

# 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, 2025

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 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  Accelerated filer   
Non-accelerated filer  Smaller reporting company   
Emerging growth company

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 457,884,998 shares of common stock with a par value of \$0.01 per share outstanding as of April 23, 2025.

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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, including the impact of tariffs and other trade restrictions, 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; 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; global geopolitical and economic instability, including as a result of changes in trade and tariff policy, the conflict between Ukraine and Russia, and tensions in the Middle East; public health crises, epidemics, and pandemics, and their effects on our business; changes in third-party and government reimbursement processes, rates, and contractual relationships, including related to government shutdowns, and changes in the mix of public and private payers; demand for our products, services, or solutions and factors that affect that demand; developments in the market in China; our ability to control increases in healthcare costs and any subsequent effect on demand for our products, services, or solutions; our ability to successfully complete strategic transactions; the impacts related to our increasing focus on and investment in cloud, edge computing, artificial intelligence (“AI”), and software offerings; management of our supply chain and our ability to cost-effectively secure the materials we need to operate our business; disruptions in our operations; 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; the impact of potential information technology, cybersecurity, or data security breaches; 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; our ability to attract and/or retain key personnel and qualified employees; environmental, social, and governance matters; 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; the impact of potential product liability claims; 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 Item 1A, “Risk Factors” of our Annual Report on Form 10-K for the fiscal year ended December 31, 2024 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.

**PART I. FINANCIAL INFORMATION**

**ITEM 1. FINANCIAL STATEMENTS**

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

<i>(In millions, except per share amounts)</i>	For the three months ended March 31	
	2025	2024
Sales of products	\$ 3,117	\$ 3,045
Sales of services	1,660	1,605
<b>Total revenues</b>	<b>4,777</b>	<b>4,650</b>
Cost of products	1,963	1,967
Cost of services	802	782
<b>Gross profit</b>	<b>2,012</b>	<b>1,902</b>
Selling, general, and administrative	1,040	1,038
Research and development	344	324
<b>Total operating expenses</b>	<b>1,383</b>	<b>1,362</b>
<b>Operating income</b>	<b>629</b>	<b>540</b>
Interest and other financial charges – net	110	122
Non-operating benefit (income) costs	(74)	(102)
Other (income) expense – net	(99)	8
<b>Income before income taxes</b>	<b>692</b>	<b>512</b>
Benefit (provision) for income taxes	(104)	(124)
<b>Net income</b>	<b>588</b>	<b>388</b>
Net (income) loss attributable to noncontrolling interests	(24)	(14)
<b>Net income attributable to GE HealthCare</b>	<b>564</b>	<b>374</b>
<b>Earnings per share attributable to GE HealthCare:</b>		
Basic	\$ 1.23	\$ 0.82
Diluted	1.23	0.81
<b>Weighted-average number of shares outstanding:</b>		
Basic	457	456
Diluted	459	459

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

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

<i>(In millions, net of tax)</i>	For the three months ended March	
	2025	2024
<b>Net income attributable to GE HealthCare</b>	<b>\$ 564</b>	<b>\$ 374</b>
Net income (loss) attributable to noncontrolling interests	24	14
<b>Net income</b>	<b>588</b>	<b>388</b>
<b>Other comprehensive income (loss):</b>		
Currency translation adjustments – net of taxes	257	(76)
Pension and Other Postretirement Plans – net of taxes	(69)	(35)
Cash flow hedges – net of taxes	(8)	16
<b>Other comprehensive income (loss)</b>	<b>180</b>	<b>(95)</b>
<b>Comprehensive income (loss)</b>	<b>768</b>	<b>292</b>
Less: Comprehensive income (loss) attributable to noncontrolling interests	24	14
<b>Comprehensive income attributable to GE HealthCare</b>	<b>\$ 744</b>	<b>\$ 278</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, 2025	December 31, 2024
Cash, cash equivalents, and restricted cash	\$ 2,473	\$ 2,889
Receivables – net of allowances of \$106 and \$103	3,572	3,566
Inventories	2,158	1,939
Contract and other deferred assets	931	974
All other current assets	601	532
<b>Current assets</b>	<b>9,735</b>	<b>9,901</b>
Property, plant, and equipment – net	2,851	2,550
Goodwill	13,373	13,136
Other intangible assets – net	1,238	1,078
Deferred income taxes	4,462	4,474
All other non-current assets	1,926	1,950
<b>Total assets</b>	<b>\$ 33,586</b>	<b>\$ 33,089</b>
Short-term borrowings	\$ 2,002	\$ 1,502
Accounts payable	3,152	3,035
Contract liabilities	1,889	1,943
Current compensation and benefits	1,343	1,521
All other current liabilities	1,583	1,552
<b>Current liabilities</b>	<b>9,969</b>	<b>9,553</b>
Long-term borrowings	6,757	7,449
Non-current compensation and benefits	5,443	5,583
Deferred income taxes	159	56
All other non-current liabilities	1,840	1,796
<b>Total liabilities</b>	<b>24,168</b>	<b>24,437</b>
<i>Commitments and contingencies</i>		
<b>Redeemable noncontrolling interests</b>	<b>211</b>	<b>188</b>
Common stock, par value \$0.01 per share, 1,000,000,000 shares authorized, 458,134,263 shares issued as of March 31, 2025; 457,246,971 shares issued as of December 31, 2024	5	5
Treasury stock, at cost, 291,053 shares as of March 31, 2025 and December 31, 2024	(25)	(25)
Additional paid-in capital	6,597	6,583
Retained earnings	3,810	3,262
Accumulated other comprehensive income (loss) – net	(1,199)	(1,379)
<b>Total equity attributable to GE HealthCare</b>	<b>9,187</b>	<b>8,446</b>
Noncontrolling interests	20	18
<b>Total equity</b>	<b>9,207</b>	<b>8,464</b>
<b>Total liabilities, redeemable noncontrolling interests, and equity</b>	<b>\$ 33,586</b>	<b>\$ 33,089</b>

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

## Condensed Consolidated Statements of Changes in Equity (Unaudited)

(In millions, except per share amounts)	Common stock		Treasury stock		Additional paid-in capital	Retained earnings	Accumulated other comprehensive income (loss) – net	Equity attributable to noncontrolling interests	Total equity
	Shares	Amount	Shares	Amount					
<b>Balances as of December 31, 2024</b>	<b>457</b>	<b>\$ 5</b>	<b>—</b>	<b>\$ (25)</b>	<b>6,583</b>	<b>3,262</b>	<b>(1,379)</b>	<b>18</b>	<b>\$ 8,464</b>
Issuance of shares under equity awards, net of shares withheld for taxes and other	1	—	—	—	(9)	—	—	—	(9)
Net income attributable to GE HealthCare	—	—	—	—	—	564	—	—	564
Dividends declared (\$0.035 per common share)	—	—	—	—	—	(16)	—	—	(16)
Other comprehensive income (loss) attributable to GE HealthCare	—	—	—	—	—	—	180	—	180
Changes in equity attributable to noncontrolling interests	—	—	—	—	—	—	—	1	1
Share-based compensation	—	—	—	—	22	—	—	—	22
<b>Balances as of March 31, 2025</b>	<b>458</b>	<b>\$ 5</b>	<b>—</b>	<b>\$ (25)</b>	<b>6,597</b>	<b>3,810</b>	<b>(1,199)</b>	<b>20</b>	<b>\$ 9,207</b>

(In millions, except per share amounts)	Common stock		Additional paid-in capital	Retained earnings	Accumulated other comprehensive income (loss) – net	Equity attributable to noncontrolling interests	Total equity
	Shares	Amount					
<b>Balances as of December 31, 2023</b>	<b>455</b>	<b>\$ 5</b>	<b>6,493</b>	<b>1,326</b>	<b>(691)</b>	<b>12</b>	<b>\$ 7,145</b>
Issuance of shares under equity awards, net of shares withheld for taxes and other	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
<b>Balances as of March 31, 2024</b>	<b>456</b>	<b>\$ 5</b>	<b>6,504</b>	<b>1,687</b>	<b>(787)</b>	<b>14</b>	<b>\$ 7,423</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	
	2025	2024
<b>Net income</b>	<b>\$ 588</b>	<b>\$ 388</b>
Adjustments to reconcile Net income to Cash from (used for) operating activities		
Depreciation of property, plant, and equipment	66	68
Amortization of intangible assets	70	80
Gain on remeasurement of Nihon Medi-Physics equity method investment	(97)	—
Net periodic postretirement benefit plan (income) expense	(70)	(90)
Postretirement plan contributions	(98)	(87)
Share-based compensation	22	34
Provision for income taxes	104	124
Cash paid during the year for income taxes	(91)	(86)
Changes in operating assets and liabilities, excluding the effects of acquisitions:		
Receivables	81	165
Inventories	(154)	(59)
Contract and other deferred assets	52	32
Accounts payable	146	31
Contract liabilities	(68)	(18)
Current compensation and benefits	(200)	(34)
All other operating activities – net	(101)	(129)
<b>Cash from (used for) operating activities</b>	<b>250</b>	<b>419</b>
<b>Cash flows – investing activities</b>		
Additions to property, plant and equipment and internal-use software	(152)	(145)
Purchases of businesses, net of cash acquired	(269)	—
Purchases of investments	(20)	(19)
All other investing activities – net	34	(24)
<b>Cash from (used for) investing activities</b>	<b>(407)</b>	<b>(188)</b>
<b>Cash flows – financing activities</b>		
Net increase (decrease) in borrowings (maturities of 90 days or less)	1	1
Newly issued debt, net of debt issuance costs (maturities longer than 90 days)	—	1
Repayments and other reductions (maturities longer than 90 days)	(257)	(153)
Dividends paid to stockholders	(16)	(14)
Proceeds from stock issued under employee benefit plans	20	16
Taxes paid related to net share settlement of equity awards	(28)	(11)
All other financing activities – net	(6)	7
<b>Cash from (used for) financing activities</b>	<b>(286)</b>	<b>(153)</b>
Effect of foreign currency rate changes on cash, cash equivalents, and restricted cash	27	(19)
<b>Increase (decrease) in cash, cash equivalents, and restricted cash</b>	<b>(416)</b>	<b>59</b>
Cash, cash equivalents, and restricted cash at beginning of year	2,893	2,506
Cash, cash equivalents, and restricted cash at end of period	\$ 2,476	\$ 2,565
<b>Supplemental disclosure of cash flows information</b>		
Cash paid during the year for interest	\$ (78)	\$ (55)
<b>Non-cash investing activities</b>		
Acquired but unpaid property, plant, and equipment	\$ 86	\$ 53

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

## NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 1. ORGANIZATION AND BASIS OF PRESENTATION

GE HealthCare Technologies Inc. is a trusted partner and leading global healthcare solutions provider, innovating medical technology, pharmaceutical diagnostics, and integrated, cloud-first AI-enabled solutions, services, and data analytics.

The condensed consolidated financial statements (the “financial statements”) of GE HealthCare Technologies Inc. and its subsidiaries (“GE HealthCare,” the “Company,” “our,” “us,” or “we”) 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 financial statements. Operating results for the three months ended March 31, 2025 and 2024 are not necessarily indicative of the results that may be expected for the fiscal year as a whole. The December 31, 2024 period presented on the Condensed Consolidated Statement of Financial Position was derived from audited financial statements, but does not include all disclosures required by U.S. GAAP. Tables throughout this document are presented in millions of U.S. dollars unless otherwise stated and certain columns and rows may not sum due to the use of rounded numbers. Percentages presented are calculated from the underlying whole-dollar amounts.

The 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, 2024.

On January 3, 2023, the General Electric Company, which now operates as GE Aerospace (“GE”), completed the spin-off of GE HealthCare Technologies Inc. (the “Spin-Off”). Following this transaction, GE continues to be considered a related party due to the nature of our relationship and board member affiliation. Net costs incurred with GE were not significant for the three months ended March 31, 2025.

Certain prior year amounts in the financial statements and notes thereto have been reclassified to conform to the current year presentation. On the Condensed Consolidated Statements of Cash Flows, new line items were added and amounts were reclassified accordingly for the following items: amounts related to current compensation and benefits that were previously reported within All other operating activities – net, amounts related to purchases of investments previously reported within All other investing activities – net, and amounts related to equity award activity previously reported within All other financing activities – net. Additionally, amounts due from related parties and due to related parties which were previously shown on separate lines on the Condensed Consolidated Statements of Cash Flows and Condensed Consolidated Statements of Financial Position were reclassified to Receivables, All other current assets, Accounts Payable, All other current liabilities, and All other operating activities - net as applicable.

### ESTIMATES AND ASSUMPTIONS.

The preparation of the 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 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 December 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“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 expect the adoption to impact disclosures in our notes to the financial statements.

In November 2024, the FASB issued ASU No. 2024-03 (“ASU 2024-03”), *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*. ASU 2024-03 addresses investor requests for more transparency about expense information through the disaggregation of relevant expense captions in the notes to the financial statements. The provisions of ASU 2024-03 are effective for fiscal years beginning after December 15, 2026 and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. We expect the adoption to impact disclosures in our notes to the financial statements.

## 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 related parts and labor, 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 AND OTHER DEFERRED 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.

	As of	
	March 31, 2025	December 31, 2024
Contract assets	\$ 572	\$ 589
Other deferred assets	359	385
<b>Contract and other deferred assets</b>	<b>931</b>	<b>974</b>
Non-current contract assets <sup>(1)</sup>	101	103
Non-current other deferred assets <sup>(1)</sup>	113	105
<b>Total contract and other deferred assets</b>	<b>\$ 1,144</b>	<b>\$ 1,183</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 these remaining performance obligations are expected to be satisfied with our customers.

As of March 31, 2025 and December 31, 2024, contract liabilities were approximately \$2,613 million and \$2,629 million, respectively, of which the non-current portion of \$724 million and \$686 million, respectively, was recognized in All other non-current liabilities in the Condensed Consolidated Statements of Financial Position. Revenue recognized related to the contract liabilities balance at the beginning of the year was approximately \$752 million and \$741 million for the three months ended March 31, 2025 and 2024, respectively.

### REMAINING PERFORMANCE OBLIGATIONS.

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 right to cancel or terminate without incurring a substantive penalty. RPO also excludes estimated revenue from arrangements where we lease equipment manufactured by the Company to customers.

	As of	
	March 31, 2025	December 31, 2024
Products	\$ 4,599	\$ 4,755
Services	10,280	9,737
<b>Total RPO</b>	<b>\$ 14,879</b>	<b>\$ 14,491</b>

We expect to recognize substantially all of the revenue for our product-related RPO within two years and services-related RPO within five years.

## NOTE 3. SEGMENT INFORMATION

Effective July 1, 2024, Image Guided Therapies, previously part of the Imaging segment, was realigned to the Ultrasound segment. The Ultrasound segment was subsequently renamed Advanced Visualization Solutions ("AVS"). Following this realignment, the Company continues to have four reportable segments: Imaging, Advanced Visualization Solutions, 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 Item 1, "Business" of our Annual Report on Form 10-K for the fiscal year ended December 31, 2024. Historical segment financial information presented within this report has been recast to conform to the new reportable segments structure.

The Company's organizational structure is based upon the availability of separate financial information that is evaluated regularly by the Company's Chief Operating Decision Maker ("CODM") for the purpose of assessing performance and allocating resources. The Company's CODM is its Chief Executive Officer. The CODM assesses segment performance using 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). Segment EBIT is also used in the annual budget and periodic forecasting processes and informs the CODM in decision making regarding the allocation of resources to the segments.

**Total Revenues by Segment**

	For the three months ended March 31	
	2025	2024
<b>Total Imaging</b>	\$ 2,140	\$ 2,062
AVS:		
Procedural Guidance	641	651
Specialized Ultrasound	598	576
<b>Total AVS</b>	<b>1,239</b>	<b>1,227</b>
PCS:		
Monitoring Solutions	556	527
Life Support Solutions	197	220
<b>Total PCS</b>	<b>753</b>	<b>747</b>
<b>Total PDx</b>	<b>632</b>	<b>599</b>
<b>Other<sup>(1)</sup></b>	<b>13</b>	<b>15</b>
<b>Total revenues</b>	<b>\$ 4,777</b>	<b>\$ 4,650</b>

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

**Significant Expenses by Segment**

	For the three months ended March 31	
	2025	2024
Imaging:		
Cost of sales	\$ 1,353	\$ 1,338
Other segment items <sup>(1)</sup>	588	559
<b>Total Imaging</b>	<b>\$ 1,941</b>	<b>\$ 1,897</b>
AVS:		
Cost of sales	\$ 598	\$ 599
Other segment items <sup>(1)</sup>	380	371
<b>Total AVS</b>	<b>\$ 978</b>	<b>\$ 970</b>
PCS:		
Cost of sales	\$ 481	\$ 460
Other segment items <sup>(1)</sup>	224	206
<b>Total PCS</b>	<b>\$ 705</b>	<b>\$ 666</b>
PDx:		
Cost of sales	\$ 294	\$ 295
Other segment items <sup>(1)</sup>	133	126
<b>Total PDx</b>	<b>\$ 428</b>	<b>\$ 421</b>

(1) Other segment items for each segment includes selling, general, administrative, research, and development related expenses, as well as other segment income and expenses.

Segment EBIT	For the three months ended March 31	
	2025	2024
Segment EBIT		
Imaging	\$ 199	\$ 166
AVS	261	257
PCS	48	81
PDx	205	178
Other <sup>(1)</sup>	2	(1)
	<b>715</b>	<b>681</b>
Restructuring costs	(22)	(40)
Acquisition and disposition-related benefits (charges)	(8)	—
Gain (loss) on business and asset dispositions	10	—
Spin-Off and separation costs	(24)	(60)
Amortization of acquisition-related intangible assets	(35)	(31)
Investment revaluation gain (loss)	92	(20)
Interest and other financial charges – net	(110)	(122)
Non-operating benefit income (costs)	74	102
<b>Income before income taxes</b>	<b>\$ 692</b>	<b>\$ 512</b>

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

The following table represents the depreciation and amortization amounts reported within the Segment EBIT metric for our reportable segments. Depreciation and amortization expense related to shared property, plant, and equipment and intangibles, exclusive of acquisition-related intangible assets, has been fully allocated to our segments and those allocations are reflected in the amounts presented in the table below. These amounts are included within Cost of sales and Other segment items disclosed in the Significant Expenses by Segment table above.

Depreciation and Amortization by Segment	For the three months ended March 31	
	2025	2024
Imaging	\$ 57	\$ 65
AVS	18	21
PCS	13	15
PDx	12	16

The Company does not report total assets by segment as the Company's CODM does not assess performance, make strategic decisions, or allocate resources based on assets.

#### NOTE 4. RECEIVABLES

Current Receivables	As of	
	March 31, 2025	December 31, 2024
<b>Current customer receivables<sup>(1)</sup></b>	<b>\$ 3,379</b>	<b>\$ 3,382</b>
Non-income based tax receivables	155	155
Other sundry receivables	144	133
<b>Current sundry receivables</b>	<b>299</b>	<b>287</b>
Allowance for credit losses	(106)	(103)
<b>Total current receivables – net</b>	<b>\$ 3,572</b>	<b>\$ 3,566</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 \$151 million and \$153 million as of March 31, 2025 and December 31, 2024, respectively.

**Long-Term Receivables**

	As of	
	March 31, 2025	December 31, 2024
<b>Long-term customer receivables</b>	<b>\$ 68</b>	<b>\$ 59</b>
Non-income based tax receivables	23	20
Other sundry receivables	76	68
<b>Long-term sundry receivables</b>	<b>99</b>	<b>88</b>
Allowance for credit losses	(6)	(5)
<b>Total long-term receivables – net</b>	<b>\$ 161</b>	<b>\$ 142</b>

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

**NOTE 5. FINANCING RECEIVABLES**

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, 2025	December 31, 2024
<b>Loans receivable, at amortized cost</b>	<b>\$ 23</b>	<b>\$ 23</b>
Investment in finance leases, net of deferred income	69	69
Allowance for credit losses	(3)	(2)
<b>Current financing receivables – net</b>	<b>\$ 90</b>	<b>\$ 90</b>
<b>Loans receivable, at amortized cost</b>	<b>\$ 35</b>	<b>\$ 35</b>
Investment in finance leases, net of deferred income	155	152
Allowance for credit losses	(4)	(4)
<b>Non-current financing receivables – net</b>	<b>\$ 186</b>	<b>\$ 183</b>

As of March 31, 2025, 3%, 3%, and 3% 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, 2024, 4%, 4%, and 3% 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 \$386 million and \$385 million as of March 31, 2025 and December 31, 2024, respectively. The total lease expense related to our operating lease portfolio was \$62 million and \$60 million for the three months ended March 31, 2025 and 2024, respectively.

**NOTE 7. ACQUISITIONS, GOODWILL, AND OTHER INTANGIBLE ASSETS****ACQUISITIONS.***Nihon Medi-Physics*

On March 31, 2025, the Company acquired the remaining 50% interest in Nihon Medi-Physics Co., Ltd (“NMP”) from joint venture partner Sumitomo Chemical for net cash consideration of \$269 million. The acquisition was funded with cash on hand. NMP is a leading pharmaceutical manufacturer in Japan, focused on radiopharmaceuticals, which are used to enable clinical images across neurology, cardiology, and oncology procedures, as well as nonclinical and clinical development of radiotracers and theranostics research. Their product portfolio includes several GE HealthCare radiopharmaceuticals. NMP is included in the Company’s PDx segment.

On March 31, 2025, the fair value of the Company’s existing 50% interest in NMP was determined to be \$301 million based on the cash consideration exchanged for acquiring the remaining 50% equity interest. The carrying value of our 50% interest was \$204 million. The Company recognized a net gain of \$97 million resulting from this remeasurement to fair value. This gain included the reclassification of certain amounts related to the Company’s 50% interest out of Accumulated other comprehensive income (loss) – net (“AOCI”) including foreign currency translation gains of \$63 million and losses related to a defined benefit pension plan of \$8 million. The net gain from this remeasurement was recorded in Other (income) expense – net in the Company’s Condensed Consolidated Statements of Income for the three months ended March 31, 2025.

The following table provides a summary of the purchase price consideration transferred for the acquisition of NMP.

	Purchase consideration	
Cash consideration, net of cash acquired	\$	269
Fair value of previously held interest in NMP		301
Fair value of contingent consideration		5
<b>Total allocable purchase price</b>	<b>\$</b>	<b>575</b>

The estimated fair values of the assets and liabilities assumed in connection with the acquisition of NMP are as follows.

	Initial allocation	
Receivables	\$	53
Inventories		10
Property, plant, and equipment		243
Goodwill		216
Other intangible assets		223
All other non-current assets <sup>(1)</sup>		52
Deferred income taxes		(87)
All other non-current liabilities		(107)
Other <sup>(2)</sup>		(28)
<b>Total net assets post acquisition</b>	<b>\$</b>	<b>575</b>

(1) All other non-current assets includes \$12 million of indemnification assets, with the underlying indemnified liabilities recorded in All other non-current liabilities.

(2) Other includes Accounts payable, All other current liabilities, and Current compensation and benefits.

The initial allocation of purchase price of NMP to the tangible and intangible assets acquired and liabilities assumed, as reflected in the table above, is based on the Company's preliminary allocations of their fair values. The valuation of assets acquired and liabilities assumed has not yet been finalized as of March 31, 2025. While all amounts remain subject to adjustments, the areas subject to the most significant potential adjustments are property, plant, and equipment, intangible assets, decommissioning liabilities, and deferred income taxes. The preliminary valuation required estimates and assumptions including, but not limited to, estimating future cash flows and direct costs in addition to developing the appropriate discount rates. Accordingly, the purchase price adjustments are preliminary and are subject to further adjustments as additional information becomes available and as additional analyses are performed, and such further adjustments may be material. The Company's management believes the fair values recognized for the assets acquired and the liabilities assumed are based on reasonable estimates and assumptions.

Property, plant, and equipment is mostly comprised of land, buildings, equipment (including machinery, furniture, and fixtures) and construction in process. The fair value of property, plant, and equipment was determined using a market participant approach.

Other intangibles relate to \$200 million of definite-lived intangible assets and \$23 million of acquired in-process research and development. Definite-lived intangible assets consist primarily of developed product market authorization rights and customer relationships. The acquired definite-lived intangibles are being amortized over a weighted-average estimated useful life of approximately 12 years. The estimated fair value of intangibles was determined using the income approach, which is a valuation technique that provides an estimate of the fair value of an asset based on market participant expectations of cash flows an asset would generate over its useful life.

The goodwill associated with NMP, recorded within the PDx segment, is non-deductible for tax purposes and is attributed to expected synergies with NMP's existing assets and workforce that are expected to allow the Company greater access and growth in the Japan market.

Included in All other non-current liabilities are asset retirement obligations and decommissioning liabilities of \$96 million, which were assumed in the transaction.

NMP has a defined benefit pension plan which has pension assets of \$73 million and pension liabilities of \$34 million, a net asset of \$39 million, which we acquired in the transaction and is included in All other non-current assets.

Deferred income tax liabilities include the expected U.S. federal, state, and foreign tax consequences associated with temporary differences between the preliminary fair values of the assets acquired and liabilities assumed and the respective tax basis.

Due to the proximity of the acquisition date to the end of the Company's first quarter, the revenues and earnings of NMP are not significant to our consolidated results. If the acquisition of NMP had taken place as of the beginning of 2024, consolidated revenues and earnings would not have been significantly different than reported amounts.

**MIM Software**

On April 1, 2024, the Company acquired 100% of the stock of MIM Software Inc. ("MIM Software") for approximately \$259 million, net of cash acquired of \$11 million, and potential contingent payments valued at \$13 million pertaining to achievement of certain milestones, for a total preliminary purchase price of \$283 million. The acquisition included up to \$23 million of other contingent payments based on service requirements. The acquisition was funded with cash on hand. This transaction was accounted for as a business combination. The final purchase price allocation resulted in goodwill of \$189 million, customer-related intangible assets of \$52 million, developed technology intangible assets of \$48 million, net deferred tax liabilities of \$13 million, and other net assets of \$7 million. The goodwill associated with the acquired business, recorded within the Imaging segment, is non-deductible for tax purposes and is attributed to expected synergies and commercial benefits from use of the MIM Software technology in our existing GE HealthCare portfolio. MIM Software is a global provider of medical imaging analysis and artificial intelligence ("AI") solutions for the practice of radiation oncology, molecular radiotherapy, diagnostic imaging, and urology at imaging centers, hospitals, specialty clinics, and research organizations worldwide.

Revenue and earnings of MIM Software included in the Company's financial statements since the acquisition date are not material to our consolidated revenue and earnings. If the acquisition of MIM Software had taken place as of the beginning of 2023, consolidated revenues and earnings would not have been significantly different from reported amounts.

**GOODWILL.**

	Imaging	AVS	PCS	PDx	Total
<b>Balance at December 31, 2024</b>	\$ 3,581	\$ 4,987	\$ 2,035	\$ 2,533	\$ 13,136
Acquisitions	—	—	—	216	216
Foreign currency exchange and other	5	12	2	1	20
<b>Balance at March 31, 2025</b>	\$ 3,587	\$ 4,999	\$ 2,037	\$ 2,750	\$ 13,373

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.**

	As of March 31, 2025			As of December 31, 2024		
	Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
<b>Definite-lived assets</b>						
Customer-related	\$ 230	\$ (26)	204	\$ 112	\$ (24)	88
Patents and technology	2,668	(2,021)	647	2,593	(1,987)	606
Capitalized software	1,751	(1,479)	272	1,743	(1,437)	306
Trademarks and other	47	(29)	17	33	(29)	4
<b>Total definite-lived assets</b>	<b>4,696</b>	<b>(3,555)</b>	<b>1,141</b>	<b>4,481</b>	<b>(3,477)</b>	<b>1,004</b>
<b>Indefinite-lived assets<sup>(1)</sup></b>	<b>97</b>	<b>—</b>	<b>97</b>	<b>74</b>	<b>—</b>	<b>74</b>
<b>Total other intangible assets</b>	<b>\$ 4,793</b>	<b>\$ (3,555)</b>	<b>\$ 1,238</b>	<b>\$ 4,555</b>	<b>\$ (3,477)</b>	<b>\$ 1,078</b>

(1) Indefinite-lived intangible assets relate to acquired in-process research and development prior to project completion and are not amortized.

Amortization expense was \$70 million and \$80 million for the three months ended March 31, 2025 and 2024, 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 2025 through 2052 (collectively, the "Notes").

**Credit Facilities**

In the first quarter of 2025, the Company terminated its existing five-year and 364-day senior unsecured revolving credit facilities. These were replaced with new five-year and 364-day senior unsecured revolving credit facilities in aggregate committed amounts of \$3,000 million and \$500 million, respectively. The terms of the new facilities are substantially similar to those of the terminated facilities.

The Company has credit agreements providing for:

- a five-year senior unsecured revolving credit facility in an aggregate committed amount of \$3,000 million, maturing on March 27, 2030;
- a 364-day senior unsecured revolving credit facility in an aggregate committed amount of \$500 million, maturing on March 26, 2026; and
- a three-year senior unsecured term loan credit facility in an aggregate principal amount of \$2,000 million, maturing on January 2, 2026 (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, and there was \$500 million and \$750 million outstanding on the Term Loan Facility as of March 31, 2025 and December 31, 2024, respectively. In the first quarter of 2025, we repaid \$250 million of the Term Loan Facility.

#### Borrowings Composition

	As of	
	March 31, 2025	December 31, 2024
5.600% senior notes due November 15, 2025	\$ 1,500	\$ 1,500
5.650% senior notes due November 15, 2027	1,750	1,750
4.800% senior notes due August 14, 2029	1,000	1,000
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	500	750
Other	30	36
<b>Total principal debt issued</b>	<b>8,780</b>	<b>9,036</b>
Less: Unamortized debt issuance costs and discounts	30	33
Add: Cumulative basis adjustment for fair value hedges	9	(51)
<b>Total borrowings</b>	<b>8,759</b>	<b>8,951</b>
Less: Short-term borrowings <sup>(1)</sup>	2,002	1,502
<b>Long-term borrowings</b>	<b>\$ 6,757</b>	<b>\$ 7,449</b>

(1) Short-term borrowings as of March 31, 2025 and December 31, 2024 includes \$2,000 million and \$1,500 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, 2025 and December 31, 2024, the Company had bank guarantees and surety bonds of approximately \$786 million and \$784 million, respectively, related to certain commercial contracts. Additionally, we have issued approximately \$24 million and \$25 million of guarantees as of March 31, 2025 and December 31, 2024, respectively, primarily related to residual value and credit guarantees on equipment sold to third-party finance companies. Our Condensed Consolidated Statements of Financial Position reflect a liability of \$2 million and \$3 million as of March 31, 2025 and December 31, 2024, respectively, 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.

#### 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: U.S. Plans, International Plans, and Other Postretirement Plans ("OPEB Plans"). Please refer to Note 10, "Postretirement Benefit Plans" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024 for further information. 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,	U.S. Plans		International Plans		OPEB Plans	
	2025	2024	2025	2024	2025	2024
<b>Service cost – Operating</b>	\$ 1	\$ 8	\$ 5	\$ 5	\$ 1	\$ 2
Interest cost	249	242	36	35	13	13
Expected return on plan assets	(287)	(298)	(36)	(48)	—	—
Amortization of net loss (gain)	(20)	(17)	5	3	(15)	(15)
Amortization of prior service cost (credit)	(3)	2	(1)	—	(20)	(22)
Special termination cost	1	—	—	—	—	—
<b>Non-operating</b>	\$ (60)	\$ (71)	\$ 4	\$ (10)	\$ (21)	\$ (24)
<b>Net periodic expense (income)</b>	\$ (59)	\$ (63)	\$ 9	\$ (5)	\$ (20)	\$ (22)

In the three months ended March 31, 2025, the Company made cash payments totaling \$43 million to its U.S. Plans, \$10 million to its International Plans, and \$45 million to its OPEB Plans. In 2025, the Company expects to make total cash contributions of approximately \$327 million to these plans. The Company funds annually, at a minimum, the statutorily required minimum amount for our qualified plans. Non-qualified plans are unfunded and we pay benefits from our cash on hand.

**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 \$45 million and \$32 million for the three months ended March 31, 2025 and 2024, respectively.

**NOTE 10. INCOME TAXES**

Our effective income tax rate was 15.0% and 24.2% for the three months ended March 31, 2025 and 2024, respectively. The tax rate for the three months ended March 31, 2025 is lower than the U.S. statutory rate primarily due to the release of income tax reserves in a foreign jurisdiction for tax years which are no longer subject to an assessment from the local taxing authorities, the remeasurement gain that was recorded due to the NMP acquisition which is not taxable, and research and development ("R&D") benefits, partially offset by geographic earnings mix, withholding taxes, and state taxes. The tax rate for the three months ended March 31, 2024 is higher than the U.S. statutory rate primarily due to geographic earnings mix, withholding taxes, and state taxes, partially offset by R&D benefits.

The Company is currently being audited in a number of jurisdictions for tax years 2004-2023, including China, France, Germany, India, Japan, Norway, the United Kingdom, and the United States.

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

Changes in Accumulated other comprehensive income (loss) - net by component were as follows.

	For the three months ended March 31, 2025			
	Currency translation adjustments <sup>(1)</sup>	Pension and Other Postretirement Plans	Cash flow hedges	Total AOCI
<b>December 31, 2024</b>	\$ (1,973)	\$ 576	\$ 18	\$ (1,379)
Other comprehensive income (loss) before reclassifications – net of taxes of \$15, \$5, and \$3	194	(20)	(11)	163
Reclassifications from AOCI – net of taxes <sup>(2)(3)</sup> of \$—, \$16, and \$—	63	(49)	3	17
<b>Other comprehensive income (loss)</b>	<b>257</b>	<b>(69)</b>	<b>(8)</b>	<b>180</b>
Less: Other comprehensive income (loss) attributable to noncontrolling interests	—	—	—	—
<b>March 31, 2025</b>	\$ (1,717)	\$ 507	\$ 10	\$ (1,199)

	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 \$—, \$12, and \$—	—	(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>

(1) The amount of Currency translation adjustments recognized in Other comprehensive income (loss) (“OCI”) during the three months ended March 31, 2025 and 2024 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.

(3) Includes net of tax impact of \$63 million to Currency translation adjustments and \$8 million to Pension and Other Postretirement Plans related to the derecognition of the prior NMP equity method investment. Refer to Note 7, “Acquisitions, Goodwill, and Other Intangible Assets” for additional information on the NMP acquisition.

## 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 cash flow 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, 2025, we expect to reclassify \$14 million of pre-tax net deferred gains associated with designated cash flow hedges to earnings in the next 12 months, contemporaneously with the impact on earnings of the related hedged transactions.

The cash flows associated with derivatives designated as cash flow hedges are recorded in All other operating activities – net in the Condensed Consolidated Statements of Cash Flows.

#### 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, 2025, these contracts were designated as hedges of our net investment in foreign operations, primarily in Euro and Chinese Renminbi currencies.

The cash flows associated with derivatives designated as net investment hedges are recorded in All other investing activities – net in the Condensed Consolidated Statements of Cash Flows. Cash flows from the periodic interest settlements on the cross-currency swaps are recorded in All other operating activities – net in the Condensed Consolidated and Statements of Cash Flows.

#### 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 to hedge the changes in fair value due to benchmark interest rate risk of specific designated cash flows of our senior unsecured notes.

We record the changes in fair value on these 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.

Cash flows for the periodic interest settlements on the interest rate swaps are recorded in All other operating activities – net in the Condensed Consolidated Statements of Cash Flows.

*Derivatives Not Designated as Hedging Instruments*

We also execute derivative instruments, such as foreign currency forward contracts and equity-linked total return swaps, which are not designated as qualifying hedges. These derivatives serve as economic hedges of foreign currency exchange rate and equity price risks. We also identify and record foreign currency-related features in our purchase or sales contracts where the currency is not the local or functional currency of any substantive party to the contract 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 cash flows associated with derivatives not designated but used as economic hedges are recorded, based on the nature of the underlying hedged transaction, in All other operating activities – net and All other investing activities – net in the Condensed Consolidated Statements of Cash Flows. The cash flows related to embedded derivatives are included in All other operating activities – net in the Condensed Consolidated Statements of Cash Flows.

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

Fair Value of Derivatives	March 31, 2025			December 31, 2024		
	Gross Notional	Fair Value – Assets	Fair Value – Liabilities	Gross Notional	Fair Value – Assets	Fair Value – Liabilities
Foreign currency forward contracts	\$ 1,474	\$ 25	\$ 15	\$ 1,210	\$ 43	\$ 11
<b>Derivatives accounted for as cash flow hedges</b>	<b>1,474</b>	<b>25</b>	<b>15</b>	<b>1,210</b>	<b>43</b>	<b>11</b>
Cross-currency swaps <sup>(1)</sup>	2,075	12	97	1,995	15	46
Foreign currency forward and options contracts	1,760	29	17	1,731	30	18
<b>Derivatives accounted for as net investment hedges</b>	<b>3,835</b>	<b>41</b>	<b>114</b>	<b>3,726</b>	<b>45</b>	<b>64</b>
Interest rate swaps <sup>(1)</sup>	2,700	17	14	2,700	—	51
<b>Derivatives accounted for as fair value hedges</b>	<b>2,700</b>	<b>17</b>	<b>14</b>	<b>2,700</b>	<b>—</b>	<b>51</b>
Foreign currency forward contracts	4,395	22	14	3,925	11	29
Other derivatives <sup>(1) (2)</sup>	384	31	2	370	47	—
<b>Derivatives not designated as hedging instruments</b>	<b>4,779</b>	<b>53</b>	<b>16</b>	<b>4,294</b>	<b>57</b>	<b>29</b>
<b>Total derivatives</b>	<b>\$ 12,788</b>	<b>\$ 136</b>	<b>\$ 160</b>	<b>\$ 11,930</b>	<b>\$ 145</b>	<b>\$ 155</b>

(1) As of March 31, 2025, accrued interest is included in the above fair value and is not considered material. As of December 31, 2024, accrued interest is excluded from the above fair value and is not considered material.

(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, 2025		December 31, 2024	
	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	\$ 2,704	\$ 9	\$ 2,644	\$ (51)

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 in our Condensed Consolidated Statements of Financial Position and in the table above.

As of March 31, 2025 and December 31, 2024, the potential effect of rights of offset associated with the derivative contracts would be an offset to both assets and liabilities by \$55 million and \$77 million, respectively.

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	
	2025	2024
Cash flow hedges	\$ (14)	\$ 20
Net investment hedges <sup>(1)</sup>	(65)	32

(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, 2025				
	Cost of products	Cost of services	SG&A	Interest and other financial charges – net	Other <sup>(4)</sup>
Foreign currency forward contracts	\$ (2)	\$ (1)	\$ —	\$ —	\$ —
<b>Effects of cash flow hedges</b>	<b>(2)</b>	<b>(1)</b>	<b>—</b>	<b>—</b>	<b>—</b>
Cross-currency swaps	—	—	—	8	—
Foreign currency forward and options contracts	—	—	—	3	—
<b>Effects of net investment hedges<sup>(1)</sup></b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>11</b>	<b>—</b>
Interest rate swaps <sup>(2)</sup>	—	—	—	57	—
Debt basis adjustment on Long-term borrowings	—	—	—	(61)	—
<b>Effects of fair value hedges</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>(4)</b>	<b>—</b>
Foreign currency forward contracts	15	4	—	—	(1)
Other derivatives <sup>(3)</sup>	—	—	(3)	—	(15)
<b>Effects of derivatives not designated as hedging instruments</b>	<b>15</b>	<b>4</b>	<b>(3)</b>	<b>—</b>	<b>(15)</b>

	For the three months ended March 31, 2024				
	Cost of products	Cost of services	SG&A	Interest and other financial charges – net	Other <sup>(4)</sup>
Foreign currency forward contracts	\$ (1)	\$ —	\$ —	\$ —	\$ —
<b>Effects of cash flow hedges</b>	<b>(1)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
Cross-currency swaps	—	—	—	8	—
Foreign currency forward and option contracts	—	—	—	2	—
<b>Effects of net investment hedges<sup>(1)</sup></b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>10</b>	<b>—</b>
Interest rate swaps <sup>(2)</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>
Foreign currency forward contracts	(12)	(3)	—	—	—
Other derivatives <sup>(3)</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>20</b>

(1) Changes in fair value related to components other than the spot rate are excluded from effectiveness testing for the three months ended March 31, 2025 and 2024.

(2) Amount includes \$(4) million and \$(6) million of interest expense on interest rate derivatives for the three months ended March 31, 2025 and 2024, respectively.

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

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

## 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, 2025				As of December 31, 2024			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
<b>Assets:</b>								
Money market funds	\$ —	\$ 230	\$ —	\$ 230	\$ —	\$ 312	\$ —	\$ 312
Investment securities	27	—	—	27	32	—	—	32
Derivatives	—	136	—	136	—	145	—	145
<b>Liabilities:</b>								
Derivatives	—	160	—	160	—	155	—	155
Contingent consideration	—	—	40	40	—	—	34	34

**Cash equivalents**

As of March 31, 2025 and December 31, 2024, Cash, cash equivalents, and restricted cash of \$2,473 million and \$2,889 million, respectively, included money market funds of \$230 million and \$312 million, and other cash equivalents of \$1,229 million and \$1,573 million, respectively. The carrying values of the other cash equivalents approximates the fair value due to their short maturities and are valued using Level 1 or Level 2 inputs. Refer to Note 16, "Supplemental Financial Information" for further information.

**Derivatives**

Derivatives are measured at fair value using a discounted cash flow method or option models using interest rates, foreign exchange spot and forward rates and yield curves observable at commonly quoted intervals, implied volatilities, and credit spreads as key inputs. Unobservable inputs relate to our own credit risk which is not significant to the overall measurement of fair value.

**Contingent consideration**

Contingent consideration is recorded at fair value based on estimates of future cash flows in connection with business acquisitions. As the valuation of these liabilities is based on inputs that are less observable or not observable in the market, the determination of fair value is classified within Level 3 of the fair value hierarchy.

**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, 2025 and 2024, with the exception of the gain on fair value measurement of the NMP equity method investment as described in Note 7 "Acquisitions, Goodwill, and Other Intangible Assets."

**Fair value of other financial instruments**

The estimated fair value of borrowings as of March 31, 2025 and December 31, 2024 was \$9,223 million and \$9,374 million, respectively, compared to a carrying value (which only includes a reduction for unamortized debt issuance costs and discounts and cumulative basis adjustment) of \$8,759 million and \$8,951 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" and Note 16, "Supplemental Financial Information" 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.

**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	
	2025	2024
<b>Balance at beginning of period</b>	<b>\$ 168</b>	<b>\$ 192</b>
Current-year provisions	59	41
Expenditures	(58)	(55)
Foreign currency exchange and other	2	(2)
<b>Balance at end of period</b>	<b>\$ 171</b>	<b>\$ 175</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 June 24, 2024, the Supreme Court vacated the D.C. Circuit's decision and remanded the case to the D.C. Circuit for further consideration. On November 19, 2024, the D.C. Circuit heard oral argument from the parties, and the D.C. Circuit's decision is pending. 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 ACTIVITIES

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 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 activities are not allocated.

Net expenses for restructuring initiatives committed to by management through March 31, 2025 are included in the table below.

	For the three months ended March 31	
	2025	2024
Employee termination costs	\$ 21	\$ 25
Facility and other exit costs	—	8
Asset write-downs	1	7
<b>Total restructuring activities – net</b>	<b>\$ 22</b>	<b>\$ 40</b>

These restructuring initiatives are expected to result in additional expenses of approximately \$40 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.

Liabilities related to restructuring are recognized within Current compensation and benefits, All other current liabilities, Non-current compensation and benefits, and All other non-current liabilities in the Condensed Consolidated Statements of Financial Position. The activity related to our restructuring liabilities follows.

	Employee termination costs	Facility and other exit costs	Total
<b>Balance at December 31, 2024</b>	<b>\$ 67</b>	<b>\$ 18</b>	<b>\$ 86</b>
Charges	19	1	20
Payments and other adjustments	(14)	(3)	(17)
<b>Balance at March 31, 2025</b>	<b>\$ 73</b>	<b>\$ 16</b>	<b>\$ 89</b>

## NOTE 15. EARNINGS PER SHARE

The numerator for both basic and diluted earnings per share ("EPS") is Net income attributable to GE HealthCare. 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 <i>(In millions, except per share amounts)</i>	For the three months ended March 31	
	2025	2024
<b>Numerator:</b>		
Net income	\$ 588	\$ 388
Net (income) loss attributable to noncontrolling interests	(24)	(14)
Net income attributable to GE HealthCare	564	374
<b>Denominator:</b>		
Basic weighted-average shares outstanding	457	456
Dilutive effect of common stock equivalents	2	3
Diluted weighted-average shares outstanding	459	459
Basic earnings per share	\$ 1.23	\$ 0.82
Diluted earnings per share	1.23	0.81
Antidilutive securities <sup>(1)</sup>	2	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, 2025	December 31, 2024
Cash and cash equivalents	\$ 2,454	\$ 2,874
Short-term restricted cash	19	16
<b>Total Cash, cash equivalents, and restricted cash as presented in the Condensed Consolidated Statements of Financial Position</b>	<b>2,473</b>	<b>2,889</b>
Long-term restricted cash <sup>(1)</sup>	3	3
<b>Total Cash, cash equivalents, and restricted cash as presented in the Condensed Consolidated Statements of Cash Flows</b>	<b>\$ 2,476</b>	<b>\$ 2,893</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, 2025	December 31, 2024
Raw materials	\$ 991	\$ 921
Work in process	99	92
Finished goods	1,068	926
<b>Inventories</b>	<b>\$ 2,158</b>	<b>\$ 1,939</b>

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 and are not reflected in the table above. See the supplemental table "All Other Non-Current Assets" for further information.

**PROPERTY, PLANT, AND EQUIPMENT – NET.**

	As of	
	March 31, 2025	December 31, 2024
Land and improvements	\$ 146	\$ 66
Buildings, structures, and related equipment	2,107	1,943
Machinery and equipment	2,905	2,705
Leasehold improvements and manufacturing plants under construction	503	553
<b>Total property, plant, and equipment, at original cost</b>	<b>5,661</b>	<b>5,267</b>
Accumulated depreciation	(3,179)	(3,080)
Right-of-use operating lease assets, net of amortization	369	364
<b>Property, plant, and equipment – net</b>	<b>\$ 2,851</b>	<b>\$ 2,550</b>

**ALL OTHER ASSETS AND ALL OTHER LIABILITIES.**

**All Other Current Assets**

	As of	
	March 31, 2025	December 31, 2024
Prepaid expenses and deferred costs	\$ 249	\$ 188
Financing receivables – net	90	90
Derivative instruments <sup>(1)</sup>	100	123
Tax receivables	116	115
Other <sup>(2)</sup>	46	16
<b>All other current assets</b>	<b>\$ 601</b>	<b>\$ 532</b>

**All Other Non-Current Assets**

	As of	
	March 31, 2025	December 31, 2024
Prepaid pension asset	\$ 723	\$ 657
Equity method and other investments	235	373
Financing receivables – net	186	183
Long-term receivables – net	161	142
Inventories	143	139
Contract and other deferred assets	213	208
Capitalized cloud computing arrangement implementation costs	113	84
Other <sup>(3)</sup>	152	164
<b>All other non-current assets</b>	<b>\$ 1,926</b>	<b>\$ 1,950</b>

**All Other Current Liabilities**

	As of	
	March 31, 2025	December 31, 2024
Sales allowances and related liabilities	\$ 221	\$ 242
Income and indirect tax liabilities including uncertain tax positions	286	279
Product warranties	171	168
Accrued freight and utilities	154	163
Operating lease liabilities	119	115
Derivative instruments <sup>(1)</sup>	120	90
Interest payable on borrowings	141	92
Environmental and asset retirement obligations	17	17
Other <sup>(4)</sup>	355	386
<b>All other current liabilities</b>	<b>\$ 1,583</b>	<b>\$ 1,552</b>

**All Other Non-Current Liabilities**

	As of	
	March 31, 2025	December 31, 2024
Contract liabilities	\$ 724	\$ 686
Operating lease liabilities	266	270
Environmental and asset retirement obligations	395	291
Income and indirect tax liabilities including uncertain tax positions	170	237
Derivative instruments <sup>(1)</sup>	39	64
Finance lease obligations	40	40
Sales allowances and related liabilities	24	23
Other <sup>(5)</sup>	182	184
<b>All other non-current liabilities</b>	<b>\$ 1,840</b>	<b>\$ 1,796</b>

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

(2) Current assets Other primarily represents indemnity assets associated with separation agreements with GE as of March 31, 2025.

(3) Non-current assets Other primarily consists of indemnity assets associated with separation agreements with GE, derivative instruments, and tax receivables.

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

(5) Non-current liabilities Other primarily consists of miscellaneous accrued costs, indemnity liabilities associated with separation agreements with GE, and contingent consideration liabilities.

**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 to borrowings. In connection with the supply chain finance programs, payment terms normally range from 30 to 180 days, depending on the underlying supplier agreements.

Included within Accounts payable in the Condensed Consolidated Statements of Financial Position as of March 31, 2025 and December 31, 2024 were \$364 million and \$394 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.

Activity attributable to redeemable noncontrolling interests is presented below.

	For the three months ended March 31	
	2025	2024
<b>Balance at beginning of period</b>	<b>\$ 188</b>	<b>\$ 165</b>
Net income attributable to redeemable noncontrolling interests	24	11
<b>Balance at end of period</b>	<b>\$ 211</b>	<b>\$ 177</b>

**OTHER INCOME (EXPENSE) – NET.**

	For the three months ended March 31	
	2025	2024
Net financing income and investment income (loss)	\$ (1)	\$ (16)
Equity method income (loss)	3	1
Change in fair value of assumed obligations	(8)	(8)
Gain on remeasurement of NMP equity method investment <sup>(1)</sup>	97	—
Other items, net <sup>(2)</sup>	8	14
<b>Total other income (expense) – net</b>	<b>\$ 99</b>	<b>\$ (8)</b>

(1) Refer to Note 7, “Acquisitions, Goodwill, and Other Intangible Assets” for additional information on the NMP acquisition.

(2) Other items, net primarily consists of licensing and royalty income, lease income, change in tax indemnities, and gains and losses related to derivatives. Additionally, for the three months ended March 31, 2025 it includes a realization of a gain contingency.

**NOTE 17. SUBSEQUENT EVENTS**

On April 30, 2025, our Board of Directors authorized a share repurchase program for up to \$1,000 million of our common stock. Repurchases may be made from time to time in the open market, in privately negotiated transactions, or in such other manner as determined by GE HealthCare. The repurchase program does not have an expiration date, does not obligate GE HealthCare to acquire any particular amount of common stock, and may be suspended or terminated at any time at the Company's discretion.

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

The following discussion and analysis of our financial results should be read in conjunction with the condensed consolidated financial statements and corresponding notes (the "financial statements") 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 results of GE HealthCare Technologies Inc. and its subsidiaries ("GE HealthCare," the "Company," "our," "us," or "we") for the three months ended March 31, 2025 and 2024. 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, 2024. 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, 2024.

On January 3, 2023, the General Electric Company, which now operates as GE Aerospace ("GE"), completed the spin-off of GE HealthCare Technologies Inc. (the "Spin-Off").

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 may not sum due to the use of rounded numbers. Percentages presented are calculated from the underlying whole-dollar amounts, and unless otherwise stated, represent changes year-over-year.

Effective July 1, 2024, Image Guided Therapies, previously part of the Imaging segment, was realigned to the Ultrasound segment. The Ultrasound segment was subsequently renamed Advanced Visualization Solutions ("AVS"). Following this realignment, the Company continues to have four reportable segments: Imaging, Advanced Visualization Solutions, 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. Historical segment financial information presented within this report has been recast to conform to the new reportable segments structure. For additional information on our segments, refer to Note 3, "Segment Information."

### 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, 2024.

#### KEY TRENDS AFFECTING RESULTS OF OPERATIONS.

##### *Global Trade and Macroeconomic Environment*

In February 2025, the U.S. imposed new tariffs on products from China; in March 2025, those tariffs on Chinese products were increased and new tariffs were imposed on products imported from Mexico and Canada. These tariffs were in effect for less than a full quarter, and thus did not significantly impact our results for the three months ended March 31, 2025.

In addition to the tariffs announced during the three months ended March 31, 2025, in April 2025, the U.S. announced additional new tariffs on imports from all countries in the world (except Mexico and Canada). China responded by announcing tariffs on U.S. imports, and subsequently both the U.S. and China announced additional tariffs. If maintained at current levels, we expect the U.S. and Chinese tariffs on imports from each other, as well as the U.S. baseline tariff on other countries (currently at 10% but subject to revision in July 2025), and the tariffs announced during the three months ended March 31, 2025, will materially impact our financial results through the incurrence of additional costs. Additional tariffs or other trade restrictions by the U.S. or other countries where we do significant business, or other restrictions on specific industries, such as pharmaceuticals, could further materially impact our results in the future. While we are taking actions to mitigate the impact of tariffs, it is highly unlikely that we will be able to fully offset the additional costs or other negative impacts resulting from the tariffs.

We continue to monitor the global markets in which we operate for changes in customer behavior, changes in government spending and reimbursement, and indirect impacts from the tariffs. Should these factors dampen economic growth, slow global trade, or impact inflation, we could see adverse impacts to our business as our customers adapt to the change in economic environment. We continue to monitor potential impacts on purchasing decisions by both public and private customers in China and other markets as result of the current trade environment, as well as other actions related to tariffs and trade frictions, investigations, or activities that could similarly increase our costs or otherwise impact our business. In addition, if negative sentiment towards U.S. companies influences the purchasing decisions of global customers, our business could be impacted materially.

### *China Market*

We continue to monitor developments in the market in China. In March 2024, the government in China announced a new stimulus program (“2024 stimulus”) that includes the healthcare sector and is being implemented through China’s provinces. In addition, the focus of the government in China on combating corruption in the healthcare sector remains ongoing, and we expect it to remain a focus in the future. These factors contributed to delayed orders and revenues in our China business throughout 2024 and the first quarter of 2025. We expect the 2024 stimulus program will result in opportunities for our business in China in the longer term, but it has had short-term impacts as provinces develop and announce their plans and customers begin to make purchasing decisions. We expect these factors to continue to impact our orders and revenues in the near term, although we are unable to predict the exact duration or magnitude of the impact. We expect both of these impacts to be temporary, and we believe the focus of government policy in China on expanding access to healthcare will benefit our business in China in the long term.

### *Russia and Ukraine Conflict*

We had \$143 million and \$162 million of assets in, or directly related to, Russia and Ukraine as of March 31, 2025 and December 31, 2024, respectively, none of which are subject to sanctions that impact the carrying value of the assets. We generated revenues of \$64 million and \$77 million from customers in these two countries for the three months ended March 31, 2025 and 2024, 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. Under the current U.S. Department of Commerce regulations, we are permitted to export, re-export, or transfer medical equipment and spare parts that meet stated criteria under a License Exception, which has eliminated the need for us to obtain individual U.S. licenses in most cases; however, licenses still may be needed for some transactions. 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 three months ended March 31, 2025 and 2024 and will continue to do so as we confirm applicability of the 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.

## **SUMMARY OF KEY PERFORMANCE MEASURES**

Management reviews and analyzes several key performance measures including Total revenues, 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.”

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\*Non-GAAP Financial Measure

## RESULTS OF OPERATIONS

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

### Condensed Consolidated Statements of Income (Unaudited)

	For the three months ended March 31	
	2025	2024
Sales of products	\$ 3,117	\$ 3,045
Sales of services	1,660	1,605
<b>Total revenues</b>	<b>4,777</b>	<b>4,650</b>
Cost of products	1,963	1,967
Cost of services	802	782
<b>Gross profit</b>	<b>2,012</b>	<b>1,902</b>
Selling, general, and administrative	1,040	1,038
Research and development	344	324
<b>Total operating expenses</b>	<b>1,383</b>	<b>1,362</b>
<b>Operating income</b>	<b>629</b>	<b>540</b>
Interest and other financial charges – net	110	122
Non-operating benefit (income) costs	(74)	(102)
Other (income) expense – net	(99)	8
<b>Income before income taxes</b>	<b>692</b>	<b>512</b>
Benefit (provision) for income taxes	(104)	(124)
<b>Net income</b>	<b>588</b>	<b>388</b>
Net (income) loss attributable to noncontrolling interests	(24)	(14)
<b>Net income attributable to GE HealthCare</b>	<b>\$ 564</b>	<b>\$ 374</b>

### TOTAL REVENUES.

#### Revenues by Segment

	For the three months ended March 31			
	2025	2024	% change	% organic* change
Segment revenues				
Imaging	\$ 2,140	\$ 2,062	4%	5%
AVS	1,239	1,227	1%	3%
PCS	753	747	1%	2%
PDx	632	599	6%	8%
Other <sup>(1)</sup>	13	15		
<b>Total revenues</b>	<b>\$ 4,777</b>	<b>\$ 4,650</b>	<b>3%</b>	<b>4%</b>

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

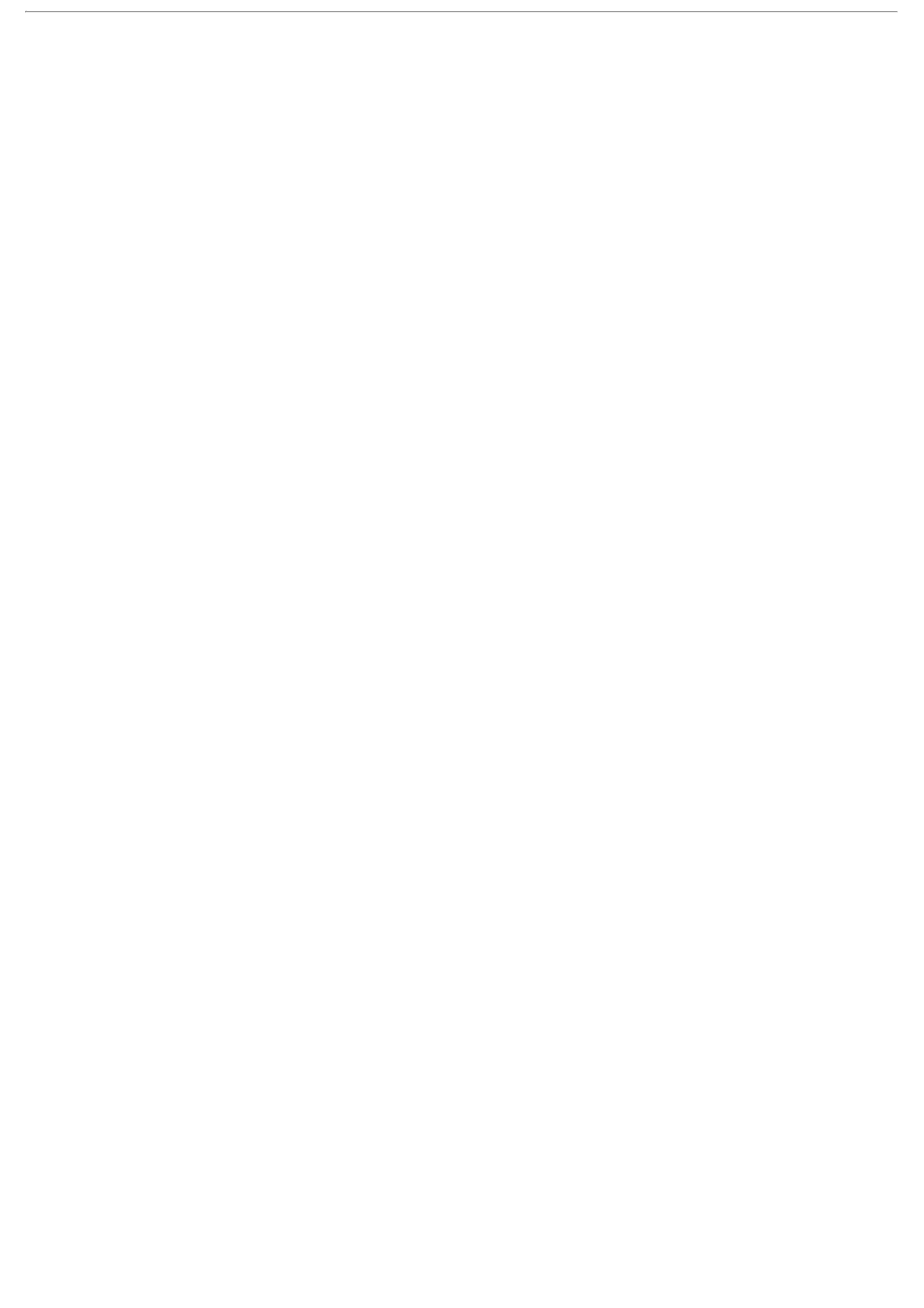
#### Revenues by Region

	For the three months ended March 31		
	2025	2024	% change
United States and Canada (“USCAN”)	\$ 2,237	\$ 2,093	7%
Europe, the Middle East, and Africa (“EMEA”)	1,174	1,174	—%
China region	593	597	(1)%
Rest of World	773	785	(2)%
<b>Total revenues</b>	<b>\$ 4,777</b>	<b>\$ 4,650</b>	<b>3%</b>

For the three months ended March 31, 2025

Total revenues were \$4,777 million, growing 3% as reported and 4% organically\*. Sales of products increased 2% or \$71 million with strong growth in USCAN, led by PDx and Imaging segment revenues. Sales of services increased 3% or \$56 million primarily driven by growth in new and existing customer contractual agreements.

\*Non-GAAP Financial Measure



The segment revenues were as follows:

- Imaging segment revenues were \$2,140 million, growing 4% or \$77 million, with growth across all regions, led by Molecular Imaging and Computed Tomography (“MI/CT”) and Magnetic Resonance (“MR”) product lines;
- AVS segment revenues were \$1,239 million, growing 1% or \$12 million, with strength in the U.S. market largely offset by unfavorable foreign currency impacts and continued pressure in the China market.
- PCS segment revenues were \$753 million, growing 1% or \$6 million, driven by strength in the U.S., including growth in Monitoring Solutions, largely offset by declines in Anesthesia revenues due to market timing and unfavorable foreign currency impacts; and
- PDx segment revenues were \$632 million, growing 6% or \$33 million driven by continued growth in price and volume.

The regional revenues were as follows:

- USCAN revenues were \$2,237 million, growing 7% or \$143 million with growth across all segment revenues, led by strong growth in PDx and Imaging revenues;
- EMEA revenues were \$1,174 million, flat to the prior year, with growth in PDx and Imaging revenues offset by unfavorable foreign currency impacts;
- China region revenues were \$593 million, decreasing 1% or \$4 million due to a decrease in AVS revenues and unfavorable foreign currency impacts, largely offset by growth in PDx and Imaging revenues; and
- Rest of World revenues were \$773 million, decreasing 2% or \$12 million due to unfavorable foreign currency impacts, partially offset by growth in Imaging revenues.

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

	For the three months ended March 31				
	2025	% of Total revenues	2024	% of Total revenues	% change
Operating income	\$ 629	13.2%	\$ 540	11.6%	17%
Net income attributable to GE HealthCare	564	11.8%	374	8.0%	51%
Adjusted EBIT*	715	15.0%	681	14.7%	5%
Adjusted net income*	464	9.7%	413	8.9%	12%

*For the three months ended March 31, 2025*

Operating income was \$629 million, an increase of \$89 million and 160 basis points as a percent of Total revenues. The increase was due to the following factors:

- Gross profit increased \$111 million or 120 basis points as a percent of Total revenues primarily due to a reduction in Cost of products sold as a percent of Total revenues. Cost of products sold decreased \$4 million or 160 basis points as a percent of Sales of products. The decrease as a percent of sales was driven primarily by cost productivity, partially offset by unfavorable mix within our product offerings and cost inflation. Cost of services sold increased \$20 million but decreased 40 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 unfavorable mix within our service offerings. Included in our total cost of revenue as part of our product investment was \$96 million in engineering costs for design follow-through on new product introductions and product lifecycle maintenance subsequent to the initial product launch, compared to \$101 million for the prior year comparable period; and
- Total operating expenses increased \$21 million primarily due to an increase in Research and Development (“R&D”) investments of \$20 million and an increase in Selling, general, and administrative (“SG&A”) expense of \$2 million primarily driven by increased investment in our commercial teams, largely offset by a decrease in Spin-Off and separation costs. As a result, SG&A as a percentage of Total revenues decreased by 60 basis points and R&D as a percentage of Total revenues increased by 20 basis points.

\*Non-GAAP Financial Measure

Net income attributable to GE HealthCare and Net income margin were \$564 million and 11.8%, an increase of \$190 million and 380 basis points, respectively, primarily due to the following factors:

- Operating income increased \$89 million, as discussed above;
- Interest and other financial charges – net decreased \$12 million primarily driven by repayments made on the Term Loan Facility;
- Non-operating benefit income decreased \$28 million primarily due to lower expected returns on plan assets;
- Other income – net increased \$107 million primarily driven by the remeasurement of the Company's 50% interest in Nihon Medi-Physics Co., Ltd (“NMP”) based on the cash consideration exchanged for acquiring the remaining 50% equity interest. For additional detail on the NMP acquisition, refer to Note 7, “Acquisitions, Goodwill, and Other Intangible Assets”; and
- Provision for income taxes decreased \$20 million primarily due to the release of income tax reserves in a foreign jurisdiction for tax years which are no longer subject to an assessment from the local taxing authorities. For additional detail regarding our income taxes, see Note 10, “Income Taxes.”

Adjusted EBIT\* and Adjusted EBIT margin\* were \$715 million and 15.0%, an increase of \$33 million and 30 basis points, respectively, primarily due to an increase in Gross profit, partially offset by an increase in operating expenses.

Adjusted net income\* was \$464 million, an increase of \$51 million primarily due to the increase in Gross profit and lower Interest and other financial charges – net, partially offset by an increase in operating expenses.

## 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 Note 3, “Segment Information” for additional information on our reportable segments, and “Results of Operations” above for discussion on segment revenue performance.

### Segment EBIT

	For the three months ended March 31				
	2025	% of segment revenues	2024	% of segment revenues	% change
Imaging	\$ 199	9.3 %	\$ 166	8.0 %	20 %
AVS	261	21.1 %	257	20.9 %	2 %
PCS	48	6.4 %	81	10.9 %	(41)%
PDx	205	32.4 %	178	29.7 %	15 %

For the three months ended March 31, 2025

- Imaging Segment EBIT was \$199 million, an increase of \$33 million due to cost productivity, growth in sales volume, and an increase in price, partially offset by unfavorable mix and increased investment;
- AVS Segment EBIT was \$261 million, an increase of \$4 million due to growth in sales volume and cost productivity largely offset by cost inflation;
- PCS Segment EBIT was \$48 million, a decrease of \$33 million due to increased investment, cost inflation, and unfavorable mix; and
- PDx Segment EBIT was \$205 million, an increase of \$27 million due to an increase in price and growth in sales volume, partially offset by increased investment.

\*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 will help investors understand our financial condition, cash flows, and operating results, and assess our future prospects. 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. Descriptions of the reported non-GAAP measures are included below.

We report Organic revenue and Organic revenue growth rate to provide management and investors with additional understanding and visibility into the underlying revenue trends of our established, ongoing operations, as well as provide insights into overall demand for our products and services. To calculate these measures, we exclude the effect of acquisitions, dispositions, and foreign currency rate fluctuations.

We report EBIT, Adjusted EBIT, Adjusted EBIT margin, Adjusted net income, and Adjusted earnings per share to provide management and investors with additional understanding of our business by highlighting the results from ongoing operations and the underlying profitability factors, on a normalized basis. To calculate these measures we exclude, and reflect in the detailed reconciliations below, the following adjustments as applicable: Interest and other financial charges – net, Net (income) loss attributable to noncontrolling interests, Non-operating benefit (income) costs, Benefit (provision) for income taxes and certain tax related adjustments, and certain non-recurring and/or non-cash items. We may from time to time consider excluding other non-recurring items to enhance comparability between periods. Adjusted EBIT margin is calculated by taking Adjusted EBIT divided by Total revenues for the same period.

We report Adjusted tax expense and Adjusted ETR to provide management and 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 ETR is Adjusted tax expense divided by income before income taxes less the pre-tax income adjustments referenced above.

We report Free cash flow to provide management and investors with an important measure of our ability to generate cash on a normalized basis and provide insight into our flexibility to allocate capital. Free cash flow is Cash from (used for) operating activities – continuing operations including cash flows related to the additions and dispositions of property, plant, and equipment (“PP&E”) and additions of internal-use software. Free cash flow does not represent residual cash flows available for discretionary expenditures, due to the fact that the measure does not deduct the capital required for debt repayments.

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. In order to compensate for the discussed limitations, management does not consider these measures in isolation from or as alternatives to the comparable financial measures determined in accordance with U.S. GAAP. The detailed reconciliations of each non-GAAP financial measure to the most directly comparable U.S. GAAP financial measure are provided below, and no single financial measure should be relied on to evaluate our business.

Organic Revenue*	For the three months ended March 31		
	2025	2024	% change
<b>Imaging revenues</b>	\$ 2,140	\$ 2,062	4%
Less: Acquisitions <sup>(1)</sup>	14	—	
Less: Dispositions <sup>(2)</sup>	—	—	
Less: Foreign currency exchange	(38)	—	
<b>Imaging Organic revenue*</b>	\$ 2,165	\$ 2,062	5%
<b>AVS revenues</b>	\$ 1,239	\$ 1,227	1%
Less: Acquisitions <sup>(1)</sup>	—	—	
Less: Dispositions <sup>(2)</sup>	—	—	
Less: Foreign currency exchange	(19)	—	
<b>AVS Organic revenue*</b>	\$ 1,258	\$ 1,227	3%
<b>PCS revenues</b>	\$ 753	\$ 747	1%
Less: Acquisitions <sup>(1)</sup>	—	—	
Less: Dispositions <sup>(2)</sup>	—	—	
Less: Foreign currency exchange	(7)	—	
<b>PCS Organic revenue*</b>	\$ 760	\$ 747	2%
<b>PDx revenues</b>	\$ 632	\$ 599	6%
Less: Acquisitions <sup>(1)</sup>	—	—	
Less: Dispositions <sup>(2)</sup>	—	—	
Less: Foreign currency exchange	(14)	—	
<b>PDx Organic revenue*</b>	\$ 646	\$ 599	8%
<b>Other revenues</b>	\$ 13	\$ 15	(11)%
Less: Acquisitions <sup>(1)</sup>	—	—	
Less: Dispositions <sup>(2)</sup>	—	—	
Less: Foreign currency exchange	—	—	
<b>Other Organic revenue*</b>	\$ 13	\$ 15	(10)%
<b>Total revenues</b>	\$ 4,777	\$ 4,650	3%
Less: Acquisitions <sup>(1)</sup>	14	—	
Less: Dispositions <sup>(2)</sup>	—	—	
Less: Foreign currency exchange	(78)	—	
<b>Organic revenue*</b>	\$ 4,842	\$ 4,650	4%

(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.

\*Non-GAAP Financial Measure

**Adjusted EBIT\***

	For the three months ended March 31		
	2025	2024	% change
<b>Net income attributable to GE HealthCare</b>	<b>\$ 564</b>	<b>\$ 374</b>	<b>51%</b>
Add: Interest and other financial charges – net	110	122	
Add: Non-operating benefit (income) costs	(74)	(102)	
Less: Benefit (provision) for income taxes	(104)	(124)	
Less: Net (income) loss attributable to noncontrolling interests	(24)	(14)	
<b>EBIT*</b>	<b>\$ 728</b>	<b>\$ 531</b>	<b>37%</b>
Add: Restructuring costs <sup>(1)</sup>	22	40	
Add: Acquisition and disposition-related charges (benefits) <sup>(2)</sup>	8	—	
Add: Spin-Off and separation costs <sup>(3)</sup>	24	60	
Add: (Gain) loss on business and asset dispositions <sup>(4)</sup>	(10)	—	
Add: Amortization of acquisition-related intangible assets	35	31	
Add: Investment revaluation (gain) loss <sup>(5)</sup>	(92)	20	
<b>Adjusted EBIT*</b>	<b>\$ 715</b>	<b>\$ 681</b>	<b>5%</b>
<b>Net income margin</b>	<b>11.8%</b>	<b>8.0%</b>	<b>380 bps</b>
<b>Adjusted EBIT margin*</b>	<b>15.0%</b>	<b>14.7%</b>	<b>30 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 and for the three months ended March 31, 2025 includes the impact from the revaluation of our existing 50% interest in NMP as part of the acquisition transaction.

**Adjusted Net Income\***

	For the three months ended March 31		
	2025	2024	% change
<b>Net income attributable to GE HealthCare</b>	<b>\$ 564</b>	<b>\$ 374</b>	<b>51%</b>
Add: Non-operating benefit (income) costs	(74)	(102)	
Add: Restructuring costs <sup>(1)</sup>	22	40	
Add: Acquisition and disposition-related charges (benefits) <sup>(2)</sup>	8	—	
Add: Spin-Off and separation costs <sup>(3)</sup>	29	60	
Add: (Gain) loss on business and asset dispositions <sup>(4)</sup>	(10)	—	
Add: Amortization of acquisition-related intangible assets	35	31	
Add: Investment revaluation (gain) loss <sup>(5)</sup>	(92)	20	
Add: Tax effect of reconciling items <sup>(6)</sup>	—	(14)	
Add: Spin-Off and other tax adjustments <sup>(7)</sup>	(17)	5	
<b>Adjusted net income*</b>	<b>\$ 464</b>	<b>\$ 413</b>	<b>12%</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. An adjustment is included to eliminate the associated impact on Net (income) loss attributable to noncontrolling interests for applicable costs that impact earnings attributable to noncontrolling interests.
- (4) Consists of gains and losses resulting from the sale of assets and investments.
- (5) Primarily relates to valuation adjustments for equity investments and for the three months ended March 31, 2025 includes the impact from the revaluation of our existing 50% interest in NMP as part of the acquisition transaction.
- (6) The tax effect of reconciling items is calculated using the statutory tax rate, taking into consideration the nature of the items and the relevant taxing jurisdiction.
- (7) Consists of certain income tax adjustments, including the release of income tax reserves in a foreign jurisdiction for tax years which are no longer subject to an assessment from the local taxing authorities, discrete tax impacts resulting from the Spin-Off and separation from GE, and tax impacts of the NMP acquisition. As of the third quarter of 2024 this line additionally includes discrete tax impacts resulting from the Spin-Off and separation from GE previously reported under Tax effect of reconciling items.

\*Non-GAAP Financial Measure

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

	For the three months ended March 31		
	2025	2024	\$ change
<b>Diluted earnings per share</b>	<b>\$ 1.23</b>	<b>\$ 0.81</b>	<b>\$ 0.41</b>
Add: Non-operating benefit (income) costs	(0.16)	(0.22)	
Add: Restructuring costs <sup>(1)</sup>	0.05	0.09	
Add: Acquisition and disposition-related charges (benefits) <sup>(2)</sup>	0.02	—	
Add: Spin-Off and separation costs <sup>(3)</sup>	0.06	0.13	
Add: (Gain) loss on business and asset dispositions <sup>(4)</sup>	(0.02)	—	
Add: Amortization of acquisition-related intangible assets	0.08	0.07	
Add: Investment revaluation (gain) loss <sup>(5)</sup>	(0.20)	0.04	
Add: Tax effect of reconciling items <sup>(6)</sup>	—	(0.03)	
Add: Spin-Off and other tax adjustments <sup>(7)</sup>	(0.04)	0.01	
<b>Adjusted earnings per share*</b>	<b>\$ 1.01</b>	<b>\$ 0.90</b>	<b>\$ 0.11</b>
<b>Diluted weighted-average shares outstanding</b>	<b>459</b>	<b>459</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. An adjustment is included to eliminate the associated impact on Net (income) loss attributable to noncontrolling interests for applicable costs that impact earnings attributable to noncontrolling interests.
- (4) Consists of gains and losses resulting from the sale of assets and investments.
- (5) Primarily relates to valuation adjustments for equity investments and for the three months ended March 31, 2025 includes the impact from the revaluation of our existing 50% interest in NMP as part of the acquisition transaction.
- (6) The tax effect of reconciling items is calculated using the statutory tax rate, taking into consideration the nature of the items and the relevant taxing jurisdiction.
- (7) Consists of certain income tax adjustments, including the release of income tax reserves in a foreign jurisdiction for tax years which are no longer subject to an assessment from the local taxing authorities, discrete tax impacts resulting from the Spin-Off and separation from GE, and tax impacts of the NMP acquisition. As of the third quarter of 2024 this line additionally includes discrete tax impacts resulting from the Spin-Off and separation from GE previously reported under Tax effect of reconciling items.

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

	For the three months ended March 31	
	2025	2024
<b>Benefit (provision) for income taxes</b>	<b>\$ (104)</b>	<b>\$ (124)</b>
Add: Tax effect of reconciling items <sup>(1)</sup>	—	(14)
Add: Spin-Off and other tax adjustments <sup>(2)</sup>	(17)	5
<b>Adjusted tax expense*</b>	<b>\$ (121)</b>	<b>\$ (133)</b>
<b>Effective tax rate</b>	<b>15.0%</b>	<b>24.2%</b>
<b>Adjusted effective tax rate*</b>	<b>20.1%</b>	<b>23.7%</b>

- (1) The tax effect of reconciling items is calculated using the statutory tax rate, taking into consideration the nature of the items and the relevant taxing jurisdiction.
- (2) Consists of certain income tax adjustments, including the release of income tax reserves in a foreign jurisdiction for tax years which are no longer subject to an assessment from the local taxing authorities, discrete tax impacts resulting from the Spin-Off and separation from GE, and tax impacts of the NMP acquisition. As of the third quarter of 2024 this line additionally includes discrete tax impacts resulting from the Spin-Off and separation from GE previously reported under Tax effect of reconciling items.

\*Non-GAAP Financial Measure

**Free Cash Flow\***

	For the three months ended March 31		
	2025	2024	% change
<b>Cash from (used for) operating activities</b>	<b>\$ 250</b>	<b>\$ 419</b>	<b>(40)%</b>
Add: Additions to PP&E and internal-use software	(152)	(145)	
Add: Dispositions of PP&E	—	—	
<b>Free cash flow*</b>	<b>\$ 98</b>	<b>\$ 274</b>	<b>(64)%</b>

**LIQUIDITY AND CAPITAL RESOURCES**

As of March 31, 2025, our Cash, cash equivalents, and restricted cash balance in the Condensed Consolidated Statements of Financial Position was \$2,473 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."

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:

<b>Cash Flow</b>	For the three months ended March 31	
	2025	2024
Cash from (used for) operating activities	\$ 250	\$ 419
Cash from (used for) investing activities	(407)	(188)
Cash from (used for) financing activities	(286)	(153)
Free cash flow*	98	274

*Operating Activities*

Cash generated from operating activities in the three months ended March 31, 2025 was \$250 million and included Net income of \$588 million, adjusted for non-cash items including depreciation and amortization expense of \$136 million and gain on remeasurement of NMP equity method investment of \$97 million, and \$377 million in net outflows from changes in assets and liabilities. The changes in assets and liabilities are primarily driven by compensation and benefit payments, an increase in inventories to meet business demand, and company-funded benefit payments for postretirement benefit plans, partially offset off by an increase in accounts payable.

Cash generated from operating activities for the three months ended March 31, 2025 decreased by \$169 million compared to the same period in 2024, primarily due to timing of employee compensation payments, with the majority of annual payments shifted from the second quarter to the first quarter of 2025, and inventory build.

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.

*Investing Activities*

Cash used for investing activities in the three months ended March 31, 2025 was \$407 million and primarily included purchases of businesses, net of cash acquired, of \$269 million related to the acquisition of the remaining 50% interest in NMP and additions to PP&E of \$152 million related mostly to new product introductions and manufacturing capacity expansion. Refer to Note 7, "Acquisitions, Goodwill, and Other Intangible Assets" for additional information on the NMP acquisition.

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.

*Financing Activities*

Cash used for financing activities in the three months ended March 31, 2025 was \$286 million and primarily included a repayment of \$250 million of our outstanding Term Loan Facility. Refer to Note 8, "Borrowings" for further information.

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.

\*Non-GAAP Financial Measure

*Free cash flow\**

Free cash flow\* was \$98 million for the three months ended March 31, 2025 and primarily included \$250 million of cash generated from operating activities, partially offset by \$152 million of cash used for additions to PP&E.

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.

*Capital Expenditures*

Cash used for capital expenditures was \$152 million and \$145 million for the three months ended March 31, 2025 and 2024, respectively. Capital expenditures were primarily for manufacturing capacity expansion, new product introductions, and equipment and tooling for new and existing products.

*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, 2024. We have material cash requirements related to our pension obligations as described in Note 9, "Postretirement Benefit Plans."

*Share Repurchase Program*

On April 30, 2025, our Board of Directors authorized a share repurchase program for up to \$1,000 million of our common stock. Repurchases may be made from time to time in the open market, in privately negotiated transactions, or in such other manner as determined by GE HealthCare. The repurchase program does not have an expiration date, does not obligate GE HealthCare to acquire any particular amount of common stock, and may be suspended or terminated at any time at the Company's discretion.

*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. Additional information on our debt and credit facilities, including definitions of the terms used below, is included in Note 8, "Borrowings." As of March 31, 2025, we had \$8,759 million of total debt compared to \$8,951 million as of December 31, 2024. The decrease in debt was due primarily to a repayment of \$250 million of the outstanding Term Loan Facility in the first quarter of 2025.

The weighted average interest rate for the Notes and our Credit Facilities for the three months ended March 31, 2025 was 5.93%.

In addition to the Term Loan Facility, our credit facilities include a five-year senior unsecured revolving facility that provides borrowings of up to \$3,000 million expiring in March 2030, and a 364-day senior unsecured revolving facility that provides borrowings of up to \$500 million expiring in March 2026. As of March 31, 2025, 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, 2025, we were in compliance with the covenant requirements, including the maximum consolidated net leverage ratio.

*Access to Capital and Credit Ratings*

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"), S&P Global Ratings ("S&P"), and Fitch Ratings ("Fitch") currently issue ratings on our long-term debt.

Our credit ratings as of April 23, 2025 are set forth in the table below and remain unchanged since the Spin-Off.

	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."

\*Non-GAAP Financial Measure

## **CRITICAL ACCOUNTING ESTIMATES**

There have been no material changes to the critical accounting estimates disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

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

We are exposed to market risk primarily from changes in foreign currency exchange rates, interest 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, 2024.

## **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 in 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, 2025, 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, 2025, there were no changes in the Company's internal control over financial reporting 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 statement 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, 2024.

### **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="#">Credit Agreement, dated as of March 27, 2025, among the Registrant, as the borrower, JPMorgan Chase Bank, N.A., as the Administrative Agent, and the lenders party thereto (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on March 31, 2025).</a>
10.2	<a href="#">364-Day Revolving Credit Agreement, dated as of March 27, 2025, among the Registrant, as the borrower, JPMorgan Chase Bank, N.A., as the Administrative Agent, and the lenders party thereto (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the SEC on March 31, 2025).</a>
10.3	<a href="#">Employment contract with Roland Rott, dated as of June 30, 2024.<sup>†</sup></a>
10.4	<a href="#">2025 GE HealthCare Restricted Stock Unit Grant Agreement.</a>
10.5	<a href="#">2025 GE HealthCare Stock Option Grant Agreement.</a>
10.6	<a href="#">2025 GE HealthCare Performance Stock Unit Grant Agreement.</a>
10.7	<a href="#">2025 GE HealthCare New Hire Restricted Stock Unit Grant Agreement.</a>
10.8	<a href="#">2025 Global Addendum.</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, 2025, formatted in inline XBRL (eXtensible Business Reporting Language); (1) Condensed Consolidated Statements of Income for the three months ended March 31, 2025 and 2024; (2) Condensed Consolidated Statements of Comprehensive Income (Loss) for the three months ended March 31, 2025 and 2024; (3) Condensed Consolidated Statements of Financial Position as of March 31, 2025 and December 31, 2024; (4) Condensed Consolidated Statements of Changes in Equity for the three months ended March 31, 2025 and 2024; (5) Condensed Consolidated Statements of Cash Flows for the three months ended March 31, 2025 and 2024; and (6) Notes to the Condensed Consolidated Financial Statements.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).
†	Certain portions of this exhibit have been redacted pursuant to Item 601(b)(2)(ii) or Item 601(b)(10)(iv) of Regulation S-K, as applicable. The Company agrees to furnish supplementally an unredacted copy of the exhibit to the Securities and Exchange Commission upon its request.

## 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, 2025

/s/ George A. Newcomb

\_\_\_\_\_  
Date

\_\_\_\_\_  
George A. Newcomb, Controller & Chief Accounting Officer (authorized signatory)

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT HAS BEEN OMITTED BY MEANS OF REDACTING A PORTION OF THE TEXT AND REPLACING IT WITH [\*\*\*], PURSUANT TO REGULATION S-K ITEM 601(B) OF THE SECURITIES ACT OF 1933, AS AMENDED. CERTAIN CONFIDENTIAL INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS: (i) NOT MATERIAL AND (ii) IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

The following contract is hereby made and entered into by and between

**GE Healthcare Austria GmbH & CO OG**

Tiefenbach 15  
4871 Zipf

(hereinafter "Employer")

and

**Roland Rott**

[\*\*\*]

[\*\*\*]

[\*\*\*]

(hereinafter "Employee")

(the Employer and the Employee both together also referred to as "the Parties")

For reasons of simplification and readability, persons will be referred to in the masculine gender throughout. It goes without saying that the feminine gender is always included.

**Content of the Employment Relationship**

As of July 1, 2024, the Employee shall be employed as CEO and President, GE HealthCare Imaging.

It is specifically understood that in this position, the Employee is, under Austrian law, considered to be an Executive Employee ("Leitender Angestellter").

**Managerial Authority and Relocation**

Within the framework of business and operating requirements, the Employer shall be entitled to alter the Employee's duties for objective reasons and to assign other duties to the Employee that are in line with his knowledge and capabilities and that are at least of an equivalent nature.

The Employer reserves the right, where required, to also assign the Employee to other business establishments of the company or to another place worldwide. In such cases, appropriate consideration shall be given to the Employee's personal interests.

With respect to frequently existing matrix organizations, the Employer expressly reserves the right to also transfer in whole or in part the right to issue instructions to other entities ultimately owned by GE HealthCare Technologies, Inc. (the "GE HealthCare Group") inside and outside Austria.

The Employee is covered by the GE HealthCare Directors & Officers insurance for actions undertaken while as Officer of the Company.

### **Group Clause**

During the term of this employment contract, the Employee must accept any appointment/election by competent bodies as managing director, member of the management board or the supervisory board in GE HealthCare Group companies or holding companies, provided that the Employee can be reasonably expected to do so with due respect to his workload and his professional training.

The Employee shall not be entitled to any claim against the Employer for remuneration for performing such functions in corporate bodies and shall assign claims for remuneration, if any, against any GE HealthCare Group company (except for attendance fees and disbursements, if any), to the Employer.

Upon request by the Employer, which can be made at any time, the Employee shall, without delay, resign from any functions accepted in accordance with this clause.

### **Commencement Date and End of the Employment Relationship**

The employment contract will start on July 1, 2024. For all claims dependent on the length of service in the Company and regulated by law or contract the date of joining July 4, 2011 is valid. This employment contract shall be concluded for an indefinite term; provided, however, that both parties agree that the Employee shall relocate to the United States not later than August 31<sup>st</sup> 2026 ("the Relocation Date") at which point the Austrian contract shall terminate and employment shall continue in the United States with GE HealthCare Technologies, Inc., or one of its subsidiaries, under the terms set forth in the offer letter dated June 6, 2024, which is attached hereto as Appendix A.

Each Party may terminate the employment contract prior to the Relocation Date with effect as of the last day of each calendar month subject to a twelve-months prior notice.

The right of both Parties to prematurely terminate this employment relationship upon important grounds in line with § 27 Austrian Employment law, as may be amended from time to time, shall remain unaffected.

In the event of termination with notice, the Employer shall be authorized to release the Employee from his employment obligations until the termination becomes effective ("garden leave").

The employment relationship shall end without termination at the end of the month in which the Employee receives notice from the competent social insurance organization stating that the Employee is unable to engage in gainful employment on a permanent basis, and the Employee does not withdraw the application prior to expiration of the period allowed for raising an objection or limit it to a fixed-term pension. If the relevant drawing of pension commences later, the employment relationship shall not end until the end of the day preceding the day on which the drawing of such pension commences. The Employer must be informed immediately when such notice of pension granted (Pensionsbescheid) is received.

### **Voluntary Severance**

If the Employer terminates the employment contract (termination reasons upon important grounds line with § 27 Austrian Employment excluded) the Employee shall receive from the Employer the better of (1) what he would be eligible for under the GE HealthCare US Severance and Change in Control Plan for CEO and Leadership Team (the "Severance Plan," as maybe amended from time to time ), the current version of which can be found [here](#), if he was an Executive as defined in the Severance Plan and the termination is deemed a "Qualifying Termination" as defined in the Severance Plan; or (2) the sum of a gross severance payment of EUR 365,500 plus his base salary during the notice period. Any such payment is subject to signing a release of all claims (except rightful claims like outstanding remuneration) against the Employer and the GE HealthCare Group and complying with the post-contractual benefits included below. If Employee receives severance as outlined above the payment will cover all claims to severance under Austrian law or any other plan or law as well as all claims arising from the Employee's first 10 years of employment in Germany and those years of service will not be counted toward severance under Austrian plans or law. For the avoidance of doubt, this role has been offered to the Employee on the basis that he has agreed to relocate to the United States on US terms and conditions and, as such, if the Employee refuses to relocate to the United States prior to August 31, 2026, in accordance with the terms of Appendix A, such refusal by the Employee will

be deemed a voluntary resignation and he shall not be entitled to any severance under (1), (2) or any Austrian plan or law.

If Employee receives severance under (1) it will be paid in accordance with the terms of the release and if Employee receives severance under (2) the severance payment under this provision is due at the time of termination of this agreement (provided that no such payment will be made if this agreement terminates due to the Employee's relocation to the United States). The severance payment under (2) is owed as gross severance payment, unless the Employer is required by law to withhold any amounts from the payment. All employee related tax and social security deductions shall be borne by the Employee.

### **Remuneration**

It is noted, that the Employer is excluded from the personal scope of the Collective Bargaining Agreement for employees of the electrical and electronics industry and therefore no collective bargaining agreement is applicable to the present employment relationship.

For all activities performed under this employment contract, the Employee shall receive from the Employer a gross annual salary in the amount of EUR 630,000 payable in fourteen equal instalments of EUR 45,000.00 gross ("monthly salary"). The monthly salary is due and payable in arrears on the last day of each month; the vacation allowance (13<sup>th</sup> salary) will be paid on 30 June and the Christmas allowance (14<sup>th</sup> salary) on 30 November of each calendar year to a bank account to be indicated by the Employee. If the service relationship begins or ends during a calendar year, then vacation allowance and Christmas allowance will be paid pro rata temporis.

The gross monthly salary consists of (i) a base salary in the amount of EUR 7,200 gross and (ii) a resulting overpayment in the amount of EUR 37,800.00 gross.

The fixed salary and any variable compensation shall fully compensate all the Employee's working hours, including extra hours and overtime work, work on weekends and public holidays, active and passive travel time as well as readiness for work duty and stand-by, including surcharges, if any ("*all-in clause*").

### **GE HealthCare Annual Long-Term Incentive ("LTI") Grant**

As an Officer, the Employee is in principle entitled to participate in GE HealthCare's annual LTI grant ("GE HealthCare Class Grant") at a target of \$2,500,000 (USD). Actual grant values may be higher or lower than target based on individual performance, leadership and other factors, in GE HealthCare's discretion. Annual equity awards are typically granted in March each year, with the award type and terms determined by the Talent, Culture and Compensation Committee of the Board of Directors (the "Committee"). All vesting is subject to the Employee's continued employment through the vesting dates. This is a voluntary benefit, to which no legal entitlement exists, either in principle or in terms of amount, even if payment is made on a repeated basis. In particular, such legal entitlement shall not exist if the Employer or GE HealthCare decides to terminate the GE HealthCare Class Grant. Both participation in and also the amount of any benefit under this program shall be at the sole discretion of the Employer and subject to the applicable rules of the program (as may be amended from time to time).

### **Variable compensation**

The employee participates in the One GE HealthCare Annual Bonus Plan (the "Bonus Plan") at a target of 100% of his base salary, although GE HealthCare reserves the right to amend that target percentage with advance notice. Any payment under the Bonus Plan is subject to the terms of the Bonus Plan, as may be amended from time to time. Payments are made in the Company's discretion and are typically based on GE HealthCare performance, business segment performance and individual performance. For the performance year 2024, any bonus Employee receives will be based on 40% GE HealthCare and 60% Imaging actual full year results as well as Employee's individual performance.

The Employer reserves the right to withdraw the variable compensation, if there is an objective reason. Objective reasons are:

economic difficulties within the company (in specific decline in turnover of more than 25% or economic losses in the last fiscal year) and/or serious breach of duty by employee.

The Employer commits to guarantee that in case of withdrawal or amendment of the target bonus percentage, the total target compensation will be reduced not more than 25%.

The employer reserves himself the right to annually determine bonus plan modalities such as targets weighting, the variable compensation composition and its calculation methods, using equitable discretion.

#### **Employee severance fund**

Employer shall continue to pay contributions into the following employee severance fund for the duration of this agreement:

[\*\*\*]  
[\*\*\*]  
[\*\*\*]  
[\*\*\*]

#### **Retirement Benefits**

The Employee shall participate in the Employer's pension scheme in the attached plan, which the Employer may amend from time to time. The relevant scheme shall be provided to the Employee in a separate document.

#### **Assignment and Pledging of Salary Entitlements**

The Employee may not assign or pledge his salary entitlements.

#### **Place of Employment**

Unless otherwise agreed between the Parties, the place of employment shall be Vienna, Austria until no later than August 31, 2026, by which time the Employee must relocate as noted in his offer letter, in accordance with the terms of that offer letter, attached as Appendix A.

Without prejudice to the foregoing provision, the Employee agrees to undertake business trips, also on a regular basis.

#### **Hours of Work/Overtime**

The Employee shall perform his activities on his own responsibility and shall not be bound by fixed working hours.

The Employee shall be at the disposal of the Employer to the extent required for the performance of his tasks and shall perform excess hours and overtime work as required.

The Employee is explicitly excluded from the scope of the Austrian Act on Working Hours ("AZG") and the Austrian Act on Rest Periods ("ARG").

#### **Integrity**

The guidelines concerning the Employer's business ethics, corresponding to the integrity guide ("The Spirit and the Letter"), have been handed to the Employee. The Employee shall be required to comply with these guidelines within the framework of his work for the Employer.

### **Absence and Incapacity for Work**

The Employee shall be obligated to inform the Employer immediately - where possible prior to the start of work - of each instance of incapacity to work of any kind and to give notification of its expected duration. Where possible, any urgent work must be pointed out.

If incapacity to work due to illness lasts longer than three calendar days, the Employee must provide the Employer with documentary evidence of this by no later than the following working day, by means of a physician's certificate stating the existence of his incapacity to work and its expected duration. The Employer reserves the right to demand evidence at an earlier point in time. If the incapacity to work due to illness lasts longer than initially stated on the sickness certificate, this must be again notified without delay. A follow-up certificate of incapacity to work must be submitted within two calendar days.

In the event of illness-based incapacity to work, the Employer's obligation to continue payment shall be based on the statutory or, where applicable, internal provisions.

### **Vacation**

By the applicable provisions of the Vacation Act (Urlaubsgesetz) the Employee shall be entitled to 30 working days of paid leave of absence per year, based on a five-day week. In line with the applicable collective agreement, the vacation year shall commence on the 1<sup>st</sup> day of January of each calendar year. Vacation days in the year of joining the company shall be granted on a pro-rata temporis basis.

### **Business Trips**

The Employee agrees to carry out business trips that are requested by the Employer in the interests of the business.

Expenses and travel costs incurred by the Employee shall be reimbursed in accordance with the Employer's respective valid policies relating to travel expenses. The Employer shall be entitled to change the travel expenses policy on objective grounds, especially in the event of any change in economic or legal conditions.

### **Company Car**

The Employee is currently entitled to use a company car for his work and is entitled to use the company car for private purposes in line with the Employer's valid company car policy. Any tax consequences relating to use of the company car shall be borne by the Employee.

The company car must be returned to the Employer immediately when the employment relationship ends. The Employee shall not have any right of retention and/or entitlement to payment in lieu in respect of use of the company car.

### **Secrecy**

The Employee agrees to keep confidential any business and trade secrets as well as any operational matters of a confidential nature which are identified as such by senior management or which are obviously identifiable as such and not to use them for his own purposes and not to make such confidential matters and/or information accessible or available to any third parties without the explicit consent of senior management, unless he is legally obligated to do so.

The obligation to maintain confidentiality shall also apply to companies that are affiliated to the Employer from an economic or organizational perspective, and shall also continue to be applicable after the employment contract ends where communications to third parties could be detrimental to the Employer.

### **Inventions**

The parties hereto agree that any employee inventions as contemplated in section 7(3) of the Patent Act [PatG] shall belong to Employer. Employee shall be entitled to reasonable remuneration within the meaning of the legal provisions to determined in each and every individual case.

#### **Disclosure Obligations**

The Employee agrees that he will immediately notify the Human Resources Department of any changes in personal circumstances and/or of a change to the information in the master data sheet he completed when he commenced employment in Austria. Where the Employee works in the field, this shall also include any driving disqualifications.

#### **Data Security**

The Employer collects, uses and processes personal data relating to its employees ("Employment Data") for a range of human resources, business, administrative and/or safety/security purposes according to the provisions of the Federal Data Protection Act [Datenschutzgesetz] in its current valid version.

The Employer reserves the right to monitor, within the framework permitted by law, the use of its resources, including use of e-mail, the Internet, the Employer's intranet, the PC, and the telephone, as well as mobile phones or smartphones that are provided. Further information on the use of resources provided by GE is available in the document "Acceptable Use of GE Information Resources". A copy shall be made available.

#### **Secondary Employment**

The Employee shall allocate his work capacity as agreed in this employment contract to the Employer. The Employer must be notified in advance of any secondary employment, regardless of whether it is paid or unpaid and such activities shall also require its consent.

Participation in another commercial enterprise as well as involvement on the boards of any other company shall also require the Employer's prior consent. The acquisition or shares in publicly listed companies is not covered by this ban, provided that the Employee shall not, directly or indirectly, hold more than one per cent of the share capital of the respective company.

If Employer gives prior consent, it can be withdrawn any time, when Employer's interests are affected which contradicts a continuation of secondary employment.

#### **Non-competition Clause**

The Employee shall perform his activities on a full-time basis and shall make available to the Employer his entire working capacity. The Employee is subject to the non-competition covenant of sec 24 of the Austrian Act on Limited Liability Companies and sec 7 AngG.

Without the prior written consent of the Employer, the Employee shall in particular not

- perform any other business activity, be it self-employed or as employee, for third parties, neither as a vocational activity nor in an advisory capacity;
- directly or indirectly participate in any company, except for participation for reasons of investment of personal assets, so long as no controlling influence is exercised by such participation;
- accept or perform functions in the corporate bodies of other legal entities as provided for in this employment contract;
- accept or perform a role as a lobbyist nor be involved with other associations representing special interests.

Activities which fall under the Group Clause are not subject to this covenant.

#### **Post contractual Non-competition Clause**

During a period of 12 months after termination of this agreement, the Employee shall refrain from becoming active in a company in the same line of the Employer's business that the Employee has been working in during the two years prior to the termination date, be it self-employed, as a member of a corporate body, as an adviser, as an employee, or in any other form. The Employee shall, however, be entitled to invest personal assets in such a way that no controlling influence is exercised. This obligation is only applicable within the scope of sec 37 of the Austrian Employees' Act.

#### **Post contractual Non-solicitation Clause**

During a period of 12 months after termination of this agreement, the Employee shall refrain from, without prior written approval from the Chief People Officer of GE Healthcare: (a) whether self-employed, as a member of a corporate body, as an adviser, as an employee, or in any other form, directly or indirectly, solicit or encourage any person who is a Lead Professional Band or higher employee of any entity of the GE HealthCare Group (hereinafter "Restricted Person") to terminate his or her employment relationship with, or accept any other employment outside of, the GE HealthCare Group; (b) directly hire, or recommend or cause to be hired by an entity for which the Employee works, or with which the Employee is otherwise associated or owns more than a 1% ownership interest, any person who is, or was within one year before or after the termination date of this agreement, 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 Employer or any of its affiliates.

Should the Employee violate any of the obligations in the Post contractual Non-competition or Post contractual Non-solicitation clauses above, he shall be liable to a contractual penalty which shall amount to his six-fold last monthly net remuneration. The contractual penalty shall become due upon violation of this contractual provision.

#### **Handling of Company Documents and Surrender Obligations**

Analyzing business information and data as well as analyzing and using records, statistics, drawings, copies and other business documents for private use shall be prohibited.

All GE HealthCare resources and items, business documents of any kind, information and data that have been handed over or made available to the Employee within the context of the employment relationship shall remain the sole property of the Employer and must be stored with care and may only be used for business purposes.

GE HealthCare resources and items, written documents, data storage media, business documents of any kind, copies, notes and other documents concerning operational or business processes that are in the Employee's possession and under the ownership of the Employer must be returned on an unsolicited basis at the time of departure or at the Employer's request at any time during employment, especially following declaration of termination. This shall also include documents of the Employer's customers that have been handed over to the Employee during the employment relationship or have otherwise been made accessible or available to the Employee, as well as any notes that the Employee has created himself.

The deletion of data shall only be permitted with the prior consent of the Employer. The Employee shall not have any right of retention.

The Employee Innovation and Proprietary Information Agreement ("EIPIA") the Employee has signed as part of his employment with the Company shall not be superseded by this agreement and to the extent the relevant clauses of this agreement are inconsistent with the EIPIA, the EIPIA shall control.

#### **Group Insurance/Social Benefits**

For the duration of the employment relationship, the Employee shall be insured under a group accident insurance policy.

### **Preclusion Periods**

Claims arising from the employment relationship shall be forfeited if they are not raised against the other party in written form within three months. The Employee must raise his claims with Human Resources. The limitation period shall begin when the claim has become due and the claimant gains knowledge of the facts that establish the claim, or would have gained knowledge thereof in the absence of gross negligence. This deadline shall not apply in the case of liability for willful intent.

Also excluded is an amount equal to the statutory minimum wage for any worked hour by the employee and corresponding wage compensation entitlements, for example in case of illness and holidays.

If the opposing party rejects the claim in form of a text or does not make a declaration within one month of the notification of the claim, the claim shall be forfeited, unless it is asserted judicially within three months of rejection or of expiration of the deadline. The filing of an action for wrongful dismissal shall not protect the claim.

### **Voluntary Nature of Benefits**

Any benefits - whether pecuniary or non-pecuniary - granted over and above the benefits stated in this employment contract shall be provided on a voluntary basis unless otherwise expressly stated in writing. The Employee shall have no legal entitlement to such benefits in the future, even if they are granted on multiple/repeated occasions and/or over an extended period of time and even if a reservation of voluntary status is not agreed each time the benefit is granted. Instead, the Employer shall decide each year whether any additional benefits will be granted and, if so, the amount in which they will be granted and the terms and conditions under which they will be granted.

### **Final Provisions/Conditions**

The law of the Republic of Austria shall be applicable to this employment contract.

This employment contract replaces all agreements concluded prior to this employment contract between the Parties.

Should one or more provisions of this employment contract be or become void, invalid or unenforceable in whole or in part, this shall not affect the validity and enforceability of the remaining provisions of this employment contract. In these cases, the parties shall agree to replace the void, invalid, or unenforceable provision with a valid provision that comes as close as possible to such provision from an economic standpoint and does so in a legally valid manner according to the intent and purpose of this employment contract, provided a supplementary contractual interpretation (ergänzende Vertragsauslegung) does not take precedence or is not possible.

The Employee has received a copy of this employment contract.

Vienna

30.06.2024

Place

Date

/s/ GE Healthcare Austria GmbH & Co OG      /s/ Roland Rott

GE Healthcare Austria GmbH & Co OG      Roland Rott

[Logo]

Appendix A

Peter Arduini  
President and CEO  
GE HealthCare

June 6, 2024

Dear Roland,

We are pleased to offer you the position of President and CEO, Imaging for GE HealthCare Technologies, Inc. (together, with its affiliates, "GE HealthCare" or the "Company") on July 1, 2024 (your "start date"). This position will report to me. The details of our offer are noted below:

Location	Through no later than August 31, 2026, this role will be located in Austria. Thereafter it will be located in Waukesha, Wisconsin, and you must relocate to Northern Illinois or Wisconsin ("NI/WI") by no later than August 31, 2026. You will receive benefits under the Company's "Local Plus" relocation package, including temporary housing costs in Wisconsin until you relocate, immigration support for you and your family, and relocation benefits under the Company's standard executive-level relocation policy, but excluding any education benefits.
Salary:	€630,000 (Euros) paid monthly.
One GE HealthCare Annual Bonus Plan (the "Bonus Plan"):	Your annual bonus target under the Bonus Plan is 100% of your base salary as of December 31 <sup>st</sup> of each plan year. Payments are made in the Company's discretion and are typically based on GE HealthCare performance, business segment performance and individual performance. For the performance year 2024, any bonus you receive will be based on 40% GE Healthcare and 60% Imaging actual full year results as well as your individual performance.
Long-Term Incentive Plan ("LTIP"):	Starting in 2025, your target annual equity award grant value will be \$2,500,000 (USD). Actual grant values may be higher or lower than target based on individual performance, leadership and other factors, in the Company's discretion. Annual equity awards are typically granted in March each year, with the award type and terms determined by the Talent, Culture and Compensation Committee of the Board of Directors (the "Committee"). All vesting is subject to your continued employment through the vesting dates.

Benefits:

Until you relocate to NI/WI, you will remain employed by GE Healthcare Austria GmbH & CO OG ("GE Healthcare Austria) and continue on that company's payroll and benefit programs. You will also be eligible to participate in the following Company benefit plans:

- The Executive Physical Program which provides reimbursement of up to \$7,500 (US dollars) annually for physical health examinations.
- The Executive Financial Planning Program which provides reimbursement of up to \$15,000 (US dollars) annually for financial planning services.

After you relocate to NI/WI, you will be employed by GE Precision HealthCare, LLC and will be eligible for only U.S. benefits, including the following:

- Participation in the Company's Retirement Savings Program (the "RSP"), under which the Company currently matches 50% of the first 8% of eligible pay you save and contribute 3% of eligible pay each year (the "CRC").
- Participation in the Restoration Plan. Under this plan, 7% of your pay above the IRS pay limit that applies to 401(k) plans is currently credited each year and notionally invested as you choose. These amounts generally vest after 3 years of service.
- Participation in the Severance and Change in Control Plan for CEO and Leadership Team (the "Severance Plan") under which protections and benefits are provided in the event of certain terminations, including, in some cases following a change in control of the Company. While you are not an Executive eligible for benefits under the Severance Plan before you relocate to the United States, until you do so the Company will pay you, in the event of a Qualifying Termination, the better of the benefits you would be eligible for under the Severance Plan if you were an Executive as defined by the Severance Plan, subject to the other terms of the Severance Plan, and the severance, notice and other benefits you would be eligible for under local law.

All aspects of these and other benefits, including the Bonus Plan, will be governed by the terms of the applicable plan or program, and the Company reserves the right to amend such plans and programs at any time.

Promotional Equity Grant:

We will provide you with a Promotional Equity Grant valued at \$950,000 (US dollars), which will be granted on August 15, 2024, and will consist of 50% performance stock units ("PSUs"), 25% restricted stock units ("RSUs") and 25% stock options. PSUs are earned based on GE HealthCare performance from January 1, 2024 to December 31, 2026, and vest on the date in the first quarter of 2027 on which the Committee certifies PSU performance results. RSUs and stock options vest 33% on September 1, 2025, 33% on September 1, 2026, and 34% on September 1, 2027. All vesting is subject to your continued employment through the vesting dates.

**Confidentiality.** You acknowledge that you will have access to and become acquainted with proprietary and confidential information, which may include trade secrets, about 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, or as otherwise protected under applicable whistleblower protections.

Following your acceptance of this offer letter, we will provide you with an amended employment agreement with GE Healthcare Austria for your signature. You agree that once you relocate, you will no longer be eligible for any benefits under that agreement or Austrian law, including but not limited to severance as provided in that agreement. You agree that you will sign all documentation then required of U.S. executives when you relocate to NI/WI.

Roland, I am incredibly excited about you taking on this new role with the Company and look forward to your acceptance of this offer and response by email within 72 hours.

If you have any questions, please contact me at [\*\*\*].

Sincerely,

/s/ Peter Arduini

Peter Arduini

Cc: Mark Russert, Total Rewards Leader

Please sign below to agree to and accept this offer letter:

/s/ Roland Rott     10 June 2024

Signature     Date



**[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 confirm acceptance 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 Termination of Employment.
- iii. **Retirement Eligibility.** If the Grantee meets the requirements for Retirement while in continuous employment and has a Termination of Employment after meeting such requirements prior to the final Vesting Date listed above and after the one-year anniversary of the Grant Date, then the Grantee shall continue to vest in any unvested RSUs in accordance with the Vesting Schedule above as if the Grantee had remained in continuous employment.

For purposes of this Grant Agreement Retirement means the 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.

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, for purposes of this Grant Agreement Retirement means the mandatory retirement date and the applicable service requirement closest to such date under (a), (b) or (c) above.

For purposes of this Grant Agreement continuous employment 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) ending on Termination of Employment.

Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in Grantee's jurisdiction that would likely result in the favorable treatment applicable to the Award pursuant to subparagraphs (i)-(iii) being deemed unlawful and/or discriminatory, then such favorable treatment shall not be applied.

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.** Subject to Section XX(d) of the Plan, if applicable, 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.

Except as would result in taxation under Section 409A of the Code, if any income tax, social insurance, payroll tax, or other related similar withholding becomes legally due from Grantee prior to the settlement of such RSUs after vesting on account of the Grantee meeting the requirements of Retirement, settlement of a portion of the shares necessary to satisfy such amounts may be accelerated by withholding shares, or by such other method as may be approved by the Committee.

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 GE HealthCare 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 footnote 1 will apply to Section 7.i.<sup>1</sup>

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

If the Grantee primarily resides in Washington, the terms in footnote 2 will apply to Section 7.i.<sup>2</sup>

- 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

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<sup>2</sup> If Grantee primarily resides in Washington, the choice of law in the Grant Agreement, including the Global Addendum, shall not be applied to the extent it deprives the Grantee of the protections or benefits of the Wash. Rev. Code § 49.62.005–900 (2020) (the “Washington Act”), and the Grant Agreement shall not be applied so as to require Grantee to adjudicate a covenant covered by the Washington Act outside the state of Washington. Section 7.i. is modified to only prohibit solicitation by the Grantee of any Covered Employee who is an employee of the Company to leave employment with the Company in accordance with the definition of an enforceable “Nonsolicitation agreement” under the Washington Act. Section 7.ii. is modified to only prohibit solicitation by Grantee of any Covered Customer of the Company who is then a current customer to cease or reduce the extent to which the customer is doing business with the Company in accordance with the definition of an enforceable “Nonsolicitation agreement” under the Washington Act. Section 7.ii. will only be enforceable against Grantee if as of the date enforcement is sought or Grantee’s last day of employment (whichever is earlier) Grantee’s earnings from the Company in the prior year (or portion thereof for which Grantee was employed), when annualized, exceed the inflation-adjusted equivalent of one hundred thousand dollars (\$100,000) per year as of Jan. 1, 2020 (the “Adjusted Threshold”) (adjusted as provided for in the Washington Act). This Adjusted Threshold figure is published annually at <https://lni.wa.gov/workers-rights/workplace-policies/Non-Compete-Agreements>. In the event Grantee’s employment is terminated as a result of a layoff, Section 7.ii. will not be enforced by the Company unless the Company agrees at the time of Grantee’s layoff to provide Grantee with the payments required by Washington Act to keep such covenants in effect.

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, or Minnesota, the post-employment obligations in Section 7. ii. will not apply. If Grantee primarily resides in Washington, the terms in footnote 2 will apply to Section 7.ii.

**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 footnote 3 will apply to 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. 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 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; provided, however, that if the RSUs are subject to Section 409A, then any payment of the RSUs on a Vesting Date listed above will occur no later than December 31 of the year in which such applicable Vesting Date occurs.
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.

- 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.
- 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 while in continuous employment and has a Termination of Employment after meeting such requirements prior to the final Vesting Date listed above and after the one-year anniversary of the Grant Date, then (A) the Grantee shall continue to vest in any unvested Options in accordance with the Vesting Schedule above as if the Grantee had remained in continuous 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.

For purposes of this Grant Agreement Retirement means 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.

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, for purposes of the Grant Agreement Retirement means the mandatory retirement date and the applicable service requirement closest to such date under (a), (b) or (c) above.

For purposes of the Grant Agreement continuous employment 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) ending on the Termination of Employment.

Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in the Grantee's jurisdiction that would likely result in the favorable treatment applicable to the Award pursuant to subparagraphs (i)-(iii) being deemed unlawful and/or discriminatory, then such favorable treatment shall not be applied.

- 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 footnote 1 will apply to Section 6. i.<sup>1</sup>

If the Grantee primarily resides in Washington, the terms in footnote 2 will apply to Section 6. i.<sup>2</sup>

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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 choice of law in the Grant Agreement, including the Global Addendum, shall not be applied to the extent it deprives the Grantee of the protections or benefits of the Wash. Rev. Code § 49.62.005–900 (2020) (the "Washington Act"), and the Grant Agreement shall not be applied so as to require Grantee to adjudicate a covenant covered by the Washington Act outside the state of Washington. Section 7.i. is modified to only prohibit solicitation by the Grantee of any Covered Employee who is an employee of the Company to leave employment with the Company in accordance with the definition of an enforceable "Nonsolicitation agreement" under the Washington Act. Section 7. ii. is modified to only prohibit solicitation by Grantee of any Covered Customer of the Company who is then a current customer to cease or reduce the extent to which the customer is doing business with the Company in accordance with the definition of an enforceable "Nonsolicitation agreement" under the Washington Act. Section 7. ii. will only be enforceable against Grantee if as of the date enforcement is sought or Grantee's last day of employment (whichever is earlier) Grantee's earnings from the Company in the prior year (or portion thereof for which Grantee was employed), when annualized, exceed the inflation-adjusted equivalent of one hundred thousand dollars (\$100,000) per year as of Jan. 1, 2020 (the "Adjusted Threshold") (adjusted as provided for in the Washington Act). This Adjusted Threshold figure is published annually at <https://lni.wa.gov/workers-rights/workplace-policies/Non-Compete-Agreements>. In the event Grantee's employment is terminated as a result of a layoff, Section 7. ii. will not be enforced by the Company unless the Company agrees at the time of Grantee's layoff to provide Grantee with the payments required by Washington Act to keep such covenants in effect.

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 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, or Minnesota, the post-employment obligations in Section 6. ii. will not apply. If Grantee primarily resides in Washington, the terms in footnote 2 will apply to Section 6. ii.

- 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 footnote 3 will apply to 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 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.
- 8. 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

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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.

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 Options 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 of <<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%.

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 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.
2. **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>> Organic Revenue <sup>1</sup>	50%			
<<Three-Year Period>> Cumulative Adjusted EPS <sup>2</sup>	50%			
Payout Percentage		50%	100%	200%

<sup>1</sup> **Organic Revenue (non-GAAP metric):** Organic Revenue (non-GAAP metric): Total Revenue (GAAP-reported), excluding the effects of (1) net sales from recent acquisitions and divestitures with less than a full year of comparable net sales; and (2) foreign currency exchange rate fluctuations in order to present revenue on a constant currency basis. Assuming December 2024 MOR (Budget FX) for Target.

<sup>2</sup> **Cumulative Adj EPS (2025-2027):** Sum of Adj EPS for the year 2025, 2026 and 2027.

**Adj EPS:** Diluted earnings per share from continuing operations excluding the per share impact of: (1) deemed preferred stock dividend of redeemable noncontrolling interest; (2) Non-operating benefit (income) costs; (3) restructuring costs; (4) acquisition, disposition related charges (benefits); (5) Spin-Off and separation costs; (6) (gain) loss on business and asset dispositions; (7) amortization of acquisition-related intangible assets; (8) investment revaluation (gain) loss; (9) tax effect of reconciling items (items 1-8); and (10) certain tax adjustments as described in Adjusted tax expense definition.

- Adjusted tax expense: 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. In addition, we may from time to time consider excluding other nonrecurring tax items to enhance comparability between periods.
- Volume of outstanding shares would be adjusted for any buyback or share split and Adj Net income for acquisition or disposition to make it comparable to target assumption.

**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 2025-2027 (“rTSR Modifier”)<sup>3</sup> as follows:

- A.** If the Company’s Total Shareholder Return (“Company TSR”) is equal to or below the 25<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 75<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.

<sup>3</sup> **rTSR Modifier:** TSR is the change in share price over the cumulative three-year performance period plus reinvested dividends divided by the share price at the beginning of the three-year performance period. TSR is calculated by using the trailing 20-day average share price at the beginning and end of the three-year period for GEHC and the GEHC Peer Group. GEHC’s TSR is compared to the TSR of the GEHC Peer Group to determine GEHC’s percentile ranking.

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, tariff 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 PSUs 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 PSUs, 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 while in continuous employment and has a Termination of Employment after meeting such requirements prior to the Vesting Date listed above and after the one-year

anniversary of the Grant Date, then the Grantee shall continue to vest in the employment criteria for any unvested PSUs in accordance with the Vesting Schedule above as if the Grantee had remained in continuous employment. For purposes of this Grant Agreement Retirement means the 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.

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, for purposes of this Grant Agreement Retirement means the mandatory retirement date and the applicable service requirement closest to such date under (a), (b) or (c) above.

For purposes of this Grant Agreement continuous employment 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) ending on Termination of Employment.

Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgement and/or legal development in Grantee's jurisdiction that would likely result in the favorable treatment applicable to the Award pursuant to subparagraphs (i)-(ii) being deemed unlawful and/or discriminatory, then such favorable treatment shall not be applied.

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, 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 footnote 1 will apply to Section 7.i.<sup>1</sup>

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

If the Grantee primarily resides in Washington, the terms in footnote 2 will apply to Section 7.i.<sup>2</sup>

- 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

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<sup>2</sup> If Grantee primarily resides in Washington, the choice of law in the Grant Agreement, including the Global Addendum, shall not be applied to the extent it deprives the Grantee of the protections or benefits of the Wash. Rev. Code § 49.62.005–900 (2020) (the “Washington Act”), and the Grant Agreement shall not be applied so as to require Grantee to adjudicate a covenant covered by the Washington Act outside the state of Washington. Section 7.i. is modified to only prohibit solicitation by the Grantee of any Covered Employee who is an employee of the Company to leave employment with the Company in accordance with the definition of an enforceable “Nonsolicitation agreement” under the Washington Act. Section 7.ii. is modified to only prohibit solicitation by Grantee of any Covered Customer of the Company who is then a current customer to cease or reduce the extent to which the customer is doing business with the Company in accordance with the definition of an enforceable “Nonsolicitation agreement” under the Washington Act. Section 7.ii. will only be enforceable against Grantee if as of the date enforcement is sought or Grantee’s last day of employment (whichever is earlier) Grantee’s earnings from the Company in the prior year (or portion thereof for which Grantee was employed), when annualized, exceed the inflation-adjusted equivalent of one hundred thousand dollars (\$100,000) per year as of Jan. 1, 2020 (the “Adjusted Threshold”) (adjusted as provided for in the Washington Act). This Adjusted Threshold figure is published annually at <https://lni.wa.gov/workers-rights/workplace-policies/Non-Compete-Agreements>. In the event Grantee’s employment is terminated as a result of a layoff, Section 7.ii. will not be enforced by the Company unless the Company agrees at the time of Grantee’s layoff to provide Grantee with the payments required by Washington Act to keep such covenants in effect.

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, or Minnesota, the post-employment obligations in Section 7.ii. will not apply. If Grantee primarily resides in Washington, the terms in footnote 2 will apply to Section 7.ii.

**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 footnote 3 will apply to 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

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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.

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 PSUs 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



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

**GE HealthCare New Hire 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%	<<Date>>
		33%	<<Date>>
		34%	<<Date>>

- 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 confirm acceptance 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.
- 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 Termination of Employment.
- iii. **Retirement Eligibility.** If the Grantee meets the requirements for Retirement while in continuous employment and has a Termination of Employment after meeting such requirements prior to the final Vesting Date listed above and after the one-year anniversary of the Grant Date, then the Grantee shall continue to vest in any unvested RSUs in accordance with the Vesting Schedule above as if the Grantee remained in continuous employment.

For purposes of this Grant Agreement Retirement means the 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.

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, for purposes of this Grant Agreement Retirement means the mandatory retirement date and the applicable service requirement closest to such date under (a), (b) or (c) above.

For purposes of this Grant Agreement continuous employment 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) ending on the Termination Date.

**iv. Termination without Cause or with Good Reason.** If the Grantee's Termination of Employment occurs as a result of an involuntary termination by the Company or an Affiliate without Cause or by the Grantee with Good Reason prior to the final Vesting Date listed above, subject to Grantee's execution and non-revocation of a general release of claims in favor of the Company in the form provided by the Company, then any unvested RSUs shall vest pro rata as of the Termination of Employment. Pro rata vesting is calculated as an amount equal to (a)(i) the number of RSUs granted, multiplied by (ii) a fraction where the numerator is the number of complete calendar months from the Grant Date through the Termination of Employment and the denominator is the number of calendar months from the Grant Date through the final Vesting Date, minus (b) any RSUs that vested prior to the Grantee's Termination of Employment.

Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in Grantee's jurisdiction that would likely result in the favorable treatment applicable to the Award pursuant to subparagraphs (i)-(iv) being deemed unlawful and/or discriminatory, then such favorable treatment shall not be applied.

- 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.** Subject to Section XX(d) of the Plan, if applicable, 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.

Except as would result in taxation under Section 409A of the Code, if any income tax, social insurance, payroll tax, or other related similar withholding becomes legally due from Grantee prior to the settlement of such RSUs after vesting on account of the Grantee meeting the requirements of Retirement, settlement of a portion of the shares necessary

to satisfy such amounts may be accelerated by withholding shares, or by such other method as may be approved by the Committee.

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. **Reserved.**

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 Employee Innovation and Proprietary Information Agreement, 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 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 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.

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 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 footnote 1 will apply to Section 9.<sup>1</sup>

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

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<sup>1</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.

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; provided, however, that if the RSUs are subject to Section 409A, then any payment of the RSUs on a Vesting Date listed above will occur no later than December 31 of the year in which such applicable Vesting Date occurs.

**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.

## Global Addendum

### Global Information for the GE HealthCare Technologies Inc. (“GE HealthCare” or “Company”) 2023 Long-Term Incentive Plan (the “Plan”)

January 2025

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, are employed and/or otherwise subject to the local laws, rules and/or regulations 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 can be amended and/or discontinued by the Company at any time without any liability to you and (ii) no Affiliate of the Company has any obligation to make any payment of any kind to you under the Grant Agreements. You acknowledge that Award grants under the Plan are subject to the Plan, are occasional and voluntary and can be amended and/or forfeited at any time without liability to you, 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 and in no event should be considered as compensation for, or relating in any way to, past services for the Company or any Affiliate. 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 the Company 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 the Company or its Affiliates with respect to 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 the Company 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 the Company 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 the Company 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 the Company and/or the Service Recipient to satisfy all Tax-Related Items. In this regard, you authorize the Company 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 the Company 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 the Company 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 the Company 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 the Company 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 the Company 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.** The Company 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 or otherwise becomes subject to the local laws, rules and regulations in 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**

Data Privacy. Please consult the addendum addressing the EU General Data Protection Regulation, which is attached hereto as Appendix A 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 RSUs and/or PSUs is being made pursuant to Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

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).

### **Austria**

There are no country specific provisions.

### **Bangladesh**

Mandatory Full Cashless Option Exercise. 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."

### **Bulgaria**

There are no country specific provisions.

### **Canada**

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

Unless explicitly required by applicable legislation, the Termination of Employment will exclude and will not be extended by any period during which notice, pay in lieu of notice or related payments or damages are provided or required to be provided under statute, contract, common law/civil law, or otherwise. Unless otherwise expressly provided in the Plan or the Grant Agreement, or explicitly required by applicable legislation, your right to vest in the Award under the Plan, if any, will terminate as of your Termination of Employment. In such case, you will not earn, or be entitled to earn, any pro-rated vesting for that portion of time before your Termination of Employment, nor will you be entitled to any compensation for lost vesting. Notwithstanding the foregoing, 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 additional 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. A French translation of the Grant Agreements and the Plan can be made available to you as soon as reasonably practicable upon your request. You understand that, from time to time, additional information related to the offering of the Plan might be provided in English and such information may not be immediately available in French. However, upon

request, the Company will translate into French documents related to the offering of the Plan as soon as reasonably practicable.

*Langue. Une traduction française Accords de Subvention et du Plan peut être mise à votre disposition dès que raisonnablement possible, à votre demande. Vous comprenez que, de temps à autre, des informations supplémentaires liées à l'offre du plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Toutefois, sur demande, la Société traduira en français les documents relatifs à l'offre du Plan dès que raisonnablement possible.*

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 the Company 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 the Company) 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 the Company 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 the Company 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 the Company 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 the Company and its Affiliates, any unexercised Options shall immediately expire.

The Company 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 upon 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 the Company, 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 the Company may, in its sole discretion, cease to offer participation in the Plan in Colombia. In the event that the Company 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 the Company.

## **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.

### **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**

**Option Exercise Method.** Due to local legal requirements, the Company may require you to exercise your Option pursuant to a broker-assisted cashless method of exercise.

**Language Consent and Notification.** By accepting the Award, you (i) confirm having read and understood the documents relating to the grant (*i.e.*, the Plan and the Grant Agreement) which were provided in the English language, (ii) accept the terms of those documents accordingly, and (iii) agree not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

**Persetujuan dan Pemberitahuan Bahasa.** Dengan menerima Penghargaan, Anda (i) memberikan konfirmasi bahwa dirinya telah membaca dan memahami dokumen-dokumen berkaitan dengan pemberian ini (yaitu, Rencana dan Perjanjian Hibah) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan ataupun Peraturan Presiden sebagai pelaksanaannya (ketika diterbitkan).

**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.

## **Iraq**

**Tax and Regulatory Reporting Notification.** You may be subject to certain tax, exchange control or foreign asset/account reporting requirements under the applicable laws in your country as a result of the acquisition, holding or transfer of shares or cash resulting from participation in the Plan. You are responsible for being aware of and satisfying any such requirements that may be necessary in connection with the Award. You should consult with your own personal legal advisors to ensure compliance with local laws.

## **Ireland**

**Director Notification Obligation.** If you are a 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, RSUs, PSUs, or shares) in the Company 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, your Option must be exercised pursuant to a broker-assisted cashless method of exercise.

**Local Cash Settlement of RSUs/PSUs.** Notwithstanding anything in the Grant Agreement or the Addendum to the contrary, RSUs and PSUs 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).

**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.

### **Ivory Coast**

There are no country-specific provisions.

### **Italy**

**Option Exercise Method.** Due to local legal requirements, the Company may require you to exercise your Option 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.

### **Jordan**

There are no country-specific provisions.

## **Kazakhstan**

**Securities Law Information.** The grant of the Award is addressed only to certain eligible employees of the Company and its subsidiaries and affiliates in the form of shares to be issued by the Company, which as of the date hereof are listed on the Nasdaq Stock Market. Neither the Plan nor the Grant Agreements have been approved, nor do they need to be approved, by the National Bank of Kazakhstan. The grant of the Award is intended only for the original recipient and is not for general circulation in the Republic of Kazakhstan.

## **Kenya**

**Tax Registration Information.** Under Tax Procedure Act, 2015, you are required to complete and submit a tax registration application to the Commissioner of Income Tax with 30 days of the first vesting date of the Award. The registration should be completed through the online portal "I TAX" and is a one-time only registration. You are personally responsible for ensuring compliance with all registration requirements in Kenya. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

## **Korea**

**Foreign Asset and Account Reporting.** Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency). You should consult with your personal tax advisor to determine how to value your foreign accounts for purposes of this reporting requirement and whether you are required to file a report with respect to such accounts.

## **Malaysia**

**Director Notification Information.** If you are a director of a Malaysian Affiliate of the Company, 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 the Company or any related companies. In addition, you must notify the Malaysian Affiliate when you sell any shares of the Company 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 the Company if there are any subsequent changes in your interest in the Company or any related company. These notifications must be made within 14 days of receiving, acquiring or disposing of any interest in the Company 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 the Company 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 RSUs/PSUs.** In addition, notwithstanding anything in the Grant Agreement or the Addendum to the contrary, RSUs and PSUs 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.

### **Netherlands**

There are no country-specific provisions.

### **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 the Company's latest annual report and a copy of the relevant financial statements of the Company. Such documents are available for your review on the Company'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.

## **Nigeria**

There are no country-specific provisions.

## **Norway**

There are no country-specific provisions.

## **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.

### **Peru**

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

This Award is being granted *ex gratia* to you by the Company as an incentive to reward you for your contributions to the Company.

Securities Law Information. The grant of the Award under the Plan is considered a private offering in Peru and accordingly, is not subject to registration in Peru. For more information concerning the grant of the Award, please refer to the Plan, the Grant Agreement, and any other grant documents made available to you by the Company. For more information regarding the Company, please refer to the Company's most recent annual report on Form 10-K and quarterly report on Form 10-Q available at [www.sec.gov](http://www.sec.gov), as well as on the Company's investor relations website (<https://investor.gehealthcare.com/financial-information/sec-filings>).

### **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.*

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.

### **Puerto Rico**

There are no country-specific provisions.

### **Romania**

**Language Consent.** By accepting the Award grant, you acknowledge that you are proficient in reading and understanding English and fully understand the terms of the documents related to the grant (the Grant Agreement and the Plan), which were provided in the English language. You accept the terms of those documents accordingly.

**Consimtământ cu Privire la Limba.** Acceptând grantul de atribuire, recunoașteți că sunteți competenți în citirea și înțelegerea limbii engleze și înțelegeți pe deplin termenii documentelor legate de subvenție (Acordul de grant și Planul), care au fost furnizate în limba engleză. Acceptați termenii acestor documente în consecință

### **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).

### **Serbia**

Securities Law Information. The grant of the Award and the issuance of any shares in settlement of the Award is not subject to the regulations governing public offerings and private placements under the Law on Capital Markets.

### **Singapore**

Director Notification Information. If you are a director, associate director, or shadow director 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 the Company or any related companies. In addition, you must notify the Singapore Affiliate when you sell shares of the Company 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 the Company 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 the Company or any related company within two business days of becoming a director, associate director, or shadow director, as applicable.

### **Slovakia**

There are no country-specific provisions.

### **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 (i) any grant will not economically or otherwise bind the Company 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; (ii) the Awards or shares acquired under the Plan shall not become a part of any employment or service contract (either with the Company 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; and (iii) unless otherwise provided in the Grant Agreement, the Awards will be forfeited and will cease vesting upon the termination of your employment (as detailed in the following paragraph). 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.

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).

## **Taiwan**

**Data Privacy Acknowledgement.** You hereby acknowledge that you have read and understood the terms regarding collection, processing and transfer of Data contained in the data privacy provisions of the Grant Agreement and this Addendum and by participating in the Plan, you agree to such terms. In this regard, upon request of the Company or the Service Recipient, you agree to provide an executed data privacy consent form to the Company or the Service Recipient (or any other agreements or consents that may be required by the Company or the Service Recipient) that the Company and/or the Service Recipient may deem necessary to obtain under the data privacy laws in your country of residence, either now or in the future. You understand that you may be unable to participate in the Plan if you fail to execute any such consent or agreement.

**Securities Law Information.** The grant of Award and participation in the Plan is available only for employees of the Company and its subsidiaries and affiliates. The grant of an Award and participation in the Plan is not a public offer of securities by a Taiwanese company.

## **Thailand**

There are no country-specific provisions.

## **Tunisia**

**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).

## **Türkiye**

**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 Türkiye. 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 Türkiye.

## **Ukraine**

**Settlement of Awards.** Settlement of Awards shall be in shares, provided, however, that the Company has discretion to settle the Awards in cash if it determines that cash settlement is necessary or advisable in light of changes in the regulatory requirements in Ukraine.

## **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 advisor.

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 enter into a joint election under section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 of the United Kingdom (“ITEPA”) (the “431 Election”) jointly with your employer, 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. By accepting your Award and the terms and conditions of the applicable Grant

Agreement(s) and this Addendum through the electronic acceptance process established by the Company, you also are entering into the 431 Election attached hereto as Appendix B. You also agree that you will not revoke such election at any time.

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.

### **Vietnam**

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).

Appendix A

**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).

## Appendix B

### **Notice to UK Participants Regarding the Impact of Accepting the 431 Election**

Because there is a risk that HMRC may consider the shares you acquire at settlement of your Award(s) to be “restricted” securities, you are required to enter into a 431 Election. This will ensure that you will be subject to tax on the full unrestricted market value of shares at settlement, thereby avoiding any subsequent taxable event (other than upon sale of shares acquired at settlement).

**Clicking on the “ACCEPT” box indicates your acceptance of Part A of the two part “Joint Election under section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 for disapplication of Chapter 2 of the Income Tax (Earnings and Pensions) Act 2003”. Your employer will sign and maintain Part B on file. You should read this Notice in its entirety before accepting the 431 Election.**

#### **Tax Impact of Accepting the 431 Election**

By entering into the Election:

- you agree that you will be subject to income tax and National Insurance contributions on the full unrestricted market value of shares at settlement of your RSUs, PSUs and/or exercise of your Options notwithstanding GE HealthCare Technologies Inc.’s discretion to require you to repay any payments made in connection with your Awards in the event you engage in activity harmful to GE HealthCare Technologies Inc., as described in the “Restrictive Covenants” provisions in the United Kingdom section of this Addendum and the relevant terms of the Grant Agreement(s); and
- you acknowledge that even if you have clicked on the “ACCEPT” box where indicated, GE HealthCare Technologies Inc. or your employer may still require you to sign a paper copy of this 431 Election (or a substantially similar form) if GE HealthCare Technologies Inc. determines necessary to give effect to the 431 Election.

Please read the 431 Election carefully before accepting the 431 Election.

Please print and keep a copy of the 431 Election for your records.

**GE HealthCare Technologies Inc.**

**431 Election**

**Joint Election under section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 for full disapplication of Chapter 2 of the Income Tax (Earnings and Pensions) Act 2003**

**Two Part Election**

**Part A - To be completed by the Employee**

**1. Between**

The Employee who has obtained authorized access to the joint election

and

The Company (who is the Employee's employer) identified in the attached Schedule

of the Company Registration Number provided in the attached Schedule

**2. Purpose of Election**

This joint election is made pursuant to section 431(1) Income Tax (Earnings and Pensions) Act 2003 ("ITEPA") and applies where employment-related securities, which are restricted securities by reason of section 423 ITEPA, are acquired.

The effect of an election under section 431(1) is that, for the relevant Income Tax and National Insurance contribution ("NIC") purposes, the employment-related securities and their market value will be treated as if they were not restricted securities and that sections 425 to 430 ITEPA do not apply. Additional Income Tax will be payable (with PAYE and NIC where the securities are Readily Convertible Assets).

**Should the value of the securities fall following the acquisition, it is possible that Income Tax/NIC that would have arisen because of any future chargeable event (in the absence of an election) would have been less than the Income Tax/NIC due by reason of this election. Should this be the case, there is no Income Tax/NIC relief available under Part 7 of ITEPA 2003; nor is it available if the securities acquired are subsequently transferred, forfeited or revert to the original owner.**

### **3. Application**

This joint election is made not later than 14 days after the date of acquisition of the securities by the Employee and applies to:

Number of securities	All securities
Description of securities	Shares of common stock of GE HealthCare Technologies Inc.
Name of issuer of securities	GE HealthCare Technologies Inc., a Delaware corporation

acquired by the Employee on or after the date of this joint election under the terms of the GE HealthCare Technologies Inc. 2023 Long-Term Incentive Plan.

### **4. Extent of Application**

This election under section 431(1) ITEPA disapplies all restrictions attaching to the securities.

### **5. Declaration**

This election will become irrevocable upon the later of the date it is accepted electronically or the acquisition (and each subsequent acquisition) of employment-related securities to which this election applies.

The Employee acknowledges that by accepting the Award(s) (by clicking on the "ACCEPT" box where indicated in the Company's electronic acceptance procedure), the Employee hereby agrees (inter alia) to be bound by the terms of this election.

**Schedule to 431 Election – Employing Company.**

The employing company(ies) to which this joint election relates are:

<b><u>Employing Company</u></b>	<b><u>Company Registration Number</u></b>
GE Healthcare Financial Services Ltd.	01102466
GE Healthcare Limited	01002610
GE Healthcare UK Limited	03337033
GE Medical Systems Limited	00252567

**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, 2025

/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, 2025

/s/ James K. Saccaro

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, 2025, 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, 2025

/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