged \$3,500 million of revolving credit facilities to further support our liquidity needs. We plan to continue to rely on capital markets, and we expect to have access to credit facilities to fund our operations. The cost and availability of debt financing will be influenced by our credit ratings and market conditions. Moody's Investors Service ("Moody's"), Standard and Poor's Global Ratings ("S&P"), and Fitch Ratings ("Fitch") currently issue ratings on our long-term debt. Our credit ratings as of April 23, 2024 are set forth in the table below.

	Moody's	S&P	Fitch
Long-term rating	Baa2	BBB	BBB
Outlook	Stable	Stable	Stable

We are disclosing our credit ratings to enhance the understanding of our sources of liquidity and the effects of our ratings on our costs of funds and access to liquidity. Our ratings may be subject to a revision or withdrawal at any time by the assigning rating organization, and each rating should be evaluated independently of any other rating.

#### RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

For a discussion of recently issued accounting standards, see Note 1, "Organization and Basis of Presentation" to the condensed consolidated financial statements appearing elsewhere in this Quarterly Report on Form 10-Q.

#### CRITICAL ACCOUNTING ESTIMATES

Management believes that there have been no significant changes during the three months ended March 31, 2024 to the items that we disclosed as our critical accounting estimates in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We are exposed to market risk primarily from changes in interest rates, foreign currency exchange rates, commodity prices, and equity prices, which may impact future income, cash flows, and fair value of our business. There have been no material changes in our exposure to market risk from those disclosed in Item 7A, “Quantitative and Qualitative Disclosures About Market Risk” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

### **ITEM 4. CONTROLS AND PROCEDURES**

#### **EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES.**

Under the supervision and with the participation of the Company's management, including the Chief Executive Officer and Chief Financial Officer, the Company evaluated its disclosure controls and procedures as defined under Rules 13a-15(e) and 15d-15(e) under the Exchange Act. Based on this evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of March 31, 2024, and that the information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized, and reported, within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

#### **CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING.**

During the quarter ended March 31, 2024, the Company continued to exit from various transition service agreements with GE related to IT systems that impact financial reporting. Consequently, responsibility for execution of related internal controls transferred to the Company. Other than those discussed in the preceding sentence, there were no changes in the Company's internal control over financial reporting that occurred during the quarter ended March 31, 2024 that materially affected or are reasonably likely to materially affect the Company's internal control over financial reporting.

#### **INHERENT LIMITATIONS ON EFFECTIVENESS OF CONTROLS.**

All internal control systems have inherent limitations; as such, they may not prevent or detect all misstatements or all fraud. Therefore, even those internal control systems determined to be effective can provide only reasonable assurance with respect to financial statements preparation and reporting. Additionally, projections of any evaluation of effectiveness to future periods are subject to the risk that the current control structure may become inadequate for changes in conditions or the degree of compliance with the policies may deteriorate.

## **PART II. OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

Information on material pending legal proceedings is incorporated herein by reference to the information set forth in Note 13, “Commitments, Guarantees, Product Warranties, and Other Loss Contingencies” to the financial statements included elsewhere in this Quarterly Report on Form 10-Q.

### **ITEM 1A. RISK FACTORS**

There have been no material changes to the risk factors disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

### **ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

There were no unregistered sales of equity securities during the period covered by this report.

### **ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None.

### **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

## ITEM 5. OTHER INFORMATION

### DIRECTOR AND OFFICER TRADING ARRANGEMENTS.

None of our directors or executive officers adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement (as defined in Item 408(c) of Regulation S-K) during the quarterly period covered by this report.

## ITEM 6. EXHIBITS

Number	Description
3.1	<a href="#">Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on December 29, 2022).</a>
3.2	<a href="#">Bylaws of the Registrant (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed with the SEC on December 29, 2022).</a>
10.1	<a href="#">2024 GE HealthCare Restricted Stock Unit Grant Agreement.</a>
10.2	<a href="#">2024 GE HealthCare Stock Option Grant Agreement.</a>
10.3	<a href="#">2024 GE HealthCare Performance Stock Unit Grant Agreement.</a>
10.4	<a href="#">2024 Global Addendum.</a>
10.5	<a href="#">Offer Letter with Taha Kass-Hout, dated September 9, 2022.</a>
31.1	<a href="#">Certification of the Registrant's Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
31.2	<a href="#">Certification of the Registrant's Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
32.1	<a href="#">Certifications of the Registrant's Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
101	The following materials from GE HealthCare Technologies Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, formatted in inline XBRL (eXtensible Business Reporting Language); (1) Condensed Consolidated Statements of Income for the three months ended March 31, 2024 and 2023; (2) Condensed Consolidated Statements of Comprehensive Income (Loss) for the three months ended March 31, 2024 and 2023; (3) Condensed Consolidated Statements of Financial Position as of March 31, 2024 and December 31, 2023; (4) Condensed Consolidated Statements of Changes in Equity for the three months ended March 31, 2024 and 2023; (5) Condensed Consolidated Statements of Cash Flows for the three months ended March 31, 2024 and 2023; and (6) Notes to the Condensed Consolidated Financial Statements.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

GE HealthCare Technologies Inc.  
(Registrant)

April 30, 2024	/s/ George A. Newcomb
Date	George A. Newcomb, Controller & Chief Accounting Officer (authorized signatory)



[Date] Equity Grant Agreement  
 GE HealthCare Technologies Inc. 2023 Long-Term Incentive Plan ("Plan")

**GE HealthCare Restricted Stock Unit Grant Agreement ("Grant Agreement")**  
**For <<Employee Name>> ("Grantee")**

Grant Date	RSUs Granted	Vesting Schedule	
		Number of RSUs	Vesting Date
<<Date>>	<<Number>>	33%	<<Month>> 1, <<Year>>
		33%	<<Month>> 1, <<Year>>
		34%	<<Month>> 1, <<Year>>

1. **Grant.** The Talent, Culture, and Compensation Committee ("Committee") of the Board of Directors of GE HealthCare Technologies Inc. ("Company") has granted the above number of Restricted Stock Units ("RSUs") to the Grantee, subject to the terms of this Grant Agreement. Without limiting any condition of this RSU award, the award is subject to cancellation and forfeiture if the Grantee does not (1) confirm acceptance, and (2) sign the GE HealthCare Employee Innovation and Proprietary Information Agreement ("EIPIA") assigned to Grantee through Workday, both within 45 days of the Grant Date. Once vested, each RSU entitles the Grantee to receive from the Company (i) one share of Common Stock and (ii) a cash payment in respect of Dividend Equivalents (described below), each in accordance with the terms of this Grant Agreement, the Plan, and any

rules, procedures and sub-plans (including country addenda) adopted by the Committee.

2. **Vesting.** In order to vest in an RSU, the Grantee must not incur a Termination of Employment from the Grant Date through the applicable Vesting Date listed above. All unvested RSUs shall be immediately cancelled without payment upon the Grantee's Termination of Employment for any reason before the applicable Vesting Date, and the Grantee shall thereupon cease to have any right to receive any shares of Common Stock or cash payments in respect of Dividend Equivalents accrued in respect of those cancelled RSUs, except as specifically provided below:

i. **Death or Disability.** If the Grantee's Termination of Employment is a result of the Grantee's death or Disability prior to the final Vesting Date listed above, then any unvested RSUs shall vest as of such Termination of Employment.

ii. **Transfer of Business to Successor Employer.** If the Grantee's Termination of Employment occurs prior to the final Vesting Date listed above as a result of transferring directly to employment with a successor employer in connection with the transfer by the Company or an Affiliate of a business operation, then any unvested RSUs shall vest as of such date.

iii. **Retirement Eligibility.** If the Grantee meets the requirements for Retirement prior to the final Vesting Date listed above, then any unvested RSUs shall vest as of the later of the first anniversary of the Grant Date or the date on which such requirements for Retirement are first met. For purposes of this Grant Agreement Retirement is defined as attainment of:

- a. age 65;
- b. age 60 and completion of at least five years of continuous employment; or
- c. age 55 and completion of at least ten years of continuous employment.

Continuous employment for purposes of this Grant Agreement means continuous employment with the Company, or an Affiliate (or with General Electric Company or any of its affiliates through the date of the Company's spinoff from General Electric Company). If retirement at an earlier age than noted in (a), (b) or (c) above is mandatory under applicable law or policy in the country where the Grantee is employed, Retirement shall mean the mandatory retirement date and the applicable service requirement under (a), (b) or (c) above.

3. **Dividend Equivalents.** The Company will establish an amount for each RSU equal to the per share quarterly dividend payments made to the Company's stockholders during the period beginning on the Grant Date and ending on the date that such RSU vests or is cancelled ("Dividend Equivalents"). The Company shall accumulate Dividend Equivalents

and, upon vesting of the related RSU, will pay the Grantee a single lump sum cash amount equal to the Dividend Equivalents on the same date that a share of Common Stock is delivered with respect to such RSU, as described in Section 4 of this Grant Agreement. Any accumulated and unpaid Dividend Equivalents attributable to a RSU that is cancelled will be immediately forfeited upon cancellation and will not be paid.

4. **Delivery and Tax Withholding.** Within two weeks of the date any RSUs vest, the Company shall deliver to the Grantee a number of shares of Common Stock equal to the number of vested RSUs and the Dividend Equivalent cash amount with respect to each vested RSU (in each case net of applicable tax withholding and fees). Delivery shall be electronic, through the brokerage account established by the Company for the Grantee, or in such other medium as is determined by the Company. The Grantee is ultimately responsible for any and all applicable taxes, regardless of the amount withheld or reported. Notwithstanding the foregoing, the date of issuance or delivery of shares of Common Stock may be postponed by the Company for such period as may be required for it with reasonable diligence to comply with any applicable listing requirements of any national securities exchange and requirements under any law or regulation applicable to the issuance or transfer of such shares of Common Stock to the extent such postponement is permissible under Section 409A of the Code.
5. **Reserved.**
6. **Data Security and Privacy.**
  - i. **Data Collection, Processing and Usage.** Personal data collected, processed and used by the Company in connection with Awards granted under the Plan includes the Grantee's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all Awards granted, cancelled, exercised, vested, or outstanding. In granting Awards under the Plan, the Company will collect the Grantee's personal data for purposes of allocating shares of Common Stock in settlement of the Awards and implementing, administering and managing the Plan. The Company collects, processes and uses the Grantee's personal data in compliance with Company's Employment Data Protection Standards and the Uses of Employment Data for the Company's Entities. The Grantee may exercise rights to access, correction, or restriction or deletion where applicable, by contacting the Grantee's local HR manager or initiating a request through [www.myhr.gehealthcare.com](http://www.myhr.gehealthcare.com).
  - ii. **Administrative Service Provider.** The Company transfers the Grantee's personal data to UBS Financial Services, which assists with the implementation, administration and management of the Plan (the "Third-Party Administrator"). In the future, the Company may select a different Third-Party Administrator and share



the Grantee's personal data with another company that serves in a similar manner. The Third-Party Administrator will open an account for the Grantee to receive and trade shares of Common Stock acquired under the Plan. The Grantee will be asked to agree on separate terms and data processing practices with the Third-Party Administrator, which is a condition to the Grantee's ability to participate in the Plan. The privacy policy of the Third-Party Administrator may be reviewed on the UBS Financial Services portal.

**7. Non-solicitation, Non-competition and Compliance with Agreements.**

- i. **Non-solicitation.** During the Grantee's employment with the Company or any Affiliate, and for a period of twelve months after his/her Termination Date (the "Restricted Period"), Grantee will not, for the benefit of a Competitor or other business, directly or through assistance to others, participate in soliciting a Covered Employee to leave the employment of the Company or assist a Competitor or other business in efforts to hire a Covered Employee away from the Company without the Company's advance written approval.

"Competitor" refers to any business (person, entity, or organization) that is engaged in, or preparing to engage in providing a Competing Product.

"Competing Product" is a product or service that would displace the business opportunities for, or otherwise compete with the products and/or services (existing or under development) that Grantee had material involvement with during the Look Back Period, so long as the Company remains in such line of business. It will be presumed that "material involvement" includes access to Confidential Information about a product or service, involvement with a product through assisting in cross selling the product where it is normally sold by a different part of the Company's business, and supervision of other individuals who are selling or providing the product or service.

"Confidential Information" has the meaning described EIPIA.

"Covered Employee" means an individual employed at the Lead Professional Band or higher (or any future equivalent management levels) to provide services to (or on behalf of) the Company that Grantee worked with, gained knowledge of, or was provided Confidential Information about as a result of Grantee's employment with Company during the Look Back Period. A Covered Employee shall be presumed to also include individuals who have, within the preceding 90 days, resigned their employment with the Company and have continuing contractual obligations to the Company.

“Look Back Period” is the two years that precede the Grantee’s Termination of Employment.

If the Grantee primarily resides in California, the terms in the footnote will apply to Section 7.1.

If the Grantee primarily resides in Washington, the terms in the footnote will apply to Section 7.3.

- ii. **Non-competition.** During the Restricted Period, Grantee will not provide services to or be associated with a Competitor in any role or position (as an employee, director, owner, consultant or otherwise) that would involve his/her participation in Competitive Activity within the Restricted Area.

“Competitive Activity” is activity that involves (a) providing services to or for a Competitor that are the same as or similar in function or purpose to those services Grantee provided to or for the Company during the period of his/her employment with the Company (inclusive of employment with an acquired business that is now part of the Company) in the Look Back Period, (b) providing a Competing Product to a Covered Customer, or accepting business from a Covered Customer that involves a Competing Product, (c) owning, operating, or managing a business that is a Competitor, or (d) participating in other activity that is likely to result in the use or disclosure of Confidential Information for the benefit of a Competitor.

“Covered Customer” means a customer of the Company that Grantee had material contact within the Look Back Period. Material contact will be presumed present if in the Look Back Period (i) the Grantee (or persons under his/her supervision) provided services to or had business-related contact with the customer on behalf of the Company, (ii) Grantee was provided Confidential Information about the customer, or (iii) Grantee received commissions or other beneficial credit from the Company for business conducted with the customer. Customers will be presumed to include active customer prospects as of the Grantee’s Termination of Employment that he/she had material contact with or Confidential Information about and will not be limited to the end user or purchaser of the Company’s products or services but shall also be

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<sup>1</sup> If Grantee primarily resides in California, the post-employment obligation in Sections 7.i will not apply.

<sup>2</sup> If Grantee primarily resides in Washington, the post-employment obligation in Sections 7.i. will be limited to only prohibit the solicitation of a Covered Employee to leave employment with the Company in accordance with the definition of a “non-solicitation agreement” under Wash. Rev. Code § 49.62.005-900.

understood to include customer representatives such as GPOs (Group Purchasing Organizations).

“Restricted Area” refers to the geographic locations of the Covered Customers and each geographic area, by state, county, or other recognized geographic boundary (as used in the ordinary course of the Company’s business) that is assigned to Grantee as a limitation on where he/she is to do business for the Company in the Look Back Period if his/her responsibilities for the Company and access to Confidential Information (through group management meetings or otherwise) is limited to a specific geographic territory. If Grantee is not assigned a specific geographic territory that is limited in the forgoing way, or the forgoing scope of Restricted Area is not enforceable, then the Restricted Area shall be the geographic markets where the Company does business that Grantee has involvement with or has been provided Confidential Information about in the course of his/her employment during the Look Back Period and that could be used to harm the protectable interests of the Company which will be presumed to be, if Grantee works or resides in the United States the state where he/she resides, the state from which he/she is assigned to work, if different from his/her state of residence, the contiguous states, and each additional state within the United States where the Company does business or, if Grantee is not based in the United States, the country in which he/she works and resides. Grantee will not, through remote communications from outside of the Restricted Area, engage in prohibited activity that reaches into, relates to, or otherwise materially involves business within the Restricted Area. If the Restricted Area is not clear to Grantee upon his/her Termination of Employment, he/she will seek clarification from the Company’s Legal Department within 14 days after the Termination Date. Grantee agrees not to complain about any uncertainty he/she may have regarding the Restricted Area applicable to him/her if he/she does not do so.

If Grantee primarily resides in California, Colorado, Minnesota or Washington, the post- employment obligations in Section 7. ii. will not apply.

- iii. **Compliance with Agreements.** Grantee will comply with, and shall not breach, any contractual obligations Grantee has to the Company or an Affiliate, including, but not limited to obligations Grantee has not to disclose the Company’s or any Affiliate’s Confidential Information. To the extent Grantee is subject to any existing agreements restricting Grantee’s ability to compete with the Company or any Affiliate (the “Prior Agreements”), this Grant Agreement will supplement and not replace or reduce the applicability or enforceability of the Prior Agreements. Grantee acknowledges that the scope of the restrictions in this Section 7 of this Grant Agreement may be different from those contained in other agreements with the Company or an Affiliate because the purpose of, and justification for the restrictions in this Grant Agreement may be different as described in Section 7.vii hereof.

iv. **Relief.** Grantee agrees that any breach by him/her of the foregoing obligations inevitably would cause substantial and irreparable damage to the Company and the Affiliates for which money damages may not be an adequate remedy. Accordingly, the Grantee agrees that the Company and the Affiliates will be entitled to an injunction and/or other equitable relief, without the necessity of posting security, to prevent the breach of such obligations. The Grantee also agrees to indemnify and hold the Company and the Affiliates harmless from any loss, claim or damages, including, without limitation, all reasonable attorneys' fees, costs and expenses incurred in enforcing its rights under this Grant Agreement, as well as to repay any payments made hereunder (regardless of whether the RSUs are vested), except to the extent that such reimbursement is prohibited by law.

v. **Consideration.** Grantee agrees that the payment and benefits provided for in the Grant Agreement constitute fair and reasonable consideration for Grantee's compliance with this Section 7.

vi. **Grantee Rights.** Nothing in this Grant Agreement prevents the Grantee from or interferes with the Grantee's rights to file a claim or charge or participate, with or without notice to the Company, in an investigation or proceeding of a law enforcement authority or government agency, including any state or federal fair employment practices agency (such as the Equal Employment Opportunity Commission), the U.S. Securities and Exchange Commission, the Department of Labor, the Department of Justice, and the Financial Industry Regulatory Authority.

Nothing in this Grant Agreement prevents Grantee from disclosing information about acts in the workplace that Grantee has reason to believe are unlawful, including, but not limited to, harassment, discrimination or any other conduct. If the Grantee primarily resides in Washington, the terms in the footnote will apply to this Section 7.vi.<sup>3</sup>

vii. **Purpose.** The purpose of, and justification for the restrictions in this Section 7 is to ensure Grantee's conduct remains aligned with the interests of other stakeholders in the business and Grantee does not engage in conduct that is detrimental to, and inconsistent with the interests of the stakeholders and participants in the Plan if Grantee is going to be provided the opportunity to participate as a stakeholder in the business of the Company and benefit from the growth of the business, either as holder of RSUs, Options or any other equity granted under the Plan.

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<sup>3</sup> If Grantee primarily resides in Washington, nothing in this Grant Agreement will be construed to prohibit Grantee from disclosing or discussing conduct Grantee reasonably believes to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, sexual assault or recognized as a clear mandate of public policy or disclosing the existence of a settlement involving any such event or conduct.

8. **Additional Requirements.** The Company reserves the right to impose other requirements on the Award, shares of Common Stock acquired pursuant to the Award, and the Grantee's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Award and the Plan. Without limiting the generality of the foregoing, the Company may require the Grantee to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
9. **Alteration/Termination.** Under the express terms of this Grant Agreement, the Committee shall have the right at any time in its sole discretion to amend, alter, suspend, discontinue or terminate any RSUs without the consent of the Grantee. Furthermore, if the Company determines in its sole discretion that the Grantee has engaged in conduct that (a) constitutes a breach of this Grant Agreement, the EIPIA or any other confidentiality, non-solicitation, or non-competition agreement with the Company or any Affiliate, (b) results in (or has the potential to cause) material harm financially, reputationally, or otherwise to the Company or any Affiliate or (c) occurred prior to the Grantee's Termination of Employment and would give rise to a Termination of Employment for Cause (regardless of whether such conduct is discovered before or after the Grantee's Termination of Employment), any outstanding RSUs shall be cancelled immediately, and any amounts previously conveyed under this Grant Agreement shall be subject to recoupment. In any event, the RSUs provided under this Grant Agreement and any shares of Common Stock previously conveyed or other payments made in respect thereof, shall be further subject to any recoupment policy that the Company may adopt from time to time, to the extent such policy is applicable to the Grantee, and to such compensation including, but not limited to the GE HealthCare Technologies Inc. Claw back Policy designed to comply with the requirements of Rule 10D-1 promulgated under the Act, as in effect and amended from time to time. By accepting the grant of RSUs under this Grant Agreement, the Grantee acknowledges, agrees and consents to the Company's application, implementation, and enforcement of (x) such recoupment policies with respect to all covered compensation received or to be received by the Grantee, to the extent applicable, and (y) any provision of applicable law relating to cancellation, recoupment, recession, or payback of compensation and expressly agrees that the Company may take any such actions as are necessary to effectuate recoupment or applicable law without further consent or action being required by the Grantee, including issuing instructions to any Third-Party Administrator to (i) hold the Grantee's shares of Common Stock and other amounts acquired under the Plan and/or (ii) reconvey, transfer, or otherwise return such shares of Common Stock and other assets to the Company. To the extent that the terms of this Grant Agreement and any Company recoupment policy conflict, the terms of the recoupment policy shall prevail. Also, the RSUs shall be null and void to the extent the grant of the RSUs or the vesting thereof is prohibited under the laws of the country of residence of the Grantee.

10. **Plan Terms and Definitions.** Except to the extent that the context clearly provides otherwise, all capitalized terms used in this Grant Agreement have the same meaning as given such terms in the Plan. This Grant Agreement is subject to the terms and provisions of the Plan, which are incorporated by reference. In the event of any conflict between the provisions of this Grant Agreement and those of the Plan, the provisions of the Plan shall control.
11. **Interpretation and Construction.** This Grant Agreement and the Plan shall be construed and interpreted by the Committee, in its sole discretion. Any interpretation or other determination by the Committee (including correction of any defect or omission and reconciliation of any inconsistency) shall be binding and conclusive. All determinations regarding enforcement, waiver or modification of the cancellation and rescission and other provisions of this Grant Agreement shall be made in the Committee's sole discretion. Determinations made under this Grant Agreement and the Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.
12. **Severability.** The invalidity or unenforceability of any provision of the Plan or this Grant Agreement will not affect the validity or enforceability of any other provision of the Plan or this Grant Agreement, and each provision of the Plan and this Grant Agreement will be severable and enforceable to the extent permitted by law.
13. **Stockholder Rights.** The Grantee shall not have any voting or other stockholder rights unless and until shares of Common Stock are actually delivered to the Grantee.
14. **No Employment Rights.** The grant of the Award described in this Grant Agreement does not give the Grantee any rights in respect of employment with the Company or any Affiliate.
15. **Discretionary Award, Extraordinary Benefit.** Awards under the Plan are granted to employees of the Company and the Affiliates in the Committee's sole discretion. The Award described in this Grant Agreement is a one-time benefit and does not create any contractual or other right to receive other Awards under the Plan or other benefits in lieu thereof. Future grants, if any, will be at the sole discretion of the Committee. The Grantee's participation in the Plan is voluntary. This Award (and each other Award, if any, granted under the Plan) constitutes an extraordinary item of compensation and is not part of the Grantee's normal or expected compensation for purposes of calculating any severance, retirement, or other benefit rights (unless otherwise expressly provided in an applicable benefit plan).

- 16. No Transfer or Assignment.** No rights under this Award shall be assignable or transferable by the Grantee, except to the extent expressly permitted by the Plan.
- 17. Successors and Assigns.** The Company may assign any of its rights under this Grant Agreement. This Grant Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Grant Agreement will be binding upon the Grantee and the Grantee's beneficiaries, executors or administrators.
- 18. Section 409A.** To the extent applicable, this Grant Agreement shall be construed and administered consistently with the intent to comply with or be exempt from the requirements of Section 409A of the Code and any state law of similar effect (i.e., applying the "short-term deferral" rule described in Treas. Reg. § 1.409A-1(b)(4) and/or another exemption). Where the Grant Agreement specifies a window during which a payment may be made, the payment date within such window shall be determined by the Company in its sole discretion.
- 19. Entire Agreement.** This Grant Agreement, the Plan, and any rules, procedures, and sub-plans (including country addenda) adopted by the Committee contain all of the provisions applicable to the RSUs. No other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized officer of the Company and delivered to the Grantee.  
By acknowledging this Grant Agreement, the Grantee acknowledges and confirms that the Grantee has read this Grant Agreement and the Plan (including applicable addenda), and the Grantee accepts and agrees to the provisions therein.
- 20. Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to this or other Awards under the Plan by electronic means. The Grantee hereby consents to receive such documents electronically and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- 21. Global Addendum.** Notwithstanding any provisions in this document to the contrary, the RSUs will also be subject to the special terms and conditions set forth on Appendix A for Grantees who reside outside of the United States. Moreover, if a Grantee is not a resident of any of the countries listed on Appendix A as of the Grant Date, but relocates to one of the listed countries at any point thereafter, the special terms and conditions for such country will apply to the Grantee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. Appendix A constitutes part of this Grant Agreement.



[Date] Equity Grant Agreement  
GE HealthCare Technologies Inc. 2023 Long-Term Incentive Plan ("Plan")

**GE HealthCare Stock Option Grant Agreement ("Grant Agreement")**  
**For <<Employee Name>> ("Grantee")**

Grant Date	Option Shares Granted	Option Exercise Price*	Option Expiration Date	Vesting Schedule	
				Number of Option Shares	Vesting Date
<<Date>>	<<Number>>	\$	<<Month>> 1, <<Year>>	33%	<<Month>> 1, <<Year>>
				33%	<<Month>> 1, <<Year>>
				34%	<<Month>> 1, <<Year>>

\*Exercise price shall be no less than the Fair Market Value of a share of Common Stock on the Grant Date.

- 1. Grant.** The Talent, Culture, and Compensation Committee ("Committee") of the Board of Directors of GE HealthCare Technologies Inc. ("Company") has granted an option to purchase the above number of shares of Common Stock to the Grantee subject to the terms of this Grant Agreement ("Option"). Without limiting any condition of this Option award, the award is subject to cancellation and forfeiture if the Grantee does not confirm acceptance within 45 days of the Grant Date. Once vested, the Option entitles the Grantee to purchase from the Company the vested number of shares of Common Stock, each at the Option Exercise Price provided above, in accordance with the terms of this Grant Agreement, the Plan, and any rules, procedures and sub-plans (including country addenda) adopted by the Committee.



2. **Vesting and Expiration Date.** In order for all or part of the Option to become vested, the Grantee must not incur a Termination of Employment from the Grant Date through the applicable Vesting Date listed above. Upon the earlier of the Option Expiration Date and the Grantee's Termination of Employment for any reason, the Option shall be cancelled and forfeited in full (including with respect to any vested but unexercised rights), except as specifically provided below:

i. **Death or Disability.** If the Grantee's Termination of Employment is a result of the Grantee's death or Disability, then (A) any unvested rights under the Option shall vest and become immediately exercisable as of such Termination of Employment, and (B) all vested rights under the Option (after giving effect to the preceding clause (A)) shall remain exercisable until the Option Expiration Date.

ii. **Retirement Eligibility.** If the Grantee meets the requirements for Retirement prior to the final Vesting Date listed above, then any unvested Options shall vest as of the later of the first anniversary of the Grant Date or the date on which such requirements for Retirement are first met. For purposes of this Grant Agreement Retirement is defined as attainment of:

- a. age 65;
- b. age 60 and completion of at least five years of continuous employment; or
- c. age 55 and completion of at least ten years of continuous employment.

Continuous employment for purposes of this Grant Agreement means continuous employment with the Company, or an Affiliate (or with General Electric Company or any of its affiliates through the date of the Company's spinoff from General Electric Company). If retirement at an earlier age than noted in (a), (b) or (c) above is mandatory under applicable law or policy in the country where the Grantee is employed, Retirement shall mean the mandatory retirement date and the applicable service requirement under (a), (b) or (c) above.

iii. **Transfer of Business to Successor Employer.** If the Grantee's Termination of Employment occurs as a result of transferring directly to employment with a successor employer in connection with the transfer by the Company or an Affiliate of a business operation, then (A) any unvested rights under the Option shall vest and become immediately exercisable as of such Termination of Employment, and (B) all vested rights under the Option (after giving effect to the preceding clause (A)) shall remain exercisable only until the earlier of (x) 90 days after such Termination of Employment and (y) the original Option Expiration Date.

iv. **Termination of Employment for Cause.** If the Grantee's Termination of Employment is for Cause, the Option shall be cancelled immediately (whether vested or unvested) and shall be unexercisable.

- v. **Other Termination of Employment.** If the Grantee's Termination of Employment occurs for any reason not described, then the unvested portion of the Option shall be cancelled as of such Termination of Employment and the vested portion of the Option shall remain exercisable only until the earlier of (a) 90 days after such Termination of Employment and (b) the original Option Expiration Date.
3. **Notice and Manner of Exercise.** The Grantee may elect to exercise all or part of the Option (to the extent vested) by notifying the Company (through such administrative procedures as it may establish) of the number of shares of Common Stock to be purchased (exercised) and the date or share price upon which such Options shall be exercised. The number of shares of Common Stock delivered shall be reduced to cover the Option Exercise Price and applicable tax withholdings and fees, except as otherwise approved by the Committee or its delegates. Delivery shall be electronic through the brokerage account established by the Company for the Grantee, or in such other medium as is determined by the Company.

The Grantee is ultimately responsible for any and all applicable taxes, regardless of the amount withheld or reported. Notwithstanding the foregoing, the date of issuance or delivery of shares of Common Stock may be postponed by the Company for such period as may be required for it with reasonable diligence to comply with any applicable listing requirements of any national securities exchange and requirements under any law or regulation applicable to the issuance or transfer of such shares of Common Stock to the extent such postponement is permissible under Section 409A of the Code. Likewise, the method of exercising Options under this Grant Agreement may be adjusted for compliance with applicable law in the jurisdiction applicable to the Grantee.

4. **Reserved.**

5. **Data Security and Privacy.**

- i. **Data Collection, Processing and Usage.** Personal data collected, processed and used by the Company in connection with Awards granted under the Plan includes the Grantee's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all Awards granted, cancelled, exercised, vested, or outstanding. In granting Awards under the Plan, the Company will collect the Grantee's personal data for purposes of allocating shares of Common Stock in settlement of the Awards and implementing, administering and managing the Plan. The Company collects, processes and uses the Grantee's personal data in compliance with the Company's Employment Data Protection Standards and the Uses of Employment Data for the Company's entities. The Grantee may exercise rights to access,

correction, or restriction or deletion where applicable, by contacting the Grantee's local HR manager or initiating a request through [www.myhr.gehealthcare.com](http://www.myhr.gehealthcare.com).

- ii. **Administrative Service Provider.** The Company transfers the Grantee's personal data to UBS Financial Services, which assists with the implementation, administration and management of the Plan (the "Third-Party Administrator"). In the future, the Company may select a different Third-Party Administrator and share the Grantee's personal data with another company that serves in a similar manner. The Third-Party Administrator will open an account for the Grantee to receive and trade shares of Common Stock acquired under the Plan. The Grantee will be asked to agree on separate terms and data processing practices with the Third-Party Administrator, which is a condition to the Grantee's ability to participate in the Plan. The privacy policy of the Third-Party Administrator may be reviewed on the UBS Financial Services portal.

## **6. Non-solicitation, Non-competition and Compliance with Agreements.**

- i. **Non-solicitation.** During the Grantee's employment with the Company or any Affiliate, and for a period of twelve months after his/her Termination Date (the "Restricted Period"), Grantee will not, for the benefit of a Competitor or other business, directly or through assistance to others, participate in soliciting a Covered Employee to leave the employment of the Company or assist a Competitor or other business in efforts to hire a Covered Employee away from the Company without the Company's advance written approval.

"Competitor" refers to any business (person, entity, or organization) that is engaged in, or preparing to engage in providing a Competing Product.

"Competing Product" is a product or service that would displace the business opportunities for, or otherwise compete with the products and/or services (existing or under development) that Grantee had material involvement with during the Look Back Period so long as the Company remains in such line of business. It will be presumed that material involvement includes access to Confidential Information about a product or service, involvement with a product through assisting in cross selling the product where it is normally sold by a different part of the Company's business, and supervision of other individuals who are selling or providing the product or service.

"Confidential Information" has the meaning described in the Employee Innovation and Proprietary Information Agreement ("EIPIA").

"Covered Employee" means an individual employed at the Lead Professional Band or higher (or any future equivalent management levels) to provide services to (or on

behalf of) the Company that Grantee worked with, gained knowledge of, or was provided Confidential Information about as a result of Grantee's employment with Company during the Look Back Period. A Covered Employee shall be presumed to also include individuals who have, within the preceding 90 days, resigned their employment with the Company and have continuing contractual obligations to the Company.

"Look Back Period" is the two years that precede the Grantee's Termination of Employment.

If the Grantee primarily resides in California, the terms in the footnote will apply to Section 6.1.

If the Grantee primarily resides in Washington, the terms in the footnote will apply to Section 6.2.

- ii. **Non-competition.** During the Restricted Period, Grantee will not provide services to or be associated with a Competitor in any role or position (as an employee, director, owner, consultant or otherwise) that would involve his/her participation in Competitive Activity within the Restricted Area.
- "Competitive Activity" is activity that involves (a) providing services to or for a Competitor that are the same as or similar in function or purpose to those services Grantee provided to or for the Company during the period of his/her employment with the Company (inclusive of employment with an acquired business that is now part of the Company) in the Look Back Period, (b) providing a Competing Product to a Covered Customer, or accepting business from a Covered Customer that involves a Competing Product, (c) owning, operating, or managing a business that is a Competitor, or (d) participating in other activity that is likely to result in the use or disclosure of Confidential Information for the benefit of a Competitor.

"Covered Customer" means a customer of the Company that Grantee had material contact within the Look Back Period. Material contact will be presumed present if in the Look Back Period (i) the Grantee (or persons under his/her supervision) provided services to or had business-related contact with the customer on behalf of the Company, (ii) Grantee was provided Confidential Information about the customer, or (iii) Grantee received commissions or other beneficial credit from the Company for

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<sup>1</sup> If Grantee primarily resides in California, the post-employment obligation in Sections 6.i will not apply.

<sup>2</sup> If Grantee primarily resides in Washington, the post-employment obligation in Sections 6.i. will be limited to only prohibit the solicitation of a Covered Employee to leave employment with the Company in accordance with the definition of a "non-solicitation agreement" under Wash. Rev. Code § 49.62.005-900.

business conducted with the customer. Customers will be presumed to include active customer prospects as of the Grantee's Termination of Employment that he/she had material contact with or Confidential Information about and will not be limited to the end user or purchaser of the Company's products or services but shall also be understood to include customer representatives such as GPOs (Group Purchasing Organizations).

"Restricted Area" refers to the geographic locations of the Covered Customers and each geographic area, by state, county, or other recognized geographic boundary (as used in the ordinary course of the Company's business) that is assigned to Grantee as a limitation on where he/she is to do business for the Company in the Look Back Period if his/her responsibilities for the Company and access to Confidential Information (through group management meetings or otherwise) is limited to a specific geographic territory. If Grantee is not assigned a specific geographic territory that is limited in the forgoing way, or the forgoing scope of Restricted Area is not enforceable, then the Restricted Area shall be the geographic markets where the Company does business that Grantee has involvement with or has been provided Confidential Information about in the course of his/her employment during the Look Back Period and that could be used to harm the protectable interests of the Company which will be presumed to be, if Grantee works or resides in the United States the state where he/she resides, the state from which he/she is assigned to work, if different from his/her state of residence, the contiguous states, and each additional state within the United States where the Company does business or, if Grantee is not based in the United States, the country in which he/she works and resides. Grantee will not, through remote communications from outside of the Restricted Area, engage in prohibited activity that reaches into, relates to, or otherwise materially involves business within the Restricted Area. If the Restricted Area is not clear to Grantee upon his/her Termination of Employment, he/she will seek clarification from the Company's Legal Department within 14 days after the Termination Date. Grantee agrees not to complain about any uncertainty he/she may have regarding the Restricted Area applicable to him/her if he/she does not do so.

If Grantee primarily resides in California, Colorado, Minnesota or Washington, the post- employment obligations in Section 6.ii. will not apply.

- iii. **Compliance with Agreements.** Grantee will comply with and shall not breach any contractual obligations Grantee has to the Company or an Affiliate, including, but not limited to, obligations Grantee has not to disclose the Company's or any Affiliate's Confidential Information. To the extent Grantee is subject to any existing agreements restricting Grantee's ability to compete with the Company or any Affiliate (the "Prior Agreements"), this Grant Agreement will supplement, and not replace or reduce the applicability or enforceability of the Prior Agreements. Grantee acknowledges that the scope of the restrictions in this Section 6 of this Grant Agreement may be different

from those contained in other agreements with the Company or an Affiliate because the purpose of, and justification for the restrictions in this Grant Agreement may be different as described in Section 6.vii hereof.

- iv. **Relief.** Grantee agrees that any breach by him/her of the foregoing obligations inevitably would cause substantial and irreparable damage to the Company and the Affiliates for which money damages may not be an adequate remedy. Accordingly, the Grantee agrees that the Company and the Affiliates will be entitled to an injunction and/or other equitable relief, without the necessity of posting security, to prevent the breach of such obligations. The Grantee also agrees to indemnify and hold the Company and the Affiliates harmless from any loss, claim or damages, including, without limitation, all reasonable attorneys' fees, costs and expenses incurred in enforcing its rights under this Grant Agreement, as well as to repay any payments made hereunder (regardless of whether the Option is vested), except to the extent that such reimbursement is prohibited by law.
- v. **Consideration.** Grantee agrees that the payment and benefits provided for in the Grant Agreement constitute fair and reasonable consideration for Grantee's compliance with this Section 6.
- vi. **Grantee Rights.** Nothing in this Grant Agreement prevents Grantee from or interferes with the Grantee's rights to file a claim or charge or participate, with or without notice to the Company, in an investigation or proceeding of a law enforcement authority or government agency, including any state or federal fair employment practices agency (such as the Equal Employment Opportunity Commission), the U.S. Securities and Exchange Commission, the Department of Labor, the Department of Justice, and the Financial Industry Regulatory Authority.

Nothing in this Grant Agreement prevents the Grantee from disclosing information about acts in the workplace that Grantee has reason to believe are unlawful, including, but not limited to, harassment, discrimination or any other conduct. If the Grantee primarily resides in Washington, the terms in the footnote will apply to this Section 6.vi.<sup>3</sup>

- vii. **Purpose.** The purpose of, and justification for the restrictions in this Section 6 is to ensure Grantee's conduct remains aligned with the interests of other stakeholders in the business and Grantee does not engage in conduct that is detrimental to, and inconsistent with the interests of the stakeholders and participants in the Plan if

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<sup>3</sup> If Grantee primarily resides in Washington, nothing in this Grant Agreement will be construed to prohibit Grantee from disclosing or discussing conduct Grantee reasonably believes to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, sexual assault or recognized as a clear mandate of public policy or disclosing the existence of a settlement involving any such event or conduct.

Grantee is going to be provided the opportunity to participate as a stakeholder in the business of the Company and benefit from the growth of the business, either as an Option holder or holder of other equity granted under the Plan.

7. **Additional Requirements.** The Company reserves the right to impose other requirements on the Award, shares of Common Stock acquired pursuant to the Award, and the Grantee's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Award and the Plan. Without limiting the generality of the foregoing, the Company may require the Grantee to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
3. **Alteration/Termination.** Under the express terms of this Grant Agreement, the Committee shall have the right at any time in its sole discretion to amend, alter, suspend, discontinue or terminate the Option without the consent of the Grantee. Furthermore, if the Company determines in its sole discretion that the Grantee has engaged in conduct that (a) constitutes a breach of this Grant Agreement, the EIPIA or any other confidentiality, non-solicitation, or non-competition agreement with the Company or any Affiliate, (b) results in (or has the potential to cause) material harm financially, reputationally, or otherwise to the Company or any Affiliate or (c) occurred prior to the Grantee's Termination of Employment and would give rise to a Termination of Employment for Cause (regardless of whether such conduct is discovered before or after the Grantee's Termination of Employment), the unexercised portion of the Option shall be cancelled immediately, and any amounts previously conveyed under this Grant Agreement shall be subject to recoupment. In any event, the Option provided under this Grant Agreement and any shares of Common Stock previously conveyed or other payments made in respect thereof, shall be further subject to the Company's recoupment policy that the Company may adopt from time to time, to the extent any such policy is applicable to the Grantee, and to such compensation, including, but not limited to, the GE HealthCare Technologies Inc. Clawback Policy, designed to comply with the requirements of Rule 10D-1 promulgated under the Act, as in effect and amended from time to time. By accepting the grant of RSUs under this Grant Agreement, the Grantee acknowledges, agrees and consents to the Company's application, implementation, and enforcement of (x) such recoupment policies with respect to all covered compensation received or to be received by the Grantee, to the extent applicable, and (y) any provision of applicable law relating to cancellation, recoupment, recession, or payback of compensation and expressly agrees that the Company may take any such actions as are necessary to effectuate recoupment or applicable law without further consent or action being required by the Grantee, including issuing instructions to any Third-Party Administrator to (i) hold the Grantee's shares of Common Stock and other amounts acquired under the Plan and/or (ii) reconvey, transfer, or otherwise return such shares of Common Stock and other assets to the Company. To the extent that the terms of this Grant Agreement and any

Company recoupment policy conflict, the terms of the recoupment policy shall prevail. Also, the Option shall be null and void to the extent the grant of the Option or the vesting or exercise thereof is prohibited under the laws of the country of residence of the Grantee.

- 9. Plan Terms and Definitions.** Except to the extent that the context clearly provides otherwise, all capitalized terms used in this Grant Agreement have the same meaning as given such terms in the Plan. This Grant Agreement is subject to the terms and provisions of the Plan, which are incorporated by reference. In the event of any conflict between the provisions of this Grant Agreement and those of the Plan, the provisions of the Plan shall control.
- 10. Interpretation and Construction.** This Grant Agreement and the Plan shall be construed and interpreted by the Committee, in its sole discretion. Any interpretation or other determination by the Committee (including correction of any defect or omission and reconciliation of any inconsistency) shall be binding and conclusive. All determinations regarding enforcement, waiver or modification of the cancellation and rescission and other provisions of this Grant Agreement shall be made in the Committee's sole discretion. Determinations made under this Grant Agreement and the Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.
- 11. Severability.** The invalidity or unenforceability of any provision of the Plan or this Grant Agreement will not affect the validity or enforceability of any other provision of the Plan or this Grant Agreement, and each provision of the Plan and this Grant Agreement will be severable and enforceable to the extent permitted by law.
- 12. Stockholder Rights.** The Grantee shall not have any voting or other stockholder rights unless and until shares of Common Stock are actually delivered to the Grantee.
- 13. No Employment Rights.** The grant of the Award described in this Grant Agreement does not give the Grantee any rights in respect of employment with the Company or any Affiliate.
- 14. Discretionary Award, Extraordinary Benefit.** Awards under the Plan are granted to employees of the Company and the Affiliates in the Committee's sole discretion. The Award described in this Grant Agreement is a one-time benefit and does not create any contractual or other right to receive other Awards under the Plan or other benefits in lieu thereof. Future grants, if any, will be at the sole discretion of the Committee. The Grantee's participation in the Plan is voluntary. This Award (and each other Award, if any, granted under the Plan) constitutes an extraordinary item of compensation and is not part of the Grantee's normal or expected compensation for purposes of calculating any severance, retirement, or other benefit rights (unless otherwise expressly provided in an applicable benefit plan).



- 15. No Transfer or Assignment.** No rights under this Award shall be assignable or transferable by the Grantee, except to the extent expressly permitted by the Plan.
- 16. Successors and Assigns.** The Company may assign any of its rights under this Grant Agreement. This Grant Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Grant Agreement will be binding upon the Grantee and the Grantee's beneficiaries, executors or administrators.
- 17. Section 409A.** To the extent applicable, this Grant Agreement shall be construed and administered consistently with the intent to comply with or be exempt from the requirements of Section 409A of the Code and any state law of similar effect (i.e., applying the exemption for stock rights described in Treas. Reg. § 1.409A-1(b)(5) and/or another exemption).
- 18. Entire Agreement.** This Grant Agreement, the Plan, and any rules, procedures and sub-plans (including country addenda) adopted by the Committee contain all of the provisions applicable to the Option. No other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized officer of the Company and delivered to the Grantee.
- By acknowledging this Grant Agreement, the Grantee acknowledges and confirms that the Grantee has read this Grant Agreement and the Plan (including applicable addenda), and the Grantee accepts and agrees to the provisions therein.
- 19. Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to this or other Awards under the Plan by electronic means. The Grantee hereby consents to receive such documents electronically and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- 20. Global Addendum.** Notwithstanding any provisions in this document to the contrary, the Option will also be subject to the special terms and conditions set forth on Appendix A for Grantees who reside outside of the United States. Moreover, if a Grantee is not a resident of any of the countries listed on Appendix A as of the Grant Date, but relocates to one of the listed countries at any point thereafter, the special terms and conditions for such country will apply to the Grantee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. Appendix A constitutes part of this Grant Agreement.



[Date] Equity Grant Agreement  
GE HealthCare Technologies Inc. 2023 Long-Term Incentive Plan ("Plan")

**GE HealthCare Performance Stock Unit Grant Agreement ("Grant Agreement")**  
**For <<Employee Name>> ("Grantee")**

Grant Date	PSUs Granted	Vesting Schedule	
		Number of PSUs <sup>1</sup>	Vesting Date
<<Date>>	<<Number>>	100%	The date in Q1 <<Year>> on which the Committee (as defined below) certifies PSU performance

<sup>1</sup>Actual number of shares of common stock delivered to be between 0% and 200%.

- Grant.** The Talent, Culture, and Compensation Committee ("Committee") of the Board of Directors of GE HealthCare Technologies Inc. ("Company") has granted the above number of Performance Stock Units ("PSUs") to the Grantee, subject to the terms of this Grant Agreement. Without limiting any condition of this PSU award, the award is subject to cancellation and forfeiture if the Grantee does not confirm acceptance within 45 days of the Grant Date. Once vested, each PSU entitles the Grantee to receive from the Company (i) one share of Common Stock and (ii) a cash payment in respect of Dividend Equivalents (described below), each in accordance with the terms of this Grant Agreement, the Plan, and any rules, procedures and sub-plans (including country addenda) adopted by the Committee.
- Vesting.** A PSU shall become vested only upon satisfaction of the performance criteria described in Section 2.a and the employment criteria described in Section 2.b.

a. **Performance Criteria.** Subject to satisfying the employment criteria described in Section 2.b, the number of PSUs to be vested shall be a percentage of the number of PSUs Granted (as shown above), determined as follows:

- i. **Financial Goals Percentage.** A percentage based on performance against the Company's <<Year>> Revenue and <<Three-Year Period>> cumulative adjusted earnings per share ("EPS") ("Financial Goals Percentage") shall be calculated. The Financial Goals Percentage equals the sum of the revenue factor plus the cumulative adjusted EPS factor with each such factor weighted as shown in the table below. If performance for a factor is below the threshold level, that factor will be 0%. If the performance for a factor is above the maximum level, that factor will be capped at 50% of 200%, or 100%. If performance is between the threshold and target, or between the target and maximum, the percentage will be determined by interpolation.

Factor	Weight	Threshold	Target	Maximum
<<Year>> Revenue	50%	<<X>>	<<X>>	<<X>>
<<3-Year Period>> Cumulative Adjusted EPS	50%	<<X>>	<<X>>	<<X>>
Payout Percentage		50%	100%	200%

- ii. **Relative Total Shareholder Return Adjustment.** The Financial Goals Percentage shall be adjusted based on relative total shareholder return for the three-year period of <<3-Year Period>> ("TSR Adjustment") as follows:

- A. If the Company's Total Shareholder Return ("Company TSR") is equal to or below the 2<sup>th</sup> percentile ("threshold") of the Total Shareholder Return for the Company's compensation peer group ("Peer TSR"), then the Financial Goals Percentage will be multiplied by 80%. The Company's compensation peer group is listed on Exhibit A.
- B. If the Company TSR is equal to the 50<sup>th</sup> percentile ("target") of the Peer TSR, then the Financial Goals Percentage will be multiplied by 100%.
- C. If the Company TSR is equal to or above the 7<sup>th</sup> percentile ("maximum") of the Peer TSR, then the Financial Goals Percentage will be multiplied by 120%.

If the Company TSR is between the threshold and target, or between the target and maximum, the TSR Adjustment shall be determined by interpolation. However, in no event will the PSU be adjusted to provide more than 200% of the PSUs Granted in total.

All determinations regarding performance, both for Financial Goals Percentage and TSR Adjustment shall be made solely by the Committee in accordance with the customary accounting and financial reporting practices used by the Company for external reporting, and the Committee shall have discretion to include adjustment to the performance criteria as it deems appropriate to reflect the impact of corporate transactions, including merger, acquisition, disposition, sale, discontinued operations, share buybacks, recapitalization, split-up, spinoff, reorganization, restructuring, accounting, tax law changes, or other extraordinary, unusual, nonrecurring, or infrequent events, or other similar corporate transaction as determined by the Committee.

- b. **Employment Criteria.** In order to vest in an PSU with respect to which the performance criteria are satisfied, the Grantee must not incur a Termination of Employment from the Grant Date through the applicable Vesting Date listed above. All unvested PSUs shall be immediately cancelled without payment upon the Grantee's Termination of Employment for any reason before the applicable Vesting Date, and the Grantee shall thereupon cease to have any right to receive any shares of Common Stock or cash payments in respect of Dividend Equivalents accrued in respect of those cancelled RSUs, except as specifically provided below:
- i. **Death or Disability.** If the Grantee's Termination of Employment is a result of the Grantee's death or Disability prior to the Vesting Date listed above, then the employment criteria shall be deemed satisfied as of such Termination of Employment.
- ii. **Retirement Eligibility.** If the Grantee meets the requirements for Retirement prior to the Vesting Date listed above, then the employment criteria shall be deemed satisfied on the later of the first anniversary of the Grant Date or the date on which such requirements for Retirement are first met. For purposes of this Grant Agreement Retirement is defined as attainment of:
- a. age 65;
  - b. age 60 and completion of at least five years of continuous employment; or
  - c. age 55 and completion of at least ten years of continuous employment.

Continuous employment for purposes of this Grant Agreement means continuous employment with the Company, or an Affiliate (or with General Electric Company or any of its affiliates through the date of the Company's spinoff from General Electric Company). If retirement at an earlier age than noted in (a), (b) or (c) above is

mandatory under applicable law or policy in the country where the Grantee is employed, Retirement shall mean the mandatory retirement date and the applicable service requirement under (a), (b) or (c) above.

3. **Dividend Equivalents.** The Company will establish an amount for each PSU equal to the per share quarterly dividend payments made to the Company's stockholders during the period beginning on the Grant Date and ending on the date that such PSU vests or is cancelled ("Dividend Equivalents"). The Company shall accumulate Dividend Equivalents and, upon vesting of the related PSU, will pay the Grantee a single lump sum cash amount equal to the Dividend Equivalents on the same date that a share of Common Stock is delivered with respect to such PSU, as described in Section 4 of this Grant Agreement. Any accumulated and unpaid Dividend Equivalents attributable to a PSU that is cancelled will be immediately forfeited upon cancellation and will not be paid.
4. **Delivery and Tax Withholding.** As soon as practicable after the Vesting Date and during the calendar year in which the Vesting Date occurs, the Company shall deliver to the Grantee a number of shares of Common Stock equal to the number of vested PSUs and the Dividend Equivalent cash amount with respect to each vested PSU (in each case net of applicable tax withholding and fees). Delivery shall be electronic, through the brokerage account established by the Company for the Grantee, or in such other medium as is determined by the Company. The Grantee is ultimately responsible for any and all applicable taxes, regardless of the amount withheld or reported. Notwithstanding the foregoing, the date of issuance or delivery of shares of Common Stock may be postponed by the Company for such period as may be required for it with reasonable diligence to comply with any applicable listing requirements of any national securities exchange and requirements under any law or regulation applicable to the issuance or transfer of such shares of Common Stock to the extent such postponement is permissible under Section 409A of the Code.
5. **Reserved.**
6. **Data Security and Privacy.**
  - i. **Data Collection, Processing and Usage.** Personal data collected, processed and used by the Company in connection with Awards granted under the Plan includes the Grantee's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all Awards granted, cancelled, exercised, vested, or outstanding. In granting Awards under the Plan, the Company will collect the Grantee's personal data for purposes of allocating shares of Common Stock in settlement of the Awards and implementing, administering and managing the Plan. The Company collects, processes and uses the Grantee's personal data in compliance with

Company's Employment Data Protection Standards and the Uses of Employment Data for the Company's Entities. The Grantee may exercise rights to access, correction, or restriction or deletion where applicable, by contacting the Grantee's local HR manager or initiating a request through [www.myhr.gehealthcare.com](http://www.myhr.gehealthcare.com).

- ii. **Administrative Service Provider.** The Company transfers the Grantee's personal data to UBS Financial Services, which assists with the implementation, administration and management of the Plan (the "Third-Party Administrator"). In the future, the Company may select a different Third-Party Administrator and share the Grantee's personal data with another company that serves in a similar manner. The Third-Party Administrator will open an account for the Grantee to receive and trade shares of Common Stock acquired under the Plan. The Grantee will be asked to agree on separate terms and data processing practices with the Third-Party Administrator, which is a condition to the Grantee's ability to participate in the Plan. The privacy policy of the Third-Party Administrator may be reviewed on the UBS Financial Services portal.

## **7. Non-solicitation, Non-competition and Compliance with Agreements.**

- i. **Non-solicitation.** During the Grantee's employment with the Company or any Affiliate, and for a period of twelve months after his/her Termination Date (the "Restricted Period"), Grantee will not, for the benefit of a Competitor or other business, directly or through assistance to others, participate in soliciting a Covered Employee to leave the employment of the Company or assist a Competitor or other business in efforts to hire a Covered Employee away from the Company without the Company's advance written approval.

"Competitor" refers to any business (person, entity, or organization) that is engaged in, or preparing to engage in providing a Competing Product.

"Competing Product" is a product or service that would displace the business opportunities for, or otherwise compete with the products and/or services (existing or under development) that Grantee had material involvement with during the Look Back Period, so long as the Company remains in such line of business. It will be presumed that "material involvement" includes access to Confidential Information about a product or service, involvement with a product through assisting in cross-selling the product where it is normally sold by a different part of the Company's business, and supervision of other individuals who are selling or providing the product or service.

"Confidential Information" has the meaning described in the Employee Innovation and Proprietary Information Agreement ("EIPIA").

“Covered Employee” means an individual employed at the Lead Professional Band or higher (or any future equivalent management levels) to provide services to (or on behalf of) the Company that Grantee worked with, gained knowledge of, or was provided Confidential Information about as a result of Grantee’s employment with Company during the Look Back Period. A Covered Employee shall be presumed to also include individuals who have, within the preceding 90 days, resigned their employment with the Company and have continuing contractual obligations to the Company.

“Look Back Period” is the two years that precede the Grantee’s Termination of Employment.

If the Grantee primarily resides in California, the terms in the footnote will apply to Section 7.i.

If the Grantee primarily resides in Washington, the terms in the footnote will apply to Section 7.i.

- ii. **Non-competition.** During the Restricted Period, Grantee will not provide services to or be associated with a Competitor in any role or position (as an employee, director, owner, consultant or otherwise) that would involve his/her participation in Competitive Activity within the Restricted Area.
- “Competitive Activity” is activity that involves (a) providing services to or for a Competitor that are the same as or similar in function or purpose to those services Grantee provided to or for the Company during the period of his/her employment with the Company (inclusive of employment with an acquired business that is now part of the Company) in the Look Back Period, (b) providing a Competing Product to a Covered Customer, or accepting business from a Covered Customer that involves a Competing Product, (c) owning, operating, or managing a business that is a Competitor, or (d) participating in other activity that is likely to result in the use or disclosure of Confidential Information for the benefit of a Competitor.

“Covered Customer” means a customer of the Company that Grantee had material contact within the Look Back Period. Material contact will be presumed present if in the Look Back Period (i) the Grantee (or persons under his/her supervision)

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<sup>1</sup> If Grantee primarily resides in California, the post-employment obligation in Sections 7.i will not apply.

<sup>2</sup> If Grantee primarily resides in Washington, the post-employment obligation in Sections 7.i. will be limited to only prohibit the solicitation of a Covered Employee to leave employment with the Company in accordance with the definition of a “non-solicitation agreement” under Wash. Rev. Code § 49.62.005-900.

provided services to or had business-related contact with the customer on behalf of the Company, (ii) Grantee was provided Confidential Information about the customer, or (iii) Grantee received commissions or other beneficial credit from the Company for business conducted with the customer. Customers will be presumed to include active customer prospects as of the Grantee's Termination of Employment that he/she had material contact with or Confidential Information about and will not be limited to the end user or purchaser of the Company's products or services but shall also be understood to include customer representatives such as GPOs (Group Purchasing Organizations).

"Restricted Area" refers to the geographic locations of the Covered Customers and each geographic area, by state, county, or other recognized geographic boundary (as used in the ordinary course of the Company's business) that is assigned to Grantee as a limitation on where he/she is to do business for the Company in the Look Back Period if his/her responsibilities for the Company and access to Confidential Information (through group management meetings or otherwise) is limited to a specific geographic territory. If Grantee is not assigned a specific geographic territory that is limited in the foregoing way, or the foregoing scope of Restricted Area is not enforceable, then the Restricted Area shall be the geographic markets where the Company does business that Grantee has involvement with or has been provided Confidential Information about in the course of his/her employment during the Look Back Period and that could be used to harm the protectable interests of the Company which will be presumed to be, if Grantee works or resides in the United States the state where he/she resides, the state from which he/she is assigned to work, if different from his/her state of residence, the contiguous states, and each additional state within the United States where the Company does business or, if Grantee is not based in the United States, the country in which he/she works and resides. Grantee will not, through remote communications from outside of the Restricted Area, engage in prohibited activity that reaches into, relates to, or otherwise materially involves business within the Restricted Area. If the Restricted Area is not clear to Grantee upon his/her Termination of Employment, he/she will seek clarification from the Company's Legal Department within 14 days after the Termination Date. Grantee agrees not to complain about any uncertainty he/she may have regarding the Restricted Area applicable to him/her if he/she does not do so.

If Grantee primarily resides in California, Colorado, Minnesota or Washington, the post- employment obligations in Section 7.ii. will not apply.

- iii. **Compliance with Agreements.** Grantee will comply with, and shall not breach any contractual obligations Grantee has to the Company or an Affiliate, including, but not limited to obligations Grantee has not to disclose the Company's or any Affiliate's Confidential Information. To the extent Grantee is subject to any existing



agreements restricting Grantee's ability to compete with the Company or any Affiliate (the "Prior Agreements"), this Grant Agreement will supplement and not replace or reduce the applicability or enforceability of the Prior Agreements. Grantee acknowledges that the scope of the restrictions in this Section 7 of this Grant Agreement may be different from those contained in other agreements with the Company or an Affiliate because the purpose of, and justification for the restrictions in this Grant Agreement may be different as described in Section 7.vii hereof.

- iv. **Relief.** Grantee agrees that any breach by him/her of the foregoing obligations inevitably would cause substantial and irreparable damage to the Company and the Affiliates for which money damages may not be an adequate remedy. Accordingly, the Grantee agrees that the Company and the Affiliates will be entitled to an injunction and/or other equitable relief, without the necessity of posting security, to prevent the breach of such obligations. The Grantee also agrees to indemnify and hold the Company and the Affiliates harmless from any loss, claim or damages, including, without limitation, all reasonable attorneys' fees, costs and expenses incurred in enforcing its rights under this Grant Agreement, as well as to repay any payments made hereunder (regardless of whether the PSUs are vested), except to the extent that such reimbursement is prohibited by law.
- v. **Consideration.** Grantee agrees that the payment and benefits provided for in the Grant Agreement constitute fair and reasonable consideration for Grantee's compliance with this Section 7.
- vi. **Grantee Rights.** Nothing in this Grant Agreement prevents the Grantee from or interferes with the Grantee's rights to file a claim or charge or participate, with or without notice to the Company, in an investigation or proceeding of a law enforcement authority or government agency, including any state or federal fair employment practices agency (such as the Equal Employment Opportunity Commission), the U.S. Securities and Exchange Commission, the Department of Labor, the Department of Justice, and the Financial Industry Regulatory Authority.

Nothing in this Grant Agreement prevents Grantee from disclosing information about acts in the workplace that Grantee has reason to believe are unlawful, including, but not limited to, harassment, discrimination or any other conduct. If the Grantee primarily resides in Washington, the terms in the footnote will apply to this Section 7.vi.<sup>3</sup>

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<sup>3</sup> If Grantee primarily resides in Washington, nothing in this Grant Agreement will be construed to prohibit Grantee from disclosing or discussing conduct Grantee reasonably believes to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, sexual assault or recognized as a clear mandate of public policy or disclosing the existence of a settlement involving any such event or conduct.

- vii. **Purpose.** The purpose of, and justification for the restrictions in this Section 7 is to ensure Grantee's conduct remains aligned with the interests of other stakeholders in the business and Grantee does not engage in conduct that is detrimental to, and inconsistent with the interests of the stakeholders and participants in the Plan if Grantee is going to be provided the opportunity to participate as a stakeholder in the business of the Company and benefit from the growth of the business, either as holder of PSUs, Options or any other equity granted under the Plan.
8. **Additional Requirements.** The Company reserves the right to impose other requirements on the Award, shares of Common Stock acquired pursuant to the Award, and the Grantee's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Award and the Plan. Without limiting the generality of the foregoing, the Company may require the Grantee to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
9. **Alteration/Termination.** Under the express terms of this Grant Agreement, the Committee shall have the right at any time in its sole discretion to amend, alter, suspend, discontinue or terminate any PSUs without the consent of the Grantee. Furthermore, if the Company determines in its sole discretion that the Grantee has engaged in conduct that (a) constitutes a breach of this Grant Agreement, the EIPIA or any other confidentiality, non-solicitation, or non-competition agreement with the Company or any Affiliate, (b) results in (or has the potential to cause) material harm financially, reputationally, or otherwise to the Company or any Affiliate or (c) occurred prior to the Grantee's Termination of Employment and would give rise to a Termination of Employment for Cause (regardless of whether such conduct is discovered before or after the Grantee's Termination of Employment), any outstanding PSUs shall be cancelled immediately, and any amounts previously conveyed under this Grant Agreement shall be subject to recoupment. In any event, the PSUs provided under this Grant Agreement and any shares of Common Stock previously conveyed or other payments made in respect thereof, shall be further subject to any recoupment policy that the Company may adopt from time to time, to the extent such policy is applicable to the Grantee, and to such compensation including, but not limited to the GE HealthCare Technologies Inc. Clawback Policy designed to comply with the requirements of Rule 10D-1 promulgated under the Act, as in effect and amended from time to time. By accepting the grant of RSUs under this Grant Agreement, the Grantee acknowledges, agrees and consents to the Company's application, implementation, and enforcement of (x) such recoupment policies with respect to all covered compensation received or to be received by the Grantee, to the extent applicable, and (y) any provision of applicable law relating to cancellation,

recoupment, recession, or payback of compensation and expressly agrees that the Company may take any such actions as are necessary to effectuate recoupment or applicable law without further consent or action being required by the Grantee, including issuing instructions to any Third-Party Administrator to (i) hold the Grantee's shares of Common Stock and other amounts acquired under the Plan and/or (ii) reconvey, transfer, or otherwise return such shares of Common Stock and other assets to the Company. To the extent that the terms of this Grant Agreement and any Company recoupment policy conflict, the terms of the recoupment policy shall prevail. Also, the PSUs shall be null and void to the extent the grant of the PSUs or the vesting thereof is prohibited under the laws of the country of residence of the Grantee.

10. **Plan Terms and Definitions.** Except to the extent that the context clearly provides otherwise, all capitalized terms used in this Grant Agreement have the same meaning as given such terms in the Plan. This Grant Agreement is subject to the terms and provisions of the Plan, which are incorporated by reference. In the event of any conflict between the provisions of this Grant Agreement and those of the Plan, the provisions of the Plan shall control.
11. **Interpretation and Construction.** This Grant Agreement and the Plan shall be construed and interpreted by the Committee, in its sole discretion. Any interpretation or other determination by the Committee (including correction of any defect or omission and reconciliation of any inconsistency) shall be binding and conclusive. All determinations regarding enforcement, waiver or modification of the cancellation and rescission and other provisions of this Grant Agreement shall be made in the Committee's sole discretion. Determinations made under this Grant Agreement and the Plan need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.
12. **Severability.** The invalidity or unenforceability of any provision of the Plan or this Grant Agreement will not affect the validity or enforceability of any other provision of the Plan or this Grant Agreement, and each provision of the Plan and this Grant Agreement will be severable and enforceable to the extent permitted by law.
13. **Stockholder Rights.** The Grantee shall not have any voting or other stockholder rights unless and until shares of Common Stock are actually delivered to the Grantee.
14. **No Employment Rights.** The grant of the Award described in this Grant Agreement does not give the Grantee any rights in respect of employment with the Company or any Affiliate.
15. **Discretionary Award, Extraordinary Benefit.** Awards under the Plan are granted to employees of the Company and the Affiliates in the Committee's sole discretion. The

Award described in this Grant Agreement is a one-time benefit and does not create any contractual or other right to receive other Awards under the Plan or other benefits in lieu thereof. Future grants, if any, will be at the sole discretion of the Committee. The Grantee's participation in the Plan is voluntary. This Award (and each other Award, if any, granted under the Plan) constitutes an extraordinary item of compensation and is not part of the Grantee's normal or expected compensation for purposes of calculating any severance, retirement, or other benefit rights (unless otherwise expressly provided in an applicable benefit plan).

16. **No Transfer or Assignment.** No rights under this Award shall be assignable or transferable by the Grantee, except to the extent expressly permitted by the Plan.
17. **Successors and Assigns.** The Company may assign any of its rights under this Grant Agreement. This Grant Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Grant Agreement will be binding upon the Grantee and the Grantee's beneficiaries, executors or administrators.
18. **Section 409A.** To the extent applicable, this Grant Agreement shall be construed and administered consistently with the intent to comply with or be exempt from the requirements of Section 409A of the Code and any state law of similar effect (i.e., applying the "short-term deferral" rule described in Treas. Reg. § 1.409A-1(b)(4) and/or another exemption). Where the Grant Agreement specifies a window during which a payment may be made, the payment date within such window shall be determined by the Company in its sole discretion.
19. **Entire Agreement.** This Grant Agreement, the Plan, and any rules, procedures and sub-plans (including country addenda) adopted by the Committee contain all of the provisions applicable to the PSUs. No other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized officer of the Company and delivered to the Grantee.

By acknowledging this Grant Agreement, the Grantee acknowledges and confirms that the Grantee has read this Grant Agreement and the Plan (including applicable addenda), and the Grantee accepts and agrees to the provisions therein.
20. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to this or other Awards under the Plan by electronic means. The Grantee hereby consents to receive such documents electronically and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**21. Global Addendum.** Notwithstanding any provisions in this document to the contrary, the PSUs will also be subject to the special terms and conditions set forth on Appendix A for Grantees who reside outside of the United States. Moreover, if a Grantee is not a resident of any of the countries listed on Appendix A as of the Grant Date, but relocates to one of the listed countries at any point thereafter, the special terms and conditions for such country will apply to the Grantee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. Appendix A constitutes part of this Grant Agreement.

**GE HealthCare Technologies Inc. Compensation Peer Group**

Abbott Laboratories  
Thermo Fisher  
DanaHER  
Medtronic  
Siemens Healthineers  
Becton Dickinson  
Stryker  
Philips  
Baxter  
Boston Scientific  
Quest Diagnostics  
Agilent Technologies  
Intuitive Surgical  
Edwards Lifesciences  
Hologic

**Global Addendum****Global Information for the GE HealthCare Technologies Inc. ("GE HealthCare" or "Company") 2023 Long-Term Incentive Plan (the "Plan")****January 2024**

This Addendum provides additional terms and conditions of your grant in Section A and specific additional terms and conditions and/or notifications that apply to participants who reside and/or are employed in one of the countries listed below in Section B. Capitalized terms not defined in this Addendum shall have the meaning set forth in the Plan or the GE HealthCare Stock Option Grant Agreement, GE HealthCare Restricted Stock Unit Grant Agreement, or GE HealthCare Performance Stock Unit Grant Agreement (collectively, the "Grant Agreements"), as applicable. References in this Addendum to "UBS Financial Services" shall apply equally to any successor broker designated by the Company, at its discretion. Further, to the extent specified herein, provisions in this Addendum shall apply to stock options ("Options"), restricted stock units ("RSUs") and performance stock units ("PSUs", and together with Options and RSUs, "Awards") granted both on or after the date of this Addendum. The parties acknowledge that it is their express wish that this Addendum, as well as all documents, notices and legal proceeds entered into, given or instituted pursuant hereto or relating directly to indirectly hereto, be provided to them in English. If you have received the Grant Agreement, this Addendum or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable laws.

**A. General Provisions Applicable to All Grantees**

**1. Nature of the Awards.** You acknowledge that you have received materials describing the Plan and its terms and conditions, and that you understand the description of the Plan and agree to its terms and conditions. Accordingly, you should understand that the Plan is established voluntarily by the Company, is discretionary, and that GE HealthCare reserves the absolute right to amend and/or discontinue the Plan or the Award at any time without any liability to you. You acknowledge that Award grants under the Plan are subject to the Plan, are occasional and voluntary, and that receipt of a given grant does not create any contractual or other right to receive future grants or benefits in lieu of Awards, even if Awards have been granted in the past. All decisions with respect to future Awards, if any will be at the sole discretion of the Company. Further, you understand and freely accept that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary grant since the future value of the Awards and underlying shares is unknown and unpredictable. Neither the Company, nor any of its Affiliates shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the shares or any amounts due pursuant to the Awards or the subsequent sale of any shares acquired under the Plan.

You acknowledge and accept that taking part in the Plan is outside the terms of your regular employment and the Award, and income from and value of same, are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday/vacation pay, bonuses, long-service awards, leave-related payments, pension or retirement or welfare benefits or similar payments. This invitation to participate in the Plan and any subsequent acquisition of shares or other benefits under the Plan do not establish and are not to be interpreted as establishing or amending a labor relationship or employment or service contract between you and GE HealthCare or any of its Affiliates, and do not establish any rights between you and your employer. You also acknowledge that the termination of your employment or service under any circumstances will not give you any claim or right of action against GE HealthCare or its Affiliates with respect of any loss of any Award or other benefit under the Plan.

You agree that no claim or entitlement to compensation or damages shall arise from (i) forfeiture of your Awards resulting from your Termination of Employment (regardless of the reason for the termination and whether or not the termination is later found to be invalid or in breach of applicable laws in the jurisdiction where you are employed or providing services or the terms of your employment or service contract, if any) and/or (ii) the application of any clawback/recoupment provisions in the Grant Agreements. No recovery of compensation or other benefits as described herein will be an event giving rise to your right to resign for "good reason" or "constructive termination" (or similar term) under any plan of, or agreement you have with, the Company or any of its Affiliates.

**2. Responsibility for Taxes and Other Legal Obligations.** You also acknowledge that the tax and legal rules that apply to the Plan may change from time to time and that GE HealthCare is not responsible for providing updated tax information to you. You should understand that there may be personal tax payment and reporting obligations that could result from the grant, vesting, and exercise of Awards and the sale of shares and the payment of any dividends or dividend equivalent payments that you receive through the Plan. Please note that GE HealthCare is not providing tax or regulatory advice and you should discuss potential tax or regulatory issues with your personal advisor. You further understand that, regardless of any action taken by the Company or, if different, the Affiliate employing or receiving your services (the "Service Recipient"), neither GE HealthCare nor any of its Affiliates are responsible in any circumstance for your individual liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items ("Tax-Related Items"), foreign exchange control or other legal obligations arising from your participation in this Plan. You further acknowledge that the Company and/or the Service Recipient (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Plan, including, but not limited to, the grant of the Awards under the Plan, the purchase of shares, the issuance or disposition of shares purchased under the Plan or the issuance of any dividends or dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the Awards or any aspect of the Plan to reduce



or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any applicable taxable event, you shall pay or make adequate arrangements satisfactory to GE HealthCare and/or the Service Recipient to satisfy all Tax-Related Items". In this regard, you authorize GE HealthCare and/or the Service Recipient to withhold all applicable Tax-Related Items legally payable by you from your wages or other cash compensation paid to you by GE HealthCare and/or the Service Recipient or from proceeds of the sale of shares sold on your behalf, either through a voluntary sale or a mandatory sale arranged by the Company, pursuant to this authorization. In addition, you authorize GE HealthCare and/or the Service Recipient to withhold applicable Tax-Related Items by withholding in shares issuable to you pursuant to the Award. If the obligation for taxes is satisfied by withholding a number of whole shares as described herein, you will be deemed to have been issued the full number of shares subject to the Award, notwithstanding that a number of the shares is held back solely for the purpose of paying the applicable taxes. You agree that the Company may use any other means determined by the Company and compliant with applicable laws that are not described herein. Further, if you have become subject to Tax-Related Items in more than one jurisdiction between the date of grant and the date of any relevant taxable event, you acknowledge that GE HealthCare and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for (including report) Tax-Related Items in more than one jurisdiction. You agree to hold GE HealthCare and/or the Service Recipient (or former employer, as applicable) harmless in this respect.

The Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in the jurisdiction(s) applicable to you. In the event of over-withholding, you may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in shares), or if not refunded, you may seek a refund from the local tax authorities. Finally, you agree to pay to the Company or the Service Recipient any amount of Tax-Related Items that the Company or the Service Recipient may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to purchase or deliver the shares or the proceeds of the sale of shares if you fail to comply with your obligations in connection with the Tax-Related Items.

**3. Electronic Delivery and Acceptance.** You authorize GE HealthCare and the Service Recipient to deliver information about the Plan to you electronically through email or other web-based or electronic information delivery systems. You further authorize future Plan transactions to occur electronically through web-based or electronic systems or through other designated means.

**4. No Tending Previously-Owned Shares for Option Exercises.** If you are granted Options under the Plan, you understand that you are prohibited from tendering any other shares you may hold to pay the exercise price of the Option.

**5. Data Privacy.** *You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Addendum and any other grant materials by and among, as applicable, the Service Recipient, the Company and its Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.*

*You understand that the Company and the Service Recipient may hold certain personal information about you, including (but not limited to) your name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares or directorships held in the Company, and details of all Awards granted to you or any other entitlements to shares awarded, canceled, exercised, vested, unvested or outstanding in your favor ("Data") for the purpose of implementing, managing and administering the Plan.*

*You understand that Data may be transferred to any third parties assisting the Company with the implementation, administration and management of the Plan, including but not limited to UBS Financial Services and its affiliates or any successor or any other third party that the Company or UBS Financial Services (or its successor) may engage to assist with the administration of the Plan from time to time. You understand the recipients of the Data may be located in your country, in the United States or elsewhere, and that the recipients' country may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative.*

*You authorize the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom you may elect to deposit any shares acquired upon vesting and/or exercise of the Awards. You understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later revoke your consent, your employment status or service with the Service Recipient will not be adversely affected; the only consequence of refusing or withdrawing your consent is that the Company would*

***not be able to grant you Awards or other equity awards or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact GE HealthCare Technologies Inc. Executive Compensation Administration by sending an email to [GEHC.Equity@gehealthcare.com](mailto:GEHC.Equity@gehealthcare.com).***

**5. Governing Law and Venue.** You understand that the Plan, the Grant Agreements and this Addendum are interpreted and construed in accordance with the laws of the State of Delaware, United States of America and applicable federal law, including securities laws, without regard to the conflict of law provisions. For purposes of any action, lawsuit or other proceedings brought to enforce this Grant Agreement and Addendum, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the state and federal courts located in the state of Delaware, United States of America and waive any objection based on lack of jurisdiction or inconvenient forum, and no other courts, where this grant is made and/or to be performed.

**6. Restrictive Covenants; Clawback/Recoupment Provisions.** Please note that, unless otherwise stated in the Country Specific Provisions of Section B below, any restrictive covenants and/or clawback provisions in the Grant Agreements, such as Section 6 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Stock Option Grant Agreement, Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Restricted Stock Unit Grant Agreement, Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Performance Stock Unit Grant Agreement, Section 8 of the Stock Option Grant Agreement ("Alteration/Termination"), Section 9 of the Restricted Stock Unit Grant Agreement ("Alteration/Termination"), and Section 9 ("Alteration/Termination") of the Performance Stock Unit Grant Agreement, shall apply to you to the extent permitted by applicable law. Notwithstanding any language in the Grant Agreements or this Addendum to the contrary, however, you understand and agree that, to the extent you have an employment agreement or other agreement with your local employer or Service Recipient outside the United States, any restrictive covenants and/or clawback provisions in the Grant Agreements, whether or not revised by this Addendum, shall only apply to the extent these provisions are consistent with the applicable provisions of your employment agreement. To the extent the applicable provisions of your employment agreement are inconsistent with the provisions in the Grant Agreements, the terms in your employment agreement will apply to you.

**7. Imposition of Other Requirements.** GE HealthCare reserves the right to impose other requirements on your participation in the Plan, on the Options, RSUs or PSUs and on any shares acquired under the Plan, to the extent GE HealthCare determines it is necessary or desirable in order to comply with or take advantage of local regulations or the like, or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**8. Waiver.** You acknowledge that a waiver by the Company of breach of any provision of the Grant Agreements or this Addendum shall not operate or be construed as a waiver of any other provision of the Grant Agreements or this Addendum, or of any subsequent breach by you or any other Participant.

**9. Insider Trading Restrictions/Market Abuse Laws.** You acknowledge that, depending on your or your broker's country of residence or where the shares are listed, you may be subject to insider trading restrictions and/or market abuse laws that may affect your ability to accept, acquire, sell or otherwise dispose of shares, rights to shares or rights linked to the value of shares under the Plan during such times that you are considered to have "inside information" regarding the Company (as defined by the laws or regulations in your country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. You should keep in mind that third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You are responsible for ensuring compliance with any restrictions and should consult with your personal legal advisor on this matter.

**10. Exchange Control, Tax and/or Foreign Asset / Account Reporting.** Your country of residence may have certain foreign asset and/or account reporting or exchange control requirements that may affect your ability to acquire or hold shares under the Plan or cash received from participating in the Plan (including proceeds arising from the sale of shares) in a brokerage or bank account outside your country. You may be required to report such accounts, assets or transactions to the tax or other authorities in your country. You may also be required to repatriate sale proceeds or other funds received as a result of your participation in the Plan to your country through a designated broker or bank and/or within a certain time after receipt. In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company or the Service Recipient as may be required to allow the Company or the Service Recipient to comply with local laws, rules and regulations in your country of residence (and country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different). You are responsible for ensuring compliance with such regulations and should consult with your personal legal advisor for any details.

**11. Method of Option Exercise.** Notwithstanding any provision in the GE HealthCare Stock Option Grant Agreement, the Company, in its sole discretion, may require that you (or in the event of your death, your legal representative, as the case may be) exercise Options by a means of a same day sale transaction (either a "sell-all" transaction or a "sell-to-cover" transaction), or may require you to sell any shares of Common Stock you acquire under the

Plan immediately upon exercise or within a specified period (in which case, you hereby agree that the Company shall have the authority to issue sale instructions in relation to such shares of Common Stock on your behalf).

**12. Settlement of RSUs and/or PSUs.** Notwithstanding any provision in the GE HealthCare Restricted Stock Unit Grant Agreement or the GE HealthCare Performance Stock Unit Grant Agreement, the Company, in its discretion, may provide for the settlement of RSUs and/or PSUs in the form of:

(a) a cash payment (in an amount equal to the Fair Market Value of the shares of Common Stock that correspond to the vested Units) to the extent that settlement in shares of Common Stock (i) is prohibited under local law, (ii) would require you, the Company or the Service Recipient to obtain the approval of any governmental or regulatory body in your country of employment and/or residency, (iii) would result in adverse tax consequences for you, the Company or the Service Recipient, or (iv) is administratively burdensome; or

(b) shares of Common stock, but require you to sell such shares of Common Stock immediately or within a specified period (in which case, you hereby agree that the Company shall have the authority to issue sale instructions in relation to such shares of Common Stock on your behalf).

## **B. Country Specific Provisions.**

Your participation in the Plan shall be subject to any additional terms and conditions set forth in this Section B of the Addendum for your country, state or jurisdiction. Moreover, if you relocate to one of the jurisdictions included herein, the additional terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your relocation).

### **All Countries**

U.S. Estate Tax. Please note that shares and Options or other Awards to acquire shares of GE HealthCare stock that you own may be subject to U.S. estate tax upon your death. Some countries have estate tax treaties which may impact these requirements. You and/or your beneficiary should consult a tax advisor to determine how these rules apply to your situation.

Acceleration of Vesting: If the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in your jurisdiction that would likely result in the favorable treatment applicable to the Award for accelerated vesting in the event of certain events being deemed unlawful and/or discriminatory, then the Company, in its sole discretion, will not apply this favorable treatment.

### **European Union, European Economic Area and the United Kingdom**

**EU Prospectus Regulation; Data Privacy.** Please consult the addendum addressing the EU Prospectus Regulation for additional information on your grant, which is attached hereto as Appendix A, and the notice addressing the EU General Data Protection Regulation, which is attached hereto as Appendix B and which replaces any data provision consent in any grant documentation.

### **Algeria**

**Local Cash Settlement of Award** Notwithstanding anything in the Grant Agreement or the Addendum to the contrary, unless otherwise determined by the Company, the Award shall be settled in cash only paid by the Service Recipient through local payroll (and shall not be settled in shares issued by the Company).

### **Argentina**

**Exchange Control Information.** Exchange control restrictions may limit the ability to remit funds out of Argentina in order to exercise the Option or remit funds into Argentina following the receipt of the proceeds from the cashless exercise of the Option. The Company reserves the right to further restrict the exercise of the Option or to amend or cancel the Option at any time in order to comply with applicable exchange control laws in Argentina. You are responsible for complying with exchange control laws in Argentina and neither the Company nor the Service Recipient will be liable for any fines or penalties resulting from your failure to comply with applicable laws. Because exchange control laws and regulations change frequently and without notice, you should consult with your personal advisor before accepting the Option and before exercising the Option and/or selling any shares acquired upon exercise of the Option to ensure compliance with current regulations.

**Securities Law.** The Awards granted pursuant to the Plan and the shares which may be purchased upon exercise of the Option or acquired upon vesting of the RSUs or PSUs are offered in a private transaction and are not subject to the supervision of any Argentine governmental authority. This is not an offer to the public.

### **Australia**

**Securities Law.** The grant of the Award is being made pursuant to Division 1A, Part 7.12 of the Corporations Act 2001 (Cth). If you offer shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. You personally should obtain legal advice on applicable disclosure obligations prior to making any such offer.

**Tax Notification.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in the Act).

## **Bangladesh**

**Method of Exercise of Options** Due to local legal requirements, your Option must be exercised pursuant to a broker-assisted cashless method of exercise.

## **Belgium**

**Acceptance of Options** Notwithstanding any provision in the GE HealthCare Stock Option Grant Agreement to the contrary, Options granted to you shall not be accepted earlier than the 61st day following the "Offer Date" for tax at exercise. The Offer Date is the date on which the Company notifies you of the material terms and conditions of the stock option grant. Any acceptance given by you before the 61st day following the Offer Date shall be null and void.

## **Brazil**

**Labor Law Acknowledgment** You agree, for all legal purposes, (i) the benefits provided under the Grant Agreement and the Plan are the result of commercial transactions unrelated to your employment; (ii) the Grant Agreement and the Plan are not a part of the terms and conditions of your employment; and (iii) the income from the Awards, if any, is not part of your remuneration from employment.

**Cause** The definition of "Cause" provided under the Plan is revised in its entirety to read as follows: "For this purpose, "Cause" shall be determined by the Company in its sole discretion and includes: (a) breach of the Employee Innovation and Proprietary Information Agreement or any other confidentiality, non-solicitation, or non-competition agreement with the Company or Affiliate, or breach of a material term of any other agreement with the Company or Affiliate; (b) engagement in conduct that results in, or has the potential to cause, material harm financially, reputationally, or otherwise to the Company or its Affiliate; (c) commission of an act of dishonesty, fraud, embezzlement or theft; (d) conviction of, or plea of guilty or no contest to a felony or crime involving moral turpitude; or (e) failure to comply with the Company's or Affiliate's policies and procedures, including, but not limited to, the Company's code of conduct set forth in the Company's integrity manual The Spirit and Letter."

## **Canada**

**Termination of Employment** The following provision supplements Section A(1) of this Addendum:

If applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the Award under the Plan, if any, will terminate effective as of the last day of your minimum statutory notice period, but you will

not earn or be entitled to pro-rated vesting in the Award if the vesting date falls after the end of your statutory notice period, nor will you be entitled to any compensation for lost vesting.

By accepting the Awards subject to the Grant Agreements through the UBS Financial Services portal (or its successor), you declare that you expressly agree with the provisions regarding Termination of Employment described in the Plan, the Grant Agreements (including, but not limited to, Section 2 of the Grant Agreements) and the special terms and conditions set forth in this Global Addendum.

Resale Restriction. You understand that you are permitted to sell shares acquired under the Plan through the designated broker appointed under the Plan, provided the resale of shares takes place outside of Canada through the facilities of the stock exchange on which the shares are traded.

Non-Qualified Securities. In accordance with subsection 110(1.9) of the Income Tax Act (Canada) (the "Act"), notice is hereby given by GE HealthCare that the shares to be issued in respect of stock option awards in excess of the CAD \$200,000 limit are non-qualified securities for purposes of the Act.

For Residents of Quebec:

Language. You understand that you are entitled to receive the Grant Agreements, the Plan and potentially other documents related to the offering of the Plan translated into French, and if so requested, the Company will use its best efforts to provide the French translation as expeditiously as possible. If you do not request a French translation, it is understood that you prefer to receive the documents related to the Plan in the English language and agree that the English documents govern your participation in the Plan.

*Langue. Vous comprenez que vous avez le droit de recevoir les Accords d'attribution, le Plan et potentiellement d'autres documents liés à l'offre du plan traduits en français, et si cela vous demandé, la Société fera de son mieux pour fournir la traduction française aussi rapidement que possible. Si vous ne demandez pas de traduction en français, il est entendu que vous préférez recevoir les documents relatifs au Plan en langue anglaise et acceptez que les documents en anglais régissent votre participation au Plan.*

Data Privacy. The following provision supplements Section A(5) of this Addendum:

You hereby authorize the Company and the Company's representative to discuss with and obtain all relevant information regarding the Awards and your participation in the Plan from all personnel, professional or non-professional, involved with the administration of the Plan. You further authorize the Company, the Service Recipient, the administrator of the Plan and the plan broker that is assisting the Company with the operation and administration of the Plan to disclose and discuss your participation in the Plan with their advisors. You also authorize the Company and the Service Recipient to record such information and keep it in your employee



file. You acknowledge and agree that your personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the United States of America. If applicable, you also acknowledge and authorize the Company, the Service Recipient, the administrator of the Plan and any plan broker that is assisting the Company with the operation and administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on you or the administration of the Plan.

### **Chile**

**Securities Law - Ruling N° 336** The Award constitutes a private offering of securities in Chile effective as of the grant date, and is expressly subject to general ruling N° 336 of the Chilean Commission for the Financial Market ("CMF"). Neither the Company nor the shares that you may receive pursuant to your Awards are registered with the Registry of Securities or under the control of the Chilean Superintendence of Securities. Given that the shares underlying the Award are not registered in Chile, the Company is not required to provide public information about the Award or the shares in Chile. Unless the Award and/or the shares are registered with the CMF, a public offering of such securities cannot be made in Chile.

### **China**

**Mandatory Full Cashless Option Exercise**. Unless otherwise determined by the Company, your Option must be exercised pursuant to a broker-assisted cashless method of exercise.

**Foreign Exchange Control Laws**. Due to local legal requirements, shares acquired through RSU or PSU vesting must be maintained in the UBS Financial Services account until the shares are sold through UBS Financial Services with the net sales proceeds being paid to you through your current or most recent PRC employer. As a condition of the grant of RSUs or PSUs, you agree that any shares acquired under the Plan must be sold on a date that is within three-months after the date of your termination of active employment with GE HealthCare and its Affiliates or within any other time frame as the Company determines to be necessary or advisable for legal or administrative reasons. You authorize UBS Financial Services (or any successor broker designated by GE HealthCare) to sell such shares on your behalf at that time or as soon as is administratively practical thereafter. It, however, remains your responsibility to ensure that such shares are sold by such three-month deadline, and you acknowledge and agree that GE HealthCare is not responsible or liable for ensuring any particular price received in connection with the sale of such shares.

Under local law, you are required to repatriate to China the proceeds from your participation in the Plan, including proceeds from cashless option exercises, the sale of shares acquired through RSU or PSU vesting and any dividends or dividend equivalents paid to you in relation to RSUs or PSUs through a special exchange control account established by GE HealthCare or one of its Affiliates in China. You hereby agree that any proceeds from your participation in the Plan may be transferred to such special account prior to being delivered to you through your

current or most recent PRC employer. Further, if the proceeds from your participation in the Plan are converted to local currency, you acknowledge that the Company (including its Affiliates) are under no obligation to secure any currency conversion rate, and may face delays in converting the proceeds to local currency due to exchange control restrictions in China. You agree to bear the risk of any currency conversion rate fluctuation between the date that your proceeds are delivered to the special exchange control account and the date of conversion of the proceeds to local currency.

To comply with requirements imposed by the State Administration of Foreign Exchange (SAFE), to the extent that, under your GE HealthCare Stock Option Grant Agreement, you may exercise any Options after your termination of employment with GE HealthCare and its Affiliates, you shall be permitted to exercise such Options for the shorter of the period set forth in your GE HealthCare Stock Option Grant Agreement and three months from the date of your termination of active employment; three months following the termination of your active employment with GE HealthCare and its Affiliates, any unexercised Options shall immediately expire.

GE HealthCare reserves the right to impose such further restrictions or conditions as may be necessary to comply with changes in applicable local laws in China.

If you are not a PRC national, the above provisions may not apply to you, to the extent determined by SAFE or its local branch office in accordance with local laws.

Cause. The definition of "Cause" provided under the Plan is revised in its entirety to read as follows:

"For this purpose, "Cause" shall be determined by the Company in its sole discretion and includes: (a) breach of the Employee Innovation and Proprietary Information Agreement or any other confidentiality, non-solicitation, or non-competition agreement with the Company or Affiliate, or breach of a material term of his/her employment agreement or any other agreement with the Company or Affiliate; (b) engagement in conduct that results in, or has the potential to cause, material harm financially, reputationally, or otherwise to the Company or its Affiliate; (c) commission of an act of dishonesty, fraud, embezzlement or theft; (d) conviction of, or plea of guilty or no contest to a felony or crime involving moral turpitude; or (e) failure to comply with the Company's or Affiliate's policies and procedures, including, but not limited to, the Company's code of conduct set forth in the Company's integrity manual, The Spirit and Letter."

Restrictive Covenants. Paragraph (ii) of Section 6 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Stock Option Grant Agreement, of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Restricted Stock Unit Grant Agreement, and of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Performance Stock Unit Grant Agreement does not apply.

For the avoidance of doubt, in addition to the definition of Retirement contained in the applicable Grant Agreement and Plan, Retirement shall also include any earlier compulsory retirement under local law.

## **Colombia**

**Nature of the Awards.** The following provision supplements Section A(1) of this Addendum:

By accepting the grant of the Award and pursuant to Article 128 of the Colombian Labor Code, you expressly acknowledge, understand and agree that the Awards and related benefits are granted by the Company entirely on a discretionary basis, do not exclusively depend on your performance with the Service Recipient, and do not constitute a component of your “salary” for any legal purpose. Therefore, the Awards and related benefits will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable, subject to any limitations as may be imposed under local law.

**Securities Law Acknowledgement.** The shares underlying the Awards are not and will not be registered with the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*). Therefore, the shares may not be offered to the public in Colombia. Nothing in the Grant Agreements should be construed as making a public offer of securities in Colombia. In the event that GE HealthCare, in its sole discretion, determines that the offer of Options, RSUs and PSUs in Colombia may constitute a “public offer of securities” under Law 964 of 2005, you understand and agree that GE HealthCare may, in its sole discretion, cease to offer participation in the Plan in Colombia. In the event that GE HealthCare exercises its discretion to cease offering the Plan in Colombia, you will no longer be permitted to participate in the Plan as of the date established by GE HealthCare.

## **Czech Republic**

**Restrictive Covenants.** The paragraph (ii) of Section 6 (“Non-solicitation, Non-competition and Compliance with Agreements”) of the Stock Option Grant Agreement, of Section 7 (“Non-solicitation, Non-competition and Compliance with Agreements”) of the Restricted Stock Unit Grant Agreement, and of Section 7 (“Non-solicitation, Non-competition and Compliance with Agreements”) of the Performance Stock Unit Grant Agreement does not apply.

## **Denmark**

**Treatment of Awards upon Termination of Employment.** The global termination provisions under the Plan will apply for all grants. The relevant termination provisions are detailed in the applicable Grant Agreements and the Employer Statement for Options, Employer Statement for RSUs, and Employer Statement for PSUs, as provided separately to you.

Restrictive Covenants. Paragraph (ii) of Section 6 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Stock Option Grant Agreement, of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Restricted Stock Unit Grant Agreement, and of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Performance Stock Unit Grant Agreement does not apply.

#### **Egypt**

There are no country-specific provisions.

#### **Ethiopia**

Mandatory Full Cashless Option Exercise. Due to local legal requirements, your Option must be exercised pursuant to a broker-assisted cashless method of exercise.

#### **Finland**

There are no country-specific provisions.

#### **France**

Nature of the Awards. The RSUs and PSUs are not granted under the French specific regime provided by Articles L. 225-197-1 and seq. and L. 22-10-59 and L. 22-10-60 of the French commercial code, as amended.

The Option is not granted under the French specific regime provided by Articles L. 225-177 and seq. and L. 22-10-56 to L. 22-10-58 of the French commercial code, as amended.

Cause. The definition of "Cause" is revised in its entirety to read as follows:

"For this purpose, "Cause" shall be determined by the Company in its sole discretion and includes in particular, but not limited to, the following justifications qualifying as a real and serious cause for dismissal : (a) breach of the Employee Innovation and Proprietary Information Agreement or any other confidentiality, non-solicitation, or non-competition agreement with the Company or Affiliate, or breach of a material term of any other agreement with the Company or Affiliate; (b) engagement in conduct that results in, or has the potential to cause, material harm financially, reputationally, or otherwise to the Company or its Affiliate; (c) commission of an act of dishonesty, fraud, embezzlement or theft; (d) conviction of, or plea of guilty or no contest to a felony or crime involving moral turpitude; or (e) failure to comply with the Company's or Affiliate's policies and procedures, including, but not limited to, the Company's code of conduct set forth in the Company's integrity manual, The Spirit and Letter."

Restrictive Covenants. Paragraph (ii) of Section 6 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Stock Option Grant Agreement, of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Restricted Stock Unit Grant Agreement, and of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Performance Stock Unit Grant Agreement does not apply.

Language. The parties to the Grant Agreement acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.*

#### **Germany**

Restrictive Covenants. Paragraph (ii) of Section 6 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Stock Option Grant Agreement, of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Restricted Stock Unit Grant Agreement, and of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Performance Stock Unit Grant Agreement is revised in its entirety to read as follows:

"During the Grantee's employment with the Company or its Affiliate, and for the one-year period following termination of such employment (the "Restriction Period"), the Grantee will not, without prior written approval from the Committee (a) whether on his or her own behalf or in conjunction with any other person or third party, directly or indirectly solicit or encourage any person who is a Lead Professional Band or higher employee of the Company or any of its Affiliates (a "Restricted Person") to terminate his or her employment relationship with, or accept any other employment outside of, the Company and its Affiliates; (b) recommend or cause a Restricted Person to be hired by an entity for which the Grantee works, or with which the Grantee is otherwise associated or owns more than a 1% ownership interest, any person who is, or was within one year before or after the Grantee's termination of employment with the Company and its Affiliates, a Restricted Person; or (c) provide any non-public information regarding any Restricted Person, including, but not limited to, compensation data, performance evaluations, skill sets or qualifications, etc., to any external person in connection with employment outside the Company and its Affiliates, including, but not limited to, recruiters and prospective employers. Except for the data related restrictions which apply indefinitely, the non-solicitation restrictions set forth above do not apply once a Restricted Person

has been formally notified of his or her impending layoff from the Company or any of its Affiliates.”

#### **Greece**

There are no country-specific provisions.

#### **Hong Kong**

Tax Election. Please note that the Company is required to report any gain realized on the exercise of Options and grants of RSUs or PSUs to the Hong Kong Inland Revenue Department (“IRD”). It is a condition of the grant that you agree to make appropriate filings with the IRD and to make an election to be taxed on a deemed exercise basis for all Option grants and on a deemed vested basis for all RSU and PSU grants. If you are in any doubt about your tax reporting obligations in Hong Kong, you should obtain independent professional tax advice.

Sale Restriction on Shares. In the event that the Award vests and/or are exercised and shares are issued to you (or your heirs) within six (6) months of the grant date, you (or your heirs) expressly agree that the shares will not be offered to the public or otherwise disposed of prior to the six (6)-month anniversary of the grant date.

Securities Law Notice. The Awards and any shares issued pursuant to the Awards do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or its Affiliates. The Grant Agreements, including this Addendum, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong. The Awards and any related documentation are intended only for the personal use of each eligible employee of the Company or its Affiliates and may not be distributed to any other person. The contents of the Grant Agreements, including this Addendum and the Plan, have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of the Grant Agreements, including this Addendum, or the Plan, you should obtain independent professional advice.

#### **Hungary**

Restrictive Covenants. Paragraph (ii) of Section 6 (“Non-solicitation, Non-competition and Compliance with Agreements”) of the Stock Option Grant Agreement, of Section 7 (“Non-solicitation, Non-competition and Compliance with Agreements”) of the Restricted Stock Unit Grant Agreement, and of Section 7 (“Non-solicitation, Non-competition and Compliance with Agreements”) of the Performance Stock Unit Grant Agreement does not apply.

#### **India**

Restrictive Covenants. Paragraph (ii) of Section 6 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Stock Option Grant Agreement, of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Restricted Stock Unit Grant Agreement, and of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Performance Stock Unit Agreement is revised in its entirety to read as follows:

"During the Grantee's employment with the Company or its Affiliate, and for the one-year period following termination of such employment (the "Restriction Period"), the Grantee will not, without prior written approval from the Committee: (a) whether on his or her own behalf or in conjunction with any other person or third party, directly or indirectly solicit or encourage any person who is a Lead Professional Band or higher employee of the Company or any of its Affiliates (a "Restricted Person") to terminate his or her employment relationship with, or accept any other employment outside of, the Company and its Affiliates; (b) directly hire, or recommend or cause to be hired by an entity for which the Grantee works, or with which the Grantee is otherwise associated or owns more than a 1% ownership interest, any person who is, or was within one year before or after the Grantee's termination of employment with the Company and its Affiliates, a Restricted Person; (c) provide any non-public information regarding any Restricted Person, including, but not limited to, compensation data, performance evaluations, skill sets or qualifications, etc., to any external person in connection with employment outside the Company and its Affiliates, including, but not limited to, recruiters and prospective employers. The above restrictions do not apply once a Restricted Person has been formally notified of his or her impending layoff from the Company or any of its Affiliates; or (d) the Grantee will not, whether on his or her own behalf or in conjunction with any other person or third party, directly or indirectly, solicit, divert or appropriate or attempt to solicit, divert or appropriate any vendor, service provider or customer of the Company or its Affiliates, or interfere with or endeavor to interfere with any contract, arrangement, understanding or agreement or renewal of any of them, entered into by the Company or its Affiliates with such vendors, service providers and/or customers."

Cause. The definition of "Cause" provided under the Plan is revised in its entirety to read as follows:

"For this purpose, "Cause" shall be determined by the Company in its sole discretion and includes: (a) breach of the Employee Innovation and Proprietary Information Agreement or any other confidentiality, non-solicitation, or non-competition agreement with the Company or Affiliate, or breach of a material term of any other agreement with the Company or Affiliate; (b) engagement in conduct that results in, or has the potential to cause, material harm financially,

reputationally, or otherwise to the Company or its Affiliate; (c) commission of an act of dishonesty, fraud, embezzlement, theft, misconduct or for any incident of workplace harassment; (d) conviction of, or plea of guilty or no contest to a felony or crime involving moral turpitude; or (e) failure to comply with the Company's or Affiliate's policies and procedures, including, but not limited to, the Company's code of conduct set forth in the Company's integrity manual, The Spirit and Letter."

**Tax Collection at Source.** You understand that Tax Collection at Source ("TCS") may apply to funds remitted out of India if the funds exceed a certain amount (currently INR 700,000) ("TCS Threshold") during the Indian fiscal year. Therefore, your annual remittances out of India, including any remittances under the Plan, may be subject to TCS. Depending on the procedures established by the Service Recipient and the authorized dealer bank remitting the funds out of India, you understand and agree that the Company or the Service Recipient may deduct any applicable TCS via any withholding method set forth in Section A(1) of this Addendum.

You also understand that you may be required to provide a declaration to the Service Recipient or the authorized dealer bank remitting the funds regarding whether the TCS Threshold has been reached based on all of your remittances out of India, including any remittances under the Plan, and you agree to provide such declaration upon request.

### **Indonesia**

**Mandatory Full Cashless Option Exercise.** Due to local legal requirements, your Option must be exercised pursuant to a broker-assisted cashless method of exercise.

**Repatriation Requirements.** By accepting the Awards, you agree to repatriate all sales proceeds and dividends attributable to shares acquired under the Plan in accordance with local foreign exchange rules and regulations. Neither the Company nor any of its Affiliates shall be liable for any fines or penalties resulting from your failure to comply with applicable laws.

### **Ireland**

**Director Notification Obligation.** If you are director, shadow director or secretary of an Irish Affiliate of GE HealthCare who owns more than a 1% interest in GE HealthCare, you are subject to certain notification requirements under the Companies Act, 1990. Among these requirements is an obligation to notify the secretary of the Irish Affiliate in writing when you receive an interest (e.g., Options or shares) in GE HealthCare and the number and class of shares or rights to which the interest relates. In addition, you must notify the Irish Affiliate when you sell shares acquired through the exercise of Options or pursuant to any other Award granted under the Plan. You must notify the secretary of the Irish Affiliate of the acquisition or disposal of an interest in shares within five days following the day of acquisition or disposal of the interest in shares. These notification requirements also apply to any rights or shares



acquired by your spouse or children under the age of 18(whose interests will be attributed to you in your capacity as a director, shadow director or secretary of the Irish Affiliate).

### **Israel**

**Mandatory Full Cashless Option Exercise.** Due to local tax requirements, GE HealthCare mandates that your Option must be exercised pursuant to a broker-assisted cashless method of exercise.

**Holding and Sale of Shares.** Shares acquired through RSU and PSU vesting must be maintained in the UBS Financial Services account until the shares are sold through UBS Financial Services with the net sales proceeds being paid through your current or most recent Israeli employer.

The obligation to maintain any shares acquired through RSU and PSU vesting will apply even when you leave GE HealthCare. Your current or most recent Israeli employer will withhold the applicable Israeli taxes and any other applicable compulsory payments such as national insurance and health tax prior to transferring to you the sale proceeds. Sales which occur subsequent to the termination of GE HealthCare employment will be subject to the highest applicable withholding rate. Upon termination of employment, your Israeli employer may require you to provide a guarantee for the cash payment upon the sale of the shares.

**Indemnification for Tax Liabilities.** As a condition of the grant of the Awards, you expressly consent and agree to indemnify the Company and/or its Affiliates and hold them harmless from any and all liability attributable to taxes, interest or penalties thereon, including without limitation, liabilities relating to the necessity to withhold any taxes.

**Securities Law Notification.** The grant of the Award does not constitute a public offering under the Securities Law, 1968.

### **Italy**

**Mandatory Full Cashless Option Exercise.** Due to local legal requirements, your Option must be exercised pursuant to a broker-assisted cashless method of exercise.

**Restrictive Covenants.** Paragraph (ii) of Section 6 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Stock Option Grant Agreement, of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Restricted Stock Unit Grant Agreement, and of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Performance Stock Unit Grant Agreement does not apply.

**Plan Document Acknowledgement.** You acknowledge that by accepting this Award, you have been given access to the Plan document, has reviewed the Plan, the applicable Grant Agreement and this Addendum in their entirety and fully understands and accepts all provisions of the Plan, the Grant Agreement and this Addendum. Further, you specifically and expressly approve the following clauses of the Grant Agreement: Vesting; Delivery and Tax

Withholding; Additional Requirements; Entire Agreement; Electronic Delivery; and Global Addendum and the following clauses under Section A of this Addendum: Nature of the Awards; Responsibility for Taxes and Other Legal Obligations; Electronic Delivery and Acceptance; Data Privacy; Governing Law and Venue; and Imposition of Other Requirements.

#### **Japan**

There are no country-specific provisions.

#### **Korea**

**Domestic Broker Restriction.** Currently, Korean residents may not be permitted to sell foreign securities (such as the shares) through non-Korean brokers (such as UBS Financial Services) or deposit funds resulting from the sale of shares in an overseas financial institution. Therefore, prior to selling the shares acquired under the Plan, you may be required to transfer the shares to a domestic investment broker. You are solely responsible for engaging such domestic broker. On December 29, 2023, the Financial Services Commission (the "FSC"), issued an advance notice of legislative action which may allow the Korean residents to dispose of overseas-listed securities without using Korean licensed brokers as early as March 2024, subject to the public comment process. Because the exchange control regulations may change without notice, you should consult with a personal legal advisor to ensure compliance with any exchange control regulations applicable to any aspect of your participation in the Plan.

#### **Malaysia**

**Director Notification Information.** If you are a director of a Malaysian Affiliate of GE HealthCare, you are subject to certain notification requirements under the Malaysian Companies Act, 2016. Among these requirements is an obligation to notify the Malaysian Affiliate in writing when you receive an interest (e.g., Options, RSUs, PSUs, or shares) in GE HealthCare or any related companies. In addition, you must notify the Malaysian Affiliate when you sell any shares or any related company (including when you sell shares acquired through exercise of your Option or pursuant to any other Award granted under the Plan). Additionally, you must also notify the Malaysian Affiliate of GE HealthCare if there are any subsequent changes in your interest in GE HealthCare or any related company. These notifications must be made within 14 days of receiving, acquiring or disposing of any interest in GE HealthCare or any related company.

#### **Mexico**

**Labor Law Policy and Acknowledgement.** By accepting the Awards granted under the Plan, you expressly recognize that GE HealthCare, with registered offices at 500 W. Monroe Street, Chicago, IL 60661 U.S.A., is solely responsible for the administration of the Plan and that your participation in the Plan and your acquisition of shares does not constitute an employment relationship between yourself and GE HealthCare since you are participating in the Plan on a wholly commercial basis and your sole employer is the applicable GE HealthCare Affiliate in

Mexico ("GE HealthCare-Mexico"). Based on the foregoing, you expressly recognize that the Plan and the benefits that you may derive from your participation in the Plan do not establish any rights between yourself and your employer, GE HealthCare-Mexico, and do not form part of the employment conditions and/or benefits provided by GE HealthCare-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment.

*Al aceptar los premios bajo el Plan, usted expresamente reconoce que GE HealthCare, con sus oficinas registradas en 500 W. Monroe Street, Chicago, IL 60661 U.S.A., es el único responsable de la administración del Plan y que su participación en el Plan y su adquisición de acciones no constituyen una relación de empleo entre usted y GE HealthCare. Usted está participando en el Plan a nivel comercial y su único empleador es la compañía correspondiente afiliada a GE HealthCare en México ("GE HealthCare-México"). Basado en lo anterior, usted expresamente reconoce que el Plan y los beneficios que le corresponden a usted por su participación en el Plan no establecen derechos entre usted y su empleador, GE HealthCare-México, y no forman parte de las condiciones de empleo ni de los beneficios otorgados a usted por GE HealthCare-México. Cualquier cambio en el Plan o la suspensión del mismo no constituye un cambio ni un impedimento de sus términos y condiciones de empleo.*

**Restrictive Covenants.** The following language replaces Section 6 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Stock Option Grant Agreement, Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Restricted Stock Unit Grant Agreement, and Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Performance Stock Unit Grant Agreement in its entirety:

"During the Grantee's employment with the Company or its Affiliate, and for the one-year period following termination of such employment (the "Restriction Period"), the Grantee will not, without prior written approval from the Committee: (a) whether on his or her own behalf or in conjunction with any other person or third party, directly or indirectly solicit or encourage any person who is a Lead Professional Band or higher employee of the Company or any of its Affiliates (a "Restricted Person") to terminate his or her employment relationship with, or accept any other employment outside of, the Company and its Affiliates; (b) directly hire, or recommend or cause to be hired by an entity for which the Grantee works, or with which the Grantee is otherwise associated or owns more than a 1% ownership interest, any person who is, or was within one year before or after the Grantee's termination of employment with the Company and its Affiliates, a Restricted Person; or (c) provide any non-public information regarding any Restricted Person, including, but not limited to, compensation data, performance evaluations, skill sets or qualifications, etc., to any external person in connection with employment outside the Company and its Affiliates, including, but not limited to, recruiters and prospective employers. The above

restrictions do not apply once a Restricted Person has been formally notified of his or her impending layoff from the Company or any of its Affiliates.

In addition, the Grantee agrees that during the Restriction Period, the Grantee will not, without prior written approval from the Committee, whether directly or indirectly, perform activities or services in the Restricted Area for any Competitive Company which: (a) are similar in nature to the activities and services the Grantee performed for the Company or its Affiliate (or gained confidential information about, as described in the Employee Innovation and Proprietary Information Agreement or "EIPIA") during the last two years of Grantee's employment; and/or (b) will include Grantee working on products or services that are competitive with the products or services the Grantee worked on during the last two years of Grantee's employment with the Company or its Affiliate. The term "Competitive Company" means any company or other third party that provides products and services that are competitive with the Company or its Affiliates. The term "Restricted Area" means for any Grantees in the Executive Band on the Grant Date, the area in which the Grantee is performing the majority of his or her duties for the Company, and for Grantees in the Executive Director and above Bands on the Grant Date, the country in which the Grantee is based, in each case where the Company or its Affiliate has substantial business operations as of Grantee's termination of employment and in which the Grantee has provided services, had a material presence or influence, or received confidential information about (as described in the EIPIA and any other confidentiality agreements signed by Grantee) at any time during the last two years of the Grantee's employment with the Company or its Affiliate. The Grantee understands and agrees that, given the nature of the business of the Company and its Affiliates and the Grantee's position with the Company or its Affiliate, the foregoing Restriction Period and Restricted Area are reasonable and appropriate to protect the Company's legitimate business interests and goodwill.

Furthermore, during the Grantee's employment with the Company or its Affiliate, and for all periods thereafter, the Grantee will not breach his or her EIPIA or otherwise disclose the Company's or Affiliate's non-public information.

The Grantee agrees that any breach by him or her of the foregoing obligations inevitably would cause substantial and irreparable damage to the Company and its Affiliates for which money damages may not be an adequate remedy. Accordingly, the Grantee agrees that the Company and its Affiliates will be entitled to an injunction and/or other equitable relief, to prevent the breach of such obligations. The Grantee also agrees to indemnify and hold the Company and its Affiliates harmless from any loss, claim or damages, including, without limitation, all reasonable attorneys' fees, costs and expenses incurred in

enforcing its rights under this Grant Agreement, as well as repay any payments made hereunder (regardless of whether the Award is vested), except to the extent that such reimbursement is prohibited by law.

The Grantee agrees that the payment and benefits provided for in the Grant Agreement constitute fair and reasonable consideration for Grantee's compliance with this section".

Alteration/Termination. The following language replaces Section 8 ("Alteration/Termination") of the Stock Option Grant Agreement, Section 9 ("Alteration/Termination") of the Restricted Stock Unit Grant Agreement, and Section 9 ("Alteration/Termination") of the Performance Stock Unit Grant Agreement, in its entirety:

"Under the express terms of this Grant Agreement, the Committee shall have the right at any time in its sole discretion to amend, alter, suspend, discontinue or terminate any Award without the consent of the Grantee. Furthermore, if the Company determines in its sole discretion that the Grantee has engaged in conduct that (a) constitutes a breach of this Grant Agreement, the EIPIA or any other confidentiality, non-solicitation, or non-competition agreement with the Company or its Affiliates, (b) results in (or has the potential to cause) material harm financially, reputationally, or otherwise to the Company or its Affiliates or (c) occurred prior to the Grantee's termination of employment and would give rise to a termination for Cause, any unexercised portion of the Option or any unvested RSUs or PSUs shall be cancelled immediately, and any amounts previously conveyed under this Grant Agreement shall be subject to recoupment to the extent permitted under local law. In any event, the Award provided under this Grant Agreement shall be further subject to the Company's policy with respect to compensation recoupment, as in effect and amended from time to time, to the extent permitted under local law. The Grantee agrees that the Company may take any such actions as are necessary to effectuate recoupment or applicable law without further consent or action being required by the Grantee, including issuing instructions to any Third-Party Administrator to (i) hold the Grantee's shares and other amounts acquired under the Plan and/or (ii) reconvey, transfer, or otherwise return such shares and other assets to the Company. Also, the Award shall be null and void to the extent the grant of the Award or the exercise or vesting thereof is prohibited under the laws of the country of residence of the Grantee.

The definition of "Cause" is revised in its entirety and shall include: (a) breach of the Employee Innovation and Proprietary Information Agreement or any other confidentiality, non-solicitation, or non-competition agreement with the Company or Affiliate, or breach of a material term of any other agreement with

the Company or Affiliate; (b) engagement in conduct that results in, or has the potential to cause, material harm financially, reputationally, or otherwise to the Company or its Affiliate; (c) commission of an act of dishonesty, fraud, embezzlement or theft; (d) conviction of, or plea of guilty or no contest to a felony or crime involving moral turpitude; or (e) failure to comply with the Company's or Affiliate's policies and procedures, including, but not limited to, the Company's code of conduct set forth in the Company's integrity manual The Spirit and Letter."

**Securities Law Notification.** The Award and any shares acquired under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Grant Agreements and any other document relating to the Awards may not be publicly distributed in Mexico. These materials are addressed to you because of your existing relationship with the Company or one of its Affiliates, and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities, but rather constitutes a private placement of securities addressed specifically to individuals who are present employees and/or service providers of the Company or one of its Affiliates made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

#### **Morocco**

**Mandatory Full Cashless Option Exercise.** Due to local legal requirements, your Option must be exercised pursuant to a broker-assisted cashless method of exercise.

**Local Cash Settlement of Award.** In addition, notwithstanding anything in the Grant Agreement or the Addendum to the contrary, the Award shall be settled in cash only paid by the Service Recipient through local payroll (and shall not be settled in shares issued by the Company).

**Nature of the Awards.** You understand and agree that your Awards are granted as an incentive, for investment purposes, and to employees only.

#### **Mozambique**

**Mandatory Full Cashless Option Exercise.** Due to local legal requirements, your Option must be exercised pursuant to a broker-assisted cashless method of exercise.

#### **Netherlands**

There are no country-specific provision.

#### **New Zealand**

**Securities Law Notification.** You are being offered an opportunity to participate in the Plan. In compliance with an exemption to the New Zealand Financial Markets Conduct Act 2013, you are hereby notified that, you have the right to receive, free of charge, a copy of GE HealthCare's latest annual report and a copy of the relevant financial statements of GE HealthCare. Such documents are available for your review on GE HealthCare's external and/or internal sites at the web addresses listed below. In addition, in connection with the opportunity to participate in the Plan, you are being provided with a copy of the Plan, Grant Agreements, and the Plan Prospectus via the UBS Financial Services portal.

1. The Company's most recent annual report: *Once filed, this can be found at*

<https://investor.gehealthcare.com/financial-information/sec-filings>

2. The Company's most recently published financial statements:

<https://investor.gehealthcare.com/financial-information/sec-filings>

### **Warning**

This is an offer of Options, RSUs or PSUs. If the Options are exercised or the RSUs or PSUs vest and you receive shares in GE HealthCare, the shares will give you a stake in the ownership of GE HealthCare. You may receive a return if dividends are paid.

If GE HealthCare runs into financial difficulties and is wound up, you will be paid only after all creditors have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision.

The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

GE HealthCare's shares are listed on Nasdaq. This means you may be able to sell GE HealthCare's shares, if received with respect to the Options, RSUs or PSUs, on the NYSE if there are interested buyers. You may get less than you invested. The price will depend on the demand for GE HealthCare's shares.

### **Norway**

There are no country-specific provision.

#### **Pakistan**

**Mandatory Full Cashless Option Exercise.** Due to local legal requirements, your Option must be exercised pursuant to a broker-assisted cashless method of exercise.

**Forced Sale of Shares.** The Company reserves the right to force the immediate sale of the shares to be issued upon vesting and/or exercise of the Award. If applicable, you agree that the Company is authorized to instruct its designated broker, on your behalf, to assist with the mandatory sale of such shares and you expressly authorize the Company's designated broker to complete the sale of such shares. You expressly acknowledge that the Company's designated broker is under no obligation to arrange for the sale of shares at any particular price. Upon the sale of shares, you shall receive the cash proceeds from the sale of shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. You also acknowledge that you are unaware of any material non-public information with respect to the Company or any securities of the Company as of the date of the Grant Agreements.

#### **Poland**

**Restrictive Covenants.** Paragraph (ii) of Section 6 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Stock Option Grant Agreement, of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Restricted Stock Unit Grant Agreement, and of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Performance Stock Unit Grant Agreement does not apply.

#### **Portugal**

**Language Consent.** You hereby expressly declare that you have full knowledge of the English language and have read, understood and fully accepted and agreed with the terms and conditions established in the Plan and the Grant Agreements.

**Conhecimento da Língua.** *Pelo presente instrumento, você declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo.*  
**Securities Law Information.** The addendum for the EU, attached hereto as Appendix A, does not apply to your grant of Awards because the grant is not being made pursuant to the employee share scheme exemption under the EU Prospectus Regulation.

**Restrictive Covenants.** Paragraph (ii) of Section 6 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Stock Option Grant Agreement, of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Restricted Stock Unit



Grant Agreement, and of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Performance Stock Unit Grant Agreement does not apply.

### **Philippines**

Necessary Approvals. The Award and the shares underlying the Award are subject to certain securities approval/confirmation requirements in the Philippines with the Philippine Securities and Exchange Commission. Notwithstanding any provision of the Plan or the Grant Agreement to the contrary, if the Company has not obtained, or does not maintain, the necessary securities approval/confirmation, you will not vest in the Award, Options cannot be exercised and no shares will be issued under the Plan. The Award shall vest and shares shall be issued only if and when all necessary securities approvals/confirmations have been obtained and are maintained.

Securities Law Notification. You will not be able to acquire shares upon vesting and settlement of your Award unless the issuance of Shares complies with all applicable laws and regulations as determined by the Company. The Company assumes no liability if your Award cannot be vested and/or exercised and will not provide you with any benefits/compensation in lieu of the Award.

If Participant acquires shares upon vesting and/or exercise and settlement of the Award, Participant is permitted to dispose of or sell such shares, provided the offer and resale of the shares takes place outside of the Philippines through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the Nasdaq Stock Market LLC in the United States of America.

### **Russia**

Securities Law Notification. You acknowledge that the grant of Awards, the Plan and all other materials you may receive regarding participation in the Plan do not constitute an advertising or offering of securities in Russia. The issuance of securities pursuant to the Plan has not and will not be registered in Russia and therefore, the securities described in any Plan-related documents may not be used for offering or public circulation in Russia.

You further acknowledge that in no event will shares that may be issued to you with respect to the RSUs and PSUs be delivered to you in Russia; all shares issued to you with respect to the RSUs and PSUs will be maintained on your behalf in the United States.

You are not permitted to sell shares directly to a Russian legal entity or resident.

Cash Settlement of Award. In addition, notwithstanding anything in the Grant Agreement or the Addendum to the contrary, the Company may, for legal or administrative reasons, decide to settle the Award in cash (in which case no shares will be issued by the Company).

### **Saudi Arabia**

Local Cash Settlement of Award. Notwithstanding anything in the Grant Agreement or the Addendum to the contrary, unless otherwise determined by the Company, the Award shall be settled in cash only paid by the Service Recipient through local payroll (and shall not be settled in shares issued by the Company).

### **Singapore**

Director Notification Information. If you are a director, associate director, shadow director or chief executive officer of a Singapore Affiliate of the Company, you are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Singaporean Affiliate in writing when you receive an interest in shares (e.g., Options, RSUs, PSUs or shares) in GE HealthCare or any related companies. In addition, you must notify the Singapore Affiliate when you sell shares of GE HealthCare or any related company (including when you sell shares acquired through the exercise of your Option or pursuant to any other Award granted under the Plan) or if there is any change in the particulars of your interest. These notifications must be made within two business days of acquiring or disposing of any interest in shares of GE HealthCare or any related company or any change in any particulars of your interest. In addition, a notification must be made of your interests in shares of GE HealthCare or any related company within two business days of becoming a director or chief executive officer, as applicable.

### **South Africa**

Approval Requirement. Optionees who wish to perform share purchase exercises must obtain local HR and legal approval (including Bank approval) before a share purchase exercise will be transacted.

Securities Law Information. In compliance with South African securities law, you acknowledge that you have been notified that the documents listed below are available for review as indicated:

1. a copy of the Company's most recent financial reports: [Quarterly Results | GE HealthCare](#)
2. a copy of the Plan is available at: [GE HealthCare Technologies Inc. 2023 Long-Term Incentive Plan](#)
3. a copy of the Plan Prospectus is available by sending an email to [GEHC.Equity@gehealthcare.com](mailto:GEHC.Equity@gehealthcare.com)

You acknowledge that you may obtain a copy of the above documents, without fee, by contacting: GE HealthCare Technologies Inc. Executive Compensation Administration by sending an email to [GEHC.Equity@gehealthcare.com](mailto:GEHC.Equity@gehealthcare.com) or by mailing a written request to: 500 W. Monroe St., Chicago, IL 60661, Unites States of America.

You are advised to carefully read the materials provided before making a decision whether to participate in the Plan and to contact your tax advisor for specific information concerning your personal tax situation with regard to Plan participation.

### **Spain**

**No Special Employment or Similar Rights** You understand that GE HealthCare has unilaterally, gratuitously, and discretionally decided to distribute Awards under the Plan to individuals who may be employees of the Company or its Affiliates throughout the world. The decision is a temporary decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind GE HealthCare or any of its Affiliates presently or in the future, other than as specifically set forth in the Plan and the terms and conditions of your Option, RSU or PSUs grants. Consequently, you understand that any grant is given on the assumption and condition that it shall not become a part of any employment contract (either with GE HealthCare or any of its Affiliates) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever. Further, you understand and freely accept that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary grant since the future value of the Awards and underlying shares is unknown and unpredictable. In addition, you understand that this grant would not be made to you but for the assumptions and conditions referred to above; thus, you acknowledge and freely accept that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of Awards shall be null and void and the Plan shall not have any effect whatsoever.

Further, the Awards provide a conditional right to shares and may be forfeited or affected by your termination of employment, as set forth in the Grant Agreements. For avoidance of doubt, your rights, if any, to the Awards upon termination of employment shall be determined as set forth in the Grant Agreements, including, without limitation, where (i) you are considered to be unfairly dismissed without good cause; (ii) you are dismissed for disciplinary or objective reasons or due to a collective dismissal; (iii) you terminate service due to a change of work location, duties or any other employment or contractual condition; or (iv) you terminate service due to the Company's or any of its Affiliates' unilateral breach of contract. Consequently, the termination of your employment for any of the above reasons shall be deemed an "Other Termination of Employment" or any termination other than an enumerated termination circumstance under your Grant Agreements, unless otherwise determined by the Company, in its sole discretion.

**Securities Law Notification.** The Awards granted under the Plan do not qualify as securities under Spanish regulations. By the grant of the Awards, no "offer of securities to the public", as defined under Spanish law, has taken place or will take place in Spanish territory. The present document and any other document relating to the offer of Awards under the Plan has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores* (Spanish Securities Exchange Commission), and it does not constitute a public offering prospectus.

Restrictive Covenants. The following language replaces Section 6 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Stock Option Grant Agreement, Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Restricted Stock Unit Grant Agreement, and Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Performance Stock Unit Grant Agreement in its entirety:

"The Award and related benefits deriving from this Grant Agreement (i.e., Dividend Equivalent cash amounts) are provided to the Grantee in consideration of, and as an adequate economic compensation for, the Grantee's execution and due compliance of the post-contractual (after employment termination) non-solicitation limitations that he/she undertakes pursuant to this Section of the Grant Agreement and/or in any existing non-competition agreement with the Company or any of its Affiliates

During the Grantee's employment with the Company or its Affiliate, and for the one-year period following termination of such employment (the "Restriction Period"), the Grantee will not, without prior written approval from the Committee: (a) whether on his or her own behalf or in conjunction with any other person or third party, directly or indirectly solicit or encourage any person who is a Lead Professional Band or higher employee of the Company or any of its Affiliates (a "Restricted Person") to terminate his or her employment relationship with, or accept any other employment outside of, the Company and its Affiliates; (b) directly hire, or recommend or cause to be hired by an entity for which the Grantee works, or with which the Grantee is otherwise associated or owns more than a 1% ownership interest, any person who is, or was within one year before or after the Grantee's termination of employment with the Company and its Affiliates, a Restricted Person; or (c) provide any non-public information regarding any Restricted Person, including, but not limited to, compensation data, performance evaluations, skill sets or qualifications, etc., to any external person in connection with employment outside the Company and its Affiliates, including, but not limited to, recruiters and prospective employers. The above restrictions do not apply once a Restricted Person has been formally notified of his or her impending layoff from the Company or any of its Affiliates.

Furthermore, during the Grantee's employment with the Company or its Affiliate, and for all periods thereafter, the Grantee will not breach his or her Employee Innovation and Proprietary Information Agreement or "EIPIA" or otherwise disclose the Company's or Affiliate's non-public information.

In consideration for the post-contractual non-solicitation undertakings assumed by the Grantee pursuant to this Section of the Grant Agreement and/or in any existing non-competition agreement with the Company or any of its affiliates, the Grantee will receive adequate compensation, which will consist of

the economic gain that the Grantee will obtain from the Award (including any related cash amounts).

During the Restriction Period, the Grantee will commit himself/herself to notify the Company and its Affiliates, within a period of five business days after his/her commencement of a new activity (whether in his/her own name or on behalf of any other person, any other company or entity or in any of those cases specified in this Section), of the name of the company or companies that engage his/her services, whether under an employment contract or a services agreement, the activity of the company or companies, and the duties that the Grantee will carry out in such company or companies.

The Grantee agrees that in case he/she would breach the non-solicitation covenants, the Grantee shall be obliged to reimburse to the Company and its Affiliates, without limitation, the full amounts he/she would have obtained as post-contractual compensation (whether by means of the Award, any cash amounts and any additional cash lump-sum payment).

To the extent permitted under local law, the Company and its Affiliates will be entitled to an injunction and/or other equitable relief, without the necessity of posting security, to prevent the breach of such obligations. The Grantee also agrees to indemnify and hold the Company and its Affiliates harmless from any loss, claim or damages, including, without limitation, all reasonable attorneys' fees, costs and expenses incurred in enforcing its rights under this Grant Agreement, as well as repay any payments made hereunder (regardless of whether the Award is vested), except to the extent that such reimbursement is prohibited by law.

The Grantee agrees that (i) the Company and its Affiliates hold an effective and evident commercial and industrial interest in regulating the non-solicitation covenants; (ii) the compensation agreed is totally adequate and highly compensates the post-contractual limitations assumed by the Grantee; and (iii) since any breach by him or her of the foregoing obligations inevitably would cause substantial and irreparable damage to the Company and its Affiliates, that the agreed money damages are fair."

Cause. The definition of "Cause" provided under the Plan is revised in its entirety to read as follows:

"For this purpose, "Cause" shall be determined by the Company in its sole discretion and includes: (a) breach of the Employee Innovation and Proprietary Information Agreement or any other confidentiality, non-solicitation, or non-competition agreement with the Company or Affiliate, or breach of a material term of any other agreement with the Company or Affiliate; (b) engagement in

conduct that results in, or has the potential to cause, material harm financially, reputationally, or otherwise to the Company or its Affiliate; (c) commission of an act of dishonesty, fraud, willful malfeasance or willful misconduct, embezzlement or theft; (d) conviction of, or plea of guilty or no contest to a felony or crime involving moral turpitude; or (e) failure to comply with the Company's or Affiliate's policies and procedures, including, but not limited to, the Company's code of conduct set forth in the Company's integrity manual, The Spirit and Letter."

## **Sweden**

**Responsibility for Taxes.** The following provision supplements Section A(2) of this Addendum:

Without limiting the Company's and the Service Recipient's authority to satisfy any withholding obligations for Tax-Related Items as set forth in Section 4 of the GE HealthCare Restricted Stock Unit Grant Agreement and GE HealthCare Performance Stock Unit Grant Agreement and Section A(2) of this Addendum, by accepting the Award, you authorize the Company and/or the Service Recipient to withhold shares or to sell shares otherwise deliverable to you upon vesting/settlement/exercise of the Award to satisfy any liability you may have for Tax-Related Items, regardless of whether the Company and/or the Service Recipient have any statutory or regulatory obligation to withhold such Tax-Related Items.

**Restrictive Covenants.** Paragraph (ii) of Section 6 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Stock Option Grant Agreement, of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Restricted Stock Unit Grant Agreement, and of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Performance Stock Unit Grant Agreement does not apply.

## **Switzerland**

**Securities Law Notification.** The grant is considered a private offering in Switzerland and is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Award (1) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), (2) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee or service provider of the Company or any of its Affiliates, or (3) have been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority).

## **Turkey**

**Securities Law Information.** The grant of Awards under the Plan is only available to employees of the Company and its Affiliates, and is intended to be a private offering. Under Turkish law, you are not permitted to sell shares acquired under the Plan in Turkey. Shares are currently

traded on the Nasdaq Stock Market LLC in the U.S. under the ticker symbol "GEHC" and shares may be sold on this exchange only, which is located outside of Turkey.

#### **United Arab Emirates**

**Securities Law Notification.** The Plan is only being offered to Eligible Persons and is in the nature of providing equity incentives to service providers of the Company's Affiliate in the United Arab Emirates. The Plan and the Grant Agreements are intended for distribution only to such Eligible Persons and must not be delivered to, or relied on by, any other person. You should conduct your own due diligence on the Award offered pursuant to the Grant Agreements. If you do not understand the contents of the Plan and/or the Grant Agreement, you should consult an authorized financial adviser.

The Awards and the shares underlying the Awards have not been reviewed by or registered with the Emirates Securities and Commodities Authority, the Dubai Financial Services Authority, the U.A.E. Central Bank or any other governmental authority in the United Arab Emirates, and have not been authorized or licensed for offering, marketing or sale in the United Arab Emirates. As such, the Awards and shares underlying them are not being offered or sold in the United Arab Emirates. This offering is being made in, and any related materials are subject to, the laws, regulations and rules of a jurisdiction outside the United Arab Emirates.

#### **United Kingdom**

**Application of the Addendum.** This Addendum only applies to Awards that are not granted as tax-qualified awards pursuant to the UK Sub-Plan to the Plan.

**Joint Election.** It is a further condition of delivery of any shares pursuant to the exercise of Options or the vest of RSUs or PSUs that you will, if required to do so by the Company, enter into a joint election under section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 of the United Kingdom ("ITEPA"), the effect of which is that the shares will be treated as if they were not restricted securities and that sections 425 to 430 of ITEPA will not apply to those shares.

**Restrictive Covenants.** The following language replaces Section 6 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Stock Option Grant Agreement, Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Restricted Stock Unit Grant Agreement, and Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Performance Stock Unit Grant Agreement in its entirety:

"During the Grantee's employment with the Company or its Affiliate, and for the one-year period following termination of such employment (reduced by any period the Grantee spends on garden leave) (the "Restriction Period"), the Grantee will not, without prior written approval from the Committee: in the course of any business concern which is in competition with those parts of the

Company's or any of its Affiliates' business with which the Grantee was involved to a material extent in the 12 months before termination of his or her employment ("Restricted Business") (a) whether on his or her own behalf or in conjunction with any other person or third party, directly or indirectly solicit or encourage any person who is a Lead Professional Band or higher employee of the Company or any of its Affiliates who could materially damage the Company's or any of its Affiliates' interests if they were involved in any business concern which competes with any Restricted Business and with whom the Grantee dealt in the 12 months before termination of his or her employment (a "Restricted Person") to terminate his or her employment relationship with, or accept any other employment outside of, the Company and its Affiliates; (b) directly hire, or recommend or cause to be hired by an entity for which the Grantee works, or with which the Grantee is otherwise associated or owns more than a 1% ownership interest, any Restricted Person; or (c) provide any non-public information regarding any Restricted Person, including, but not limited to, compensation data, performance evaluations, skill sets or qualifications, etc., to any external person in connection with employment outside the Company and its Affiliates, including, but not limited to, recruiters and prospective employers. The above restrictions do not apply once a Restricted Person has been formally notified of his or her impending layoff from the Company or any of its Affiliates.

In addition, the Grantee agrees that during the Restriction Period, the Grantee will not, without prior written approval from the Committee, whether directly or indirectly, perform activities or services in the Restricted Area for any Competitive Company which: (a) are similar in nature to the activities and services the Grantee performed for the Company or its Affiliate (or gained confidential information about, as described in the Employee Innovation and Proprietary Information Agreement or "EIPIA") during the last two years of Grantee's employment; and/or (b) will include Grantee working on products or services that are competitive with the products or services the Grantee worked on during the last two years of Grantee's employment with the Company or its Affiliate. The term "Competitive Company" means any company or other third party that provides products or services that are competitive with the Company or its Affiliates. The term "Restricted Area" means for Grantees in the Executive Band, the area in which the Grantee is performing the majority of his or her duties for the Company, and for Grantees in the Executive Director and above Bands, the country in which the Grantee is based, in each case where the Company or its Affiliate has material business operations as of Grantee's termination of employment and in which the Grantee has provided services, had a material presence or influence, or received confidential information about (as described in the EIPIA and any other confidentiality agreements signed by the Grantee) at any time during the last two years of the Grantee's employment with



the Company or its Affiliate. The Grantee understands and agrees that, given the nature of the business of the Company and its Affiliates and the Grantee's position with the Company or its Affiliate, the foregoing Restriction Period and Restricted Area are reasonable and appropriate to protect the Company's legitimate business interests and goodwill.

Furthermore, during the Grantee's employment with the Company or its Affiliate, and for all periods thereafter, the Grantee will not breach his or her EIPIA or otherwise disclose the Company's or Affiliate's non-public information.

The Grantee agrees that any breach by him or her of the foregoing obligations inevitably would cause substantial and irreparable damage to the Company and its Affiliates for which money damages may not be an adequate remedy. Accordingly, the Grantee agrees that the Company and its Affiliates will be entitled to an injunction and/or other equitable relief, without the necessity of posting security, to prevent the breach of such obligations. The Grantee also agrees to indemnify and hold the Company and its Affiliates harmless from any loss, claim or damages, including, without limitation, all reasonable attorneys' fees, costs and expenses incurred in enforcing its rights under this Grant Agreement, as well as repay any payments made hereunder (regardless of whether the Award is vested), except to the extent that such reimbursement is prohibited by law.

The Grantee agrees that the payment and benefits provided for in the Grant Agreement constitute fair and reasonable consideration for Grantee's compliance with this section."

Responsibility for Taxes. The following provision supplements Section 4 of the GE HealthCare Restricted Stock Unit Grant Agreement and GE HealthCare Performance Stock Unit Grant Agreement and Section A(2) of this Addendum:

Without limitation to Section 4 of the GE HealthCare Restricted Stock Unit Grant Agreement and GE HealthCare Performance Stock Unit Grant Agreement and Section A(2) of this Addendum, you agree to be liable for any Tax-Related Items and hereby covenants to pay any such Tax-Related Items, as and when requested by the Company or the Service Recipient or the HM Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). You agree to indemnify and keep indemnified the Company and the Service Recipient against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on your behalf.

Notwithstanding the foregoing, if you are an executive officer or director (as within the meaning of Section 13(k) of the Exchange Act), you understand that you may not be able to indemnify the Company for the amount of any Tax-Related Items not collected from or paid by you, in which case the indemnification could be considered to be a loan. In

this case, the Tax-Related Items not collected or paid may constitute a benefit to you on which additional income tax and National Insurance Contributions ("NICs") may be payable. You acknowledge that you will be personally responsible for reporting and paying any income tax due on this additional benefit directly to the HMRC under the self-assessment regime and for paying the Company or the Service Recipient, as applicable, for the value of any employee NICs due on this additional benefit, which may also be recovered from you by any of the means referred to in Section A(2) of this Addendum.

#### **Venezuela**

Securities Law Notification. You acknowledge that: (i) this offer is personal, private, exclusive and non-transferable; (ii) you have been selected to receive a grant only because you meet the eligibility requirements contained in the Plan; and (iii) this offer is not being communicated using any means of publicity.

Restrictive Covenants. Paragraph (ii) of Section 6 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Stock Option Grant Agreement, of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Restricted Stock Unit Grant Agreement, and of Section 7 ("Non-solicitation, Non-competition and Compliance with Agreements") of the Performance Stock Unit Grant Agreement does not apply.

#### **Vietnam**

Mandatory Full Cashless Option Exercise. Due to local legal requirements, your Option must be exercised pursuant to a broker-assisted cashless method of exercise.

Exchange Control Requirements. Further, if you are a Vietnamese national, you understand and agree that the RSUs or PSUs granted under the Plan are subject to the following restrictions:

- (i) To facilitate compliance with applicable exchange control requirements, in the Company's sole discretion, the shares issued upon vesting of the RSUs may be required to be sold, either on or about the vesting date, or within 90 calendar days following the termination of your active employment with GE HealthCare and its Affiliates. Thus, by your acceptance of the RSUs or PSUs and the shares issued upon vesting of the RSUs, you agree to the sale of any such shares as set forth in the preceding sentence and you authorize UBS Financial Services (or any successor broker designated by GE HealthCare) to complete any such required sale.
- (ii) If, in the Company's discretion, shares issued upon vesting of the RSUs or PSUs are not sold on or about the vesting date, you understand and agree that you must maintain the shares in your UBS Financial Services account until the shares are sold through UBS Financial Services.

- (iii) Finally, under local law, you are required to repatriate to Vietnam the cash proceeds you receive from cashless Option exercises and the sale of shares acquired through RSU or PSU vesting. In the Company's discretion, such repatriation of proceeds may occur through an account established by the Company, or an Affiliate of the Company. By accepting Awards under the Plan and any shares issued pursuant to such Awards, you consent and agree that your cash proceeds under the Plan may be transferred to such account prior to being delivered to you.

## Appendix A

### **Addendum to the GE HealthCare Technologies Inc. 2023 Long-Term Incentive Plan For Stock Option Awards and Restricted Stock Unit Awards for the Employees in the European Economic Area and the United Kingdom**

#### **Introduction**

We are pleased to offer you the opportunity to participate in the GE HealthCare Technologies Inc. 2023 Long-Term Incentive Plan (the “Plan”). Under the Plan, you may be granted stock options (“Options”), restricted stock units (“RSUs”), and/or performance stock units (“PSUs”) that will enable you to acquire shares of GE HealthCare Technologies Inc. (“GE HealthCare”) common stock.

#### **Reasons for the Offer**

The purpose of the Plan is attract, retain and motivate employees, officers and non-employee directors. Stock and performance-based compensation provided under this Plan is design to align such individuals' interests and efforts with those of the Company's shareholders.

#### **Details of the Offer**

##### ***Options***

Any Options granted to you under the Plan give you the right, but not the obligation, to purchase shares of GE HealthCare Common Stock at a fixed exercise price. The exercise price will be at least equal to the fair market value of a share of GE HealthCare Common Stock on the date that the Options are granted and will be stated in the GE HealthCare Stock Option Grant Agreement. The Options may be exercised once the vesting period is satisfied. The Options will vest pursuant to the schedule set forth in the GE HealthCare Stock Option Grant Agreement. If your employment with GE HealthCare or one of its Affiliates terminates prior to the vesting of the Options, depending on the reason for your employment termination, the vesting of your Options may be accelerated or your Options may be cancelled as of your termination date, as set forth in your GE HealthCare Stock Option Grant Agreement. Your GE HealthCare Stock Option Grant Agreement shall set out the detailed terms of the Options.

The number of shares subject to your Option will be set out in your GE HealthCare Stock Option Grant Agreement.

Options are granted at the discretion of the Talent, Culture and Compensation Committee of the Board of Directors of GE HealthCare.

There is no minimum number of Options that must be granted at one time. Options over shares of GE HealthCare Common Stock will not be granted in excess of the available share limitations set forth in Section V of the Plan. You may sell or transfer any shares of GE HealthCare Common Stock that you acquire through the exercise of your Options at any time.

### **RSUs**

Any RSUs granted to you under the Plan represent GE HealthCare's unsecured promise to issue one share of GE HealthCare Common Stock to you provided that you have been continuously employed by GE HealthCare or one of its Affiliates until the Vesting Date stated in the GE HealthCare Restricted Stock Unit Grant Agreement. Upon vesting of the RSUs, shares of GE HealthCare Common Stock will be issued to you free of all restrictions. You will not be required to pay any consideration to receive the shares. If your employment with GE HealthCare or one of its Affiliates terminates prior to the vesting of the RSUs, depending on the reason for your employment termination, the vesting of your RSUs may be accelerated or your RSUs may be cancelled as of your termination date, as set forth in your GE HealthCare Restricted Stock Unit Grant Agreement.

Further, during the RSU vesting period, you may be eligible to earn cash payments equal to any dividends paid to shareholders – these payments are referred to as "Dividend Equivalents." Each Dividend Equivalent payment that you receive will be equal to the number of RSUs you hold times the per share quarterly dividend payments made to shareholders of GE HealthCare's Common Stock. Such Dividend Equivalent payments will be accumulated during the vesting period and distributed to you by GE HealthCare when the related RSUs vest and the underlying shares are issued in accordance with the schedule and terms set forth in your GE HealthCare Restricted Stock Unit Grant Agreement.

Your GE HealthCare Restricted Stock Unit Grant Agreement will set out the detailed terms of the RSUs.

Any unpaid Dividend Equivalents attributable to RSUs that are cancelled will not be paid and are immediately forfeited upon cancellation of the RSUs.

The number of RSUs granted to you will be set out in your GE HealthCare RSU Grant Agreement.

RSUs are granted at the discretion of the Talent, Culture and Compensation Committee of the Board of Directors of GE HealthCare.

There is no minimum number of RSUs that must be granted at one time. RSUs over shares of GE HealthCare Common Stock will not be granted in excess of the available share limitations set forth in Section V of the Plan.

## **PSUs**

Any PSUs granted to you under the Plan represent GE HealthCare's unsecured promise to issue one share of GE HealthCare Common Stock to you provided that you have been continuously employed by GE HealthCare or one of its Affiliates until the Vesting Date stated in the GE HealthCare Performance Stock Unit Grant Agreement and the stated performance metric has been achieved. Upon vesting of the PSUs, shares of GE HealthCare Common Stock will be issued to you free of all restrictions. You will not be required to pay any consideration to receive the shares. If your employment with GE HealthCare or one of its Affiliates terminates prior to the vesting of the PSUs, depending on the reason for your employment termination, your PSUs may be cancelled and forfeited as of your termination date, as set forth in your GE HealthCare Performance Stock Unit Grant Agreement.

Further, during the PSU vesting period, you may be eligible to earn cash payments equal to any dividends paid to shareholders – these payments are referred to as "Dividend Equivalents." Each Dividend Equivalent payment that you receive will be equal to the number of PSUs you hold times the per share quarterly dividend payments made to shareholders of GE HealthCare's Common Stock. Such Dividend Equivalent payments will be accumulated during the vesting period and distributed to you by GE HealthCare when the related PSUs vest and the underlying shares are issued in accordance with the schedule and terms set forth in your GE HealthCare Performance Stock Unit Grant Agreement.

Your GE HealthCare Performance Stock Unit Grant Agreement will set out the detailed terms of the PSUs.

Any unpaid Dividend Equivalents attributable to PSUs that are cancelled will not be paid and are immediately forfeited upon cancellation of the PSUs.

The number of PSUs granted to you will be set out in your GE HealthCare Performance Stock Unit Grant Agreement.

PSUs are granted at the discretion of the Talent, Culture and Compensation Committee of the Board of Directors of GE HealthCare.

There is no minimum number of PSUs that must be granted at one time. PSUs over shares of GE HealthCare Common Stock will not be granted in excess of the available share limitations set forth in Section V of the Plan.

The Plan may be terminated at any time and for any reason. The Plan will continue until the 10<sup>th</sup> anniversary of the Plan's Effective Date, unless otherwise terminated, or, if earlier, when all shares reserved for issuance under the Plan have been issued.

**Who can take part?**

Any Eligible person, including any officer or non-employee director, of GE HealthCare or an Affiliate of GE HealthCare is eligible to participate in the Plan.

**Nature of the Securities Offered**

GE HealthCare is authorized to issue 40,853,352 shares under the Plan (subject to anti-dilution adjustments which may increase or decrease the number of shares subject to issuance, as detailed in the Plan) plus any shares that become available for issuance under the Plan pursuant to Section V(c). The shares are traded on the Nasdaq National Association of Securities Dealers Automatic Quotation System ("Nasdaq").

**Rights Attached to the shares**

The shares you acquire under the Plan are shares of common stock in GE HealthCare, which will allow you to participate in:

- Dividends – When GE HealthCare announces its financial results, it may decide to give a portion of its profits back to shareholders in the form of dividends.
- Voting – As a shareholder, you will be entitled to vote at GE HealthCare's general meetings where each of your shares will count as one vote.
- Information Reporting – As a shareholder, you will have the right to receive certain information from GE HealthCare such as the GE HealthCare's annual report to shareholders.

**Exemption from the Prospectus Regulation**

This document and the employee materials do not constitute a prospectus. The offer under the Plan is made in reliance on the employee share scheme exemption (Article 1(4)(i) from prospectus requirements set out in Regulation 2017/1129 of the European Parliament and of the Council of 14 June 2017 and in the said Regulation as transposed into UK law (the "Prospectus Regulation"). Accordingly, no prospectus or other document has been prepared and filed in relation to the Plan in your country.

**Information on the Issuer**

The issuer of the common stock that is offered under the Plan is GE HealthCare Technologies Inc., whose common stock is traded on Nasdaq under the ticker symbol "GEHC." The Company's current address is 500 W. Monroe Street, Chicago, Illinois, 60661 U.S.A. Additional information on the issuer can be found on its website at [www.gehealthcare.com](http://www.gehealthcare.com). The GE

HealthCare website also includes a page where information can be obtained on the stock price of GE HealthCare.

Details of the filings made by the GE HealthCare Technologies Inc. with the U.S. Securities and Exchange Commission (the "SEC") are available on the SEC website ([www.sec.gov](http://www.sec.gov)) on the Company's investor relations website (<https://investor.gehealthcare.com/financial-information/sec-filings>). You can also request copies of the filings from:

GE HealthCare Technologies Inc. Executive Compensation Administration  
[GEHC.Equity@gehealthcare.com](mailto:GEHC.Equity@gehealthcare.com)

### **Information on the Plan**

Requests for information about the Plan should be sent to:

GE HealthCare Technologies Inc. Executive Compensation Administration  
[GEHC.Equity@gehealthcare.com](mailto:GEHC.Equity@gehealthcare.com)

### **Issuer Statement**

Acting on behalf of the Company, to the best of my knowledge, the information contained in this document is in accordance with the facts, contains no omission likely to affect its import, and is, in particular, true, reliable and complete.

/s/ Mark Russert

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**Mark Russert**  
**Head of Global Total Rewards**



## Appendix B

### **GDPR Notice for Participants in the EU and UK**

#### **RE: GE HealthCare Technologies Inc. 2023 Long-Term Incentive Plan (the “Plan”)**

Dear Participant:

The EU General Data Protection Regulation (also known as the “EU GDPR”) came into force on May 25, 2018. The UK implementation of the EU GDPR (“UK GDPR”) applies following the UK’s withdrawal from the European Union (the UK GDPR, collectively with the EU GDPR, the “GDPR”). For the purposes of the GDPR, GE HealthCare Technologies Inc. (the “Company”) wants to make UK- and EU-based participants in the Plan aware that the Company holds certain Data (as defined below) about the participants. The Company also wants to explain why the Company holds this Data and to let each participant know how to raise any questions regarding the Company’s use of the Data. The purpose of this communication is to provide participants with this information.

This document constitutes a Notice under the GDPR. Copies of this Notice are also available by request using the contact details set out below.

This communication supplements information relating to the use of your Data set out in the relevant agreement, or agreements, including the Global Addendum, issued to you under the Plan (the “Grant Agreements”). Should there be any inconsistency between the terms of this Notice and the Grant Agreements relating to the Company’s use of your Data, then this Notice is the document that will apply.

The term “Data” as used in this Notice includes your name, home address, email address and telephone number, date of birth, social insurance number, passport number or other identification number, salary, nationality and job title, as well as details of any shares, directorships, awards or any other equity or share rights you may have in the Company (whether awarded, canceled, exercised, vested, unvested or outstanding).

**Data Controller Entity:** The Company is the Data Controller. The Company is a Delaware corporation, with its principal United States office at 500 W. Monroe Street, Chicago, Illinois 60661 U.S.A.

**Purposes:** Data is held for the exclusive purpose of implementing, administering and managing your participation in the Plan.

**Legitimate Interests:** The Company holds the Data for the legitimate interests of implementing, administering and maintaining the Plan and each participant’s participation in the Plan.

**International Transfers of Data:** As the Company is based in the United States and the Grant Agreements are performed in the United States, the Company can only meet its contractual obligations to you under the Grant Agreements if the Data is transferred to the United States. The performance of the contractual obligations of the Company to you is one of the legal bases for the transfer of the Data from the European Union to the United States. You should be aware that the United States may have different data privacy laws and protections than the data privacy laws in place in the European Union.

**Retention Period:** Records relating to the Plan are kept indefinitely, as they are part of the statutory records of the Company.

**Other Recipients:** To fulfil its obligations under the Grant Agreements, the Company may share Data with its subsidiary companies who employ participants in the Plan. In addition, Data may be transferred to certain third parties assisting in the implementation, administration and management of the Plan, such as share plan administrators and transfer agents, including UBS Financial Services. At your instruction, the Data will be shared with a broker or other third party whom you have instructed the Company to deposit shares or other securities acquired upon the vesting of any awards under the Grant Agreements.

**Data Subject Rights:** Participants have a number of rights under the GDPR. Depending upon the circumstances, these may include the right of data portability (where the Company helps a participant move Data to someone else at the participant's request), the right to object to the processing of the Data, the right to require the Company to update and correct the Data, the right to require erasure of the Data and the right for the participant to review the Data held by the Company and to require the Company to cease processing it. You must understand, however, that any such request may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or your withdrawal of consent, please contact the Company using the contact details below.

**Data Security:** The Company recognizes the importance of treating Data in a lawful, fair and transparent manner. The Company will apply reasonable organizational and security measures to prevent the unlawful processing and/or the accidental loss or destruction of these materials and, in particular, the personal data contained in them.

**Contact:** If you have any questions concerning this Notice, you should contact GE HealthCare Technologies Inc. Executive Compensation Administration by sending an email to [GEHC.Equity@gehealthcare.com](mailto:GEHC.Equity@gehealthcare.com).



**Peter J. Arduini**  
President and Chief Executive Officer  
GE Healthcare  
500 West Monroe Street  
Chicago, IL 60661

9<sup>th</sup> September 2022

Mr Taha Kass-Hout

Dear Taha

We are pleased to offer you the position of **Chief Science & Clinical Technology Officer** (final title to be agreed to) for GE Healthcare. The details of this offer, which is contingent upon the successful completion of a background check, reference check, and a drug test, are set forth below:

Position Details: Effective from a mutually agreed date in December 2022, you will begin your employment with the Company as Chief Science & Clinical Technology Officer of GE Healthcare, reporting to me (as CEO). Your principal location will be Seattle, but you will travel to other locations as necessary to fulfill your responsibilities of the role.

**Compensation:** Target Total Compensation for this position is comprised of the components noted below:

- (1) **Base Salary.** You will receive an annual base salary of \$900,000 ("Base salary"), payable by the Company in accordance with its normal payroll practices. Your base salary will not be decreased during your tenure unless GE Healthcare reduces the salaries of other executives at your level.
- (2) **Annual Incentive Bonus.** You will be eligible to receive an annual incentive bonus, under the Company's Annual Executive Incentive Program or any successor or replacement program beginning in 2023, with each year's Annual Bonus having a target of 100% of your base salary (AEIP Target) which shall be determined and paid in accordance with the Company's normal procedures. Your bonus target will not be decreased during your tenure unless GE Healthcare reduces the targets of other executives at your level.
- (3) **Long Term Incentive Award ("LTIP Award").** You will be eligible to participate in the Company's annual long term incentive equity grant program with a targeted grant fair value of \$3,700,000 beginning with the 2023 annual grant which is expected to occur in the first quarter of 2023. Your award will be delivered in a combination of Performance Stock Units (based on Monte Carlo calculation) and Restricted Stock Units or other equity vehicles, consistent with LTIP Awards for other executives at your level. All LTIP awards will be governed by the terms and conditions consistent with awards made to other similarly situated officers of Company.

- (4) **Sign-On Equity Award.** As consideration for your joining the Company, and in recognition of the value of long-term incentive you stand to forfeit with your current employer, you will be provided an award of restricted stock units with a grant date fair market value of \$3,500,000. The RSU award will be granted as soon as practical following the start of your employment (targeted for December 2022) and will vest 50% after 1 year and 50% after two years.
- (5) **Sign On Cash.** We will provide you with a special cash payment of \$2,500,000 (US Dollars) to be paid in January 2023. Similar to your annual salary and other payments, this amount is subject to applicable tax and other withholding. This special cash payment must be repaid to the Company if: (i) you resign on or before the two year anniversary of its payment; and/or (ii) you are found, in the Company's sole discretion, to have engaged in conduct that would give rise to a termination for Cause (as defined below), regardless of whether this conduct was discovered during your employment or after your termination of employment.
- (6) **Employee Benefits.** You will be eligible to participate in all employee benefit plans generally available to similarly situated Officers of the Company. All aspects of these benefits will be governed by GE Healthcare plans and policies, a summary of which is included as a reference.

**Severance Payment:** If your employment with GE Healthcare is terminated (i) other than for Cause (ii) with Good Reason, (iii) due to death or disability or (iv) in connection with a change in control (as described below) that does not result in your receiving a comparable offer with the purchaser, you will receive the Company's standard severance package for your level, which includes a lump sum payment equal to 12 months of base salary and, assuming you remain employed through the first quarter of the year in which your employment terminates, a pro-rated AEIP payment. For purposes of this paragraph, a change in control shall occur if a person/entity acquires ownership of stock of GE Healthcare, that, together with prior holdings, constitutes at least 50% of the total fair market value or total voting power of the outstanding shares of GE Healthcare, or a sale of substantially all of the assets of GE Healthcare; for the avoidance of doubt, a spin off the GE Healthcare business does not constitute a change in control.

For purposes of this letter:

“Cause” shall mean the occurrence of any of the following: (1) your willful failure to perform your duties (other than any such failure resulting from incapacity due to physical or mental disability) or comply with any valid and legal directive of the Company or the Board that is consistent with your position that is not cured by you within thirty (30) days of receiving written notice of such alleged willful failure; (2) your engagement, or the discovery or your having engaged, in dishonesty, illegal conduct, or misconduct which, in each case, materially harm the Company; (3) your conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude; (4) your willful or grossly negligent unauthorized disclosure of Confidential information; (5) your material breach of any material obligation under this letter or any other written agreement between you and the Company which materially harms or is reasonably likely to materially harm the Company; or (6) your willful material failure to comply with the Company’s written policies or rules, as they may be in effect from time to time.

“Good Reason” shall mean the occurrence of any of the following, in each case without your written consent: (1) any reduction in your target compensation or any failure to pay any compensation when due; (2) any material breach by the Company of any material provision of this letter or any material provision of any other agreement between you and the Company; or (3) a material, adverse change in your title, authority, duties, responsibilities or reporting relationships (other than temporarily while you are physically or mentally incapacitated or as required by applicable law) or (4) a decision by the Company not to spin off the GE Healthcare business or its failure to do so on or before December 31, 2023.

**Restrictive Covenants:** During your employment, and for the 12 month period following your termination of employment, you will not directly or indirectly (i) provide services to a competitor of the Company’s GE Healthcare division in a position in which your duties will be substantially similar to the duties you performed for the Company and/or will require you to work on products or services that are competitive with the products or services you worked on during the two years prior to your termination, or (ii) solicit the employment of, hire, or encourage any Senior Professional Band employee at above to leave his/her position or accept employment outside the Company, including in any company with which you subsequently become involved (in accordance with the Company’s standard non-solicit agreement which you agree to sign in connection with the on-boarding process). Notwithstanding the foregoing, if the Company decided not to spin off the GE Healthcare business or fails to do so on or before December 31, 2023, and you chose to resign for that reason, the Company shall waive the restrictive covenants detailed in this section.

**Confidentiality.** You acknowledge that you will have access to and become acquainted with proprietary and confidential information, which may include trade secrets, regarding the company, its affiliates and its customers that constitutes a valuable asset of the company and that is not available to the public. You agree that you will not use or disclose that confidential information, either during or after the termination of your employment, for any reason other than in the performance of your job and for the benefit of the company and its affiliates. You further agree that you will sign the company's Employee Invention and Proprietary Information Agreement as part of the on-boarding process and will abide by the terms of that Agreement.

Taha, I am incredibly excited about the prospect of your joining our team. We look forward to your acceptance of this offer and response by email by **September 16, 2022**. If you have any questions, please don't hesitate to contact me directly.

Sincerely

Peter J. Arduini  
President and Chief Executive Officer

Please signify your acceptance of this offer letter:

/s/ Taha Kass-Hout 09/09/2022

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Signature	Date
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**Certification Pursuant to  
Rules 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as Amended**

I, Peter J. Arduini, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of GE HealthCare Technologies Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 30, 2024

/s/ Peter J. Arduini

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Peter J. Arduini

President & Chief Executive Officer

**Certification Pursuant to  
Rules 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as Amended**

I, James K. Saccaro, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of GE HealthCare Technologies Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 30, 2024

/s/ James K. Saccaro

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James K. Saccaro

Vice President & Chief Financial Officer



**Certification Pursuant to  
18 U.S.C. Section 1350**

In connection with the Quarterly Report of GE HealthCare Technologies Inc. (the “registrant”) on Form 10-Q for the period ended March 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the “report”), we, Peter J. Arduini and James K. Saccaro, President & Chief Executive Officer and Vice President & Chief Financial Officer, respectively, of the registrant, certify, pursuant to 18 U.S.C. § 1350, that to our knowledge:

- (1) The report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

April 30, 2024

/s/ Peter J. Arduini

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Peter J. Arduini

President & Chief Executive Officer

/s/ James K. Saccaro

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James K. Saccaro

Vice President & Chief Financial Officer