UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): January 3, 2023

GE HEALTHCARE TECHNOLOGIES INC.
(Exact Name of Registrant as Specified in Charter)

Delaware	**001-41528**	**88-2515116**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

500 W. Monroe Street **Chicago, IL**	**60661**
(Address of principal executive offices)	**(Zip Code)**

617-443-3400
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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 is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

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. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On January 3, 2023 (the "Distribution Date"), General Electric Company ("GE") completed the previously announced distribution of approximately 80.1% of the shares of the common stock of GE HealthCare Technologies Inc. ("GE HealthCare," the "Company," "we," "us," or "our") by GE to holders of GE common stock on a pro rata basis (the "Spin-Off"). Each holder of record of GE common stock received one share of our common stock for every three shares of GE common stock held on December 16, 2022 (the "Record Date").

On or prior to the Distribution Date, in connection with the Spin-Off, we entered into several agreements with GE that set forth the principal actions taken or to be taken in connection with the Spin-Off and that govern the relationship between us and GE following the Spin-Off, including the following agreements:

- a Separation and Distribution Agreement;
- a Transition Services Agreement;
- a Tax Matters Agreement;
- an Employee Matters Agreement;
- a Trademark License Agreement;
- a Real Estate Matters Agreement; and
- a Stockholder and Registration Rights Agreement.

The descriptions included below of the Separation and Distribution Agreement, Transition Services Agreement, Tax Matters Agreement, Employee Matters Agreement, Trademark License Agreement, Real Estate Matters Agreement, and Stockholder and Registration Rights Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, which are filed as Exhibits 2.1, 10.1, 10.2, 10.3, 10.4, 10.5, and 10.6, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Separation and Distribution Agreement

We entered into a Separation and Distribution Agreement with GE before the Spin-Off. The Separation and Distribution Agreement sets forth our agreements with GE regarding the principal actions to be taken in connection with the Spin-Off. It also sets forth other agreements that govern aspects of our relationship with GE following the Spin-Off.

Transfer of Assets and Assumption of Liabilities

The Separation and Distribution Agreement identifies certain transfers of assets and assumptions of liabilities that were necessary in advance of our separation from GE so that we and GE retain the assets of, and the liabilities associated with, our respective businesses. The Separation and Distribution Agreement generally provides that the assets comprising our business consist of those exclusively related to our current or former business and operations (except for intellectual property and real property assets, which are allocated as further described in "Agreements Governing Intellectual Property" and "Real Estate Matters Agreement," respectively) or otherwise allocated to the business through a process of dividing shared assets. The liabilities assumed in connection with the Spin-Off generally consist of those related to the assets comprising our business or to the past and future operations of our business, including our locations used in our current operations. The Separation and Distribution Agreement also provides for the settlement or extinguishment of certain liabilities and other obligations between us and GE.

Reorganization Transactions

The Separation and Distribution Agreement describes certain actions related to our separation from GE that occurred prior to the Spin-Off, or in limited instances, that will occur following the Spin-Off, including the contribution by GE to us of the assets and liabilities that comprise our business.

Subsequent Separation Transaction

The Separation and Distribution Agreement provides that, in connection with GE's announced intention to effect, following the Distribution, separation transactions involving certain other businesses of GE (collectively, a "Subsequent Separation Transaction"), which is currently contemplated to be effected as a spin-off of GE's renewable energy, power and digital businesses, GE will be entitled to allocate and assign to the transferee(s) in any such Subsequent Separation Transaction GE's and GE's subsidiaries' rights, interests and obligations under the Separation and Distribution Agreement or any ancillary agreement between us and GE entered into in connection with the Spin-Off, which rights, interests and obligations relate to or are otherwise allocated to the applicable business(es) to be transferred, and that, in such case, we will be entitled to look only towards the applicable transferee(s) in such Subsequent Separation Transaction for satisfaction of any such assigned obligations owed to us under the Separation and Distribution Agreement or any such ancillary agreement. Upon any such assignment of such obligations in connection with any Subsequent Separation Transaction, GE and its subsidiaries will be fully released from all such assigned obligations.

Intercompany Arrangements

All agreements, arrangements, commitments, and understandings, including most intercompany accounts payable or accounts receivable, between us, on the one hand, and GE, on the other hand, terminated and/or were repaid effective as of the Distribution Date or will terminate and/or be repaid shortly thereafter, except specified agreements and arrangements that are intended to survive the Spin-Off.

Credit Support

We have agreed to use reasonable best efforts to arrange, prior to or within 120 days following the Spin-Off, for the termination or replacement of all guarantees, bank provided guarantees, covenants, indemnities, surety bonds, letters of credit, or similar assurances of credit support, other than certain specified credit support instruments, currently provided by or through GE or any of its subsidiaries for the benefit of us or any of our subsidiaries.

Representations and Warranties

In general, neither we nor GE made any representations or warranties regarding any assets or liabilities transferred or assumed (including with respect to the sufficiency of assets for the conduct of our business), any notices, consents, or governmental approvals that may be required in connection with these transfers or assumptions, the value or freedom from any lien or other security interest of any assets or liabilities transferred, the absence of any defenses relating to any claim of either party, or the legal sufficiency of any conveyance documents. Except as expressly set forth in the Separation and Distribution Agreement, or any ancillary agreement, all assets have been, or will be, transferred on an "as-is," "where-is" basis.

Further Assurances

The parties each agreed to use reasonable best efforts to effect any transfers contemplated by the Separation and Distribution Agreement that have not been consummated prior to the Spin-Off. In addition, the parties each agreed to use reasonable best efforts to effect any transfer or re-transfer of any asset or liability that was improperly transferred or retained.

The Spin-Off

The Separation and Distribution Agreement governs GE's and our respective rights and obligations regarding the proposed Spin-Off. On or prior to the Distribution Date, GE delivered approximately 80.1% of the issued and outstanding shares of our common stock to the distribution agent. On or as soon as practicable following the Distribution Date, the distribution agent will electronically deliver the shares of our common stock to GE stockholders based on the distribution ratio. The GE board of directors, in its sole and absolute discretion, determined the Record Date, the Distribution Date and the terms of the Spin-Off, including the amount of the shares of our common stock it retained. In addition, GE, at any time until the Spin-Off, could have decided to abandon the Spin-Off or modify or change the terms of the Spin-Off.

Conditions

The Separation and Distribution Agreement also provides that several conditions must have been satisfied or, to the extent permitted by law, waived by GE, in its sole and absolute discretion, before the Spin-Off could occur.

Exchange of Information

We and GE each agreed to provide each other with information reasonably needed to comply with reporting, disclosure, filing, or other requirements of any national securities exchange or governmental authority, and requested by the other party for use in judicial, regulatory, administrative, and other proceedings or in order to satisfy audit, accounting, litigation, and other similar requirements. We and GE also each agreed to use reasonable best efforts to retain such information in accordance with specified record retention policies. Each party also agreed to use its reasonable best efforts to assist the other with its financial reporting and audit obligations.

Termination

The GE board of directors, in its sole and absolute discretion, could have terminated the Separation and Distribution Agreement at any time prior to the Spin-Off.

Release of Claims

We and GE each agreed to release the other and its affiliates, successors, and assigns, and all persons that prior to the Spin-Off had been the other's stockholders, fiduciaries, directors, trustees, counsel, officers, members, managers, employees, agents, and certain other parties, and their respective heirs, executors, administrators, successors, and assigns, from any and all liabilities, whether at law or in equity (including any right of contribution), whether arising under any contract, by operation of law, or otherwise, existing or arising from any acts or events occurring, or failing to occur, or alleged to have occurred, or to have failed to occur, or any conditions existing or alleged to have existed on or before the Spin-Off, including in connection with the Spin-Off and all other activities to implement the Spin-Off. The releases do not extend to obligations or liabilities under the Separation and Distribution Agreement or any of the other agreements between us and GE entered into in connection with the Spin-Off, to any other agreements between us and GE that remain in effect following the separation pursuant to the Separation and Distribution Agreement or any ancillary agreement, or to certain other obligations or liabilities specified in the Separation and Distribution Agreement.

Indemnification

We and GE each agreed to indemnify the other and each of the other's current and former directors, officers, and employees, and each of the heirs, executors, administrators, successors, and assigns of any of them, against certain liabilities incurred in connection with the Spin-Off and our and GE's respective businesses. The amount of either GE's or our indemnification obligations will be reduced by any net insurance proceeds the party being indemnified receives. The Separation and Distribution Agreement specifies procedures regarding claims subject to indemnification.

Transition Services Agreement

We entered into a Transition Services Agreement pursuant to which GE will provide us, and we will provide GE, with certain specified services for a limited time to ensure an orderly transition following the Spin-Off. The services GE will provide consist of digital technology, human resources, supply chain, finance, and real estate services, among others. The services that we will provide will consist of digital technology, supply chain, and real estate services, among others. The services are generally intended to be provided for a period no longer than two years following the Spin-Off. Either party may terminate the agreement with respect to any service if the other party has failed to perform any of its material obligations and such failure is not cured within thirty (30) days. Either party may, in its capacity as a recipient of services, terminate the agreement with respect to any service for convenience upon ninety (90) days' prior written notice. The parties may otherwise negotiate mutually agreed reductions in the scope of services provided. The Transition Services Agreement provides for customary indemnification and limits on liability.

Given the short-term nature of the Transition Services Agreement, we are in the process of increasing our internal capabilities to eliminate reliance on GE for the transition services it will provide us as quickly as possible following the Spin-Off.

Tax Matters Agreement

We entered into a Tax Matters Agreement with GE that governs the respective rights, responsibilities, and obligations of GE and us after the Spin-Off with respect to all tax matters (including tax liabilities, tax attributes, tax returns, and tax contests).

The Tax Matters Agreement generally provides that GE will be responsible and will indemnify us for U.S. taxes imposed on a joint return basis relating to the Healthcare business for periods preceding the Spin-Off, subject to certain exceptions; we will be responsible and will indemnify GE for certain U.S. and all foreign taxes imposed on a joint return basis relating to the Healthcare business for periods preceding the Spin-Off, all taxes imposed on a separate return basis on us or our subsidiaries (after giving effect to the Spin-Off) for all periods, and all other taxes relating to the Healthcare business for all periods following the Spin-Off. In addition, the Tax Matters Agreement addresses the allocation of liability for taxes that were incurred as a result of restructuring activities undertaken to effectuate the Spin-Off.

In addition, the Tax Matters Agreement provides that we are required to indemnify GE for any taxes (and reasonable expenses) resulting from the failure of the Spin-Off and related internal transactions to qualify for their intended tax treatment under U.S. federal, state, and local income tax law, as well as foreign tax law, where such taxes result from (a) breaches of covenants and representations we made and agreed to in connection with the Spin-Off, (b) the application of certain provisions of U.S. federal income tax law to these transactions, or (c) any other action or omission (other than actions expressly required or permitted by the Separation and Distribution Agreement, the Tax Matters Agreement, or other ancillary agreements) we take after the Spin-Off that gives rise to these taxes. GE has the exclusive right to control the conduct of any audit or contest relating to these taxes, but we have notification and information rights regarding GE's conduct of any such audit or contest, to the extent that we could be liable for taxes under the Tax Matters Agreement as a result of such audit or contest.

The Tax Matters Agreement imposes certain restrictions on us and our subsidiaries (including restrictions on share issuances, redemptions or repurchases, mergers or other business combinations, sales of assets and similar transactions) that are designed to address compliance with Section 355 and related provisions of the Internal Revenue Code of 1986, as amended, as well as state, local, and foreign tax law, and are intended to preserve the tax-free nature of the Spin-Off and related transactions. Under the Tax Matters Agreement, these restrictions apply for two years following the Spin-Off, unless GE obtains a private letter ruling from the IRS or we obtain an opinion of counsel, in each case acceptable to GE in its discretion, that the restricted action would not impact the non-recognition treatment of the Spin-Off or other transaction, or unless GE otherwise gives its consent for us to take a restricted action in its discretion. Even if such a private letter ruling or opinion is obtained, or GE does otherwise consent to our taking an otherwise restricted action, we will remain liable to indemnify GE in the event such restricted action gives rise to an otherwise indemnifiable liability. These restrictions may limit our ability to pursue strategic transactions or engage in new businesses or other transactions that may maximize the value of our business, and might discourage or delay a strategic transaction that our stockholders may consider favorable.

Employee Matters Agreement

We entered into an Employee Matters Agreement with GE that provides certain protections for our employees and former employees, sets forth the timing and general responsibilities related to the split of assets and liabilities of certain GE employee benefit and compensation plans, and provides for mutual two-year non-solicitation obligations with respect to employees at the Senior Professional Band level and higher with customary exemptions.

For example, for at least twelve months after the Spin-Off for U.S. employees (and for longer periods in Canada or as may be required by law), we will continue to provide our employees with at least the same salary/wages and cash incentive compensation opportunities in effect immediately prior to the Spin-Off. During that period, we will also continue to offer employee benefits of comparable aggregate value to those in effect immediately prior to the Spin-Off and recognize prior GE service credit for all employees employed by us on the Distribution Date.

Except as specifically provided in the Employee Matters Agreement, we will generally be responsible for all employment, employee compensation, and employee benefits-related liabilities relating to employees, former employees, and other individuals allocated to us. For these individuals, we will assume certain assets and liabilities with respect to GE's U.S. and non-U.S. benefit plans.

The Employee Matters Agreement incorporates the indemnification provisions contained in the Separation and Distribution Agreement and provides that we will indemnify GE for certain liabilities associated with the failure to comply with our obligations under the Employee Matters Agreement, for any employment liabilities related to employees, former employees, and other individuals allocated to us that cannot be assumed, retained, transferred, or assigned as a matter of law, and for claims related to our adoption or assumption of certain employee benefit and compensation plans, and any future actions that we take with respect to those plans. The Employee Matters Agreement also reflects the adjustment of outstanding equity-based awards granted by GE prior to the Spin-Off.

Trademark License Agreement

We entered into a Trademark License Agreement, pursuant to which GE granted to us an exclusive, fee-bearing license to use certain of GE's trademarks with respect to the "GE" brand in connection with (i) certain products and services that are exclusive to our business and (ii) our business's trade name. GE also granted to us non-exclusive, fee-bearing licenses to use certain of GE's trademarks in respect of certain other products and services of our business. GE also granted to us the right to use the "GE" brand in connection with certain legal entity names within our corporate structure. The licenses and rights granted is for an initial ten-year term, which will automatically renew for an unlimited number of successive ten-year renewal terms, unless terminated for certain specified events (*e.g.*, a change of control, bankruptcy event, material breaches, or material adverse impact to the GE brand).

Real Estate Matters Agreement

We entered into a Real Estate Matters Agreement with GE that governs the allocation and transfer of real estate between us and GE and the colocation of us and GE following the Spin-Off. Certain sites will be transferred from one party to the other in accordance with the Allocation Principles described below and certain sites will be occupied by both our and GE's employees following the Spin-Off pursuant to a Transition Services Agreement, lease, or sublease. Real estate assets are predominantly allocated ("Allocation Principles") based on whether we or another business unit within GE have a plurality or greater of the employees assigned to the applicable property ("Majority Occupant"). For each collocated site, the minority occupant(s) can continue to occupy such site only until the expiration date of (i) the Transition Services Agreement period for Real Estate, which will be two years from the Spin Date or (ii) the applicable lease or sublease, if longer and if such longer lease or sublease has been reviewed and approved by the parties. The minority occupant(s) will pay its pro-rata share of costs for the occupied site through such expiration date. Except as otherwise agreed by the parties, the Majority Occupant will pay for any alterations or improvements necessary to demise the applicable site, if it elects to so demise such site, in its sole discretion.

Stockholder and Registration Rights Agreement

We entered into a Stockholder and Registration Rights Agreement with GE pursuant to which we agreed that, upon the request of GE, subject to certain limitations, we will use our reasonable best efforts to effect the registration under applicable federal or state securities laws of any shares of our common stock retained by GE. If we intend to file on our behalf or on behalf of any of our other security holders a registration statement in connection with a public offering of any of our securities in a manner that would permit the registration for offer and sale of our common stock held by GE, GE will have the right to include its shares of our common stock in that offering.

We will be generally responsible for all registration expenses in connection with the performance of our obligations under the registration rights provisions in the agreement, and GE will be responsible for its own internal fees and expenses, any applicable underwriting discounts or commissions, and any stock transfer taxes. The agreement also contains customary indemnification and contribution provisions by us for the benefit of GE and, in limited situations, by GE for the benefit of us with respect to the information provided by GE included in any registration statement, prospectus, or related document.

Subject to certain exceptions, if GE transfers shares covered by the agreement, it will be able to transfer the benefits of the Stockholder and Registration Rights Agreement to transferees of 5% or more of the shares of our common stock outstanding immediately following the Spin-Off, provided that each transferee agrees to be bound by the terms of the Stockholder and Registration Rights Agreement.

In addition, GE agreed to vote any shares of our common stock that it retains immediately after the Spin-Off in proportion to the votes cast by our other stockholders. In connection with such agreement, GE granted us a proxy to vote its shares of our retained common stock in such proportion. As a result, GE will not be able to exert any control over us through the shares of our common stock it retains. The proxy, however, will be automatically revoked as to a particular share upon any sale or transfer of such share from GE to a person other than GE, and neither the Stockholder and Registration Rights Agreement nor proxy limits or prohibits any such sale or transfer.

Item 2.03. Creation of a Direct Financial Obligation or Obligation under an Off-Balance Sheet Arrangement of a Registrant.

As previously reported, on November 4, 2022, we entered into credit agreements providing for (i) a five-year senior unsecured revolving credit facility (the "Credit Agreement") in an aggregate committed amount of $2.5 billion; (ii) a 364-day senior unsecured revolving facility (the "364-Day Revolving Credit Agreement" and, together with the Credit Agreement, the "Revolving Credit Facilities") in an aggregate committed amount of $1.0 billion; and (iii) a three-year senior unsecured term loan credit facility (the "Term Loan Agreement" and, together with the

Revolving Credit Facilities, the "Credit Facilities"), in an aggregate principal amount of $2.0 billion. On the Distribution Date, we drew down the full $2.0 billion available under the Term Loan Agreement. The Term Loan Agreement, the 364-Day Revolving Credit Agreement, and the Credit Agreement were filed as Exhibits 10.8, 10.9 and 10.10, respectively, to our Registration Statement on Form 10 filed with the SEC on December 2, 2022.

Item 5.01. Changes in Control of Registrant.

The information set forth under Item 1.01 above is incorporated into this Item 5.01 by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Director Appointments

As previously reported in the Information Statement, which is included as Exhibit 99.1 to our Current Report on Form 8-K filed with the Securities and Exchange Commission (the "Commission") on December 8, 2022, on or prior to January 3, 2023, the persons set forth in the table below assumed their positions as directors on our board of directors ("Board"). Also, on or prior to January 3, 2023, Rodney F. Hochman, Lloyd W. Howell, Jr., Catherine Lesjak (Chair), Anne T. Madden, and William J. Stromberg assumed positions as members of the Audit Committee of the Board; Lloyd W. Howell, Jr. Tomislav Mihaljevic, William J. Stromberg (Chair), and Phoebe L. Yang assumed positions as members of the Talent, Culture, and Compensation Committee of the Board; and Rodney F. Hochman, Risa Lavizzo-Mourey (Chair), Anne T. Madden, Tomislav Mihaljevic, and Phoebe L. Yang assumed positions as members of the Nominating and Governance Committee of the Board. Each director will be elected annually by the stockholders at each annual meeting of stockholders for a term expiring at the next annual meeting of stockholders. We have not yet set the date of the first annual meeting of stockholders to be held following the Spin-Off.

Name	Age	Committee Appointment
Peter J. Arduini	58	None
H. Lawrence Culp, Jr.	59	None
Rodney F. Hochman	67	Audit Committee and Nominating and Governance Committee
Lloyd W. Howell, Jr.	56	Audit Committee and Talent, Culture, and Compensation Committee
Catherine Lesjak	63	Audit Committee (Chair)
Anne T. Madden	58	Audit Committee and Nominating and Governance Committee
Tomislav Mihaljevic	58	Talent, Culture, and Compensation Committee and Nominating and Governance Committee
Risa Lavizzo-Mourey	68	Nominating and Governance Committee (Chair)
William J. Stromberg	62	Audit Committee and Talent, Culture, and Compensation Committee (Chair)
Phoebe L. Yang	53	Talent, Culture, and Compensation Committee and Nominating and Governance Committee

Non-Employee Director Compensation

Effective as of 5:00 p.m. Eastern time on the Distribution Date, our non-employee directors will be entitled to receive cash and equity compensation as provided in our compensation program for the non-employee directors. Under the program, non-employee directors will be compensated for service on the Board as follows:

Cash Retainers

Each non-employee director will receive an annual cash retainer of $125,000. Each non-employee director who serves as the lead independent member of the Board will receive an additional annual cash retainer of $40,000. Each non-employee director who serves as the Chair of the Board will receive an additional annual cash retainer of $130,000. Chairs of the following committees will be entitled to the following applicable additional annual cash retainers: (a) Audit Committee Chair: $25,000; (b) Talent, Culture, and Compensation Committee Chair: $20,000; and (c) Nominating and Governance Committee Chair: $15,000. The foregoing cash retainers will be payable quarterly in arrears and prorated for partial years of service.

Equity Grants

Each non-employee director will receive an annual grant of restricted stock units ("RSUs") on the day of our annual shareholder meeting with an award value of $200,000. The grant will vest on the earliest of (i) the date of our next annual shareholder meeting, (ii) the first anniversary of the grant date, (iii) a Change in Control (as defined in the GE HealthCare LTIP) and (iv) the applicable non-employee director's termination of service due to Disability (as defined in the GE HealthCare LTIP) or death, subject to continuous service through the applicable vesting date.

Officer Appointments

As previously reported in our Current Report on Form 8-K filed with the Commission on December 14, 2022, effective on December 14, 2022, the following persons were appointed as executive officers of the Company serving in the offices of the Company set forth beside each person's name:

Name	Age	Position(s)
Peter J. Arduini	58	President, Chief Executive Officer, and Director
Helmut Zodl	50	Chief Financial Officer
George A. Newcomb	55	Chief Accounting Officer

As previously reported in the Information Statement, effective as of 5:00 p.m. Eastern time on the Distribution Date, the following persons were appointed as executive officers of the Company serving in the offices of the Company set forth beside each person's name:

Name	Age	Position(s)
Frank R. Jimenez	57	General Counsel and Corporate Secretary
Betty D. Larson	46	Chief People Officer
Jan Makela	54	CEO, Imaging
Kevin M. O'Neill	54	CEO, Pharmaceutical Diagnostics
Roland Rott	51	CEO, Ultrasound
Thomas J. Westrick	54	CEO, Patient Care Solutions

Information regarding the background of the directors and executive officers of the Company is included in the Information Statement under the caption "Management," in the subsections on pages 167 to 172, which pages are incorporated herein by reference.

GE HealthCare 2023 Long-Term Incentive Plan and GE HealthCare Mirror Long-Term Incentive Plans

We have adopted (a) the GE HealthCare 2023 Long-Term Incentive Plan (the "GE HealthCare LTIP") and (b) the GE HealthCare Mirror 2022 Long-Term Incentive Plan, the GE HealthCare Mirror 2007 Long-Term Incentive Plan and the GE HealthCare Mirror 1990 Long-Term Incentive Plan (collectively, the "GE HealthCare Mirror LTIPs"), in each case, effective as of the Distribution Date. The GE HealthCare Mirror LTIPs were adopted to assume the converted stock options and RSUs (including performance stock units) held by employees of GE HealthCare or one of its subsidiaries and corporate and former employees of GE or one of its subsidiaries, including those held by our executive officers, in each case as a result of the Spin-Off. Grants of equity awards made after the Spin-Off to our executive officers and other employees will be made under the GE HealthCare LTIP. The GE HealthCare LTIP and the GE HealthCare Mirror LTIPs became effective as of the Distribution Date. Summaries of the GE HealthCare LTIP and GE HealthCare Mirror LTIPs are included in the Information Statement under the caption "Compensation Discussion and Analysis," on pages 183 to 186, which pages are incorporated herein by reference.

The foregoing descriptions of the GE HealthCare LTIP and the GE HealthCare Mirror LTIPs set forth under this Item 5.02 do not purport to be complete and are qualified in their entirety by reference to the full text of such plans, which are filed as Exhibits 10.7, 10.8, 10.9, and 10.10 to this Current Report on Form 8-K, and are incorporated herein by reference.

Item 8.01 Other Events.

On January 4, 2023, we issued a press release announcing the completion of the Spin-Off. The full text of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference in this item 8.01.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
2.1	Separation and Distribution Agreement, dated November 7, 2022 by and between General Electric Company and GE HealthCare Technologies Inc. (f/k/a/ GE Healthcare Holding LLC), as amended.†
10.1	Transition Services Agreement, dated January 2, 2023 by and between General Electric Company and GE HealthCare Technologies Inc. (f/k/a GE Healthcare Holding LLC).†
10.2	Tax Matters Agreement, dated January 2, 2023 by and between General Electric Company and GE HealthCare Technologies Inc. (f/k/a GE Healthcare Holding LLC).†
10.3	Employee Matters Agreement, dated January 2, 2023 by and between General Electric Company and GE HealthCare Technologies Inc. (f/k/a GE Healthcare Holding LLC).
10.4	Trademark License Agreement, dated December 31, 2022 by and between General Electric Company and GE HealthCare Imaging Holding Inc.†
10.5	Real Estate Matters Agreement, dated January 2, 2023 by and between General Electric Company and GE HealthCare Technologies Inc. (f/k/a GE Healthcare Holding LLC).
10.6	Stockholder and Registration Rights Agreement, dated January 2, 2023 by and between General Electric Company and GE HealthCare Technologies Inc. (f/k/a GE Healthcare Holding LLC).†
10.7	GE HealthCare 2023 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.11 of GE Healthcare Holding LLC's Registration Statement on Form S-1 filed with the SEC on December 14, 2022).
10.8	GE HealthCare Mirror 2022 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.12 of GE Healthcare Holding LLC's Registration Statement on Form S-1 filed with the SEC on December 14, 2022).
10.9	GE HealthCare Mirror 2007 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.13 of GE Healthcare Holding LLC's Registration Statement on Form S-1 filed with the SEC on December 14, 2022).
10.10	GE HealthCare Mirror 1990 Long-Term Incentive Plan (incorporated by reference to Exhibit 10.14 of GE Healthcare Holding LLC's Registration Statement on Form S-1 filed with the SEC on December 14, 2022).
99.1	Press Release, dated January 4, 2023, issued by GE HealthCare Technologies Inc. (f/k/a GE Healthcare Holding LLC).
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

† Certain portions of this exhibit have been redacted pursuant to Item 601(b)(2)(ii) and 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 Commission upon its request.

SIGNATURE

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 hereunto duly authorized.

Date: January 4, 2023

GE HEALTHCARE TECHNOLOGIES INC.

By: /s/ Frank R. Jimenez
Name: Frank R. Jimenez
Title: General Counsel and Corporate Secretary

Exhibit 2.1

SEPARATION AND DISTRIBUTION AGREEMENT

by and between

GENERAL ELECTRIC COMPANY

and

GE HEALTHCARE HOLDING LLC

Dated as of November 7, 2022

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS SEPARATION AND DISTRIBUTION AGREEMENT 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) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

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Schedules:

SEPARATION AND DISTRIBUTION AGREEMENT,* dated as of November 7, 2022, by and between General Electric Company, a New York corporation ("Parent"), and GE Healthcare Holding LLC, a Delaware limited liability company, to be converted to a corporation and renamed GE HealthCare Technologies Inc. prior to the Distribution Date ("SpinCo"). Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to them in Article I.

R E C I T A L S

WHEREAS, the board of directors of Parent has determined that it is in the best interests of Parent and its stockholders to create a new publicly traded company that will operate the SpinCo Business;

WHEREAS, in furtherance of the foregoing, the board of directors of Parent has determined that it is appropriate and desirable to effect the Separation Transactions;

WHEREAS, (i) Parent (A) has effected or will effect certain restructuring transactions for purposes of aggregating the SpinCo Business in the Parent Group (the "Restructuring") prior to the Distribution and in connection therewith (B) will contribute, convey, sell or otherwise transfer (or cause its Subsidiaries to contribute, convey, sell or otherwise transfer) the SpinCo Assets to SpinCo and the other members of the SpinCo Group in exchange for (1) the assumption by one or more members of the SpinCo Group of the SpinCo Liabilities, (2) the actual or deemed issuance by SpinCo to Parent of SpinCo Common Stock and the issuance by SpinCo to Parent of the SpinCo Debt Securities, and (3) the SpinCo Debt Proceeds Distribution (clause (B), collectively, the "Contribution") and (ii) Parent will make the Distribution;

WHEREAS, following the Distribution, Parent may retain up to 19.9% of the outstanding SpinCo Common Stock (the "Retained Stock") and intends to effect one or more (i) exchanges of the Retained Stock for Parent debt held by Parent creditors, (ii) distributions of the Retained Stock to holders of Parent Common Stock as dividends or in exchange for outstanding shares of Parent Common Stock (a "Subsequent Disposition") or (iii) dispositions of such Retained Stock (clauses (i), (ii) and (iii), collectively, a "Remaining Disposition");

WHEREAS, concurrently with or following the Distribution, Parent may effect one or more exchanges of the SpinCo Debt Securities for Parent debt held by Parent creditors (each, a "Debt-for-Debt Exchange");

WHEREAS, SpinCo has been incorporated solely for these purposes and has not engaged in activities except in preparation for the Spin-Off;

WHEREAS, Parent and SpinCo have prepared, and SpinCo has filed with the Commission, the Form 10, which includes the Information Statement and sets forth certain disclosures concerning SpinCo and the Distribution;

WHEREAS, Parent and SpinCo intend that the Spin-Off qualify for its Intended Tax Treatment;

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* This Exhibit 2.1 reflects the Separation and Distribution Agreement, dated as of November 7, 2022, as amended by that Amendment No. 1 to Separation and Distribution Agreement, dated as of January 2, 2023.

WHEREAS, Parent has announced its intention to effect, following the Distribution, separation transactions involving certain other businesses of the Parent Group (collectively, a "Subsequent Separation Transaction"), which is currently contemplated to be effected as a spin-off of the Renewable Energy, Power and Digital businesses of Parent into a newly formed public company; and

WHEREAS, it is appropriate and desirable to set forth the principal transactions required to effect the Spin-Off, certain other agreements that will govern certain matters relating to the Spin-Off and the relationship of Parent, SpinCo and their respective Subsidiaries following the Distribution, and certain matters relating to the allocation of rights and obligations under this Agreement and the Ancillary Agreements in connection with a Subsequent Separation Transaction.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

"Action" means any claim, complaint, petition, hearing, charge, demand, action, suit, countersuit, arbitration, inquiry, audit, assessment, proceeding or investigation by or before any Governmental Authority, including any Government Investigation.

"Adversarial Action" means (i) an Action by one or more members of the Parent Group, on the one hand, against one or more members of the SpinCo Group, on the other hand, or (ii) an Action by one or more members of the SpinCo Group, on the one hand, against one or more members of the Parent Group, on the other hand.

"Affiliate" of any Person means a Person that controls, is controlled by or is under common control with such Person. As used herein, "control" of any entity means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, whether through ownership of voting securities or other interests, by Contract or otherwise; provided, however, that, from and after the Distribution Date, (i) SpinCo and the other members of the SpinCo Group shall not be considered Affiliates of Parent or any of the other members of the Parent Group and (ii) Parent and the other members of the Parent Group shall not be considered Affiliates of SpinCo or any of the other members of the SpinCo Group.

"Agent" means the distribution agent appointed by Parent to distribute to the Record Holders, pursuant to the Distribution, the shares of SpinCo Common Stock held by Parent.

"Agreement" means this Separation and Distribution Agreement, including the Schedules hereto.

"Ancillary Agreements" means the Master Ancillary Agreements and any other instruments, assignments, documents and agreements executed or to be executed between one or more members of the Parent Group, on the one hand, and one or more members of the SpinCo Group, on the other hand, in each case in connection with the Restructuring and the implementation of the transactions contemplated by this Agreement (including any Real Estate Separation Document, any Local Transfer Agreement and any other agreement or instrument executed by one or more members of the Parent Group and one or more members of the SpinCo Group for the purpose of transferring or conveying Assets or Liabilities in order to effect the transactions contemplated hereby, but excluding any agreement entered into between one or more members of the Parent Group, on the one hand, and one or more members of the SpinCo Group, on the other, governing commercial relationships between the two Groups following the Distribution, including those listed on Schedule 1.01(a)).

"Arbitral Tribunal" has the meaning set forth in Section 11.03(a).

"Assets" means all assets, Contracts, properties and rights of every kind and nature (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), whether real, personal or mixed, tangible or intangible, or accrued or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person.

"Available Insurance Policies" means the insurance policies listed on Schedule 1.01(b) under the caption "Parent Available Insurance Policies."

"Cash Management Arrangements" means all cash management arrangements pursuant to which Parent or any of its Subsidiaries automatically or manually sweep cash from, or automatically or manually transfer cash to, accounts of SpinCo or any member of the SpinCo Group.

"Commission" means the U.S. Securities and Exchange Commission.

"Consents" means any consents, waivers, authorizations, ratifications, permissions, exemptions or approvals from or to any Person.

"Contract" means any oral or written contract, agreement or other legally binding instrument, including any note, bond, mortgage, deed, indenture, commitment, lease, sublease, license, sublicense or joint venture agreement.

"Contribution" has the meaning set forth in the Recitals hereof.

"Credit Support Instruments" has the meaning set forth in Section 3.01(a).

"Customary Offering Actions" means all actions by SpinCo that are requested by Parent to assist with respect to the consummation of the Distribution, a Remaining Disposition or Debt-for-Debt Exchange, as applicable, and any transactions in connection therewith, including: (i) participating in meetings, presentations and due diligence sessions, (ii) assisting with the preparation of materials for presentations, memoranda and similar documents required in connection with any such transactions, (iii) providing any financial information and other information about SpinCo and its Subsidiaries reasonably requested by Parent and (iv) authorizing and directing SpinCo's auditors to provide customary cooperation, including comfort letters and authorization letters, in connection with any such transactions.

"D&O Policies" has the meaning set forth in Section 8.06.

"Debt-for-Debt Exchange" has the meaning set forth in the Recitals hereof.

"Decision on Interim Relief" has the meaning set forth in Section 11.03(e).

"Delayed Asset" has the meaning set forth in Section 2.01(d).

"Delayed Liability" has the meaning set forth in Section 2.01(e).

"Disbursement" has the meaning set forth in Section 2.03(d)(iii).

"Dispute" has the meaning set forth in Section 11.02.

"Dispute Notice" has the meaning set forth in Section 11.02.

"Distribution" means the distribution by Parent to the Record Holders, on a pro rata basis, of at least 80.1% of the outstanding shares of SpinCo Common Stock held by Parent.

"Distribution Date" means the date, determined by Parent in accordance with Section 5.03, on which the Distribution occurs.

"EHS Law" means any Law or Governmental Approvals relating to (i) pollution, or protection of the environment, natural resources or human health and safety, (ii) the transportation, treatment, storage or Release of, or exposure to Hazardous Materials or (iii) the registration, manufacturing, sale, labeling, distribution, recycling or take back of Hazardous Materials or products containing any such materials.

"EHS Liabilities" means all Liabilities relating to, arising out of or resulting from any applicable EHS Law or Governmental Approvals required or issued thereunder, including any Liabilities (including Remedial Actions, Third-Party Claims and contractual obligations) relating to, arising out of or resulting from any (i) compliance, or any actual or alleged non-compliance, with any EHS Law, (ii) any actual or alleged presence or Release of, or exposure to, Hazardous Materials in the environment, (iii) any actual or alleged personal injuries, property or natural resource damages, financial assurance obligations, or contractual obligations relating to any of the foregoing clauses (i) and (ii); and (iv) any Remedial Action or similar activities related to any of the foregoing clauses (i), (ii) and (iii).

"EHS Liabilities Discovered Post Distribution" means any EHS Liability subject to indemnification pursuant to Section 6.02 or Section 6.03 of this Agreement that is not a Known Environmental Liability.

"EMA" means the Employee Matters Agreement to be entered into by and between Parent and SpinCo prior to the Distribution Date in connection with the Separation Transactions.

"Emergency Arbitrator" has the meaning set forth in Section 11.03(e).

"Exchange" means the NASDAQ.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, together with the rules and regulations promulgated thereunder.

"Final Determination" has the meaning set forth in the TMA.

"First Post-Distribution Report" has the meaning set forth in Section 11.13.

"Form 10" means the registration statement on Form 10 filed by SpinCo with the Commission to effect the registration of SpinCo Common Stock pursuant to the Exchange Act in connection with the Distribution, as such registration statement may be amended or supplemented from time to time.

"Former Business" means any corporation, partnership, entity, product line, division, business unit or business, including any business within the meaning of Rule 11-01(d) of Regulation S-X (in each case, including any assets and liabilities comprising the same) that has been sold, conveyed, assigned, transferred or otherwise disposed of or divested (in whole or in part) to a Person other than Parent or its Subsidiaries or the operations, activities or production of which has been discontinued, abandoned, completed or otherwise terminated (in whole or in part), in each case, prior to the Distribution Date.

"Former SpinCo Business" means the operations set forth on Schedule 1.01(c) and any Former Business that at the time of sale, conveyance, assignment, transfer, or other disposition or divestiture (in whole or in part) or discontinuation, abandonment, completion or termination (in whole or in part) of the operations, activities or production thereof, was primarily managed by or primarily associated with the SpinCo Business or any portion thereof as then conducted.

"Government Investigation" means any inquiry, investigation, probe, audit or inspection conducted by a Governmental Authority.

"Governmental Approvals" means any notices, reports or other filings given to or made with, or any Consents, registrations or permits obtained from, any Governmental Authority.

"Governmental Authority" means any federal, state, local, foreign, international or multinational government, political subdivision, governmental, quasi-governmental authority of any nature (including any department, commission, board, bureau, agency, court or tribunal) or other body exercising legislative, judicial, regulatory, administrative or taxing authority, arbitral body or official of any of the foregoing.

"GRC TSA" means the Global Research Center Transition Services and Delayed Transfer Agreement to be entered into by and between Parent and SpinCo prior to the Distribution Date in connection with the Separation Transactions.

"Group" means either the Parent Group or the SpinCo Group, or both, as the context requires.

"Hazardous Materials" means (i) any natural or artificial substance (whether solid, liquid, gas or other form of matter, whether alone or in combination) that could cause harm to human health or the environment and (ii) any other chemical, material, substance or waste that could result in Liability under, or that is prohibited, limited or regulated by or pursuant to, any EHS Law.

"Indemnifying Party" has the meaning set forth in Section 6.04(a).

"Indemnitee" has the meaning set forth in Section 6.04(a).

"Indemnity Payment" has the meaning set forth in Section 6.04(a).

"Information" means information, whether or not patentable, copyrightable or protectable as a trade secret, in written, oral, electronic or other tangible or intangible forms, stored in any medium now known or yet to be created, including studies, reports, records, books, Contracts, instruments, surveys, analyses, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing or business plans, customer names or information, communications (including emails, text messages, IMs, and chats, including those by or to attorneys (whether or not subject to the attorney-client privilege)), memos and other materials (including those prepared by attorneys or under their direction (whether or not constituting attorney work product)) and other technical, financial, employee or business information or data, documents, correspondence, materials and files, in each case excluding any Intellectual Property rights therein.

"Information Statement" means the Information Statement sent by or on behalf of Parent to the holders of Parent Common Stock in connection with the Distribution, as such Information Statement may be amended from time to time.

"Insurance Proceeds" means those monies:

(a) received by an insured (or its successor-in-interest) from an insurance carrier;

(b) paid by an insurance carrier on behalf of the insured (or its successor-in-interest); or

(c) received (including by way of set-off) from any third party in the nature of insurance in respect of any Liability;

in any such case net of (i) any applicable premium adjustments (including reserves and retrospectively rated premium adjustments), (ii) any costs or expenses incurred in the collection thereof, (iii) any reimbursement obligations under "fronted" or similar insurance policies and (iv) any Taxes resulting from the receipt thereof.

"Intellectual Property" has the meaning set forth in the IPAA.

"Intended Tax Treatment" has the meaning set forth in the TMA.

"Intercompany Accounts" has the meaning set forth in Section 2.03(a).

"Intercompany Agreements" has the meaning set forth in Section 2.03(a).

"Intercompany Deeds" means the deeds (or similar instruments) conveying a fee simple interest (or local equivalent) in real property, together with any applicable transfer Tax forms and other documents required under applicable Law, (i) delivered by a member of the Parent Group, as grantor, to a member of the SpinCo Group, as grantee, or (ii) delivered by a member of the SpinCo Group, as grantor, to a member of the Parent Group, as grantee, in each case of clauses (i) and (ii), in connection with the Separation Transactions or set forth on Schedule 1.01(d) under the caption "Intercompany Deeds."

"Intercompany Leases" means the real property leases by and between (i) a member of the Parent Group, as lessor, and a member of the SpinCo Group, as lessee, or (ii) a member of the SpinCo Group, as lessor, and a member of the Parent Group, as lessee, in each case of clauses (i) and (ii), entered into in accordance with the Separation Transactions or set forth on Schedule 1.01(d) under the caption "Intercompany Leases."

"Intercompany Subleases" means the real property subleases by and between (i) a member of the Parent Group, as sublessor, and a member of the SpinCo Group, as sublessee, and (ii) a member of the SpinCo Group, as sublessor, and a member of the Parent Group, as sublessee (if any), in each case of clauses (i) and (ii), entered into in accordance with the Separation Transactions or set forth on Schedule 1.01(d) under the caption "Intercompany Subleases."

"Interim Relief" has the meaning set forth in Section 11.03(e).

"Internal Investigation" means any inquiry, investigation, probe, audit or inspection conducted by a member of the Parent Group or the SpinCo Group.

"IPAA" means the Intellectual Property Assignment Agreement, to be entered into by and between Parent and a member of the SpinCo Group prior to the Distribution Date in connection with the Separation Transactions.

"IPCLAs" means the Intellectual Property Cross License Agreements, each to be entered into by and between Parent and members of the SpinCo Group prior to the Distribution Date in connection with the Separation Transactions.

"JAMS" means JAMS, formerly known as Judicial Arbitration and Mediation Services, Inc., and its successors.

"Joint Actions" has the meaning set forth in Section 6.11(c).

"Known Counsel" has the meaning set forth in Section 7.10.

"Known Environmental Liabilities" means the Liabilities listed or described on Schedule 1.01(g) and Schedule 1.01(k), in each case, under the caption "Known Environmental Liabilities."

"Law" means any statute, law, regulation, ordinance, rule, judgment, rule of common law, order, decree, Governmental Approval, concession, grant, franchise, license, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, whether now or hereinafter in effect.

"Lease Assignments" means the assignments of real property leases and subleases by and between (i) a member of the Parent Group, as assignor, and a member of the SpinCo Group, as assignee, or (ii) a member of the SpinCo Group, as assignor, and a member of the Parent Group, as assignee, in each case of clauses (i) and (ii) as set forth on Schedule 1.01(d) under the caption "Lease Assignments."

"Liabilities" means any and all claims, debts, demands, causes of action, suits, damages, fines, penalties, obligations, prohibitions, accruals, accounts payable, bonds, indemnities and similar obligations, agreements, promises, guarantees, make-whole agreements and similar obligations, and other liabilities, obligations or requirements of any kind or nature, including all contractual obligations, whether absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, and including those arising under any Law, Action, threatened or contemplated Action or any award of any arbitrator or mediator, and those arising under any Contract, including those arising under this Agreement or any Ancillary Agreement, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person. For the avoidance of doubt, Liabilities shall include reasonable attorneys' fees and expenses, the costs and expenses of all assessments, judgments, settlements, compromises and resolutions, and any and all other costs and expenses whatsoever reasonably incurred in connection with anything contemplated by the immediately preceding sentence (including reasonable costs and expenses incurred in investigating, preparing or defending against any such Actions or threatened or contemplated Actions).

"Local Transfer Agreement" means any agreement entered into for the purpose of effecting the Separation Transactions in accordance with the Laws of an applicable jurisdiction, including those set forth on Schedule 1.01(e), other than any Master Ancillary Agreement.

"Managing Party" has the meaning set forth in Section 6.11(d).

"Master Ancillary Agreements" means the TMA, the EMA, the IPCLAs, the IPAA, the TMLA, the REMA, the RRA, the TSA and the GRC TSA.

"Mixed Action" means any Action in respect of which an Indemnifying Party may be obligated to provide indemnification pursuant to this Agreement that involves both Parent Assets or Parent Liabilities, on the one hand, and SpinCo Assets or SpinCo Liabilities, on the other hand.

"Negotiation Period" has the meaning set forth in Section 11.02.

"Non-Managing Party" has the meaning set forth in Section 6.11(d).

"Parent" has the meaning set forth in the Preamble hereof.

"Parent Account" means any bank, brokerage or similar account owned by Parent or any other member of the Parent Group.

"Parent Assets" means (a) all Assets of the Parent Group or the SpinCo Group as of immediately prior to the Distribution other than the SpinCo Assets, (b) the Parent Retained Assets, (c) all interests in the capital stock of, or other equity interests in, the members of the Parent Group (other than Parent), (d) all rights related to the Parent Portion of any Shared Contract and (e) all Parent IP Assets.

"Parent Business" means the businesses and operations as conducted immediately prior to the Distribution or as formerly conducted by Parent and its Subsidiaries other than the SpinCo Business, including any Former Business other than any Former SpinCo Business.

"Parent Common Stock" means the common stock, $0.06 par value per share, of Parent.

"Parent Credit Support Instruments" has the meaning set forth in Section 3.01(a).

"Parent Directed Actions" has the meaning set forth in Section 6.11(b)(i).

"Parent Disclosure Sections" means all information contained in or incorporated by reference into the Form 10 or Information Statement, or used in documents for an offering of securities in connection with the Spin-Off or for an offering of securities as contemplated by this Agreement, including an offering of SpinCo Debt Securities, other SpinCo debt securities, a Subsequent Disposition, a Remaining Disposition or a Debt-for-Debt Exchange, to the extent relating to (a) the Parent Group, (b) the Parent Liabilities, (c) the Parent Assets or (d) the substantive disclosure set forth in such documents relating to Parent's board of directors' consideration of the Spin-Off, including the section of the Form 10 entitled "Reasons for the Spin-Off."

"Parent EHS Liabilities" means any EHS Liability, whether occurring or arising prior to, on or after the Distribution Date, to the extent (a) relating to, arising out of or resulting from (i) any compliance or non-compliance with any EHS Law in connection with the operation of the Parent Business or any Parent Asset, (ii) any Release of any Hazardous Material at, on, under, from or to any real property constituting a Parent Asset, (iii) any Release, transportation, storage, disposal, treatment or recycling (or arrangement for such activities) of any Hazardous Material in connection with the operation of the Parent Business or (iv) any exposure to Hazardous Materials (including those contained in any products currently or formerly manufactured, sold, distributed or marketed) in connection with clauses (i) through (iii) or otherwise in connection with the operation of the Parent Business or any Parent Asset, (b) otherwise relating to, arising out of or resulting from the Parent Business or any Parent Asset or (c) otherwise listed or described on Schedule 1.01(g) under the caption "EHS Liabilities." Notwithstanding the foregoing, Parent EHS Liabilities shall not include any SpinCo EHS Liabilities; provided, however, that any EHS Liability to the extent relating to, arising out of or resulting from any Real Property owned or leased by Parent Group that is not a SpinCo Real Property (and that is not a SpinCo Liability referenced on Schedule 1.01(k)) shall be a Parent EHS Liability and shall not be treated as a SpinCo EHS Liability.

"Parent Group" means, Parent and each Subsidiary of Parent that is or was a Subsidiary of Parent at the time in respect of which the relevant determination is being made, but excluding any member of the SpinCo Group.

"Parent Indemnitees" has the meaning set forth in Section 6.02.

"Parent IP Assets" has the meaning set forth in the IPAA.

"Parent Liabilities" means, without duplication, the following Liabilities:

(a) all Liabilities of the Parent Group or the SpinCo Group to the extent relating to, arising out of or resulting from:

(i) the operation or conduct of the Parent Business as conducted at any time prior to the Distribution (including any such Liability to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority), which act or failure to act relates to the Parent Business);

(ii) the operation or conduct of the Parent Business or any other business conducted by Parent or any other member of the Parent Group at any time after the Distribution (including any such Liability to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority)); or

(iii) the Parent Assets;

(b) all Liabilities of the Parent Group, and all Liabilities of the SpinCo Group as of immediately prior to the Distribution, in each case for accounts payable (other than intercompany accounts payable between members of the Parent Group or any other Affiliate of Parent, including any member of the SpinCo Group, which are addressed in Section 2.03) to the extent relating to, arising out of or resulting from the Parent Business, and in each case other than any item otherwise covered by clause (c) of the definition of "SpinCo Liabilities";

(c) all Parent Retained Liabilities;

(d) all Parent EHS Liabilities;

(e) any obligations to the extent relating to, arising out of or resulting from the Parent Portion of any Shared Contract; and

(f) all Liabilities to the extent relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to the Parent Disclosure Sections.

Notwithstanding the foregoing, the Parent Liabilities shall not include any SpinCo Liabilities.

"Parent Policy Pre-Separation Insurance Matters" means any (a) circumstance known by the SpinCo Group or the Parent Group or claim made against the SpinCo Group or the Parent Group and, in either case, reported to the applicable insurer(s) prior to the Distribution Date in respect of an act, omission or Liability occurring prior to the Distribution Date that results in a Liability under a "claims-made-based" or an "occurrence-reported-based" insurance policy of the Parent Group in effect prior to the Distribution Date or any extended reporting period thereof, (b) Action (whether made prior to, on or following the Distribution Date) in respect of any incident occurring prior to the Distribution Date under the Available Insurance Policies in effect prior to the Distribution Date or (c) if and solely to the extent Parent so elects by written notice to SpinCo, claims made against the SpinCo Group after the Distribution Date in respect of an act, omission or Liability occurring prior to the Distribution Date that results in a Liability under the "claims-made-based" insurance policies of the Parent Group so elected by Parent, other than Available Insurance Policies.

"Parent Portion" has the meaning set forth in Section 2.04(a).

"Parent Retained Assets" means the Assets to be retained by the Parent Group as set forth on Schedule 1.01(f).

"Parent Retained Liabilities" means the Liabilities to be retained by the Parent Group as set forth on Schedule 1.01(g).

"Party" means either party hereto, and "Parties" means both parties hereto.

"Person" means an individual, a general or limited partnership, a corporation, an association, a trust, a joint venture, an unincorporated organization, a limited liability company, any other entity or any Governmental Authority.

"Real Estate Separation Documents" means the Intercompany Deeds, the Intercompany Leases, the Intercompany Subleases and the Lease Assignments.

"Real Property" means real property and real property interests, and any fixtures or appurtenances associated therewith.

"Receipt" has the meaning set forth in Section 2.03(d)(iii).

"Receiving Party" has the meaning set forth in Section 2.01(f)(i).

"Record Date" means the close of business on the date determined by the Parent board of directors as the record date for determining the shares of Parent Common Stock in respect of which shares of SpinCo Common Stock will be distributed pursuant to the Distribution.

"Record Holders" has the meaning set forth in Section 5.01(b).

"Release" means any actual or threatened release, spill, emission, discharge, flow, leaking, pumping, pouring, dumping, injection, deposit, disposal, dispersal, leaching or migration into or through the indoor or outdoor environment.

"REMA" means the Real Estate Matters Agreement to be entered into by and between Parent and SpinCo prior to the Distribution Date in connection with the Separation Transactions.

"Remaining Disposition" has the meaning set forth in the Recitals hereof.

"Remedial Action" means those corrective actions, removal, remediation or cleanup activities, investigation, monitoring or sampling measures, including institutional controls and environmental covenants, and operations, maintenance and monitoring actions, in each case, undertaken to investigate, inspect, monitor, remove, remedy, abate, contain, control, treat or ameliorate the presence of Hazardous Materials in the environment.

"Representation Letters" has the meaning set forth in the TMA.

"Representative" has the meaning set forth in Section 7.09(a).

"Responsible Party" has the meaning set forth in Section 2.03(d)(iii).

"Restructuring" has the meaning set forth in the Recitals hereof.

"Retained Parent Business" has the meaning set forth in Section 2.07.

"Retained Parent Group" has the meaning set forth in Section 2.07.

"Retained Stock" has the meaning set forth in the Recitals hereof.

"RRA" means the Stockholder and Registration Rights Agreement to be entered into by and between Parent and SpinCo prior to the Distribution Date in connection with the Separation Transactions.

"Rules" has the meaning set forth in Section 11.03.

"Security Interest" means any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer or other encumbrance of any nature whatsoever.

"Separation Transactions" means the Restructuring, the Contribution, the Distribution and the other transactions contemplated by this Agreement.

"Shared Contract" means any Contract of any member of either Group with a third party that relates in any material respect to both the SpinCo Business and the Parent Business, in each case that is set forth on Schedule 1.01(h).

"SpinCo" has the meaning set forth in the Preamble hereof.

"SpinCo Account" means any bank, brokerage or similar account owned by SpinCo or any other member of the SpinCo Group.

"SpinCo Assets" means, without duplication, the following Assets of the Parent Group or the SpinCo Group:

(a) all Assets that are provided by this Agreement or any Ancillary Agreement as Assets to be assigned to or retained by, or allocated to, any member of the SpinCo Group;

(b) all interests in the capital stock of, or other equity interests in, the members of the SpinCo Group (other than SpinCo) and all other equity, partnership, membership, joint venture and similar interests held by any member of the SpinCo Group or set forth on Schedule 1.01(i) under the captions "SpinCo Joint Venture Interests and Other Equity Interests," or "Subsidiaries," as applicable;

(c) all SpinCo Contracts;

(d) all rights related to the SpinCo Portion of any Shared Contract;

(e) all SpinCo Real Property;

(f) all SpinCo IP Assets;

(g) all inventory and accounts receivable (other than intercompany accounts receivable between members of the Parent Group or any other Affiliate of Parent, including any member of the SpinCo Group, which are addressed in Section 2.03) that relate exclusively to the SpinCo Business;

(h) all Assets of Parent and its Subsidiaries that relate exclusively to the SpinCo Business, other than Real Property, Intellectual Property, intangible rights in Technology, Contracts, inventory and accounts receivable, joint venture interests or other equity interests (each of which is addressed above);

(i) all Assets of any member of the SpinCo Group formed in connection with the transactions contemplated by this Agreement and the Ancillary Agreements;

(j) all Assets listed or described on Schedule 1.01(j); and

(k) all claims or rights against any Person, all Actions, judgments or similar rights, all rights under express or implied warranties, all rights of recovery and all rights of set-off of any kind and demands of any nature, in each case whether accrued or contingent, whether in tort, contract or otherwise and whether arising by way of counterclaim or otherwise, in each case exclusively arising from the ownership of any SpinCo Asset.

Notwithstanding the foregoing, the SpinCo Assets shall not include: (i) any Parent Assets or (ii) any Intellectual Property or intangible rights in Technology other than SpinCo IP Assets.

"SpinCo Available Insurance Policies" means the insurance policies listed on Schedule 1.01(b) under the caption "SpinCo Insurance Policies."

"SpinCo Business" means the Healthcare businesses and operations of Parent and its Subsidiaries, as such businesses and operations were conducted as of immediately prior to the Distribution or as formerly conducted by Parent and its Subsidiaries, including as described in the Information Statement, together with any Former SpinCo Businesses.

"SpinCo Common Stock" means the common stock, $0.01 par value per share, of SpinCo.

"SpinCo Contracts" means the following Contracts to which Parent or any of its Subsidiaries is a party or by which Parent or any of its Subsidiaries or any of their respective Assets is bound, whether or not in writing, in each case, immediately prior to the Distribution, except for any such Contract or part thereof that is expressly contemplated to be assigned to or retained by, or allocated to, any member of the Parent Group pursuant to any provision of this Agreement or any other Ancillary Agreement:

(a) any Contract that relates exclusively to the SpinCo Business, other than any joint venture agreement, Shared Contract or other Contract that constitutes a Parent Retained Asset;

(b) the SpinCo Joint Venture Agreements;

(c) any Contract listed or described on Schedule 1.01(j) under the caption "Contracts"; and

(d) any Contract or part thereof that is otherwise contemplated pursuant to this Agreement or any of the other Ancillary Agreements to be assigned to or retained by, or allocated to, any member of the SpinCo Group.

"SpinCo Credit Support Instruments" has the meaning set forth in Section 3.02(a).

"SpinCo Debt Proceeds Distribution" means the distribution by SpinCo to Parent of all or a portion of the net proceeds from SpinCo's issuance of debt securities or incurrence of term loans.

"SpinCo Debt Securities" means the debt securities issued by SpinCo to Parent as identified on Schedule 1.01(l).

"SpinCo Directed Actions" has the meaning set forth in Section 6.11(a)(i).

"SpinCo EHS Liabilities" means any EHS Liability, whether occurring or arising prior to, on or after the Distribution Date, to the extent (a) relating to, arising out of or resulting from (i) any compliance or non-compliance with any EHS Law in connection with the operation of the SpinCo Business or any SpinCo Assets, (ii) any Release of any Hazardous Material at, on, under, from or to any SpinCo Real Properties, (iii) any Release, transportation, storage, disposal, treatment or recycling (or arrangement for such activities) of any Hazardous Material in connection with the operation of the SpinCo Business or (iv) any exposure to Hazardous Materials (including those contained in any products currently or formerly manufactured, sold, distributed or marketed) in connection with clauses (i) through (iii) or otherwise in connection with the operation of the

SpinCo Business or any SpinCo Asset, (b) otherwise relating to, arising out of or resulting from the SpinCo Business or any SpinCo Asset or (c) otherwise listed or described on Schedule 1.01(k) under the caption "EHS Liabilities." Notwithstanding the foregoing, any EHS Liability to the extent relating to, arising out of or resulting from any SpinCo Real Property (and that is not a Parent Retained Liability referenced on Schedule 1.01(g)) shall be a SpinCo EHS Liability and shall not be treated as a Parent EHS Liability.

"SpinCo Group" means, (a) SpinCo and each Subsidiary of SpinCo that is or was a Subsidiary of SpinCo at the time in respect of which the relevant determination is being made and (b) each entity set forth on Schedule 1.01(i) under the caption "Subsidiaries," each of which is contemplated to become a Subsidiary in connection with the Restructuring, in each case of this clause (b), until such time thereafter as it ceases to be a Subsidiary of SpinCo.

"SpinCo Indemnitees" has the meaning set forth in Section 6.03.

"SpinCo IP Assets" has the meaning set forth in the IPAA.

"SpinCo Joint Venture Agreements" means those Contracts governing the rights and obligations associated with the ownership of the SpinCo Joint Venture Interests.

"SpinCo Joint Venture Interests" means the joint venture interests and equity interests identified as SpinCo Joint Venture Interests and Other Equity Interests on Schedule 1.01(i).

"SpinCo Liabilities" means, without duplication, the following Liabilities:

(a) all Liabilities that are provided by this Agreement or any Ancillary Agreement as Liabilities to be assumed or retained by, or allocated to, any member of the SpinCo Group;

(b) all Liabilities to the extent relating to, arising out of or resulting from:

(i) the operation or conduct of the SpinCo Business as conducted at any time prior to the Distribution (including any such Liability to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority), which act or failure to act relates to the SpinCo Business);

(ii) the operation or conduct of the SpinCo Business or any other business conducted by SpinCo or any other member of the SpinCo Group at any time after the Distribution (including any such Liability to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority)); or

(iii) the SpinCo Assets;

(c) all Liabilities of the Parent Group and all Liabilities of the SpinCo Group, in each case for accounts payable (other than intercompany accounts payable between members of the Parent Group or any other Affiliate of Parent, including any member of the SpinCo Group, which are addressed in Section 2.03) to the extent relating to, arising out of or resulting from the SpinCo Business;

(d) all SpinCo EHS Liabilities;

(e) any obligations to the extent arising from the SpinCo Portion of any Shared Contract;

(f) all Liabilities of any member of the SpinCo Group that is formed in connection with the transactions contemplated by this Agreement and the Ancillary Agreements;

(g) all Liabilities listed or described on Schedule 1.01(k); and

(h) all Liabilities to the extent relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information contained in or incorporated by reference into the Form 10 or the Information Statement and any other documents filed with the Commission or used in documents for an offering of securities in connection with the Spin-Off or an offering of securities as otherwise contemplated by this Agreement, including an offering of SpinCo Debt Securities, other SpinCo debt securities, a Subsequent Disposition, a Remaining Disposition or a Debt-for-Debt Exchange, other than with respect to the Parent Disclosure Sections.

Notwithstanding the foregoing, the SpinCo Liabilities shall not include any Parent Retained Liabilities.

"SpinCo Policy Pre-Separation Insurance Matters" means any (a) circumstance known by the SpinCo Group or the Parent Group or claim made against the SpinCo Group or the Parent Group and reported to the applicable insurer(s) prior to the Distribution Date in respect of an act, omission or Liability occurring prior to the Distribution Date that results in a Liability under a "claims-made-based" or an "occurrence-reported-based" insurance policy of the SpinCo Group in effect prior to the Distribution Date or any extended reporting period thereof or (b) Action (whether made prior to, on or following the Distribution Date) in respect of facts, circumstances, events or matters occurring prior to the Distribution Date under the SpinCo Available Insurance Policies in effect prior to the Distribution Date.

"SpinCo Portion" has the meaning set forth in Section 2.04(a).

"SpinCo Real Property" means the Real Property identified on Schedule 1.01(m).

"Spin-Off" means the Contribution and the Distribution, taken together.

"Subsequent Ancillary Agreements" has the meaning set forth in Section 2.07.

"Subsequent Disposition" has the meaning set forth in the Recitals hereof.

"Subsequent Separation Agreement" has the meaning set forth in Section 2.07.

"Subsequent Separation Business" has the meaning set forth in Section 2.07.

"Subsequent Separation Transaction" has the meaning set forth in the Recitals hereof.

"Subsidiary" of any Person means any corporation or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization, is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries.

"Tax" or "Taxes" has the meaning set forth in the TMA.

"Tax Return" has the meaning set forth in the TMA.

"Technology" has the meaning set forth in the IPAA.

"Third-Party Claim" means any written assertion or other commencement by a Person (including any Governmental Authority) who is not a member of the Parent Group or the SpinCo Group of any claim, demand, inquiry or investigation, or the commencement by any such Person of any Action, against any member of the Parent Group or the SpinCo Group.

"Third-Party Proceeds" has the meaning set forth in Section 6.04(a).

"TMA" means the Tax Matters Agreement to be entered into by and between Parent and SpinCo prior to the Distribution Date in connection with the Separation Transactions.

"TMLA" means the Trademark License Agreement to be entered into by and between Parent and a member of the SpinCo Group prior to the Distribution Date in connection with the Separation Transactions.

"Transfer Limitation" has the meaning set forth in Section 2.01(d).

"Transferred Group" has the meaning set forth in Section 2.07.

"Transferring Party" has the meaning set forth in Section 2.01(f).

"TSA" means the Transition Services Agreement to be entered into by and between Parent and SpinCo prior to the Distribution Date in connection with the Separation Transactions.

ARTICLE II

THE SEPARATION

Section 2.01 Transfer of Assets and Assumption of Liabilities.

(a) Prior to the Distribution, the Parties shall, and shall cause their respective Group members to, execute such instruments of assignment, transfer or conveyance and take such other corporate actions as are necessary to:

(i) transfer and convey to one or more members of the SpinCo Group all of the right, title and interest of the Parent Group in, to and under all SpinCo Assets not already owned by the SpinCo Group;

(ii) transfer and convey to one or more members of the Parent Group all of the right, title and interest of the SpinCo Group in, to and under all Parent Assets not already owned by the Parent Group;

(iii) cause one or more members of the SpinCo Group to assume all of the SpinCo Liabilities to the extent such Liabilities would otherwise remain Liabilities of any member of the Parent Group; and

(iv) cause one or more members of the Parent Group to assume all of the Parent Liabilities to the extent such Liabilities would otherwise remain Liabilities of any member of the SpinCo Group.

Notwithstanding anything to the contrary herein, neither Party shall be required to transfer any Information, except as required by Article VII or by any Ancillary Agreement, or any insurance policies (which are the subject of Article VIII).

(b) In the event that it is discovered after the Distribution that there was an omission of (i) the transfer or conveyance by SpinCo (or a member of the SpinCo Group) to, or the acceptance or assumption by, Parent (or a member of the Parent Group) of any Parent Asset or Parent Liability, as the case may be, or (ii) the transfer or conveyance by Parent (or a member of the Parent Group) to, or the acceptance or assumption by, SpinCo (or a member of the SpinCo Group) of any SpinCo Asset or SpinCo Liability, as the case may be, the Parties shall use reasonable best efforts to promptly effect such transfer, conveyance, acceptance or assumption of such Asset or Liability, as the case may be, for no consideration and subject to Section 2.05. Any transfer, conveyance, acceptance or assumption made pursuant to this Section 2.01(b) shall be treated by the Parties for all purposes as if it had occurred immediately prior to the Distribution, except as otherwise required by applicable Law or a Final Determination.

(c) In the event that it is discovered after the Distribution that there was a transfer or conveyance (i) by SpinCo (or a member of the SpinCo Group) to, or the acceptance or assumption by, Parent (or a member of the Parent Group) of any SpinCo Asset or SpinCo Liability, as the case may be, or (ii) by Parent (or a member of the Parent Group) to, or the acceptance or assumption by, SpinCo (or a member of the SpinCo Group) of any Parent Asset or Parent Liability, as the case may be, the Parties shall use reasonable best efforts to promptly

transfer or convey such Asset or Liability back to the transferring or conveying Party or to rescind any acceptance or assumption of such Asset or Liability, as the case may be, for no additional consideration and subject to Section 2.05. Any transfer or conveyance made or acceptance or assumption rescinded pursuant to this Section 2.01(c) shall be treated by the Parties for all purposes as if such Asset or Liability had never been originally transferred, conveyed, accepted or assumed, as the case may be, except as otherwise required by applicable Law or a Final Determination.

(d) To the extent that (in each case except with respect to Shared Contracts, which are governed solely by Section 2.04, or the fee interests (or local equivalent), leasehold interests, subleasehold interests or other real property interests under the Real Estate Separation Documents, which are governed by the REMA): (w) a Consent has not been obtained on or prior to the Distribution without which the sale, assignment, conveyance, transfer or delivery of an Asset as contemplated hereunder would be null and void or otherwise constitute a breach or other contravention (or for which the failure to obtain such consent in connection with a sale, assignment, conveyance, transfer or delivery of an Asset as contemplated hereunder would result in the loss of any claim, right or benefit arising out of or resulting from such Asset); (x) the sale, assignment, conveyance, transfer or delivery of an Asset as contemplated hereunder would be a violation of applicable Law; (y) an operational prerequisite to the receipt by the SpinCo Group or Parent Group of an Asset as contemplated hereunder has not been satisfied prior to the Distribution; or (z) an Asset cannot otherwise be sold, assigned, conveyed, transferred or delivered as contemplated hereby prior to the Distribution (each, a "Delayed Asset" subject to a "Transfer Limitation"), the Parties agree, on behalf of themselves and the members of their respective Groups, that:

(i) this Agreement shall not constitute an assignment, an attempted assignment or an agreement to sell, convey, assign, transfer or deliver such Delayed Asset at or prior to the Distribution;

(ii) each member of the Parent Group and member of the SpinCo Group shall use reasonable best efforts to satisfy the applicable Transfer Limitation to permit the sale, assignment, conveyance, transfer or delivery of such Delayed Asset as contemplated hereby;

(iii) the Parent Group member or SpinCo Group member, as applicable, holding a Delayed Asset shall hold (and retain legal title to or, in the case of a Delayed Asset that is a Contract, continue to be party to) such Delayed Asset on behalf, or for the account, of the Party (or the member of such Party's Group) entitled to receive such Delayed Asset hereunder and such Party shall have the economic benefits (including fees, proceeds and any claims and rights) associated with such Delayed Asset; and

(iv) except as expressly provided in this Section 2.01(d), each Delayed Asset shall be treated as a SpinCo Asset or a Parent Asset, as applicable, for all purposes of this Agreement, including for purposes of the definitions of SpinCo Liabilities or Parent Liabilities, as applicable.

(e) To the extent that (i) a Consent has not been obtained on or prior to the Distribution without which the assumption of a Liability contemplated hereunder would constitute a violation of Law or would render such assumption null and void or otherwise constitute a breach or other contravention, or (ii) such Liability relates to a Delayed Asset (each, in the case of clause (i) or (ii), a "Delayed Liability" subject to a Transfer Limitation), the Parties agree, on behalf of themselves and the members of their respective Groups, that:

(i) this Agreement shall not constitute an assumption or an agreement to assume such Delayed Liability at or prior to the Distribution;

(ii) each Parent Group member and SpinCo Group member shall use reasonable best efforts to satisfy the applicable Transfer Limitation to permit the assumption of such Delayed Liability as contemplated hereby;

(iii) the Party (or member of such Party's Group) that is required to assume such Delayed Liability hereunder shall bear the economic burdens (including the obligation to perform and pay taxes on income) of such Delayed Liability and shall indemnify and hold harmless the other Party (and members of its Group) from and against any and all Liabilities to the extent relating to, arising out of or resulting from such Delayed Liability; and

(iv) except as expressly provided in this Section 2.01(e), each Delayed Liability shall be treated as a SpinCo Liability or a Parent Liability, as applicable, for all purposes of this Agreement.

(f) In furtherance of the foregoing, each Party (or the member of such Party's Group) which holds or is subject to a Delayed Asset or Delayed Liability (in each case, the "Transferring Party") agrees following the Distribution (for so long as the applicable Asset or Liability remains a Delayed Asset or a Delayed Liability):

(i) to hold such Delayed Asset for the use and benefit of the Party (or member of such Party's Group) otherwise entitled to receive such Delayed Asset (at the expense of such other Party or the applicable member of such other Party's Group) or retain such Delayed Liability for the account of the Party (or the member of such Party's Group) required to assume such Delayed Liability (at the expense of such Party) (the Party, or the member of such Party's Group, entitled to receive such Asset or required to assume such Delayed Liability, the "Receiving Party"), and take such other actions (including enforcing rights in respect of such Delayed Asset against any third party (including any Governmental Authority) as requested by, and for the benefit and at the expense of, the Receiving Party) as may be reasonably requested by the Receiving Party, in order to place the Receiving Party, insofar as reasonably possible, in the same position as would have existed had such Delayed Asset or Delayed Liability been transferred, conveyed, accepted or assumed (as applicable) as and when contemplated by this Agreement, including in respect of possession, use, risk of loss, potential for gain and control over such Delayed Asset or Delayed Liability, as the case may be;

(ii) not to take any action with respect to the Delayed Assets or Delayed Liabilities, other than at the written direction or with the written consent of the Receiving Party or any of its Representatives acting on the Receiving Party's behalf, including disposing of any or all of the Delayed Assets, exercising rights (including voting rights) with respect to the Delayed Assets or defending against claims in respect of or settling Delayed Liabilities, in each case, against which action or operation the Receiving Party shall fully indemnify and hold harmless the Transferring Party; provided, however, that the Receiving Party's consent to any such action shall be deemed given if a request for consent is made in writing to the Receiving Party and no objection to such action in writing is received by the Transferring Party within fifteen (15) days after the request;

(iii) to use its reasonable best efforts to provide the Receiving Party with such information and assistance as the Receiving Party may reasonably request in order to exercise its rights or perform its obligations with respect to the Delayed Assets and Delayed Liabilities; and

(iv) not to renew or extend the term of, increase any of its obligations under or transfer to a third Person (other than as contemplated hereby or in any Ancillary Agreement) or otherwise amend, modify or waive any rights under, any Contract constituting a Delayed Asset or any Liabilities hereunder which constitute Delayed Liabilities, other than at the written direction or with the prior written consent of the Receiving Party.

(g) To the extent monies are received or paid by the Transferring Party with respect to any of the Delayed Assets or Delayed Liabilities, the Transferring Party shall (i) receive or pay such monies for the sole benefit of the Receiving Party, (ii) transmit to the Receiving Party all such monies received by it as promptly as practicable following receipt thereof and (iii) be compensated by the Receiving Party for all such monies paid by it, in each case of (i) and (ii), net of the Transferring Party's expenses incurred in connection with the foregoing; provided, that Parent may elect to have the obligations under this Section 2.01(g) satisfied through aggregated settlement or set-off payments between Parent and SpinCo or the members of their respective Groups.

(h) Notwithstanding anything herein to the contrary, the Parties agree with respect to a Delayed Asset that, unless otherwise agreed to by the Transferring Party and the Receiving Party, upon written notice by the Receiving Party to the Transferring Party that any applicable Transfer Limitations have been satisfied, such Delayed Asset shall automatically be deemed sold, assigned, conveyed, transferred and delivered by the Transferring Party to the Receiving Party without further consideration as of the Distribution Date or such earlier date on which the benefits of such Delayed Asset were intended to be transferred. If an automatic sale, assignment, conveyance, transfer or delivery may not be effected under applicable Law, each of the Transferring Party and Receiving Party shall immediately take all such actions as are required to effect such assignment, conveyance, transfer or delivery of such Delayed Asset to the Receiving Party.

(i) Notwithstanding anything herein to the contrary, the Parties agree with respect to a Delayed Liability that, unless otherwise agreed to by the Transferring Party and the Receiving Party, upon written notice by the Receiving Party to the Transferring Party that the applicable Transfer Limitations have been satisfied, such Delayed Liability shall automatically be deemed assumed by the Receiving Party as of the Distribution Date or such earlier date on which the burdens of such Delayed Liability were intended to be assumed by the Receiving Party, and the Receiving Party shall automatically assume, undertake and agree to pay, satisfy, perform and discharge such Delayed Liability without further consideration. If the automatic assumption of the Delayed Liability upon satisfaction of the applicable Transfer Limitations may not be effected under applicable Law, each of the Transferring Party and Receiving Party shall immediately take all such actions as are required to effect such assumption of such Delayed Liability by the Receiving Party.

(j) Notwithstanding anything herein to the contrary, neither Party nor their respective Groups shall be required to contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Person in order to cause any Transfer Limitation to be satisfied (other than reasonable out-of-pocket expenses, attorneys' fees and expenses and recording or similar fees of a third-party counterparty that are incurred in connection with satisfying the applicable Transfer Limitation, in each case, if requested by such counterparty); provided, that each Party shall be responsible for its own reasonable out-of-pocket expenses and attorneys' fees and expenses and the Receiving Party entitled to such Asset or required to assume such Liability, as applicable, shall be responsible for recording or similar fees.

(k) Any transfer, conveyance, acceptance or assumption made pursuant to Section 2.01(h) or Section 2.01(i) shall be treated by the Parties for all purposes of this Agreement as if it had occurred as of the Distribution or such earlier effective date as provided in an applicable Local Transfer Agreement, except as otherwise required by applicable Law.

(l) Without limiting any other provision hereof, each of Parent and SpinCo will take, and will cause each member of its Group to take, such actions as are reasonably necessary to consummate the Restructuring (whether prior to, at or after the Distribution, as applicable). The Parties agree that the manner in which the Restructuring has been implemented is solely at the discretion of Parent.

(m) In the event that Parent determines to seek a novation or assignment and release with respect to any SpinCo Liability, SpinCo shall cooperate with, and shall cause the members of the SpinCo Group to cooperate with, Parent and the members of the Parent Group (including, where necessary, entering into appropriate instruments of assumption subject to Section 2.05 and, where necessary, SpinCo providing parent guarantees in support of the obligations of other members of the SpinCo Group) to cause such novation or assignment and release to be obtained, on terms reasonably acceptable to SpinCo, and to have Parent and the members of the Parent Group released from all liability to third parties and, in the event SpinCo determines to seek a novation or assignment and release with respect to any Parent Liability, Parent shall cooperate with, and shall cause the members of the Parent Group to cooperate with, SpinCo and the members of the SpinCo Group (including, where necessary, entering into appropriate instruments of assumption and, where necessary, Parent providing parent guarantees in support of the obligations of other members of the Parent Group) to cause such novation or assignment and release to be obtained, on terms reasonably acceptable to Parent, and to have SpinCo and the

members of the SpinCo Group released from all liability to third parties; provided, that neither Party nor any member of its Group shall be required to contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty or other financial accommodation, except as provided in this Section 2.01(m)) to any Person in order to cause such novation or assignment and release to be obtained (other than reasonable out-of-pocket expenses, attorneys' fees and expenses and recording or similar fees of a third-party counterparty that are incurred in connection with the applicable novation or assignment and release, in each case, if requested by such counterparty); provided, that each Party shall be responsible for its own reasonable out-of-pocket expenses and attorneys' fees and expenses and the member of the Party's Group entitled to such Asset or intended to assume such Liability shall be responsible for recording or similar fees.

(n) The Parties shall take the actions set forth on Schedule 2.01(n).

Section 2.02 Certain Matters Governed Exclusively by Ancillary Agreements. Each of Parent and SpinCo agrees on behalf of itself and the members of its Group that, except as explicitly provided in this Agreement or any Ancillary Agreement (including clause (a) of the definition of SpinCo Assets and clause (a) of the definition of SpinCo Liabilities), (a) the TMA shall exclusively govern all matters relating to Taxes between such parties (except to the extent that tax matters relating to employees and employee benefits-related matters are addressed in the EMA), (b) the EMA shall exclusively govern the allocation of employees and of Assets and Liabilities related to employee and employee compensation and benefits-related matters, including the outstanding awards (equity- and cash-based) under existing equity plans with respect to employees and former employees of members of both the Parent Group and the SpinCo Group (except to the extent that employee compensation and benefits-related reimbursements are addressed in the TSA), (c) the IPAA and any Intellectual Property assignment agreements entered into pursuant thereto shall exclusively govern the recordation of the transfers of any registrations or applications of Parent IP Assets and SpinCo IP Assets that is allocated hereunder, as applicable, (d) the IPCLAs and any other Ancillary Agreements containing provisions addressing the use or licensing of Intellectual Property or Technology shall exclusively govern the use and licensing of certain Intellectual Property or Technology identified therein between members of the Parent Group and members of the SpinCo Group, (e) the TMLA shall exclusively govern all matters relating to the use and licensing of certain trademarks identified therein between members of the Parent Group and the SpinCo Group, (f) the TSA and the GRC TSA shall exclusively govern all matters relating to the provision of certain services identified therein to be provided by each Party to the other on a transitional basis following the Distribution and (g) the REMA shall exclusively govern all matters relating to the Real Estate Separation Documents, including the allocation and transfer of interests in real property. Except as set forth in the immediately preceding sentence in respect of matters governed exclusively by the Ancillary Agreements, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of any Ancillary Agreement, the provisions of this Agreement shall control (unless this Agreement or the Ancillary Agreement explicitly provides otherwise in respect of such conflict).

Section 2.03 Termination of Agreements.

(a) Except as set forth in Section 2.03(b) or Section 2.03(c), in furtherance of the releases and other provisions of Section 6.01, effective as of the Distribution, the Parties agree that any and all Contracts, arrangements, commitments and understandings, oral or written, between a member of the Parent Group, on the one hand, and a member of the SpinCo Group, on the other hand, that is in existence as of the Distribution Date ("Intercompany Agreements"), including all intercompany accounts payable or accounts receivable in effect or accrued thereunder as of the Distribution Date ("Intercompany Accounts"), shall be deemed terminated; provided, however, that if more than one member of any Party's Group is party to an Intercompany Agreement, such Intercompany Agreement shall continue in full force and effect as between the members of such Group and shall be terminated only as between such Group members that are party thereto, on the one hand, and the members of the other Party's Group that are party thereto, on the other hand. No such terminated Intercompany Agreement or Intercompany Account (including any provision thereof that purports to survive termination) shall be of any further force or effect after the Distribution Date. Each Party shall, at the reasonable request of the other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing. The Parties, on behalf of the members of their respective Groups, hereby waive any advance notice provision or other termination requirements or conditions with respect to any Intercompany Agreement.

(b) The provisions of Section 2.03(a) and Section 2.03(c) shall not apply to any of the following Intercompany Agreements or Intercompany Accounts (or to any of the provisions thereof): (i) this Agreement and the Ancillary Agreements (and each other Intercompany Agreement or Intercompany Account contemplated by this Agreement or any Ancillary Agreement to be entered into by either Party or any other member of its Group, including any Real Estate Separation Document and any Local Transfer Agreement, or created by any Ancillary Agreement); (ii) any Intercompany Agreements to which any third party is a party, including any Shared Contracts; (iii) any other Intercompany Agreements or Intercompany Accounts created by any Ancillary Agreement or that this Agreement, any Ancillary Agreement or such Intercompany Agreement expressly contemplates will survive the Distribution Date; (iv) any Intercompany Agreement entered into in connection with the transactions contemplated hereby for the purpose of surviving the Distribution and governing commercial matters between Parent Group and the SpinCo Group following the Distribution; and (v) those Intercompany Agreements and Intercompany Accounts set forth on Schedule 2.03(b).

(c) In connection with the termination of Intercompany Accounts described in Section 2.03(a), each of Parent and SpinCo shall cause each Intercompany Account between a member of the SpinCo Group, on the one hand, and a member of the Parent Group, on the other hand, outstanding as of the close of business on the business day immediately prior to the date of the Distribution to be settled in the manner provided on Schedule 2.03(c).

(d)

(i) Parent and SpinCo agree to take, or cause the respective members of their respective Groups to take, prior to the Distribution (or as promptly as reasonably practicable thereafter), all actions necessary to amend all contracts or agreements governing (x) the Parent Accounts so that such Parent Accounts, if linked (whether by automatic withdrawal, automatic deposit or any other authorization to transfer funds from or to, hereinafter "linked") to any SpinCo Account, are de-linked from such SpinCo Accounts and (y) the SpinCo Accounts so that such SpinCo Accounts, if linked to any Parent Account, are de-linked from such Parent Accounts.

(ii) With respect to any outstanding checks issued by, or payments made by, Parent, SpinCo or any of their respective Subsidiaries prior to the Distribution, such outstanding checks shall be honored from and after the Distribution by the Person or Group owning the account on which the check is drawn, without limiting the ultimate allocation of Liability for such amounts under this Agreement or any Ancillary Agreement.

(iii) Except to the extent prohibited by applicable Law or a Final Determination and except as set forth in Section 2.01, the Parties contemplate that, from time to time after the date hereof, a member of the Parent Group or of the SpinCo Group, as applicable, as a convenience to a member of the SpinCo Group or of the Parent Group, as applicable (the "Responsible Party"), may make certain payments that are properly the responsibility of the Responsible Party (whether pursuant to this Agreement or otherwise) (any such payment made, a "Disbursement"). Similarly, from time to time after the date hereof, a member of the Parent Group or the SpinCo Group, as applicable, may receive from third parties certain payments to which a member of the SpinCo Group or of the Parent Group, as applicable, is entitled (any such payment received, a "Receipt").

(e) Each of Parent and SpinCo shall, and shall cause each of its Subsidiaries to, take all necessary actions to remove each of SpinCo and SpinCo's Subsidiaries from all Cash Management Arrangements to which it is a party, in each case prior to the close of business on the business day immediately prior to the Distribution Date.

(f) The Parties shall take the actions set forth on Schedule 2.03(f).

Section 2.04 Shared Contracts.

(a) Except as set forth on Schedule 2.04, the Parties shall, and shall cause the members of their respective Groups to, use their respective reasonable best efforts to work together in an effort to divide, partially assign, modify or replicate (in whole or in part) the respective rights and obligations under and in respect of any Shared Contract, such that (i) a member of the SpinCo Group is the beneficiary of the rights and is responsible for the obligations related to that portion of such Shared Contract relating to the SpinCo Business (the "SpinCo Portion"), which rights shall be a SpinCo Asset and which obligations shall be a SpinCo Liability, and (ii) a member of the Parent Group is the beneficiary of the rights and is responsible for the obligations related to such Shared Contract not relating to the SpinCo Business (the "Parent Portion"), which rights shall be a Parent Asset and which obligations shall be a Parent Liability. Nothing in this Agreement shall require the division, partial assignment, modification or replication of a Shared Contract unless and until any necessary Consents are obtained or made, as applicable. If the Parties, or their respective Group members, as applicable, are not able to enter into an arrangement to formally divide, partially assign, modify or replicate such Shared Contract prior to the Distribution as contemplated by the immediately preceding sentence, and subject to the other provisions of this Section 2.04, then the Parties shall, and shall cause their respective Group members to, cooperate in any reasonable and permissible arrangement as determined by

Parent to provide that, following the Distribution, a member of the SpinCo Group shall receive the interest in the benefits and obligations of the SpinCo Portion under such Shared Contract and a member of the Parent Group shall receive the interest in the benefits and obligations of the Parent Portion under such Shared Contract, it being understood that no Party shall have Liability to the other Party for the failure of any third party to perform its obligations under any such Shared Contract.

(b) Nothing in this Section 2.04 shall require either Party or any member of its Group to contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Person (other than reasonable out-of-pocket expenses, attorneys' fees and expenses and recording or similar fees of a third-party counterparty to a Shared Contract that are incurred in connection with the applicable division, partial assignment, modification or replication of such Shared Contract, in each case, if requested by such counterparty); provided, that each Party shall be responsible for its own reasonable out-of-pocket expenses and attorneys' fees and expenses and the member of the Party's Group entitled to such Asset or intended to assume such Liability shall be responsible for recording or similar fees. For the avoidance of doubt, reasonable out-of-pocket expenses and recording or similar fees shall not include any purchase price, license fee, or other payment or compensation for the procurement of any asset secured to replace an Asset in the course of a Party's obligation under Section 2.04(a).

Section 2.05 Disclaimer of Representations and Warranties. Each of Parent (on behalf of itself and each other member of the Parent Group) and SpinCo (on behalf of itself and each other member of the SpinCo Group) understands and agrees that, except as expressly set forth in this Agreement, any Ancillary Agreement or the Representation Letters, no party to this Agreement, any Ancillary Agreement or any other agreement or document contemplated by this Agreement or any Ancillary Agreement is representing or warranting in any way as to any Assets or Liabilities transferred or assumed as contemplated hereby or thereby, as to the sufficiency of the Assets or Liabilities transferred, conveyed, accepted or assumed hereby or thereby for the conduct and operations of the SpinCo Business or the Parent Business, as applicable, as to any notices, Governmental Approvals or other Consents required in connection therewith or in connection with any past transfers of the Assets or assumptions of the Liabilities, as to the value or freedom from any Security Interests of, or any other matter concerning, any Assets or Liabilities of such party, or as to the absence of any defenses or rights of set-off or freedom from counterclaim with respect to any claim or other Asset, including any accounts receivable, of any such party, or as to the legal sufficiency of any assignment, document or instrument delivered hereunder to convey title to any Asset or thing of value upon the execution, delivery and filing hereof or thereof, and each of Parent (on behalf of itself and each other member of the Parent Group) and SpinCo (on behalf of itself and each other member of the SpinCo Group) has relied only on the representations and warranties expressly contained in Section 11.01(c), in any Ancillary Agreement or the Representation Letters. Except as may expressly be set forth herein or in any Ancillary Agreement, any such Assets are being transferred on an "as is," "where is," "with all faults" basis and the respective transferees shall bear the economic and legal risks that (a) any conveyance shall prove to be insufficient to vest in the transferee good and marketable title, free and clear of any Security Interest and (b) any necessary notices, Governmental Approvals or other Consents are not delivered or obtained, as applicable, or that any requirements of Laws or judgments are not complied with. To the extent any Local Transfer Agreement or any instrument, assignment, document or agreement described in Section 2.01 includes representations, warranties, covenants, indemnities or other provisions inconsistent with the purpose of this Section 2.05, each of SpinCo, on behalf of itself and the SpinCo Group, and Parent, on behalf of itself and the Parent Group, hereby waives and agrees not to enforce such provisions.

Section 2.06 Waiver of Bulk-Sale and Bulk-Transfer Laws. SpinCo hereby waives compliance by each and every member of the Parent Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the SpinCo Assets to any member of the SpinCo Group. Parent hereby waives compliance by each and every member of the SpinCo Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Parent Assets to any member of the Parent Group.

Section 2.07 Subsequent Separation Transaction. The Parties acknowledge that, in connection with any Subsequent Separation Transaction, Parent may enter into one or more separation agreements or other agreements (each, a "Subsequent Separation Agreement"), together with applicable transfer documents and other ancillary agreements ("Subsequent Ancillary Agreements"), providing for, among other matters (i) the allocation of Assets and Liabilities between Parent and the Subsidiaries to be retained by Parent in connection with such Subsequent Separation Transaction (the "Retained Parent Group"), on the one hand, and the transferee(s) in such Subsequent Separation Transaction and the Subsidiaries to be held by such transferee(s) in connection with such Subsequent Separation Transaction (the "Transferred Group"), on the other hand, in connection with the business to be transferred (the "Subsequent Separation Business" and the portion of the Parent Business excluding the Subsequent Separation Business, the "Retained Parent Business") and (ii) the allocation of rights, interests and obligations (for the avoidance of doubt, including, for all purposes of this Section 2.07, Liabilities) in respect of sharing of information, indemnification, management of Actions or Internal Investigations, and other matters of the types addressed in this Agreement. In connection with any such Subsequent Separation Agreement and Subsequent Ancillary Agreements, Parent or the other members of the Parent Group shall be entitled to allocate and assign, in whole or in part, to any members of the applicable Transferred Group any of the rights, interests and obligations of Parent or the other members of the Parent Group hereunder or under any Ancillary Agreement relating to or otherwise allocated to the applicable Subsequent Separation Business. Upon any such allocation or assignment of (i) any such obligations to the applicable member(s) of the Transferred Group, Parent and the other members of the Parent Group shall be fully released from all obligations hereunder or under the applicable Ancillary Agreement in respect of such obligations and thereafter SpinCo and the SpinCo Group shall look only to the applicable Transferred Group member(s) for satisfaction of such obligations or (ii) any such rights or interests to the applicable member(s) of the Transferred Group, the applicable Transferred Group members shall be entitled to exercise such rights and enjoy the benefits of such interests to the fullest extent as if an initial party to this Agreement or the applicable Ancillary Agreement, to the extent of the rights and interests so assigned. The intention of this Section 2.07 is to permit Parent to make a determination to replicate, to the greatest extent feasible, the effect of one or more agreements in which the rights, interests and obligations in respect of the applicable Retained Parent Business were allocated to the Retained Parent Group, the rights, interests and obligations in respect of the applicable Subsequent Separation Business were allocated to the applicable Transferred Group and the rights, interests and obligations in

respect of the SpinCo Business were allocated to the SpinCo Group, with each group having direct rights and claims against each other group with respect to the applicable rights, interests and obligations. Following the assignments and assumptions contemplated in this Section 2.07, (i) Parent shall provide written notice to SpinCo thereof (and, for the avoidance of doubt, no further action shall be required to be taken by Parent, SpinCo or any member of their respective Groups, for such assignments and assumptions to become effective) and (ii) the terms herein or in any Ancillary Agreement contemplating matters between the Parent Group and the SpinCo Group (including the definitions of Adversarial Action, Government Investigation, Internal Investigation and Mixed Action, as examples) shall be interpreted consistently with the assignments and assumptions so made.

ARTICLE III

CREDIT SUPPORT

Section 3.01 Replacement of Parent Credit Support.

(a) SpinCo shall use reasonable best efforts to arrange, at its sole cost and expense and effective as soon as reasonably practicable after the date hereof and in any event within one hundred and twenty (120) days after the Distribution Date, the termination or replacement of all guarantees, bank provided guarantees, covenants, indemnities, surety bonds, letters of credit or similar assurances of credit support ("Credit Support Instruments") provided by, through or on behalf of any member of the Parent Group for the benefit of any member of the SpinCo Group or providing credit support for a SpinCo Contract ("Parent Credit Support Instruments"), with alternate arrangements that do not require any Credit Support Instruments or other credit support from any member of the Parent Group. SpinCo shall use reasonable best efforts to obtain from the beneficiaries of such Credit Support Instruments full written releases providing that such member of the Parent Group, as well as all related members of the Parent Group liable, directly or indirectly, for obligations to a counterparty in connection with such Credit Support Instruments, will have no liability with respect to such Parent Credit Support Instruments. Such alternative arrangements and releases shall, in each case, be in form and substance reasonably satisfactory to Parent. Notwithstanding the foregoing, if any Parent Credit Support Instrument has not been terminated or replaced, or for which release from such Parent Credit Support Instrument pursuant to this Section 3.01(a) has not been obtained within one hundred and twenty (120) days after the Distribution Date, SpinCo shall continue to use reasonable best efforts to arrange, at its sole cost and expense and effective as soon as practicable thereafter, the termination, replacement or assumption (with full release) of such Parent Credit Support Instruments.

(b) In furtherance of Section 3.01(a), to the extent required to obtain the termination or replacement of a removal or release from a Parent Credit Support Instrument, SpinCo or an appropriate member of the SpinCo Group shall execute an agreement substantially in the form of such existing Parent Credit Support Instrument or such other form as is agreed to by the relevant parties to such agreement, except to the extent that such existing Parent Credit Support Instrument contains representations, covenants or other terms or provisions (i) with which SpinCo or the appropriate member of the SpinCo Group would be reasonably unable to comply or (ii) which would be reasonably expected to be breached by SpinCo or the appropriate member of the SpinCo Group.

(c) For any Parent Credit Support Instrument that has not been terminated or replaced, or for which releases from such Parent Credit Support Instrument pursuant to Sections 3.01(a) and 3.01(b) have not been obtained, (i) without limiting SpinCo's obligations under Article VI, SpinCo shall, from and after the Distribution, (x) pay directly to the guarantor, obligor or surety issuing such Parent Credit Support Instrument any and all losses incurred in connection with such Parent Credit Support Instrument promptly following receipt by a member of the Parent Group of a written demand in respect of such Parent Credit Support Instrument, (y) where a member of the Parent Group is required to pay such losses directly to the counterparty, advance such loss amounts to Parent (or, at Parent's election, another member of the Parent Group) prior to such member of the Parent Group's requirement to pay and (z) indemnify, defend and hold harmless each member of the Parent Group against, and reimburse such member of the Parent Group for, all Liabilities, fees, costs and any other amounts paid by such member of the Parent Group in connection with such Parent Credit Support Instrument, including any premiums due under such Parent Credit Support Instrument and any amounts such member of the Parent Group is obligated to pay the guarantor, obligor, surety issuing such Parent Credit Support Instrument whether or not such Parent Credit Support Instrument is drawn upon or required to be performed, (ii) with respect to any such Parent Credit Support Instrument that is in the form of a letter of credit, surety bond or bank guarantee, SpinCo shall provide the applicable member(s) of the Parent Group with letters of credit or guarantees, in each case issued by a bank reasonably acceptable to Parent, against losses arising from such Parent Credit Support Instrument or, if Parent agrees in writing, cash collateralize the full amount of such Parent Credit Support Instrument with respect to which such release has not been obtained and (iii) except as set forth on Schedule 3.01(d), with respect to such Parent Credit Support Instrument, each of Parent and SpinCo, on behalf of themselves and the members of each of their respective Groups, agrees, except as otherwise expressly required by the terms of a Contract with a third party in effect as of the Distribution, not to renew or extend the term of (or, in the case of instruments subject to automatic renewal, fail to take such actions as are authorized under such instrument to prevent such automatic renewal), increase any of its obligations under or directly or indirectly transfer (in whole or in part) to a third Person, any loan, guarantee, lease, sublease, license, Contract or other obligation for which the other Party or any member of the other Party's Group is or may be liable under such Parent Credit Support Instrument unless all obligations of the other Party and the other members of the other Party's Group with respect thereto are thereupon terminated with a full release by documentation reasonably satisfactory in form and substance to the other Party.

(d) Notwithstanding anything to the contrary in this Section 3.01, the Parent Credit Support Instruments listed on Schedule 3.01(d) shall be addressed in the manner provided on such Schedule 3.01(d).

Section 3.02 Replacement of SpinCo Credit Support.

(a) Parent shall use reasonable best efforts to arrange, at its sole cost and expense and effective as soon as reasonably practicable after the date hereof and in any event within one hundred and twenty (120) days after the Distribution Date, the termination or replacement of all Credit Support Instruments provided by, through or on behalf of any member of the SpinCo Group for the benefit of any member of the Parent Group or providing credit support for a Contract of Parent or its Subsidiary other than a SpinCo Contract ("SpinCo Credit Support Instruments"), with alternate arrangements that do not require any Credit Support Instruments or

other credit support from any member of the SpinCo Group. Parent shall use reasonable best efforts to obtain from the beneficiaries of such Credit Support Instruments full written releases providing that such member of the SpinCo Group, as well as all related members of the SpinCo Group liable, directly or indirectly, for obligations to a counterparty in connection with such Credit Support Instruments will have no liability with respect to such SpinCo Credit Support Instruments. Such alternative arrangements and releases shall, in each case, be in form and substance reasonably satisfactory to SpinCo. Notwithstanding the foregoing, if any SpinCo Credit Support Instrument has not been terminated or replaced, or for which release from such SpinCo Credit Support Instrument pursuant to this Sections 3.02(a) has not been obtained within one hundred and twenty (120) days after the Distribution Date, Parent shall continue to use reasonable best efforts to arrange, at its sole cost and expense and effective as soon as practicable thereafter, the termination, replacement or assumption (with full release) of such SpinCo Credit Support Instruments.

(b) In furtherance of Section 3.02(a), to the extent required to obtain the termination or replacement of a removal or release from a SpinCo Credit Support Instrument, Parent or an appropriate member of the Parent Group shall execute an agreement substantially in the form of such existing SpinCo Credit Support Instrument or such other form as is agreed to by the relevant parties to such agreement, except to the extent that such existing SpinCo Credit Support Instrument contains representations, covenants or other terms or provisions (i) with which Parent or the appropriate member of the Parent Group would be reasonably unable to comply or (ii) which would be reasonably expected to be breached by Parent or the appropriate member of the Parent Group.

(c) For any SpinCo Credit Support Instrument that has not been terminated or replaced, or for which releases from such SpinCo Credit Support Instrument pursuant to Sections 3.02(a) and 3.02(b) have not been obtained, (i) without limiting Parent's obligations under Article VI, Parent shall, from and after the Distribution, (x) pay directly to the guarantor, obligor or surety issuing such SpinCo Credit Support Instrument any and all losses incurred in connection with such SpinCo Credit Support Instrument promptly following receipt by a member of the SpinCo Group of a written demand in respect of such SpinCo Credit Support Instrument, (y) where a member of the SpinCo Group is required to pay such losses directly to the counterparty, advance such loss amounts to SpinCo (or, at SpinCo's election, another member of the SpinCo Group) prior to such member of the SpinCo Group's requirement to pay and (z) indemnify, defend and hold harmless each member of the SpinCo Group against, and reimburse such member of the SpinCo Group for, all Liabilities, fees, costs and any other amounts paid by such member of the SpinCo Group in connection with such SpinCo Credit Support Instrument, including any premiums due under such SpinCo Credit Support Instrument and any amounts such member of the SpinCo Group is obligated to pay the guarantor, obligor, surety issuing such SpinCo Credit Support Instrument whether or not such SpinCo Credit Support Instrument is drawn upon or required to be performed, (ii) with respect to any such SpinCo Credit Support Instrument that is in the form of a letter of credit, surety bond or bank guarantee, Parent shall provide the applicable member(s) of the SpinCo Group with letters of credit or guarantees, in each case issued by a bank reasonably acceptable to SpinCo, against losses arising from such SpinCo Credit Support Instrument or, if SpinCo agrees in writing, cash collateralize the full amount of such SpinCo Credit Support Instrument with respect to which such release has not been obtained and (iii) except as set forth on Schedule 3.02(d), with respect to such SpinCo Credit Support Instrument, each of Parent and SpinCo, on behalf of themselves and the members of each of their respective Groups, agrees,

except as otherwise expressly required by the terms of a Contract with a third party in effect as of the Distribution, not to renew or extend the term of (or, in the case of instruments subject to automatic renewal, fail to take such actions as are authorized under such instrument to prevent such automatic renewal), increase any of its obligations under or directly or indirectly transfer (in whole or in part) to a third Person, any loan, guarantee, lease, sublease, license, Contract or other obligation for which the other Party or any member of the other Party's Group is or may be liable under such SpinCo Credit Support Instrument unless all obligations of the other Party and the other members of the other Party's Group with respect thereto are thereupon terminated with a full release by documentation reasonably satisfactory in form and substance to the other Party.

(d) Notwithstanding anything to the contrary in this Section 3.02, the SpinCo Credit Support Instruments listed on Schedule 3.02(d) shall be addressed in the manner provided on such Schedule 3.02(d).

ARTICLE IV

ACTIONS PENDING THE DISTRIBUTION

Section 4.01 Actions Prior to the Distribution.

(a) Subject to the conditions specified in Section 4.02 and subject to Section 5.03, Parent and SpinCo shall use reasonable best efforts to consummate the Distribution. Such efforts shall include taking the actions specified in this Section 4.01.

(b) Prior to the Distribution, Parent shall mail the Notice of Internet Availability of the Information Statement or the Information Statement to the Record Holders.

(c) SpinCo shall prepare, file with the Commission and use its reasonable best efforts to cause to become effective any registration statements or amendments thereto required to effect the establishment of, or amendments to, any employee benefit and other plans necessary or appropriate in connection with the transactions contemplated by this Agreement or any of the Ancillary Agreements.

(d) Parent and SpinCo shall take all such action as may be necessary or appropriate under the securities or blue sky laws of the states or other political subdivisions of the United States or of other foreign jurisdictions in connection with the Distribution.

(e) SpinCo shall prepare and file, and shall use reasonable best efforts to have approved prior to the Distribution, an application for the listing of the SpinCo Common Stock to be distributed in the Distribution on the Exchange, subject to official notice of distribution.

(f) Prior to the Distribution, Parent, in its capacity as sole stockholder of SpinCo, shall have duly elected to the SpinCo board of directors the individuals listed as members of the SpinCo board of directors in the Information Statement, and such individuals shall be the members of the SpinCo board of directors effective as of immediately after the Distribution; provided, however, that to the extent required by any Law or requirement of the Exchange or any other national securities exchange, as applicable, one independent director shall be appointed by the existing board of directors of SpinCo prior to the date on which "when-issued" trading of the SpinCo Common Stock begins on the Exchange and begin his or her term prior to the Distribution and shall serve on SpinCo's Audit Committee, Talent, Culture, and Compensation Committee and Nominating and Governance Committee.

(g) Prior to the Distribution, Parent shall deliver or cause to be delivered to SpinCo resignations, effective as of immediately after the Distribution, of each individual who will be an employee of any member of the Parent Group after the Distribution and who is an officer or director of any member of the SpinCo Group immediately prior to the Distribution (or shall otherwise cause such individuals to be removed as officers or directors, as applicable, of such SpinCo Group members), other than any individual expressly contemplated by the Information Statement to remain a director of SpinCo following the Distribution.

(h) Immediately prior to the Distribution, the Certificate of Incorporation and the By-laws of SpinCo, each in substantially the form filed as an exhibit to the Form 10, shall be in effect.

(i) Parent and SpinCo shall, subject to Section 5.03, take all reasonable steps necessary and appropriate to cause the conditions set forth in Section 4.02 to be satisfied and to effect the Distribution on the Distribution Date.

(j) Prior to the Distribution, if requested by Parent, SpinCo shall consummate the issuance of the SpinCo Debt Securities.

Section 4.02 Conditions Precedent to Consummation of the Distribution. Subject to Section 5.03, as soon as practicable after the date of this Agreement, the Parties shall use reasonable best efforts to satisfy the following conditions prior to the consummation of the Distribution. The obligations of the Parties to consummate the Distribution shall be conditioned on the satisfaction, or waiver by Parent, of the following conditions:

(a) The board of directors of Parent shall have ratified, authorized and approved the Contribution and Distribution and not withdrawn such authorization and approval, and shall have declared the dividend of SpinCo Common Stock to Parent stockholders.

(b) Each Master Ancillary Agreement shall have been executed by each party to such agreement.

(c) The SpinCo Common Stock shall have been accepted for listing on the Exchange or another national securities exchange approved by Parent, subject to official notice of issuance.

(d) The Commission shall have declared effective the Form 10, no stop order suspending the effectiveness of the Form 10 shall be in effect and no proceedings for that purpose shall be pending before or threatened by the Commission.

(e) Parent shall have received the written opinions of each of Paul, Weiss, Rifkind, Wharton & Garrison LLP and Ernst & Young LLP, each of which shall remain in full force and effect, that, subject to the accuracy of and compliance with the relevant Representation Letters, the Distribution will qualify for its Intended Tax Treatment.

(f) The Separation Transactions shall have been completed to the satisfaction of Parent (other than those steps that are expressly contemplated to occur at or after the Distribution).

(g) No order, injunction or decree issued by any Governmental Authority of competent jurisdiction or other applicable legal restraint or prohibition preventing the consummation of the Distribution shall be in effect, and no other event outside the control of Parent shall have occurred, or failed to occur, that prevents the consummation of the Distribution.

(h) No other events or developments shall have occurred prior to the Distribution that, in the judgment of the board of directors of Parent, in its sole and absolute discretion, makes it inadvisable to effect the Distribution or any other Separation Transaction.

(i) The actions set forth in Sections 4.01(b), (f), (g) and (h) shall have been completed.

The foregoing conditions are for the sole benefit of Parent and shall not give rise to or create any duty on the part of Parent or the Parent board of directors to waive, or not waive, such conditions or in any way limit the right of Parent to terminate this Agreement as set forth in Article X or alter the consequences of any such termination from those specified in such Article. Any determination made by the Parent board of directors prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in this Section 4.02 shall be conclusive.

ARTICLE V

THE DISTRIBUTION, SUBSEQUENT DISPOSITION AND REMAINING DISPOSITION

Section 5.01 The Distribution, Subsequent Disposition, Remaining Disposition and Debt-for-Debt Exchange.

(a) SpinCo shall cooperate with Parent to accomplish the Distribution, Subsequent Disposition, Remaining Disposition or Debt-for-Debt Exchange, as applicable, and shall, at the direction of Parent, use its reasonable best efforts to promptly take any and all actions reasonably necessary, customary or advisable to effect the Distribution, Subsequent Disposition, Remaining Disposition or Debt-for-Debt Exchange, as applicable, including any Customary Offering Actions. Parent shall select any investment bank or manager in connection with the Distribution, Subsequent Disposition, Remaining Disposition or Debt-for-Debt Exchange, as applicable, as well as any financial printer, solicitation, exchange or distribution agent and financial, legal, accounting, tax and other advisors for Parent in connection with the Distribution, Subsequent Disposition, Remaining Disposition or Debt-for-Debt Exchange. Parent or SpinCo, as the case may be, will provide, or cause the applicable member of its Group to provide, to the Agent all share certificates and any information required in order to complete the Distribution, Subsequent Disposition, Remaining Disposition or Debt-for-Debt Exchange, as applicable (provided that any information required to be provided under this Section 5.01(a) shall be subject to Section 7.09).

(b) Subject to the terms and conditions set forth in this Agreement, (i) after completion of the Separation Transactions (other than those steps that are expressly contemplated to occur at or after the Distribution) and on or prior to the Distribution Date, for the benefit of and distribution to the holders of Parent Common Stock as of the Record Date ("Record Holders"), Parent will deliver to the Agent at least 80.1% of the issued and outstanding shares of SpinCo Common Stock held by Parent and book-entry authorizations for such shares and (ii) on the Distribution Date, Parent shall instruct the Agent to distribute, by means of a pro rata dividend based on the aggregate number of shares of Parent Common Stock held by each applicable Record Holder, to each Record Holder (or such Record Holder's bank or brokerage firm on such Record Holder's behalf) electronically, by direct registration in book-entry form, the number of shares of SpinCo Common Stock to which such Record Holder is entitled based on a distribution ratio determined by Parent in its sole discretion. The Distribution shall be effective at 5:00 p.m. New York City time on the Distribution Date. Parent shall, on or as soon as practicable after the Distribution Date, instruct the Agent to mail to each Record Holder (or otherwise transmit in accordance with the Agent's regular practices) an account statement indicating the number of shares of SpinCo Common Stock that have been registered in book-entry form in the name of such Record Holder.

Section 5.02 Fractional Shares. Record Holders holding a number of shares of Parent Common Stock on the Record Date that would entitle such holders to receive less than one whole share of SpinCo Common Stock in the Distribution will receive cash in lieu of such fractional share. Fractional shares of SpinCo Common Stock will not be distributed in the Distribution nor credited to book-entry accounts. Parent shall cause the Agent to, as soon as practicable after the date on which "when-issued" trading of the SpinCo Common Stock begins on the Exchange, (a) determine the number of whole shares and fractional shares of SpinCo Common Stock allocable to each Record Holder and (b) aggregate all fractional shares into whole shares and sell the whole shares obtained thereby in open market transactions at then prevailing trading prices on behalf of holders who would otherwise be entitled to fractional share interests. Parent shall cause the Agent to, as soon as practicable after the Distribution Date, distribute to each such holder, or for the benefit of each beneficial owner, such holder's or owner's ratable share of the net proceeds of such sale, based upon the average gross selling price per share of SpinCo Common Stock after making appropriate deductions for any amount required to be withheld under applicable Tax Law and less any brokers' charges, commissions or transfer Taxes. The Agent, in its sole discretion, will determine the timing and method of selling such fractional shares, the selling price of such fractional shares and the broker-dealer through which such fractional shares will be sold; provided, however, that the designated broker-dealer shall not be an Affiliate of Parent or SpinCo. Neither Parent nor SpinCo will pay any interest on the proceeds from the sale of fractional shares.

Section 5.03 Sole Discretion of Parent. Parent shall, in its sole and absolute discretion, determine the Record Date, the Distribution Date and all terms of the Distribution, Subsequent Disposition, Remaining Disposition or Debt-for-Debt Exchange, as applicable, including the form, structure and terms of any transactions or offerings to effect the Distribution, Subsequent Disposition, Remaining Disposition or Debt-for-Debt Exchange, as applicable, and the timing of and conditions to the consummation thereof. In addition, and notwithstanding anything to the contrary set forth below, Parent may at any time and from time to time until the consummation of all or part of the Distribution, Subsequent Disposition, Remaining Disposition or Debt-for-Debt Exchange, as applicable, decide to abandon the Distribution, Subsequent

Disposition, Remaining Disposition or Debt-for-Debt Exchange, as applicable, or modify or change the form, structure or terms of any transactions or offerings to effect the Distribution, Subsequent Disposition, Remaining Disposition or Debt-for-Debt Exchange, as applicable, including by accelerating or delaying the timing of the consummation of all or part of the Distribution, Subsequent Disposition, Remaining Disposition or Debt-for-Debt Exchange, as applicable. Any determinations regarding the allocation of Assets or Liabilities under this Agreement or under any Ancillary Agreement, Subsequent Separation Agreement or Subsequent Ancillary Agreement, including the identification of Assets or Liabilities for allocation hereunder or thereunder, shall be made by Parent in its sole and absolute discretion; provided that, for the avoidance of doubt, and without limiting the provisions of Section 2.07, this sentence shall not amend the express terms of the Agreement or any Ancillary Agreement after the Distribution Date.

ARTICLE VI

MUTUAL RELEASES; INDEMNIFICATION

Section 6.01 Release of Pre-Distribution Claims.

(a) Except as provided in Section 6.01(c) or elsewhere in this Agreement or the Ancillary Agreements, effective as of the Distribution, SpinCo does hereby, for itself and each other member of the SpinCo Group as of the Distribution (including, for the avoidance of doubt, any member of the SpinCo Group the equity interests of which constitute Delayed Assets), their respective Affiliates as of the Distribution, and to the extent it may legally do so, its and their successors and assigns, and all Persons who at any time on or prior to the Distribution have been stockholders, fiduciaries, directors, trustees, counsel, officers, members, managers, employees, agents, insurers, re-insurers, administrators, representatives, including legal representatives, or employee retirement or benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and re-insurers of such plans) of any member of the SpinCo Group (in each case, in their respective capacities as such), remise, release and forever discharge Parent and the other members of the Parent Group, their respective Affiliates, successors and assigns, and all Persons who at any time on or prior to the Distribution have been stockholders, fiduciaries, directors, trustees, counsel, officers, members, managers, employees, agents, insurers, re-insurers, administrators, representatives, including legal representatives, or employee retirement or benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and re-insurers of such plans) of any member of the Parent Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, existing or arising from any acts or events occurring, or failing to occur, or alleged to have occurred, or to have failed to occur, or any conditions existing or alleged to have existed on or before the Distribution, including in connection with the Spin-Off and all other activities to implement the Spin-Off. The Liabilities addressed by this Section 6.01(a) shall include Parent's indemnification obligations with respect to Liabilities arising on or before the Distribution Date under Article XI of its Bylaws, to the extent relating to the SpinCo Business, which for the avoidance of doubt shall constitute SpinCo Liabilities.

(b) Except as provided in Section 6.01(c) or elsewhere in this Agreement or the Ancillary Agreements, effective as of the Distribution, Parent does hereby, for itself and each other member of the Parent Group as of the Distribution, their respective Affiliates as of the Distribution, and to the extent it may legally do so, its and their successors and assigns, and all Persons who at any time on or prior to the Distribution have been stockholders, fiduciaries, directors, trustees, counsel, officers, employees, agents, insurers, re-insurers, administrators, representatives, including legal representatives, or employee retirement or benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and re-insurers of such plans) of any member of the Parent Group (in each case, in their respective capacities as such), remise, release and forever discharge SpinCo, the other members of the SpinCo Group, their respective Affiliates, successors and assigns, and all Persons who at any time on or prior to the Distribution have been stockholders, fiduciaries, directors, trustees, counsel, officers, employees, agents, insurers, re-insurers, administrators, representatives, including legal representatives, or employee retirement or benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and re-insurers of such plans) of any member of the SpinCo Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, existing or arising from any acts or events occurring, or failing to occur, or alleged to have occurred, or to have failed to occur, or any conditions existing, or alleged to have existed, on or before the Distribution, including in connection with the Spin-Off and all other activities to implement the Spin-Off.

(c) Nothing contained in Section 6.01(a) or (b) shall impair any right of any Person to enforce this Agreement, any Ancillary Agreement or any Intercompany Agreement or Intercompany Account that is specified in Section 2.03(b) not to terminate as of the Distribution, in each case in accordance with its terms. Nothing contained in Section 6.01(a) or (b) shall release:

(i) any Person from any Liability provided in or resulting from any Contract among any members of the Parent Group or the SpinCo Group that is specified in Section 2.03(b) as not to terminate as of the Distribution, or any other Liability specified in such Section 2.03(b) as not to terminate as of the Distribution;

(ii) any Person from any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with, or any other Liability of any member of any Group under, this Agreement or any Ancillary Agreement;

(iii) any Person from any Liability provided in or resulting from any other Contract that is entered into after the Distribution between one Party (or a member of such Party's Group), on the one hand, and the other Party (or a member of such Party's Group), on the other hand;

(iv) any Person from any Liability that the Parties may have with respect to indemnification or contribution pursuant to this Agreement or any Ancillary Agreement for claims brought against the Parties, the members of their respective Groups or any of their respective directors, officers, employees, agents or representatives, by third Persons, which Liability shall be governed by Section 6.02, Section 6.03 and the other applicable provisions of this Article VI or, if applicable, the appropriate provisions of the relevant Ancillary Agreement;

(v) any Party (or any member of its Group) from any Liability that such Party (or any member of its Group) may have to directors, officers, agents or employees under indemnification or similar agreements or arrangements; or

(vi) any employee from any Liability relating to, arising out of or resulting from such Person's fraud, embezzlement or misappropriation of Intellectual Property.

(d) SpinCo shall not make, and shall cause each other member of the SpinCo Group not to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against Parent or any other member of the Parent Group, or any other Person released pursuant to Section 6.01(a), with respect to any Liabilities released pursuant to Section 6.01(a). Parent shall not make, and shall cause each other member of the Parent Group not to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification against SpinCo or any other member of the SpinCo Group, or any other Person released pursuant to Section 6.01(b), with respect to any Liabilities released pursuant to Section 6.01(b).

(e) It is the intent of each of Parent and SpinCo, by virtue of the provisions of this Section 6.01, to provide for a full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring, or failing to occur, or alleged to have occurred, or to have failed to occur, and all conditions existing or alleged to have existed on or before the Distribution Date, between or among SpinCo or any other member of the SpinCo Group, on the one hand, and Parent or any other member of the Parent Group, on the other hand (including any contractual agreements or arrangements existing or alleged to exist between or among any such members on or before the Distribution Date), except as expressly set forth in Section 6.01, Section 6.02, Section 6.03 or elsewhere in this Agreement or in any Ancillary Agreement. At any time, at the request of the other Party, each Party shall cause each member of its respective Group to execute and deliver releases reflecting the provisions hereof.

Section 6.02 Indemnification by SpinCo. Subject to Section 6.04, SpinCo shall indemnify, defend and hold harmless Parent, each other member of the Parent Group and each of their respective former and then-current directors, officers and employees, and each of the heirs, executors, administrators, successors and assigns of any of the foregoing (collectively, the "Parent Indemnitees"), from and against any and all Liabilities of the Parent Indemnitees to the extent relating to, arising out of or resulting from any of the following items (without duplication):

(a) the SpinCo Liabilities, including the failure of SpinCo or any other member of the SpinCo Group or any other Person to pay, perform or otherwise promptly discharge any SpinCo Liability in accordance with its terms;

(b) any breach by SpinCo or any other member of the SpinCo Group of this Agreement, or any Ancillary Agreement, unless such Ancillary Agreement expressly provides for separate indemnification therein (which shall be controlling); and

(c) any breach by SpinCo of any of the representations and warranties made by SpinCo on behalf of itself and the members of the SpinCo Group in Section 11.01(c) or in the Representation Letters.

Section 6.03 Indemnification by Parent. Subject to Section 6.04, Parent shall indemnify, defend and hold harmless SpinCo, each other member of the SpinCo Group and each of their respective former and then-current directors, officers and employees, and each of the heirs, executors, administrators, successors and assigns of any of the foregoing (collectively, the "SpinCo Indemnitees"), from and against any and all Liabilities of the SpinCo Indemnitees to the extent relating to, arising out of or resulting from any of the following items (without duplication):

(a) the Parent Liabilities, including the failure of Parent or any other member of the Parent Group, or any other Person, to pay, perform or otherwise promptly discharge any Parent Liability in accordance with its terms;

(b) any breach by Parent or any other member of the Parent Group of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein (which shall be controlling); and

(c) any breach by Parent of any of the representations and warranties made by Parent on behalf of itself and the members of the Parent Group in Section 11.01(c).

Section 6.04 Indemnification Obligations Net of Insurance Proceeds and Third-Party Proceeds.

(a) The Parties intend that any Liability subject to indemnification or reimbursement pursuant to this Agreement will be net of (i) Insurance Proceeds that actually reduce the amount of, or are paid to the applicable Indemnitee in respect of, such Liability and (ii) other amounts recovered from any third party (net of any out-of-pocket costs or expenses incurred in, or Taxes imposed with respect to, the collection thereof) that actually reduce the amount of, or are paid to the applicable Indemnitee in respect of, such Liability ("Third-Party Proceeds"). Accordingly, the amount that either Party (an "Indemnifying Party") is required to pay to any Person entitled to indemnification or reimbursement pursuant to this Agreement (an "Indemnitee") will be reduced by any Insurance Proceeds or Third-Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee from a third party in respect of the related Liability. If an Indemnitee receives a payment required by this Agreement from an Indemnifying Party in respect of any Liability (an "Indemnity Payment") and subsequently receives Insurance Proceeds or Third-Party Proceeds in respect of such Liability, then the Indemnitee will pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if such Insurance Proceeds or Third-Party Proceeds had been received, realized or recovered before the Indemnity Payment was made; provided, that for the avoidance of doubt, such amount shall not exceed the amount of the Indemnity Payment.

(b) An insurer that would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or have any subrogation rights with respect thereto by virtue of the indemnification provisions hereof, it being expressly understood and agreed that no insurer or any other third party shall be entitled to a "windfall" (*i.e.*, a benefit it would not be entitled to receive in the absence of the indemnification provisions) by virtue of the indemnification provisions hereof. Subject to Section 6.10, each member of the Parent Group and SpinCo Group shall use reasonable best efforts to collect or recover any Insurance Proceeds and any Third-Party Proceeds to which such Person is entitled in connection with any Liability for which such Person seeks indemnification pursuant to this Article VI; provided, however, that such Person's inability to collect or recover any such Insurance Proceeds or Third-Party Proceeds shall not limit the Indemnifying Party's obligations hereunder.

(c) The calculation of any Indemnity Payments required by this Agreement shall be subject to Section 5.2(c) of the TMA.

Section 6.05 Procedures for Indemnification of Third-Party Claims.

(a) If an Indemnitee shall receive notice or otherwise learn of a Third-Party Claim with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnitee pursuant to this Agreement (including Article III), such Indemnitee shall give such Indemnifying Party written notice thereof as soon as reasonably practicable. Any such notice shall describe the Third-Party Claim in reasonable detail and shall include: (i) the basis for, and nature of, such Third-Party Claim, including the facts constituting the basis for such Third-Party Claim; (ii) the estimated amount of losses (to the extent so estimable) that have been or may be sustained by the Indemnitee in connection with such Third-Party Claim; and (iii) copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third-Party Claim; provided, however, that any such notice need only specify such information reasonably known to the Indemnitee as of the date of such notice and shall not limit or prejudice any of the rights or remedies of any Indemnitee on the basis of any limitations on the information included in such notice, including any such limitations made in good faith to preserve the attorney-client privilege, work product doctrine or any other similar privilege or doctrine. Notwithstanding the foregoing, the failure of any Indemnitee or other Person to give notice as provided in this Section 6.05(a) shall not relieve the related Indemnifying Party of its obligations under this Article VI, except to the extent that such Indemnifying Party is actually prejudiced by such failure to give notice in accordance with this Section 6.05(a).

(b) The Indemnifying Party shall have the right, exercisable by written notice to the Indemnitee within thirty (30) days after receipt of notice from an Indemnitee in accordance with Section 6.05(a), to assume and conduct the defense of such Third-Party Claim in accordance with the limits set forth in this Agreement with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnitee; provided, however, that (x) SpinCo shall not be entitled to control the defense of any Third-Party Claim in respect of a Mixed Action (and, for the avoidance of doubt, Parent shall control any such defense), (y) the Indemnifying Party shall not have the right to control the defense of any Third-Party Claim (i) to the extent such Third-Party Claim seeks criminal penalties or injunctive or other equitable relief or (ii) if the Party to this Agreement which is part of such Indemnitee's Group has determined in good faith that the Indemnifying Party controlling such defense would reasonably be expected to have a material

adverse impact on the reputation or the business relations of the Indemnitee or its Group, and (z) if the Party to this Agreement which is part of such Indemnitee's Group determines in good faith that the proper defense of the Third-Party Claim requires that the election to assume the defense of such claim be made in fewer than thirty (30) days, the Indemnitee may request that such election be made in such shorter period as the Indemnitee may reasonably determine; provided that such shorter period may not be shorter than ten (10) days. The Indemnifying Party shall notify the Indemnitee in writing within the time period described in the immediately preceding sentence as to whether or not it will assume the defense of the applicable Third-Party Claim. During such notice period, and prior to an election by the Indemnifying Party to control the defense of the applicable Third-Party Claim, the Indemnitee shall be permitted to take such actions in respect of such Third-Party Claim as the Indemnitee determines in good faith are necessary or appropriate to avoid prejudice to the Indemnitee's interests in respect of such Third-Party Claim during such notice period, provided that the Indemnitee will consult reasonably and in good faith with the Indemnifying Party in respect of such actions in advance of taking such actions to the extent possible.

(c) If the Indemnifying Party elects not to assume the defense of a Third-Party Claim (or is not permitted to assume the defense of such Third-Party Claim) in accordance with this Agreement, or fails to notify an Indemnitee of its election as provided in Section 6.05(b), such Indemnitee may defend such Third-Party Claim with counsel selected by the Indemnitee and reasonably acceptable to the Indemnifying Party. If the Indemnifying Party elects (and is permitted) to assume the defense of a Third-Party Claim in accordance with the terms of this Agreement, the Indemnitee shall, subject to the terms of this Agreement, reasonably cooperate with the Indemnifying Party with respect to the defense of such Third-Party Claim.

(d) If the Indemnifying Party elects (and is permitted) to assume the defense of a Third-Party Claim in accordance with the terms of this Agreement, the Indemnifying Party will not be liable for any additional legal expenses subsequently incurred by the Indemnitee in connection with the defense of the Third-Party Claim; provided, however, that if the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Third-Party Claim, or the nature of such Third-Party Claim changes such that the Indemnifying Party would no longer be entitled to assume the defense of such Third-Party Claim pursuant to Section 6.05(b), the Indemnitee may assume its own defense, and the Indemnifying Party will be liable for all reasonable and documented costs or expenses paid or incurred in connection with such defense. The Indemnifying Party or the Indemnitee, as the case may be, shall have the right to participate in (but, subject to the immediately preceding sentence, not control), at its own expense, the defense of any Third-Party Claim that the other is defending as provided in this Agreement. In the event, however, that such Indemnitee reasonably determines that representation by counsel to the Indemnifying Party of both such Indemnifying Party and the Indemnitee could reasonably be expected to present such counsel with a conflict of interest, then the Indemnitee may employ separate counsel to represent or defend it in any such Action and the Indemnifying Party will pay the reasonable and documented fees and expenses of such counsel.

(e) No Indemnifying Party shall consent to entry of any judgment or enter into any settlement of any Third-Party Claim with respect to which an Indemnifying Party is obligated to provide indemnification to an Indemnitee pursuant to this Agreement (including Article III) without the prior written consent of the applicable Indemnitee or Indemnitees (not to be unreasonably withheld, conditioned or delayed); provided, however, that such consent shall not be required if the judgment or settlement: (i) contains no finding or admission of liability with respect to any such Indemnitee or Indemnitees; (ii) involves only monetary relief which the Indemnifying Party has agreed to pay; and (iii) includes a full and unconditional release of the Indemnitee or Indemnitees. Notwithstanding the foregoing, the consent of an Indemnitee shall be required for any entry of judgment or settlement if the effect thereof is to permit any injunction, declaratory judgment, other order or other non-monetary relief to be entered, directly or indirectly, against such Indemnitee (such consent not to be unreasonably withheld, conditioned or delayed).

(f) Whether or not the Indemnifying Party assumes the defense of a Third-Party Claim, no Indemnitee shall admit any liability with respect to, or settle, compromise, resolve or discharge, such Third-Party Claim without the Indemnifying Party's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

Section 6.06 Additional Matters.

(a) Any claim on account of a Liability that does not result from a Third-Party Claim shall be asserted by prompt written notice given by the Indemnitee to the applicable Indemnifying Party. Any failure by an Indemnitee to give notice shall not relieve the Indemnifying Party's indemnification obligations under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure.

(b) In the event of payment by or on behalf of any Indemnifying Party to any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to and shall stand in the place of such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other Person. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(c) For the avoidance of doubt, Liabilities incurred by an Indemnitee pursuant to a contractual indemnification or similar obligation granted to a third party in respect of Liabilities otherwise indemnifiable under Section 6.02 or Section 6.03 shall be indemnifiable thereunder to the same extent that the underlying Liabilities would have been indemnifiable under Section 6.02 or Section 6.03.

(d) To the maximum extent permitted by applicable Law, the rights to recovery of each Party's Subsidiaries in respect of any past, present or future Action are hereby delegated to such Party. It is the intent of the Parties that the foregoing delegation shall satisfy any Law requiring such delegation to be effected pursuant to a power of attorney or similar instrument. The Parties and their respective Subsidiaries shall execute such further instruments or documents as may be necessary to effect such delegation.

(e) Each of Parent and SpinCo hereby agrees that with respect to any Third-Party Claim or Action pending as of the Distribution Date or commenced following the Distribution Date, in each case that (x) has named as a defendant one or more members of the SpinCo Group but otherwise relates only to the Parent Business or (y) has named as a defendant one or more members of the Parent Group but otherwise relates only to the SpinCo Business, the Parties shall use reasonable best efforts, each at its own expense, to cause each such nominal defendant to be removed as a defendant from such Third-Party Claim or Action, as soon as reasonably practicable (including using reasonable best efforts to petition the applicable court or counterparty to remove each such nominal defendant).

Section 6.07 Remedies Cumulative. The remedies provided in this Article VI shall be cumulative and, subject to the provisions of Section 6.01, Section 6.10 and Article XI, shall not preclude assertion by any Indemnitee of any other rights or the seeking of any and all other remedies against any Indemnifying Party.

Section 6.08 Covenant Not to Sue. Each Party hereby covenants and agrees that none of it, the members of such Party's Group or any Person claiming through it shall bring an Action or otherwise assert any claim or defense against any Person, including before any court, arbitrator, mediator or administrative agency anywhere in the world, and further (on behalf of itself, the members of such Party's Group, and any other Person claiming through it) waives and releases any claim or defense against any Person, alleging that: (a) the assumption or retention of any SpinCo Liabilities by SpinCo or a member of the SpinCo Group on the terms and conditions set forth in this Agreement or the Ancillary Agreements is unlawful, a breach of a fiduciary or other duty, void, unenforceable, unconscionable, inequitable, or otherwise improper for any reason; (b) the assumption or retention of any Parent Liabilities by Parent or a member of the Parent Group on the terms and conditions set forth in this Agreement or the Ancillary Agreements is unlawful, a breach of a fiduciary or other duty, void, unenforceable, unconscionable, inequitable, or otherwise improper for any reason; (c) the provisions of this Agreement (including this Article VI) or any Ancillary Agreement are unlawful, a breach of a fiduciary or other duty, void, unenforceable, unconscionable, inequitable, or otherwise improper for any reason; or (d) any member of the Parent Group owes fiduciary duties to any member of the SpinCo Group or any equity holder of such member in his, her or its capacity as such with respect to this Agreement, any Ancillary Agreement, any transaction contemplated hereby or thereby or any agreement entered into in connection herewith or therewith.

Section 6.09 Survival of Indemnities. The rights and obligations of each of Parent and SpinCo and their respective Indemnitees under this Article VI shall survive the sale or other transfer by any Party or its Affiliates of any Assets or businesses or the assignment by it of any Liabilities.

Section 6.10 Indemnified Damages. Except as may expressly be set forth in this Agreement or any Ancillary Agreement, none of Parent, SpinCo or any other member of either Group shall in any event have any Liability to the other or to any other member of the other's Group, or to any other Parent Indemnitee or SpinCo Indemnitee, as applicable, under this Agreement for any indirect, special, punitive, consequential, exemplary, enhanced or treble damages, whether or not caused by or resulting from negligence or breach of obligations hereunder and whether or not informed of the possibility of the existence of such damages; provided, however, that the provisions of this Section 6.10 shall not limit an Indemnifying Party's indemnification obligations hereunder with respect to any Liability any Indemnitee may have to any third party not affiliated with any member of the Parent Group or the SpinCo Group for any indirect, special, punitive, consequential, exemplary, enhanced or treble damages.

Section 6.11 Management of Certain Actions and Internal Investigations. Notwithstanding the procedures set forth in Section 6.05, this Section 6.11 shall govern the management and direction of certain pending (or, as applicable in the case of Section 6.11(e), future) Actions and Internal Investigations involving one or more members of both the Parent Group and the SpinCo Group, but shall not alter the allocation of Liabilities set forth in Article II or rights to indemnification pursuant to Section 6.02 or Section 6.03. In the event of any conflict between the provisions of this Section 6.11 and Section 6.05 in respect of a SpinCo Directed Action, Parent Directed Action or Joint Action, the provisions of this Section 6.11 shall govern.

(a) From and after the Distribution, except as otherwise provided in Schedule 6.11(a) and subject to Section 7.08:

(i) the SpinCo Group shall direct the defense, prosecution or conduct (as applicable) of any Actions and Internal Investigations described on Schedule 6.11(a) (the "SpinCo Directed Actions"), including the development and implementation of the legal strategy for each SpinCo Directed Action, the filing of any motions, pleadings or briefs, the conduct of discovery and related fact finding, the conduct of any trial, any presentations to regulators or enforcement officials, any responses to subpoenas, requests or demands for information, any decision to appeal or not to appeal any decisions, judgment or order, and, subject to Section 6.11(d), any decision or consent to a settlement, compromise, resolution or discharge of any SpinCo Directed Action or any aspect thereof;

(ii) SpinCo (or the applicable member of the SpinCo Group) shall be responsible for selecting counsel in connection with the conduct and control of each SpinCo Directed Action;

(iii) Parent (or the applicable member of the Parent Group) shall be entitled to participate in (but not control) the defense, prosecution or conduct (as applicable) of each SpinCo Directed Action, and SpinCo shall provide Parent with the reasonable opportunity to consult, advise and comment with respect to all preparation, planning and strategy regarding any such SpinCo Directed Action, to the extent that Parent's participation does not waive or jeopardize any attorney-client privilege, attorney work product protection or other similar privilege or doctrine. The Parties and the applicable members of their respective Groups shall cooperate reasonably to preserve any attorney-client privilege, work product protection, joint defense, common interest or other privilege as to third parties as may be available in connection with each Group's participation in a SpinCo Directed Action; and

(iv) the costs and expenses incurred by the SpinCo Group and the Parent Group in connection with the conduct of any SpinCo Directed Action shall be advanced, paid and reimbursed in accordance with Schedule 6.11.

(b) From and after the Distribution, except as otherwise provided in Schedule 6.11(b) and subject to Section 7.08:

(i) the Parent Group shall direct the defense, prosecution or conduct (as applicable) of any Actions and Internal Investigations described on Schedule 6.11(b) (the "Parent Directed Actions"), including the development and implementation of the legal strategy for each Parent Directed Action, the filing of any motions, pleadings or briefs, the conduct of discovery and related fact finding, the conduct of any trial, any presentations to regulators or enforcement officials, any responses to subpoenas, requests or demands for information, any decision to appeal or not to appeal any decisions, judgment or order, and, subject to Section 6.11(d), any decision or consent to a settlement, compromise, resolution or discharge of any Parent Directed Action or any aspect thereof;

(ii) Parent (or the applicable member of the Parent Group) shall be responsible for selecting counsel in connection with the conduct and control of each Parent Directed Action;

(iii) SpinCo (or the applicable member of the SpinCo Group) shall be entitled to participate in (but not control) the defense, prosecution or conduct (as applicable) of each Parent Directed Action, and Parent shall provide SpinCo with the reasonable opportunity to consult, advise and comment with respect to all preparation, planning and strategy regarding any such Parent Directed Action, to the extent that SpinCo's participation does not waive or jeopardize any attorney-client privilege, attorney work product protection or other similar privilege or doctrine. The Parties and the applicable members of their respective Groups shall cooperate reasonably to preserve any attorney-client privilege, work product protection, joint defense, common interest or other privilege as to third parties as may be available in connection with each Group's participation in a Parent Directed Action; and

(iv) the costs and expenses incurred by the SpinCo Group and the Parent Group in connection with the conduct of any Parent Directed Action shall be advanced, paid and reimbursed in accordance with Schedule 6.11.

(c) From and after the Distribution, except as otherwise provided in Schedule 6.11(c) and subject to Section 7.08, the Parties shall separately but cooperatively manage and direct the defense, prosecution or conduct (as applicable) of any Actions and Internal Investigations described on Schedule 6.11(c) ("Joint Actions"), including the development and implementation of the legal strategy for each Joint Action, the filing of any motions, pleadings or briefs, the conduct of discovery and related fact finding, the conduct of any trial, any presentations to regulators or enforcement officials, any responses to subpoenas, requests or demands for information, any decision to appeal or not to appeal any decisions, judgment or order, and, subject to Section 6.11(d), any decision or consent to a settlement, compromise, resolution or discharge of any Joint Action or any aspect thereof. The Parties shall cooperate in good faith and take all reasonable actions to provide for any appropriate joinder or change in named parties to such Joint Actions such that the appropriate Party or member of each Party's Group is party thereto. The Parties shall reasonably cooperate and consult with each other and, to the extent feasible, maintain a joint defense in a manner that would preserve for both Parties and their respective Affiliates any attorney-client privilege, work product protection, joint defense, common interest or other privilege with respect to any Joint Action. Notwithstanding anything to the contrary herein, the costs and expenses of counsel for each Joint Action shall be paid for by the Party indicated with

respect to such Joint Action on Schedule 6.11(c); provided, that in the event that either Party determines to retain new separate counsel with respect to any Joint Action, such Party shall bear the costs and expenses of its separate counsel. The costs and expenses incurred by SpinCo or Parent in connection with the conduct of any Joint Action shall be advanced, paid and reimbursed in accordance with Schedule 6.11. In any Joint Action, each of Parent and SpinCo may pursue separate defenses, claims, counterclaims or settlements to those claims relating solely to the Parent Business or the SpinCo Business, respectively; provided that each Party shall in good faith make reasonable best efforts to avoid adverse effects on the other Party.

(d) No Party managing an Action (the "Managing Party") pursuant to this Section 6.11 shall consent to entry of any judgment or enter into any settlement of any such Action without the prior written consent of the other Party (the "Non-Managing Party") (not to be unreasonably withheld, conditioned or delayed); provided, however, that such Non-Managing Party, including, in the case of a Joint Action, any co-defendant, shall be required to consent to such entry of judgment or to such settlement that the Managing Party or other co-defendant may recommend with respect to any claim for which such Non-Managing Party (or co-defendant) is the defendant if the judgment or settlement: (i) contains no finding or admission of liability with respect to such Non-Managing Party's (or co-defendant's) Group or its applicable related Persons; (ii) involves only monetary relief which the Managing Party or proposing co-defendant has agreed to pay; and (iii) includes a full and unconditional release of the Non-Managing Party's (or co-defendant's) Group and its applicable related Persons. Notwithstanding the foregoing, the consent of the Non-Managing Party or co-defendant shall be required for any entry of judgment or settlement if the effect thereof is to permit any injunction, declaratory judgment, other order or other non-monetary relief to be entered, directly or indirectly, against the Non-Managing Party's Group or its applicable related Persons (such consent not to be unreasonably withheld, conditioned or delayed).

(e) Any Government Investigation that (i) is not set forth on Schedule 6.11(c), (ii) Parent determines in good faith involves one or more members of both the Parent Group and the SpinCo Group, (iii) relates to conduct that occurred prior to the Distribution Date and (iv) Parent determines in good faith involves, or would reasonably be expected to involve, non-monetary relief sought by a Governmental Authority with respect to a member of the Parent Group, shall be separately but cooperatively managed and directed by the Parties as if it were a Joint Action in accordance with the terms of Section 6.11(c) (subject, for the avoidance of doubt, to Schedule 6.11 and Section 6.11(d)). If either Party shall receive notice or otherwise learn of a Government Investigation that would reasonably be expected to require cooperative management as a Joint Action pursuant to this Section 6.11(e), such Party shall give the other Party written notice thereof as soon as reasonably practicable.

Section 6.12 EHS Matters. Notwithstanding anything herein to the contrary, the terms set forth on Schedule 6.12 shall govern the conduct and management of the Liabilities and Actions and Third-Party Claims subject to indemnification pursuant to Section 6.02 or Section 6.03 of this Agreement to the extent relating to (a) Known Environmental Liabilities, or (b) EHS Liabilities Discovered Post Distribution, in the case of each of (a) and (b), to the extent it includes the conduct and management of Remedial Action (herein together referred to as "Environmental Indemnification Claims"). All EHS Liabilities that are subject to indemnification under this Agreement that are not Environmental Indemnification Claims shall be managed in accordance with Section 6.05 and Section 6.11 of this Agreement. This Section 6.12 shall not alter the allocation of Liabilities set forth in Article II. In the event of any conflict between the provisions of this Section 6.12 or Schedule 6.12 and Section 6.05 or Section 6.11 in respect of any Environmental Indemnification Claims, the provisions of this Section 6.12 and Schedule 6.12 shall govern.

ARTICLE VII

ACCESS TO INFORMATION; PRIVILEGE; CONFIDENTIALITY

Section 7.01 Agreement for Exchange of Information; Archives.

(a) Except in the case of an Adversarial Action or threatened Adversarial Action, and subject to Section 7.01(b), each of Parent and SpinCo, on behalf of its Group, shall provide, or cause to be provided, to the other Party, at any time after the Distribution, as soon as reasonably practicable after written request therefor, any Information relating to time periods on or prior to the Distribution Date in the possession or under the control of such respective Group, which Parent or SpinCo, or any member of its respective Group, as applicable: (i) reasonably needs to comply with reporting, disclosure, filing or other requirements imposed on Parent or SpinCo, or any member of its respective Group, as applicable (including under applicable securities Laws), by any national securities exchange or any Governmental Authority having jurisdiction over Parent or SpinCo, or any member of its respective Group, as applicable; (ii) requests for use in any other judicial, regulatory, administrative or other Action or Internal Investigation, including possible Actions or Internal Investigations anticipated in good faith, or in order to satisfy audit, accounting, regulatory, litigation or other similar requirements; (iii) to comply with its obligations under this Agreement or any Ancillary Agreement; or (iv) in connection with Parent's consideration of the timing or manner in which it will effect the Subsequent Disposition, the Remaining Disposition or the Debt-for-Debt Exchange; provided that any request for information pursuant to this Section 7.01 shall be used only for the purposes described in this paragraph.

(b) In the event that either Parent or SpinCo determines in good faith that the disclosure of any Information pursuant to Section 7.01(a) could be commercially detrimental, violate any Law or Contract or waive or jeopardize any attorney-client privilege, attorney work product protection or other similar privilege or doctrine, such Party may restrict such information to view by the other Party's attorneys' and experts' eyes only before providing access to or furnishing such Information to the other Party; provided, however, that both Parent and SpinCo shall take all commercially reasonable measures to permit compliance with Section 7.01(a) in a manner that avoids any such harm or consequence.

Section 7.02 Ownership of Information. Any Information owned by one Group that is provided to the requesting Party hereunder shall be deemed to remain the property of the providing Party. Except as specifically set forth herein or in any Ancillary Agreement, nothing herein shall be construed as granting or conferring rights of license or otherwise in any such Information.

Section 7.03 Compensation for Providing Information. Parent and SpinCo shall reimburse each other for the reasonable costs, if any, in complying with a request for Information pursuant to this Article VII (whether or not such Information was a SpinCo Asset or a Parent Asset). Except as may be otherwise specifically provided elsewhere in this Agreement, such costs shall be computed in accordance with the "head count liquidation cost" pricing methodology of the TSA.

Section 7.04 Record Retention. To facilitate the possible exchange of Information pursuant to this Article VII and other provisions of this Agreement, each Party shall use its reasonable best efforts to retain all Information in such Party's possession relating to the other Party or its businesses, Assets or Liabilities, this Agreement or the Ancillary Agreements, in each case to the extent such Information is of a category listed in Schedule 7.04(a) or Schedule 7.04(b), as applicable, in each case in accordance with the provisions of Schedule 7.04(a) or Schedule 7.04(b), as applicable to such category. Each of Parent and SpinCo shall use their reasonable best efforts to maintain and continue their respective Group's compliance with all "litigation holds" listed on Schedule 7.04(c) in accordance with the provisions set forth on Schedule 7.04(c) with respect to such listed litigation hold.

Section 7.05 Accounting Information. Without limiting the generality of Section 7.01 but subject to Section 7.01(b):

(a) Until the end of the first full fiscal year occurring after the Distribution Date (and for a reasonable period of time afterwards, as determined in good faith by Parent, or as required by Law for Parent to prepare consolidated financial statements or complete a financial statement audit for any period during which the financial results of the SpinCo Group were consolidated with those of Parent), SpinCo shall use its reasonable best efforts to enable Parent to meet its timetable for dissemination of its financial statements and to enable Parent's auditors to timely complete their annual audit and quarterly reviews of financial statements. As part of such efforts and during such period as specified in the immediately preceding sentence, to the extent reasonably necessary for the preparation of financial statements or completing an audit or review of financial statements or an audit of internal control over financial reporting, (i) SpinCo shall authorize and direct its auditors to make available to Parent's auditors, within a reasonable time prior to the date of Parent's auditors' opinion or review report, both (x) the personnel who performed or will perform the annual audits and quarterly reviews of SpinCo and (y) work papers to the extent related to such annual audits and quarterly reviews, to enable Parent's auditors to perform any procedures they consider reasonably necessary to take responsibility for the work of SpinCo's auditors as it relates to Parent's auditors' opinion or report and (ii) until all governmental audits of those financial statements of Parent specified in the immediately preceding sentence are complete, SpinCo shall provide reasonable access during normal business hours for Parent's internal auditors, counsel and other designated representatives to (x) the premises of SpinCo and its Subsidiaries and all Information (and duplicating rights) within the knowledge, possession or control of SpinCo and its Subsidiaries and (y) the officers and employees of SpinCo and its Subsidiaries, so that Parent may conduct reasonable audits relating to the financial statements provided by SpinCo and its Subsidiaries; provided, however, that such access shall not be unreasonably disruptive to the business and affairs of the SpinCo Group; provided, further, that, any request for access pursuant to this Section 7.05(a) shall be made in good faith and limited to the extent reasonable to satisfy the good faith basis for such request.

(b) Until the end of the first full fiscal year occurring after the Distribution Date (and for a reasonable period of time afterwards, as determined in good faith by Parent, or as required by Law), Parent shall use its reasonable best efforts to enable SpinCo to meet its timetable for dissemination of its financial statements and to enable SpinCo's auditors to timely complete their annual audit and quarterly reviews of financial statements. As part of such efforts, and during such period as specified in the immediately preceding sentence, to the extent reasonably necessary for the preparation of financial statements or completing an audit or review of financial statements or an audit of internal control over financial reporting, (i) Parent shall authorize and direct its auditors to make available to SpinCo's auditors, within a reasonable time prior to the date of SpinCo's auditors' opinion or review report, both (x) the personnel who performed or will perform the annual audits and quarterly reviews of Parent and (y) work papers to the extent related to such annual audits and quarterly reviews, to enable SpinCo's auditors to perform any procedures they consider reasonably necessary to take responsibility for the work of Parent's auditors as it relates to SpinCo's auditors' opinion or report and (ii) until all governmental audits of those financial statements of SpinCo specified in the immediately preceding sentence are complete, Parent shall provide reasonable access during normal business hours for SpinCo's internal auditors, counsel and other designated representatives to (x) the premises of Parent and its Subsidiaries and all Information (and duplicating rights) within the knowledge, possession or control of Parent and its Subsidiaries and (y) the officers and employees of Parent and its Subsidiaries, so that SpinCo may conduct reasonable audits relating to the financial statements provided by Parent and its Subsidiaries; provided, however, that such access shall not be unreasonably disruptive to the business and affairs of the Parent Group; provided, further, that, any request for access pursuant to this Section 7.05(b) shall be made in good faith and limited to the extent reasonable to satisfy the good faith basis for such request.

(c) In order to enable the principal executive officer(s) and principal financial officer(s) (as such terms are defined in the rules and regulations of the Commission) of Parent to make any certifications required of them under Section 302 or 906 of the Sarbanes-Oxley Act of 2002, SpinCo shall, within a reasonable period of time following a request from Parent in anticipation of filing such reports, cause its principal executive officer(s) and principal financial officer(s) to provide Parent with certifications of such officers in support of the certifications of Parent's principal executive officer(s) and principal financial officer(s) required under Section 302 or 906 of the Sarbanes-Oxley Act of 2002 with respect to (i) Parent's Quarterly Report on Form 10-Q filed with respect to the fiscal quarter during which the Distribution Date occurs (unless such quarter is Parent's fourth fiscal quarter), (ii) to the extent applicable, each subsequent fiscal quarter through the third fiscal quarter of the year in which the Distribution Date occurs and (iii) Parent's Annual Report on Form 10-K filed with respect to the fiscal year during which the Distribution Date occurs. Such certifications shall be provided in substantially the same form and manner as such SpinCo officers provided prior to the Distribution (reflecting any changes in certifications necessitated by the Spin-Off or any other transactions related thereto) or as otherwise agreed upon between Parent and SpinCo.

Section 7.06 Limitations of Liability. Each of Parent (on behalf of itself and each other member of the Parent Group) and SpinCo (on behalf of itself and each other member of the SpinCo Group) understands and agrees that neither Party is representing or warranting in any way as to the accuracy or sufficiency of any Information exchanged or disclosed under this Agreement, including any Information that constitutes an estimate or forecast or is based upon an estimate or forecast.

Section 7.07 Production of Witnesses; Records; Cooperation.

(a) Without limiting any of the rights or obligations of the Parties pursuant to Section 7.01 or Section 7.04, after the Distribution Date, except in the case of an Adversarial Action or threatened or contemplated Adversarial Action, and subject to Section 7.01(b), each of Parent and SpinCo shall use their reasonable best efforts to make reasonably available, upon written request: (i) the former, current and future directors, officers, employees, other personnel and agents of the Persons in its respective Group (whether as witnesses or otherwise); and (ii) subject to Section 7.01(b), Information contemplated by Section 7.01(a), in each case of clauses (i) and (ii), to the extent that such Person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with any Action, Internal Investigation, Commission comment or review or threatened or contemplated Action, Internal Investigation, Commission comment or review (including preparation for any such Action, Internal Investigation, Commission comment or review) in which either Parent or SpinCo or any Person or Persons in its Group, as applicable, may from time to time be involved, regardless of whether such Action, Internal Investigation, Commission comment or review or threatened or contemplated Action, Internal Investigation, Commission comment or review is a matter with respect to which indemnification may be sought hereunder. The requesting Party shall bear all reasonable out-of-pocket costs and expenses in connection therewith.

(b) Without limiting the foregoing, Parent and SpinCo shall use their reasonable best efforts to cooperate and consult with each other to the extent reasonably necessary with respect to any Actions, Internal Investigations or threatened or contemplated Actions or Internal Investigations (including in connection with preparation for any such Action or Internal Investigation), other than an Adversarial Action or threatened or contemplated Adversarial Action.

(c) The obligation of Parent and SpinCo, pursuant to this Section 7.07, to use their reasonable best efforts to make available former, current and future directors, officers, employees and other personnel and agents or provide witnesses and experts, except in the case of an Adversarial Action or threatened or contemplated Adversarial Action, is intended to be interpreted in a manner so as to facilitate cooperation and shall include the obligation to make available employees and other officers without regard to whether such individual or the employer of such individual could assert a possible business conflict. Without limiting the foregoing, each of Parent and SpinCo agrees that neither it nor any Person or Persons in its respective Group will take any adverse action against any employee of its Group based on such employee's provision of assistance or information to each other pursuant to this Section 7.07.

Section 7.08 Privileged Matters.

(a) Solely for purposes of asserting privileges which may be asserted under applicable Law, and without limiting the provisions of Section 7.10: (x) the Parties recognize that legal and other professional services that have been and will be provided prior to the Distribution (whether by outside counsel, in-house counsel, other legal professionals, or other professionals acting at the direction of counsel) have been and will be rendered for the collective benefit of Parent and its Subsidiaries (in such capacity) and (y) each of the members of the Parent Group and the SpinCo Group shall be deemed to have been the client in connection with such services with respect to periods prior to the Distribution. The Parties recognize that legal and other professional services will be provided following the Distribution, which services will be rendered solely for the benefit of the Parent Group or the SpinCo Group, as the case may be.

(b) Parent shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any privileged Information that relates solely to the Parent Business or the Distribution and not to the SpinCo Business, whether or not the privileged Information is in the possession or under the control of any member of the Parent Group or any member of the SpinCo Group. Parent shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any privileged Information that relates solely to any Parent Assets or Parent Liabilities, and not any SpinCo Assets or SpinCo Liabilities, in connection with any Actions or Internal Investigations that are now pending or may be asserted in the future, whether or not the privileged Information is in the possession or under the control of any member of the Parent Group or any member of the SpinCo Group. For the avoidance of doubt, Information shall not be deemed to relate to the Parent Business solely by virtue of the fact that personnel associated with the corporate function of Parent were involved in the production or evaluation of such Information or otherwise involved in the Actions or Internal Investigations relating to such Information.

(c) SpinCo shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any privileged Information that relates solely to the SpinCo Business and not to the Parent Business or the Distribution, whether or not the privileged Information is in the possession or under the control of any member of the SpinCo Group or any member of the Parent Group. SpinCo shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any privileged Information that relates solely to any SpinCo Assets or SpinCo Liabilities and not any Parent Assets or Parent Liabilities in connection with any Actions or Internal Investigations that are now pending or may be asserted in the future, whether or not the privileged Information is in the possession or under the control of any member of the SpinCo Group or any member of the Parent Group. For the avoidance of doubt, Information shall not be deemed to relate to the SpinCo Business solely by virtue of the fact that SpinCo personnel were involved in the production or evaluation of such Information or otherwise involved in the Actions or Internal Investigations relating to such Information.

(d) Subject to the remaining provisions of this Section 7.08, the Parties agree that Parent shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with privileged Information not otherwise allocated pursuant to this Section 7.08 in connection with any Actions or Internal Investigations, or threatened or contemplated Actions or Internal Investigations, or other matters that involve both Parties (or one or more members of their respective Groups), whether or not such privileged Information is in the possession or under the control of a member of the SpinCo Group or a member of the Parent Group.

(e) To the extent that an issue regarding a privilege controlled by one Party under this Section 7.08 arises in connection with an Action or Internal Investigation the defense, prosecution or conduct (as applicable) of which the other Party is entitled to direct pursuant to Section 6.11, the Party entitled to control such privilege shall cooperate in good faith with the Party directing such Action or Internal Investigation in order to facilitate the efficient administration of such Action or Internal Investigation. If any dispute arises between the Parties or any members of their respective Group regarding whether a privilege or immunity should be waived to protect or advance the interests of either Party or any member of their respective Groups, each Party agrees that it shall: (i) negotiate with the other Party in good faith and (ii) endeavor to minimize any prejudice to the rights of the other Party and the members of its Group.

(f) Upon receipt by either Party, or by any member of its respective Group, of any subpoena, discovery or other request (or of written notice that it will receive or has received such subpoena, discovery or other request) that may reasonably be expected to result in the production or disclosure of privileged Information subject to a shared privilege or immunity or as to which the other Party has the sole right hereunder to assert a privilege or immunity, or if either Party obtains knowledge or becomes aware that any of its, or any member of its respective Group's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests (or have received written notice that they will receive or have received such subpoena, discovery or other requests) that may reasonably be expected to result in the production or disclosure of such privileged Information, such Party shall promptly notify the other Party of the existence of any such subpoena, discovery or other request and shall provide the other Party a reasonable opportunity to review the privileged Information and to assert any rights it or they may have, under this Section 7.08 or otherwise, to prevent the production or disclosure of such privileged Information; provided that if such Party is prohibited by applicable Law from disclosing the existence of such subpoena, discovery or other request, such Party shall provide written notice of such related information for which disclosure is not prohibited by applicable Law and use reasonable best efforts to inform the other Party of any related information such Party reasonably determines is necessary or appropriate for the other Party to be informed of to enable the other Party to review the privileged Information and to assert its rights, under this Section 7.08 or otherwise, to prevent the production or disclosure of such privileged Information.

(g) The Parties agree that their respective rights to any access to Information, witnesses and other Persons, the furnishing of notices and documents and other cooperative efforts between the Parties contemplated by this Agreement, and the transfer of privileged Information between the Parties and members of their respective Groups pursuant to this Agreement, shall not be deemed a waiver of any privilege that has been or may be asserted under this Agreement or otherwise. The Parties further agree that: (i) the exchange by one Party to the other Party of any Information that should not have been exchanged pursuant to the terms of Section 7.09 shall not be deemed to constitute a waiver of any privilege or immunity that has been or may be asserted under this Agreement or otherwise with respect to such privileged Information; and (ii) the Party receiving such privileged Information shall promptly return such privileged Information to the Party who has the right to assert the privilege or immunity.

Section 7.09 Confidential Information.

(a) Each of Parent and SpinCo, on behalf of itself and each Person in its respective Group, shall hold, and cause its respective directors, officers, employees, agents, accountants, subcontractors, counsel and other advisors and representatives (each, a "Representative") to hold, in strict confidence, not release or disclose and protect with at least the same degree of care, but no less than a reasonable degree of care, that it applies to its own confidential and proprietary information pursuant to policies in effect as of the Distribution Date, all confidential or proprietary Information concerning the Parent Business or the Parent Group (in the case of SpinCo or a member of its Group) or the SpinCo Business or the SpinCo Group (in the case of Parent or a member of its Group) (such Group's "Specified Confidential Information") that is either in its possession (including such Specified Confidential Information in its possession prior to the Distribution) or furnished by the other Group or its respective Representatives at any time pursuant to this Agreement or any Ancillary Agreement, and shall not use any such Specified Confidential Information other than for such purposes as shall be expressly permitted hereunder or thereunder, except, in each case, to the extent that such Specified Confidential Information is: (x) in the public domain through no fault of any member of the Parent Group or the SpinCo Group, as applicable, or any of its respective Representatives; (y) later lawfully acquired from other sources by any of Parent, SpinCo or its respective Group or Representatives, as applicable, which sources are not themselves bound by a confidentiality obligation to the knowledge of any of Parent, SpinCo or Persons in its respective Group, as applicable; or (z) independently generated after the date hereof without reference to any Specified Confidential Information of the Parent Group or the SpinCo Group, as applicable. Notwithstanding the foregoing, each of Parent and SpinCo may release or disclose, or permit to be released or disclosed, any such Specified Confidential Information of the other Group (i) to their respective Representatives who need to know such Specified Confidential Information (who shall be advised of the obligations hereunder with respect to such Specified Confidential Information), (ii) to any nationally recognized statistical rating organization as it reasonably deems necessary, solely for the purpose of obtaining a rating of securities or other debt instruments upon normal terms and conditions, (iii) if such Party or its respective Group is required or compelled to disclose any such Specified Confidential Information by judicial or administrative process (including any proceeding brought by a Governmental Authority) or by other requirements of Law or stock exchange rule, in each case, to the extent such Party is advised by counsel that it is advisable to do so, (iv) as required in connection with any legal or other proceeding by one Party against the other Party or in respect of claims by one Party against the other Party brought in a proceeding, (v) as necessary in order to permit a Party to prepare and disclose its financial statements, Tax Returns or other required disclosures under applicable Law or in connection with the Distribution, Subsequent Disposition, Remaining Disposition or Debt-for-Debt Exchange, (vi) as necessary for a Party to enforce its rights or perform its obligations under this Agreement or any Ancillary Agreement and (vii) to Governmental Authorities in accordance with applicable procurement regulations and contract requirements; provided, however, that, with respect to clause (i) hereof: (A) such Representatives shall keep such Specified Confidential Information confidential and will not disclose such Specified Confidential Information to any other Person and (B) each Party agrees that it is responsible to the other Party for any action or failure to act that would constitute a breach or violation of this Section 7.09(a) by any such Representative; with respect to clause (ii) hereof, the Party whose Specified Confidential Information is being disclosed or released to such rating organization is promptly notified thereof in writing in advance of such disclosure or release; with

respect to public disclosures pursuant to clause (iii) hereof, that the Party required to disclose such Specified Confidential Information gives the other Party a reasonable opportunity to review and comment on the portion of such disclosure containing or reflecting Specified Confidential Information prior to the disclosure thereof; and, in the case of disclosure required by judicial or administrative process pursuant to clause (iii) hereof or disclosure pursuant to clause (iv) hereof, that the Party required to disclose such Specified Confidential Information gives the other Party prompt and, to the extent reasonably practicable and legally permissible, prior notice of such disclosure and an opportunity to contest such disclosure and shall use reasonable best efforts to cooperate, at the expense of the requesting Party, in seeking any reasonable protective arrangements requested by such Party. In the event that such appropriate protective order or other remedy is not obtained, the Party that is required to disclose such Specified Confidential Information of the other Group shall furnish, or cause to be furnished, only that portion of such Specified Confidential Information that is legally required to be disclosed and shall use reasonable best efforts to ensure that confidential treatment is accorded such Specified Confidential Information.

(b) Each Party acknowledges that it or members of its Group may presently have and, after the Distribution, may gain access to or possession of confidential or proprietary Information of, or legally protected personal Information relating to, third parties: (i) that was received under confidentiality or non-disclosure agreements entered into between such third parties, on the one hand, and the other Party or members of such other Party's Group, on the other hand, prior to the Distribution or (ii) that, as between the two Parties, was originally collected by the other Party or such other Party's Group and that may be subject to and protected by privacy, data protection or other applicable Laws. Each Party agrees that it shall hold, protect and use, and shall cause the members of its Group and its and their respective Representatives to hold, protect and use, in strict confidence the confidential and proprietary Information of, or legally protected personal Information relating to, third parties in accordance with privacy, data protection or other applicable Laws and the terms of any Contracts that were either entered into before the Distribution or affirmative commitments or representations that were made before the Distribution by, between or among the other Party or members of the other Party's Group, on the one hand, and such third parties, on the other hand.

(c) Notwithstanding anything in this Agreement to the contrary, the receiving Party may disclose, disseminate, or use the ideas, concepts, know-how and techniques, in each case that are related to the receiving Party's business activities and that are contained in the disclosing Party's Specified Confidential Information and retained in the unaided memories of the receiving Party's employees who have had access to the disclosing Party's Specified Confidential Information, who have not intentionally memorized such Specified Confidential Information, and in each case without the specific intent to use or disclose such Specified Confidential Information. For the avoidance of doubt, nothing in this Section 7.09(c) grants either Party any right or license in or to any Patents or Copyrights (as each such term is defined in the IPAA).

Section 7.10 Conflicts Waiver. Each of the Parties acknowledges, on behalf of itself and each other member of its Group, notwithstanding anything to the contrary contained herein or imposed by operation of law, that Parent has retained Paul, Weiss, Rifkind, Wharton & Garrison LLP, DLA Piper LLP, Jones Day LLP, Proskauer Rose LLP and Mayer Brown LLP (collectively, the "Known Counsel") to act as its counsel in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby. SpinCo hereby agrees on behalf of itself and each member of its Group that, notwithstanding anything to the contrary contained herein or imposed by operation of law, in the event that a dispute (whether or not related to this Agreement, the Ancillary Agreements, or the transactions contemplated hereby and thereby) arises between or among (x) any member of the SpinCo Group, any SpinCo Indemnitee or any of their respective Affiliates, on the one hand, and (y) any member of the Parent Group, any Parent Indemnitee or any of their respective Affiliates, on the other hand: (a) any Known Counsel may represent any member of the Parent Group, any Parent Indemnitee or any of their respective Affiliates in such dispute even though the interests of such Person may be directly adverse to, or conflict with the legal or economic interests of, any Person described in clause (x), and even though such Known Counsel may have represented or provided advice to a Person described in clause (x) in a matter substantially related to such dispute at or prior to the Distribution, or may be handling ongoing matters for a Person described in clause (x) as of the Distribution Date that continue following the Distribution, and even though such Known Counsel may have or previously have had confidential or privileged information of a Person described in clause (x) that may be related to such dispute, (b) SpinCo hereby waives, on behalf of itself and each other Person described in clause (x), as applicable, any conflict of interest or claim to confidentiality in connection with such representation by such Known Counsel, and (c) SpinCo hereby agrees, on behalf of itself and each other Person described in clause (x), as applicable, not to seek to disqualify such Known Counsel in connection with such representation. SpinCo, on behalf of itself and each other member of its Group, irrevocably authorizes any Known Counsel to disclose or provide any of its confidential or privileged information existing as of the date hereof to Parent or any other member of Parent's Group, and to otherwise use or disclose that information in accordance with Parent's direction. Each of SpinCo and Parent, on behalf of itself and each other member of its Group, agrees to take, and to cause their respective then-Affiliates to take, all steps necessary to implement the intent of this Section 7.10. Each of SpinCo and Parent, on behalf of itself and each other member of its Group, further agrees that each Known Counsel and its respective partners and employees are third-party beneficiaries of this Section 7.10, and may seek to enforce, without limitation, this Section 7.10.

ARTICLE VIII

INSURANCE

Section 8.01 Maintenance of Insurance and Termination of Coverage.

(a) Until the Distribution, Parent shall (i) cause the members of the SpinCo Group and their respective employees, officers and directors to continue to be covered as insured parties under Parent's policies of insurance in a manner which is no less favorable than the coverage provided for the Parent Group and (ii) permit the members of the SpinCo Group and their respective employees, officers and directors to submit claims, whether made before or after the Distribution, relating to, arising out of or resulting from facts, circumstances, events or matters that occurred prior to the Distribution to the extent permitted under such policies.

(b) Except as otherwise expressly permitted in this Article VIII, Parent and SpinCo acknowledge that, as of immediately prior to the Distribution, Parent intends to take such action as it may deem necessary or desirable to remove the members of the SpinCo Group and their respective employees, officers and directors as insured parties under any policy of insurance issued to any member of the Parent Group by any insurance carrier effective immediately prior to the Distribution, and on or following the Distribution, the SpinCo Group shall cease to be in any manner insured by, entitled to any benefits or coverage under, or entitled to seek benefits or coverage from or under any Parent insurance policies other than any insurance policy issued exclusively in the name and for the benefit of any member of the SpinCo Group (and except for any such insurance policy which forms a part of a fronted, or equivalent, insurance program for which any member of the Parent Group retains funding responsibility). SpinCo Group will not be entitled at or following the Distribution to make any claims for insurance thereunder to the extent such claims are based upon facts, circumstances, events, matters or claims occurring or made at or after the Distribution. No member of the Parent Group shall be deemed to have made any representation or warranty as to the availability of any coverage, insurability, or satisfaction of any terms and conditions under any such insurance policy. At and after the Distribution, the SpinCo Group shall procure all contractual and statutorily obligated insurance related to the operation of the SpinCo Business.

Section 8.02 Claims under Parent Insurance Policies.

(a) At and after the Distribution, the members of each of the Parent Group and the SpinCo Group shall, subject to the terms of this Section 8.02, have the right to assert Parent Policy Pre-Separation Insurance Matters under the applicable Parent insurance policies up to the full extent of the applicable and available limits of liability of such policy subject to the terms and conditions of such policies. No other claims shall be permitted under the Parent insurance policies.

(i) Members of the SpinCo Group shall be solely responsible for notifications, and updates to the applicable insurance companies, compliance with all policy terms and conditions, and for the handling, pursuit and collection of such claims.

(ii) Members of the SpinCo Group shall not, without the written consent of Parent, amend, modify, waive or release any rights of Parent under any such insurance policies and programs. Parent shall have primary control over any joint Parent Policy Pre-Separation Insurance Matters, subject to the terms and conditions of the relevant policy of insurance governing such control.

(iii) Notwithstanding anything in this Agreement to the contrary, SpinCo shall not have access to any Available Insurance Policies that are occurrence-based liability policies (including general, public, civil and products liability insurance policies) in respect of any claims, no matter when such claims (or the actual or alleged event, condition, cause, defect, hazard or failure to warn of such claims which results in Liability under such policies) occurred or were reported, to the extent exceeding $25,000,000 in the aggregate.

(b) Each of Parent and SpinCo shall, and shall cause each member of the Parent Group and SpinCo Group, respectively, to, reasonably cooperate with and assist the applicable member of the SpinCo Group and the Parent Group, as applicable, with respect to claims reported to insurance companies pursuant to Section 8.02(a). With respect to coverage claims or requests for benefits asserted by members of the SpinCo Group under the insurance policies of the Parent Group, Parent shall have the right but not the duty to monitor or associate with such claims.

(c) Notwithstanding anything contained herein, except as provided in Section 8.06, (i) nothing in this Agreement shall limit, waive or abrogate in any manner any rights of any member of the Parent Group to insurance coverage for any matter, whether relating to the rights of the SpinCo Group or otherwise and (ii) Parent shall retain the exclusive right to control the insurance policies of the Parent Group, and the benefits and amounts payable thereunder, including the right to exhaust, settle, release, commute, buy-back or otherwise resolve disputes with respect to any of such insurance policies and to amend, modify or waive any rights under any such insurance policies, notwithstanding whether any such insurance policies apply to any past, present or future Liabilities of or claims by any member of the SpinCo Group, including coverage claims with respect to any claim, act, omission, event, circumstance, occurrence or loss for which the SpinCo Group may make a claim under an insurance policy pursuant to this Section 8.02. SpinCo, on behalf of itself and each member of the SpinCo Group, hereby gives consent for the Parent to inform any affected insurer of this Agreement and to provide such insurer, as reasonably necessary, with all or any portion of a copy hereof.

Section 8.03 Claims under SpinCo Insurance Policies.

(a) At and after the Distribution, the members of each of the Parent Group and the SpinCo Group shall, subject to the terms of this Section 8.03, have the right to assert SpinCo Policy Pre-Separation Insurance Matters under the applicable SpinCo insurance policies up to the full extent of the applicable and available limits of liability of such policy subject to the terms and conditions of such policies.

(i) Members of the Parent Group shall be solely responsible for notifications, and updates to the applicable insurance companies, compliance with all policy terms and conditions, and for the handling, pursuit and collection of such claims.

(ii) Members of the Parent Group shall not, without the written consent of SpinCo, amend, modify, waive or release any rights of SpinCo under any such insurance policies and programs. SpinCo shall have primary control over any joint SpinCo Policy Pre-Separation Insurance Matters, subject to the terms and conditions of the relevant policy of insurance governing such control.

(b) Each of Parent and SpinCo shall, and shall cause each member of the Parent Group and SpinCo Group, respectively, to, reasonably cooperate with and assist the applicable member of the SpinCo Group and the Parent Group, as applicable, with respect to claims reported to insurance companies pursuant to Section 8.03(a). With respect to coverage claims or requests for benefits asserted by members of the Parent Group under the insurance policies of the SpinCo Group, SpinCo shall have the right but not the duty to monitor or associate with such claims.

(c) Notwithstanding anything contained herein, except as provided in this ARTICLE VIII, (i) nothing in this Agreement shall limit, waive or abrogate in any manner any rights of any member of the SpinCo Group to insurance coverage for any matter, whether relating to the rights of the Parent Group or otherwise and (ii) SpinCo shall retain the exclusive right to control the insurance policies of the SpinCo Group, and the benefits and amounts payable thereunder, including the right to exhaust, settle, release, commute, buy-back or otherwise resolve disputes with respect to any of such insurance policies and to amend, modify or waive any rights under any such insurance policies, notwithstanding whether any such insurance policies apply to any past, present or future Liabilities of or claims by any member of the Parent Group, including coverage claims with respect to any claim, act, omission, event, circumstance, occurrence or loss for which the Parent Group may make a claim under an insurance policy pursuant to this Section 8.03. Parent, on behalf of itself and each member of the Parent Group, hereby gives consent for SpinCo to inform any affected insurer of this Agreement and to provide such insurer, as reasonably necessary, with all or any portion of a copy hereof.

Section 8.04 Insurance Proceeds. Except as set forth on Schedule 8.04, any Insurance Proceeds received by the Parent Group for the benefit of members of the SpinCo Group or by the SpinCo Group for the benefit of members of the Parent Group shall be transferred, respectively, to the SpinCo Group (in the former case) or the Parent Group (in the latter case). Any Insurance Proceeds received for the benefit of both the Parent Group and the SpinCo Group shall be distributed pro rata based on the respective share of the underlying loss.

Section 8.05 Claims Not Reimbursed. Neither Party shall be liable to the other Party for claims, or portions of claims, not reimbursed by insurers under any policy for any reason, including coinsurance provisions, deductibles, quota share deductibles, self-insured retentions, reimbursement obligations (including under "fronted" or similar insurance policies), bankruptcy or insolvency of any insurance carrier(s), policy limitations or restrictions (including exhaustion of limits), any coverage disputes, any failure to timely file a claim by any member of the Parent Group or any member of the SpinCo Group or any defect in such claim or its processing. Nothing in this Section 8.05 shall be construed to limit or otherwise alter in any way the obligations of the Parties, including those created by this Agreement, by operation of Law or otherwise.

Section 8.06 D&O Policies. At and after the Distribution, Parent shall not, and shall cause the members of the Parent Group not to, take any action that would limit the coverage of the individuals who acted as directors or officers of SpinCo (or members of the SpinCo Group) prior to the Distribution under any directors and officers liability insurance policies or fiduciary liability insurance policies (collectively, "D&O Policies") maintained by the members of the Parent Group in respect of claims made against and known by Parent prior to the Distribution. Parent shall, and shall cause the members of the Parent Group to, reasonably cooperate with the individuals who acted as directors or officers of SpinCo (or members of the SpinCo Group) prior to the Distribution in their pursuit of any such coverage claims under such D&O Policies which could inure to the benefit of such individuals. Parent shall allow SpinCo and its agents and representatives, upon reasonable prior notice and during regular business hours, to examine the relevant D&O Policies maintained by Parent and members of the Parent Group. Parent shall provide, and shall cause other members of the Parent Group to provide, such cooperation as is reasonably requested by SpinCo in order for SpinCo to have in effect at and after the Distribution new D&O Policies with respect to claims reported at or after the Distribution including for claims

relating to acts or omissions prior to the Distribution. Each of SpinCo and Parent shall, and shall cause each member of the SpinCo Group and the Parent Group, respectively, to have in effect at and after the Distribution such D&O Policies as are appropriate in their respective judgments to cover any claims reported at or after the Distribution for which they respectively have written indemnity obligations to directors, officers and employees, including for claims relating to acts or omissions prior to the Distribution.

ARTICLE IX

FURTHER ASSURANCES AND ADDITIONAL COVENANTS

Section 9.01 Further Assurances.

(a) In addition to the actions specifically provided for elsewhere in this Agreement, but subject to the express limitations of this Agreement and of the Ancillary Agreements, each of the Parties shall, subject to Section 5.03, use reasonable best efforts, prior to, on and after the Distribution Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Laws and agreements to consummate, and make effective, the transactions contemplated by this Agreement.

(b) Without limiting the foregoing, but subject to the express limitations and other provisions of this Agreement and of the Ancillary Agreements, prior to, on and after the Distribution Date, each Party shall cooperate with the other Party, without any further consideration, but at the expense of the requesting Party: (i) to execute and deliver, or use reasonable best efforts to execute and deliver, or cause to be executed and delivered, all instruments, including any instruments of conveyance, assignment and transfer as such Party may reasonably be requested to execute and deliver by the other Party; (ii) to deliver all required notices and make, or cause to be made, all filings with, and to obtain, or cause to be obtained, all Consents of any Governmental Authority or any other Person under any permit, license, Contract or other instrument; (iii) to obtain, or cause to be obtained, any Governmental Approvals or other Consents required to effect the Spin-Off; and (iv) to take, or cause to be taken, all such other actions as such Party may reasonably be requested to take by the other Party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement, the Ancillary Agreements and any transfers of Assets or assignments and assumptions of Liabilities hereunder and the other transactions contemplated hereby.

ARTICLE X

TERMINATION

Section 10.01 Termination. This Agreement may be terminated by Parent at any time, in its sole discretion, prior to the Distribution.

Section 10.02 Effect of Termination. In the event of any termination of this Agreement prior to the Distribution, neither Party (nor any member of their Group or any of their respective directors or officers) shall have any Liability or further obligation to the other Party or any member of its Group under this Agreement or the Ancillary Agreements.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Counterparts; Entire Agreement; Corporate Power.

(a) This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

(b) This Agreement, the Ancillary Agreements and the Appendices, Exhibits and Schedules hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein. In the event of conflict or inconsistency between the provisions of this Agreement or any Master Ancillary Agreement, on the one hand, and the provisions of any Local Transfer Agreement (including any provision of a Local Transfer Agreement providing for dispute resolution mechanisms inconsistent with those provided herein), on the other hand, the provisions of this Agreement and any such Master Ancillary Agreement shall prevail and remain in full force and effect, unless otherwise stated in such Master Ancillary Agreement or required by non-waivable local Law. Each Party hereto shall, and shall cause each of its Subsidiaries to, implement the provisions of and the transactions contemplated by the Local Transfer Agreement in accordance with the immediately preceding sentence.

(c) Parent represents on behalf of itself and each other member of the Parent Group, and SpinCo represents on behalf of itself and each other member of the SpinCo Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform each of this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby; and

(ii) this Agreement and each Ancillary Agreement to which it is a party has been (or, in the case of any Ancillary Agreement, will be on or prior to the Distribution Date) duly executed and delivered by it and constitutes, or will constitute, a valid and binding agreement of it enforceable in accordance with the terms hereof or thereof.

Section 11.02 Negotiation. In the event of any claim, controversy, demand or request for relief of any kind arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or any Ancillary Agreement (unless such Ancillary Agreement expressly provides that disputes thereunder will not be subject to the resolution procedures set forth in this Article XI) or otherwise arising out of or related to this Agreement or any such Ancillary Agreement or the transactions contemplated hereby or thereby, including any Action based on contract, tort, equity, statute, regulation or constitution (collectively, "Disputes"), the Party raising the Dispute shall give written notice of the Dispute (a "Dispute Notice"), and the general counsels of the Parties (or such other individuals designated by the respective general counsels) or the executive officers designated by the Parties shall negotiate for a reasonable period of time to settle such Dispute; provided, that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed ninety (90) days (the "Negotiation Period") from the time of receipt of the Dispute Notice; provided, further, that in the event of any arbitration in accordance with Section 11.03, (x) the Parties shall not assert the defenses of statute of limitations, laches or any other defense, in each such case based on the passage of time during the Negotiation Period, and (y) any contractual time period or deadline under this Agreement or any Ancillary Agreement relating to such Dispute occurring after the Dispute Notice is received shall not be deemed to have passed until such arbitration has been resolved.

Section 11.03 Arbitration. If the Dispute has not been resolved for any reason after the Negotiation Period, such Dispute may be submitted by either Party to final and binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect (the "Rules"), except as provided in Section 11.04 or as otherwise modified herein.

(a) The arbitration shall, subject to the terms and conditions set forth in Schedule 11.03(a), be conducted using a single arbitrator selected from the list set forth on, and in accordance with the provisions of, Schedule 11.03(a).

(b) If none of the arbitrators listed on and selected in accordance with Schedule 11.03(a) is available or willing to serve, then the arbitration shall be conducted by a three-member arbitral tribunal (such three-member arbitral tribunal or single arbitrator selected pursuant to Section 11.03(a), as applicable, the "Arbitral Tribunal"). In this event, the claimant shall nominate one arbitrator in accordance with the Rules, and the respondent shall nominate one arbitrator in accordance with the Rules within twenty-one (21) days after the appointment of the first arbitrator. The third arbitrator, who shall serve as chair of the Arbitral Tribunal, shall be jointly nominated by the two party-nominated arbitrators within twenty-one (21) days after the confirmation of the appointment of the second arbitrator or such additional period as may be mutually agreed. If any arbitrator is not appointed within the time limit provided herein, such arbitrator shall be appointed by JAMS in accordance with the listing, striking and ranking procedure in the Rules. With respect to any disputes relating to EHS Liabilities, the arbitrators shall be attorneys with experience in EHS Laws or technical or scientific experts whose work relates to environmental science, remediation or pollution control issues, as appropriate to the specific disputes.

(c) The arbitration shall be held, and the award shall be rendered, in New York, New York, in the English language.

(d) For the avoidance of doubt, by submitting their Dispute to arbitration under the Rules, the Parties expressly agree that all issues of arbitrability, including all issues concerning the propriety and timeliness of the commencement of the arbitration, the jurisdiction of the Arbitral Tribunal (including the scope of this agreement to arbitrate and the extent to which a Dispute is within that scope), and the procedural conditions for arbitration, shall be finally and solely determined by the Arbitral Tribunal.

(e) Without derogating from Section 11.03(f), the Arbitral Tribunal shall have the full authority to grant any pre-arbitral injunction, pre-arbitral attachment, interim or conservatory measure or other order in aid of arbitration proceedings ("Interim Relief"). The Parties shall exclusively submit any application for Interim Relief to only: (A) the Arbitral Tribunal; or (B) prior to the constitution of the Arbitral Tribunal, an emergency arbitrator appointed in the manner provided for in the Rules (the "Emergency Arbitrator"). Any Interim Relief so issued shall, to the extent permitted by applicable Law, be deemed a final arbitration award for purposes of enforceability, and, moreover, shall also be deemed a term and condition of this Agreement subject to specific performance in Section 11.04. The foregoing procedures shall constitute the exclusive means of seeking Interim Relief; provided, however, that (i) the Arbitral Tribunal shall have the power to continue, review, vacate or modify any Interim Relief granted by an Emergency Arbitrator; and (ii) in the event an Emergency Arbitrator or the Arbitral Tribunal issues an order granting, denying or otherwise addressing Interim Relief (a "Decision on Interim Relief"), any Party may apply to enforce or require specific performance of such Decision on Interim Relief in any court of competent jurisdiction.

(f) The Arbitral Tribunal shall have the power to grant any remedy or relief that is in accordance with the terms of this Agreement or the applicable Ancillary Agreement, including specific performance and temporary or final injunctive relief, provided, however, that the Arbitral Tribunal shall have no authority or power to limit, expand, alter, amend, modify, revoke or suspend any condition or provision of this Agreement or any Ancillary Agreement, nor any right or power to award indirect, special, punitive, consequential, exemplary, enhanced or treble damages.

(g) The Arbitral Tribunal shall have the power to allocate the costs and fees of the arbitration, including reasonable attorneys' fees and expenses and costs as well as those costs and fees addressed in the Rules, between the Parties in the manner it deems fit.

(h) Arbitration under this Article XI shall be the sole and exclusive remedy for any Dispute, and any award rendered thereby shall be final and binding upon the Parties as from the date rendered. Judgment on the award rendered by the Arbitral Tribunal may be entered in any state or federal court within the State of Delaware (which courts the Parties hereby agree have jurisdiction over them to enforce any such award) and any other court having jurisdiction over the relevant Party or its Assets.

Section 11.04 Specific Performance. Subject to Section 11.02 and Section 11.03, except as provided below, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any applicable Ancillary Agreement, the affected Party shall have the right to specific performance, declaratory relief and injunctive or other equitable relief (on a permanent, emergency, temporary, preliminary or interim basis) of its

rights under this Agreement or any applicable Ancillary Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The other Party shall not oppose the granting of such relief on the basis that money damages are an adequate remedy. The Parties agree that the remedies at Law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at Law would be adequate is hereby waived. Any requirements for the securing or posting of any bond or similar security with such remedy are hereby waived. For the avoidance of doubt, the rights pursuant to this Section 11.04 shall be pursued in arbitration under Section 11.03.

Section 11.05 Treatment of Arbitration. The Parties agree that any arbitration hereunder shall be kept confidential, and that the existence of the proceeding and all of its elements (including any pleadings, briefs or other documents or evidence submitted or exchanged, any testimony or other oral submissions, and any awards) shall be deemed confidential, and shall not be disclosed beyond the Arbitral Tribunal, the Parties, their counsel, and any Person necessary to the conduct of the proceeding, except as and to the extent required by applicable Law or stock exchange rule or to defend or pursue any legal right or to the extent required for financial reporting or the audit of applicable financial statements. In the event any Party makes application to any court in connection with this Section 11.05 (including any proceedings to enforce a final award or any Interim Relief), that Party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any award or decisions of the Arbitral Tribunal or Emergency Arbitrator) to be filed under seal (other than with respect to materials already publicly available), shall oppose any challenge by any third party to such sealing, and shall give the other Party prompt (and, in any event, within one business day) notice of such challenge.

Section 11.06 No Set-Off; Payments. Except as expressly provided to the contrary in this Agreement or in any Ancillary Agreement or as otherwise mutually agreed to in writing by the Parties, (a) neither Party nor any member of such Party's Group shall have any right of set-off or other similar rights with respect to (i) amounts payable pursuant to this Agreement or any Ancillary Agreement or (ii) any other amounts claimed to be owed to the other Party or any member of its Group arising out of this Agreement or any Ancillary Agreement and (b) any amounts payable pursuant to this Agreement (including pursuant to Section 2.01(g) and Section 2.03(d)(iii)) or any Ancillary Agreement shall be settled in the manner and on the timeframes provided on Schedule 11.06.

Section 11.07 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties shall continue to provide services and honor all other commitments under this Agreement and each Ancillary Agreement during the course of dispute resolution pursuant to the provisions of Section 11.02, Section 11.03, Section 11.04 or Section 11.05 with respect to all matters not subject to such dispute resolution.

Section 11.08 Governing Law. This Agreement and any disputes relating to, arising out of or resulting from this Agreement, including to its execution, performance, or enforcement, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

Section 11.09 Assignability. Except as otherwise provided for in this Agreement, neither this Agreement nor any right, interest or obligation arising under this Agreement shall be assignable (including by means of a divisional or divisive merger or similar transaction), in whole or in part, directly or indirectly, by either Party without the prior written consent of the other Party, and any attempt to assign any rights, interests or obligations arising under this Agreement without such consent shall be void; provided, that (i) a Party may assign any or all of its rights, interests and obligations hereunder to a member of such Party's Group, so long as such assignee agrees pursuant to an agreement in writing reasonably satisfactory to the other Party to be bound by the terms of this Agreement as if named a "Party" hereto and (ii) a Party may assign this Agreement or any or all of the rights, interests and obligations hereunder in connection with a merger, divisive merger, reorganization or consolidation transaction in which such Party is a constituent party but not the surviving entity or the sale by such Party of all or substantially all of its Assets, so long as the surviving entity of such merger, reorganization or consolidation transaction or the transferee of such Assets shall assume all the obligations of the relevant Party by operation of law or pursuant to an agreement in writing, reasonably satisfactory to the other Party, to be bound by the terms of this Agreement as if named as a "Party" hereto; provided, further, that no assignment permitted by clauses (i) or (ii) of this Section 11.09 shall release the assigning Party from liability for the full performance of its obligations under this Agreement, unless agreed to in writing by the non-assigning Party. In the case of any assignment permitted by this Section 11.09, the assigning Party shall provide prompt written notice of such assignment to the non-assigning Party. Notwithstanding the foregoing, each member of the Parent Group shall be entitled to assign rights, interests and obligations under this Agreement or any Ancillary Agreement, and to be relieved of obligations hereunder and thereunder, as and to the extent provided in Section 2.07, and each Party shall cause the members of such Party's Group to consent to, and to take any other actions as may be necessary in order to make effective, any assignment contemplated by Section 2.07.

Section 11.10 Third-Party Beneficiaries. Except as expressly set forth in Section 7.10, the rights of the members of each Party's Group as set forth herein, and for the indemnification rights under this Agreement of any Parent Indemnitee or SpinCo Indemnitee in his, her or its capacity as such, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

Section 11.11 Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given (a) when delivered in person, (b) on the date received, if sent by a nationally recognized delivery or courier service, (c) upon written confirmation of receipt after transmittal by electronic mail (followed by delivery of an original via overnight courier service) or (d) upon the earlier of confirmed receipt or the fifth (5th) business day following the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Parent, to:

General Electric Company
5 Necco Street
Boston, MA 02210
Attn: [***]
[***]
[***]
Email: [***]

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Scott A. Barshay
Steven J. Williams
Email: sbarshay@paulweiss.com
swilliams@paulweiss.com

If to SpinCo, to:

GE HealthCare Technologies Inc.
500 W. Monroe Street
Chicago, IL 60661
Attn: [***]
Email: [***]

Either Party may, by notice to the other Party, change the address and identity of the Person to which such notices and copies of such notices are to be given. Each Party agrees that nothing in this Agreement shall affect the other Party's right to serve process in any other manner permitted by Law (including pursuant to the rules for foreign service of process authorized by the Hague Convention).

Section 11.12 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances, or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such arbitrator or court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

Section 11.13 Publicity. Each of Parent and SpinCo shall consult with the other and shall, subject to the requirements of Section 7.09, provide the other Party the opportunity to review and comment upon any press releases or other public statements in connection with the Spin-Off or any of the other transactions contemplated hereby and any filings with any Governmental Authority or national securities exchange with respect thereto, in each case prior to the issuance or filing thereof, as applicable (including the Information Statement, the Parties' respective Current Reports on Form 8-K to be filed on the Distribution Date, the Parties' respective Quarterly Reports on Form 10-Q filed with respect to the fiscal quarter during which the Distribution Date occurs, or if such quarter is the fourth fiscal quarter, the Parties' respective Annual Reports on Form 10-K filed with respect to the fiscal year during which the Distribution Date occurs (each such Quarterly Report on Form 10-Q or Annual Report on Form 10-K, a "First Post-Distribution Report")). Each Party's obligations pursuant to this Section 11.13 shall terminate on the date on which such Party's First Post-Distribution Report is filed with the Commission.

Section 11.14 Expenses. Except as set forth on Schedule 11.14, or as otherwise expressly provided in this Agreement or in any Ancillary Agreement, (i) all third-party fees, costs and expenses incurred by either the Parent Group or the SpinCo Group in connection with effecting the Spin-Off prior to or on the Distribution Date (but excluding, for the avoidance of doubt, any financing fees, discounts or interest payable in respect of any indebtedness incurred by SpinCo in connection with the Spin-Off), will be borne and paid by Parent and (ii) all third-party fees, costs and expenses incurred by either the Parent Group or the SpinCo Group in connection with effecting the Spin-Off following the Distribution Date, will be borne and paid by the Party incurring such fee, cost or expense. For the avoidance of doubt, this Section 11.14 shall not affect each Party's responsibility to indemnify Parent Liabilities or SpinCo Liabilities, as applicable, arising from the transactions contemplated by the Distribution.

Section 11.15 Headings. The article, section and paragraph headings contained in this Agreement, including in the table of contents of this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 11.16 Survival of Covenants. Except as expressly set forth in this Agreement, the covenants in this Agreement and the Liabilities for the breach of any obligations in this Agreement shall survive the Spin-Off and shall remain in full force and effect.

Section 11.17 Waivers of Default. No failure or delay of any Party (or the applicable member of its Group) in exercising any right or remedy under this Agreement or any Ancillary Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

Section 11.18 Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party; provided, that nothing in this Section 11.18 shall limit the provisions of Section 2.07.

Section 11.19 Interpretation. Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires. The terms "hereof," "herein," "herewith" and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all of the Schedules hereto) and not to any particular provision of this Agreement. Article, Section or Schedule references are to the Articles, Sections and Schedules of or to this Agreement unless otherwise specified. Any capitalized terms used in any Schedule to this Agreement or to any Ancillary Agreement but not otherwise defined therein shall have the meaning as defined in this Agreement or the Ancillary Agreement to which such Schedule is attached, as applicable. Any definition of or reference to any agreement, instrument or other document herein (including any reference herein to this Agreement) shall, unless otherwise stated, be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth therein, including in Section 11.18). The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified. The word "or" shall not be exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if." All references to "$" or dollar amounts are to the lawful currency of the United States of America. References herein to any Law shall be deemed to refer to such law as amended, reenacted, supplemented or superseded in whole or in part and in effect from time to time and also to all rules and regulations promulgated thereunder. Except as expressly set forth in this Agreement, the Parties (or their respective Group members) shall make, or cause to be made, any payment that is required to be made pursuant to this Agreement as promptly as practicable and without regard to any local currency constraints or similar restrictions. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provisions hereof.

[*Remainder of page left intentionally blank; signature pages follow.*]

IN WITNESS WHEREOF, the Parties have caused this Separation and Distribution Agreement to be executed as of the date first noted above by their duly authorized representatives.

GENERAL ELECTRIC COMPANY

By: /s/ Jennifer B. VanBelle
Name: Jennifer B. VanBelle
Title: Senior Vice President & Treasurer

GE HEALTHCARE HOLDING LLC

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: President & Treasurer

Exhibit 10.1

TRANSITION SERVICES AGREEMENT

BETWEEN

GENERAL ELECTRIC COMPANY

AND

GE HEALTHCARE TECHNOLOGIES INC.

DATED JANUARY 2, 2023

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS TRANSITION SERVICES AGREEMENT 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) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

TABLE OF CONTENTS

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT, dated January 2, 2023 (as amended, modified or supplemented from time to time in accordance with its terms, this "Agreement"), is made and entered into by and between General Electric Company, a New York corporation ("Parent"), and GE HealthCare Technologies Inc., a Delaware corporation ("SpinCo"). Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as in the Separation Agreement (as defined below).

RECITALS

A. WHEREAS, Parent and SpinCo have entered into that certain Separation and Distribution Agreement, dated as of November 7, 2022 (as amended, modified or supplemented from time to time in accordance with its terms, the "Separation Agreement");

B. WHEREAS, in furtherance of the transactions contemplated by the Separation Agreement, the Parties (as defined below) desire that (i) Parent shall provide or cause to be provided to SpinCo or to the other members of the SpinCo Group, as applicable (SpinCo and such other members of the SpinCo Group collectively hereinafter referred to as the "SpinCo Entities") certain services, access to systems, use of facilities and other assistance on a transitional basis and in accordance with the terms and subject to the conditions set forth herein, and (ii) SpinCo shall provide or cause to be provided to Parent or to the other members of the Parent Group, as applicable (Parent and such other members of the Parent Group collectively hereinafter referred to as the "Parent Entities") certain services, access to systems, use of facilities and other assistance on a transitional basis and in accordance with the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Certain Defined Terms. The following capitalized terms used in this Agreement shall have the meanings set forth below:

"Actual Charges" shall have the meaning set forth in Section 5.01(b).

"Additional Service" shall have the meaning set forth in Section 2.03.

"Agreement" shall have the meaning set forth in the Preamble.

"Amortization Charges" shall have the meaning set forth in Section 5.01(d).

"Amortization Termination Date" shall have the meaning set forth in Section 5.01(d).

"Collecting Party" shall have the meaning set forth in Section 5.03(a).

"Confidential Information" means any information furnished or obtained in connection with or as a result of this Agreement or performance or receipt of Services hereunder that is confidential, non-public, or proprietary about a Person, its Affiliates or any of their respective businesses, operations, clients, customers, prospects, personnel, properties, processes or products, financial, technical, commercial or other information (regardless of the form or format of the information (written, verbal, electronic or otherwise) or the manner or media in or through which it is furnished to or otherwise obtained by another Person or its Affiliates or Representatives), including all materials derived from, reflecting or incorporating, in whole or in part, any such information. "Confidential Information" shall not include information that (i) is or becomes generally available to the public through no direct or indirect act or omission by the Person receiving such information or by any of its Affiliates or Representatives; or (ii) is already available to, or is or becomes available on a non-confidential basis to, the Person receiving such information or its Affiliates or Representatives from a source (other than a Party to this Agreement or its Affiliates or Representatives) who is not prohibited from disclosing such information by any contractual, legal or fiduciary obligation.

"Data" means databases and compilations, including all data and collections of data, whether machine readable or otherwise.

"Data Protection Legislation" means all national, federal, state and local privacy, data protection or other laws and regulations applicable to the processing of Personal Information.

"Decommissioning Charges" means any and all costs incurred by the Provider of a Service in connection with the wind down of such Service to (i) terminate users, (ii) disable interfaces, (iii) decommission hardware or (iv) terminate employees or consultants.

"Disbursement" shall have the meaning set forth in Section 5.03(a).

"Disbursement Invoice" shall have the meaning set forth in Section 5.03(a).

"Facility/Facilities" shall have the meaning set forth in Section 4.02(a).

"Force Majeure Event" shall have the meaning set forth in Section 9.03.

"Indemnified Party" means a Provider Indemnified Party or a Recipient Indemnified Party.

"Local Implementing Agreement" shall have the meaning set forth in Section 3.03.

"Nonparty Affiliates" shall have the meaning set forth in Section 10.14.

"One-Time Services" shall have the meaning set forth in Section 2.07(c)

"Parent" shall have the meaning set forth in the Preamble.

"Parent Entities" shall have the meaning set forth in the Recitals.

"Parent Facilities" shall have the meaning set forth in Section 4.02(a).

"Parent Services" shall have the meaning set forth in Section 2.01(a).

"Parent Services Manager" shall have the meaning set forth in Section 2.04(a).

"Parent Transition Plan" shall have the meaning set forth in Section 2.07(b).

"Party" means Parent and SpinCo individually, and "Parties" means Parent and SpinCo collectively, and, in each case, their respective permitted successors and assigns.

"Paying Party" shall have the meaning set forth in Section 5.03(a).

"Personal Information" means any information related to an identified or identifiable natural person in or from any jurisdiction which is processed in connection with this Agreement.

"Prime Rate" means the prime rate published in the eastern edition of The Wall Street Journal or a comparable newspaper if The Wall Street Journal shall cease publishing the prime rate.

"Provider" means, with respect to a Service or Additional Service, the Party or its Affiliate providing or required to provide such Service or Additional Service under this Agreement.

"Provider Indemnified Party" shall have the meaning set forth in Section 8.01(a).

"Receipt" shall have the meaning set forth in Section 5.03(a).

"Receiving Party" shall have the meaning set forth in Section 5.03(a).

"Recipient" means, with respect to a Service or Additional Service, the Party or its Affiliate to whom such Service or Additional Service is being provided or is required to be provided under this Agreement.

"Recipient Indemnified Party" shall have the meaning set forth in Section 8.03.

"Recoveries" shall have the meaning set forth in Section 5.04(c).

"Recovery Period" shall have the meaning set forth in Section 5.04(c).

"Responsible Party" shall have the meaning set forth in Section 5.03(a).

"Schedule(s)" means the schedules attached hereto, as amended, modified or supplemented from time to time in accordance with the terms hereof.

"Separation Agreement" shall have the meaning set forth in the Recitals.

"Service Charges" shall have the meaning set forth in Section 5.01(a).

"Service Period" shall have the meaning set forth in Section 2.02.

"Services" shall have the meaning set forth in Section 2.01(b).

"Software" means all (i) computer programs, including all software implementation of algorithms, models, formulas and methodologies, whether in source code, object code, human readable form or other form; (ii) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons; and (iii) all documentation, including user manuals and other training documentation, relating to any of (i) or (ii), excluding Data.

"SpinCo" shall have the meaning set forth in the Preamble.

"SpinCo Entities" shall have the meaning set forth in the Recitals.

"SpinCo Facilities" shall have the meaning set forth in Section 4.02(a).

"SpinCo Services" shall have the meaning set forth in Section 2.01(b).

"SpinCo Services Manager" shall have the meaning set forth in Section 2.04(b).

"SpinCo Systems" shall have the meaning set forth in Section 4.01(e).

"SpinCo Transition Plan" shall have the meaning set forth in Section 2.07(a).

"Strategy" means the Service separation plan set forth on Schedule A and Schedule C.

"Systems" shall have the meaning set forth in Section 4.01.

"Termination Charges" means any and all costs, fees or expenses payable, directly or indirectly, by the Provider with respect to a Service to any unaffiliated, third-party provider as a result of the expiration of the Service Period duration or any early termination or reduction of such Service (without prejudice to Recipient's rights with respect to a Force Majeure Event and which costs, fees and expenses may include, but are not limited to, license fees and costs to provide such Service, breakage fees, early termination fees or charges, minimum volume charges with respect to terminated Services, liquidated damages and fees arising from remaining fixed costs); provided, however, that Termination Charges shall not include any Decommissioning Charges.

"TSA Dispute" shall have the meaning set forth in Section 7.01(a).

ARTICLE II
SERVICES, DURATION AND SERVICES MANAGERS

Section 2.01. Services.

(a) Upon the terms and subject to the conditions of this Agreement, Parent shall provide, or shall cause to be provided, to the SpinCo Entities the services, access to systems and use of facilities as set forth, respectively, in Schedule A and Schedule B attached hereto (collectively, the "Parent Services").

(b) Upon the terms and subject to the conditions of this Agreement, SpinCo shall provide, or shall cause to be provided, to the Parent Entities the services, access to systems and use of facilities as set forth, respectively, in Schedule C and Schedule D attached hereto (collectively, the "SpinCo Services", and collectively with the Parent Services and any Additional Services, the "Services").

(c) All Services shall be for the sole use and benefit of the relevant Recipient and its respective Affiliates.

Section 2.02. Duration of Services. Upon the terms and subject to the conditions of this Agreement, each of Parent and SpinCo shall provide (or cause to be provided) to the relevant Recipients each Service until the earliest to occur of, with respect to each such Service, (a) the expiration of the period of duration for such Service as set forth in Schedule A, Schedule B, Schedule C or Schedule D, as applicable (with respect to each Service, a "Service Period"); (b) the date on which such Service is terminated in accordance with ARTICLE IX; and (c) the date on which this Agreement is terminated in accordance with ARTICLE IX; provided, however, that to the extent that a Provider's ability to provide (or to cause to be provided) a Service is dependent on the continuation of either a Parent Service or a SpinCo Service (including continuation of access to a Facility), as the case may be, and such dependence is indicated on the applicable Schedule, the Provider's obligation to provide (or to cause to be provided) such dependent Service shall terminate automatically with the termination of such supporting Parent Service or supporting SpinCo Service, as the case may be; and provided, further, that each Recipient shall use its reasonable efforts in good faith to transition itself to a replacement service, system or facility with respect to each Service as soon as reasonably practicable prior to the end of the Service Period for each such Service.

Section 2.03. Additional Unspecified Services. If, after the date hereof, Parent or SpinCo identifies to the other in writing a service that (a) any of the Parent Entities provided to the SpinCo Business in the ordinary course of business during the six (6) month period prior to the Distribution Date that SpinCo reasonably and in good faith believes that a SpinCo Entity needs in order for the SpinCo Business to continue to operate in substantially the same manner in which the SpinCo Business operated immediately prior to the Distribution Date, and such service is not set forth on Schedule E, or (b) any of the SpinCo Entities provided to the Parent Business in the ordinary course of business during the six (6) month period prior to the Distribution Date that Parent reasonably and in good faith believes it needs in order for the Parent Business to continue to operate in substantially the same manner in which the Parent Business operated immediately prior to the Distribution Date, and such service is not set forth on Schedule F, then, in each case, SpinCo and Parent shall negotiate in good faith to provide (or cause to be provided) such requested service (each such additional service, an "Additional Service") in a manner consistent with the terms of this Agreement and at such cost and on such other terms as shall be mutually agreed by Parent and SpinCo utilizing substantially similar methodology as used to determine the pricing and terms of the most similar Services provided hereunder. Upon the mutual written agreement of the Parties, the Parties shall enter into a supplement to the applicable Schedule which shall describe in reasonable detail the nature, scope, Service Period(s), Service Charges, termination

provisions (including, if applicable, Termination Charges and Decommissioning Charges) and other terms applicable to such Additional Service in a manner similar to that in which the Services are described in the existing Schedules. Each supplement to the applicable Schedule, as agreed to in writing by the Parties, shall be deemed part of this Agreement as of the date of such agreement and the Additional Service set forth therein shall be deemed a "Service" provided under this Agreement, in each case subject to the terms and conditions of this Agreement and the relevant supplement. Notwithstanding the foregoing, (i) a Party shall have no more than three (3) months after the Distribution Date to request any Additional Services, and (ii) in no event shall a Party provide, or cause to be provided, such Additional Services for a Service Period that is (A) longer than the longest Service Period for any Service then provided for in the Schedules or (B) extends beyond the latest date permitted under any applicable Law or third-party Contract. If the Parties are unable to agree on the cost or other terms of the Additional Service, Provider shall be under no obligation to provide such requested Additional Service. Notwithstanding anything to the contrary in this Agreement but subject to each Party's compliance with Section 3.01, neither Party shall be required to perform any obligation under this Agreement that would result in the breach or violation of any applicable Law or third party Contract.

Section 2.04. Transition Services Managers.

(a) Parent hereby appoints and designates [***] to act as its initial services manager (the "Parent Services Manager"), who shall be directly responsible for coordinating and managing the delivery of the Parent Services and have authority to act on Parent's behalf with respect to all matters relating to this Agreement. The Parent Services Manager shall work with the personnel of the Parent Entities to periodically address issues and matters raised by SpinCo relating to this Agreement. Notwithstanding the requirements of Section 10.06, all communications from SpinCo to Parent pursuant to this Agreement regarding routine matters involving the Services set forth in the Schedules shall be made through the Parent Services Manager, or such other individual as specified by the Parent Services Manager in writing and delivered to SpinCo by e-mail. Parent shall notify SpinCo in writing (email being sufficient) of the appointment of a different Parent Services Manager.

(b) SpinCo hereby appoints and designates [***] to act as its initial services manager (the "SpinCo Services Manager"), who shall be directly responsible for coordinating and managing the delivery of the SpinCo Services and have authority to act on SpinCo's behalf with respect to all matters relating to this Agreement. The SpinCo Services Manager shall work with the personnel of the SpinCo Entities to periodically address issues and matters raised by Parent relating to this Agreement. Notwithstanding the requirements of Section 10.06, all communications from Parent to SpinCo pursuant to this Agreement regarding routine matters involving the Services set forth in the Schedules shall be made through the SpinCo Services Manager, or such other individual as specified by the SpinCo Services Manager in writing and delivered to Parent by e-mail. SpinCo shall notify Parent in writing (email being sufficient) of the appointment of a different SpinCo Services Manager.

Section 2.05. Steering Committee. The Parties shall establish a joint steering committee (the "Steering Committee") consisting of each Party's Services Manager and two (2) additional representatives from Parent and two (2) additional representatives from SpinCo. Each Party shall designate its representatives to the Steering Committee by written notice to the other

Party within five (5) Business Days after the Distribution Date. The Steering Committee shall be responsible for monitoring and managing all matters related to the Services, including: (i) reviewing and monitoring the completeness of the Services provided and any plans to phase out any Services per the terms of this Agreement, (ii) resolving any outstanding TSA Disputes pursuant to ARTICLE VII, (iii) reviewing and addressing any performance deficiencies, (iv) managing change requests in the scope, duration or quantity of Services and (v) facilitating the transfer of applicable licenses and other commitments from Parent Entities to SpinCo Entities in accordance with the terms set forth in the Schedules to the Agreement. The Steering Committee shall meet every other week following the Distribution Date, unless otherwise agreed by the Parties. All decisions of the Steering Committee shall be decided by majority vote of the members present, provided that such members include each Party's Service Manager and at least one (1) other representative from each Party.

Section 2.06. Limitations on Provision of Services.

(a) Notwithstanding anything to the contrary set forth in this Agreement,

(i) Parent shall not be required to provide or cause to be provided any Parent Service for use in, and SpinCo shall not use any Parent Service in or for, any business other than the SpinCo Business, and the Parent Services shall be available to SpinCo only for purposes of conducting the SpinCo Business substantially in the manner it was conducted immediately prior to the Distribution Date, and (ii) SpinCo shall not be required to provide or cause to be provided any SpinCo Service for use in or for, and Parent shall not use any SpinCo Service in or for, any business other than the Parent Business, and the SpinCo Services shall be available to Parent only for purposes of conducting the Parent Business substantially in the manner as it was conducted immediately prior to the Distribution Date.

(b) Except as expressly provided in the Separation Agreement or in any Ancillary Agreement, and unless required in connection with the performance or delivery of a Service, the SpinCo Entities shall cease using (and shall cause their employees to cease using) any Services (other than the Parent Services) made available by the Parent Entities to the SpinCo Business or their personnel prior to the date hereof, and the Parent Entities shall cease using (and shall cause their employees to cease using) any Services (other than the SpinCo Services) made available by SpinCo Entities to the Parent Business or their personnel prior to the date hereof.

Section 2.07. Migration.

(a) SpinCo shall develop a plan with the cooperation and assistance of Parent for the migration away from the Parent Entities of each Parent Service being provided to the SpinCo Entities in a smooth, efficient and risk-mitigating manner (the "SpinCo Transition Plan"). The specific transition assistance and timing thereof shall be as mutually agreed to by the Parties, acting in good faith. Parent shall provide, and shall cause the Parent Entities to provide, the SpinCo Entities with assistance to migrate each of the Parent Services to the SpinCo Entities or a successor service provider in accordance with the SpinCo Transition Plan. Such transition assistance may include providing information regarding the specific Parent Services being provided and the systems, software and data formats and data organization being used for the Parent Services, coordination and other reasonable assistance with test runs of replacement systems and processes and other reasonable access to relevant information. Prior to, and as a prior condition of, Parent

providing any such transition assistance, Parent shall provide SpinCo cost estimates of such transition assistance. The Parties shall mutually agree on such cost estimates, and SpinCo shall agree to pay the agreed-upon costs prior to any such transition assistance being required to be provided hereunder. The cost shall be applicable to the activity based on the pricing set forth in the Schedules or, if the applicable activity is not included in the Schedules, a cost model similar to the closest comparable Parent Service(s) provided hereunder.

(b) Parent shall develop a plan with the cooperation and assistance of SpinCo for the migration away from the SpinCo Entities of each SpinCo Service being provided to the Parent Entities in a smooth, efficient and risk-mitigating manner (the "Parent Transition Plan"). The specific transition assistance and timing thereof shall be as mutually agreed to by the Parties, acting in good faith. SpinCo shall provide, and shall cause the SpinCo Entities to provide, the Parent Entities with assistance to migrate each of the SpinCo Services to the Parent Entities or a successor service provider in accordance with the Parent Transition Plan. Such transition assistance may include providing information regarding the specific SpinCo Services being provided and the systems, software and data formats and data organization being used for the SpinCo Services, coordination and other reasonable assistance with test runs of replacement systems and processes and other reasonable access to relevant information. Prior to, and as a prior condition of, SpinCo providing any such transition assistance, SpinCo shall provide Parent cost estimates of such transition assistance. The Parties shall mutually agree on such cost estimates, and Parent shall agree to pay the agreed-upon costs prior to any such transition assistance being required to be provided hereunder. The cost shall be applicable to the activity based on the pricing set forth in the Schedules or, if the applicable activity is not included in the Schedules, a cost model similar to the closest comparable SpinCo Service(s) provided hereunder.

(c) Either Parent or SpinCo may request that the other Party perform one-time services ("One-Time Services") that relate to any Service set forth on Schedule A or Schedule C, as applicable. If the applicable Provider is willing and able (including without limitation after accounting for any restrictions set forth in Provider's cyber technology and risk policies) to provide One-Time Services, (i) Provider and Recipient shall mutually agree on the scope of work necessary for such One-Time Services and (ii) Provider shall deliver a price quote to Recipient for such One- Time Services. If Recipient desires to accept the quote provided by Provider, Recipient shall notify Provider of such acceptance within thirty (30) days of Provider's delivery of such quote. The One- Time Services set forth therein shall be deemed "Services" provided under this Agreement, in each case subject to the terms and conditions of this Agreement.

Section 2.08. Employee Benefit Plans, Programs or Services. Additional terms and conditions governing certain employee benefit plans, programs and services are set forth on Schedule J.

ARTICLE III
THIRD-PARTY CONSENTS AND LICENSES; INTELLECTUAL PROPERTY; LOCAL IMPLEMENTING AGREEMENTS

Section 3.01. Third-Party Consents and Licenses.

(a) With respect to any Software license or access to Data or Software-based services that are provided under, or as part of, a Service, each Recipient shall comply with the terms and conditions of the vendor/licensor applicable to such Software license or Data or Software-based Service, provided that such terms and conditions shall have been made available to such Recipient prior to the beginning of the Service Period for such Service.

(b) Except for those items listed on Schedule E, Parent shall use reasonable best efforts to obtain all material third-party consents, licenses (or other appropriate rights), sublicenses and approvals necessary for a Parent Entity to provide, or a SpinCo Entity to receive, Parent Services (including, by way of example, not by way of limitation, rights to use, duplicate and distribute third-party Software necessary for the receipt of the Parent Services); provided, however, that SpinCo shall use reasonable best efforts to notify Parent in writing of the specific types and approximate quantities of any such Software, necessary consents, licenses, sublicenses or approvals that it is aware of; provided, further, that Parent shall not be required to expend any money that is not agreed to be reimbursed by SpinCo or commence or participate in any action, suit, arbitration or proceeding by or before any Governmental Authority or offer to grant any accommodation (financial or otherwise), other than ministerial acknowledgements, to any third- party to obtain any such consent, license (or other appropriate rights), sublicense or approval; and, provided, further, that Parent shall not be required to seek broader rights or more favorable terms for SpinCo than those applicable to Parent or the SpinCo Entity, as the case may be, prior to the date hereof or as may be applicable to Parent from time to time hereafter. The Parties acknowledge and agree that there can be no assurance that Parent's efforts shall be successful or that SpinCo shall be able to obtain such licenses or rights on acceptable terms or at all and, where Parent enjoys rights under any enterprise, site or similar license grant, the Parties acknowledge that such license typically precludes partial transfers or assignments or operation of a service bureau on behalf of unaffiliated entities.

(c) Except for those items listed on Schedule F, SpinCo shall use reasonable best efforts to obtain all material third-party consents, licenses (or other appropriate rights), sublicenses and approvals necessary for a SpinCo Entity to provide, or a Parent Entity to receive, SpinCo Services (including, by way of example, not by way of limitation, rights to use, duplicate and distribute third-party Software necessary for the receipt of the SpinCo Services); provided, however, that Parent shall use reasonable best efforts to notify SpinCo in writing of the specific types and approximate quantities of any such Software, necessary consents, licenses, sublicenses or approvals that it is aware of; provided, further, that SpinCo shall not be required to expend any money that is not agreed to be reimbursed by Parent or commence or participate in any action, suit, arbitration or proceeding by or before any Governmental Authority or offer to grant any accommodation (financial or otherwise), other than ministerial acknowledgements, to any third- party to obtain any such consent, license (or other appropriate rights), sublicense or approval; and, provided, further, that SpinCo shall not be required to seek broader rights or more favorable terms for Parent than those applicable to SpinCo or the Parent Entity, as the case may be, prior to the

date hereof or as may be applicable to SpinCo from time to time hereafter. The Parties acknowledge and agree that there can be no assurance that SpinCo's efforts shall be successful or that Parent shall be able to obtain such licenses or rights on acceptable terms or at all and, where SpinCo enjoys rights under any enterprise, site or similar license grant, the Parties acknowledge that such license typically precludes partial transfers or assignments or operation of a service bureau on behalf of unaffiliated entities.

Section 3.02. Intellectual Property.

(a) As between the Parties, subject to the terms of the Separation Agreement or any Ancillary Agreements, any Intellectual Property or Technology rights owned or licensed by one Party or any of its Affiliates that is provided to the other Party or any of such other Party's Affiliates or third-party providers or third-party vendors pursuant to this Agreement shall remain the property of the Party providing such Intellectual Property or Technology rights, or the Affiliate of such Party that provides the same.

(b) Each Party, on behalf of itself and its Affiliates, hereby grants, and shall cause its permitted subcontractors to grant, to the other Party and its Affiliates, a limited, royalty- free, fully paid-up, worldwide, non-sublicensable (except to third-parties solely to the extent required for the receipt or provision, as the case may be, of any Service), non-exclusive, non- transferable license, solely for the duration of any applicable Service, to use the Intellectual Property and Technology rights owned by or licensed to such Party or any of its Affiliates, solely to the extent necessary for, as the case may be, the applicable Provider to provide the Services and the applicable Recipient to receive and use the Services. Except as expressly identified in this Section 3.02, nothing contained in this Agreement shall be deemed to grant either Party of its Affiliates, by implication, estoppel or otherwise, any license rights, ownership rights or other rights in any Intellectual Property or Technology owned by the other Party (or any Affiliate or permitted subcontractor of the other Party).

Section 3.03. Local Implementing Agreements. The Parties each recognize and agree that there may be a need to document the Services provided hereunder in various jurisdictions outside of the United States from time to time. The Parties shall enter into, or cause their respective Affiliates to enter into, local implementing agreements (each a "Local Implementing Agreement") for Services in such jurisdictions, countries or geographical regions as a Party may reasonably request from time to time. Without limiting the generality of the foregoing, should there be any conflict between any term or condition of a Local Implementing Agreement and this Agreement, the terms and conditions of this Agreement shall prevail. The Parties agree to cooperate in implementing any such Local Implementing Agreement in a manner that does not subject a Provider to income taxes in a jurisdiction other than those jurisdictions under the laws of which such Provider is organized or is, before the implementation of such Local Implementing Agreement, a tax resident.

Section 4.01. Parent Computer-Based and Other Resources.

(a) As of the date hereof, and except as otherwise expressly provided in the Separation Agreement, this Agreement or in any other Ancillary Agreement, or unless required to give effect to the terms of this Agreement or in connection with the performance, receipt or delivery of, a Service, the SpinCo Entities shall cease using and shall have no further access to, and Parent shall have no obligation to otherwise provide such access to, the Parent Entities' intranet and other owned or licensed information technology related resources, including Software, Data, networks, hardware or technology of the Parent Entities and shall have no access to, and Parent shall have no obligation to otherwise provide such access to, computer-based resources (including e-mail and access to the Parent Entities' computer networks and databases) which require a password or are available on a secured access basis. From and after the date hereof, the SpinCo Entities shall cause all of their personnel having access to the Parent Entities' intranet or such other information technology related resources, including Software (owned or licensed), Data, networks, hardware, technology or computer based resources (collectively, the "Systems") in connection with performance, receipt or delivery of a Service (i) to comply with all security guidelines (including physical security, network access, internet security, confidentiality and personal data security guidelines, policies, standards and similar requirements) of the Parent Entities (of which the Parent Entities provide the SpinCo prior written notice) and (ii) to not tamper with, compromise or circumvent any security or audit measures employed by any Parent Entity (of which the Parent Entities provide the SpinCo prior written notice); provided that, in the case of each of clauses "(i)" and "(ii)," no such prior written notice shall be required to the extent the security guidelines or security or audit measures are materially the same as those applicable immediately prior to the Distribution Date. SpinCo shall ensure that such access shall be used by such personnel only for the purposes contemplated by, and subject to the terms of, this Agreement, and such personnel shall access and use only those Systems for which SpinCo has been granted the right to access and use. SpinCo shall use reasonable best efforts to prevent unauthorized access, use, destruction, alteration or loss of information contained therein and to otherwise cooperate and fully implement this Section 4.01, including notifying its personnel of the restrictions set forth in this Agreement. Parent and SpinCo agree to use their respective reasonable best efforts to cooperate and fully implement this paragraph promptly.

(b) In the event of a cyber incident for which Parent reasonably believes the Systems have been or could be compromised by a malicious threat actor, SpinCo agrees that Parent may take all steps it deems necessary and/or advisable in its sole and absolute discretion, with or without advance notice, to remediate the cyber incident, including termination of or blocking the SpinCo Entities' and their personnel's access and connectivity to the Systems. If Parent reasonably believes any of the SpinCo Entities or their personnel has failed to comply with the security guidelines of any Parent Entity, that any unauthorized SpinCo Entity personnel has accessed the Systems, or that any personnel of a SpinCo Entity is a security concern or has engaged in activities that may lead to the unauthorized access, use, destruction, alteration or loss of data, information or Software of a Parent Entity, SpinCo agrees that Parent may terminate or block the SpinCo Entities' access and connectivity to Systems until such time as the SpinCo Entities have remedied such non-compliance in a manner satisfactory to Parent in its sole discretion. The SpinCo Entities

shall use reasonable best efforts to cooperate with Parent in investigating any apparent unauthorized access to the Systems, including providing access to the Systems to allow Parent to perform forensic analysis and any other information reasonably required by Parent to assess the scope and potential impact of a cyber incident or security concern to Parent, and shall complete all corrective actions and remediation reasonably required by Parent to contain a cyber incident and prevent a reoccurrence.

(c) SpinCo shall implement and maintain a vulnerability management program for any SpinCo-owned system operating on Parent infrastructure for so long as SpinCo receives Parent Services under this Agreement. Any vulnerabilities identified by SpinCo through its program, by a third party or by Parent shall be remediated in accordance with Table 1 in Schedule G, including the implementation of any required technology updates. If there is a disagreement between the Parties as to the Priority Rating and proper implementation of such Expected Remediation, then the Parties shall immediately discuss in good faith to agree upon the proper Priority Rating and proper implementation or remediation, and in the event there is no agreement within one hour of such discussion, then the highest priority rating shall be assigned and SpinCo or its service provider shall implement an update or remediate a vulnerability accordingly. Table 1 in Schedule G is representative of the types of Expected Remediation that may be encountered and may be updated by Parent from time to time upon notice to SpinCo. In the event SpinCo fails to update or remediate the vulnerability, SpinCo agrees that Parent may take all steps it deems necessary and/or advisable in its sole and absolute discretion, with or without advance notice, to reduce the risk to Parent from the vulnerability, including termination of or blocking the SpinCo Entities' and their personnel's access and connectivity to the Systems.

(d) Parent shall implement and maintain a vulnerability management program for any Parent-owned system operating on SpinCo infrastructure for so long as Parent receives SpinCo Services under this Agreement. Any vulnerabilities identified by Parent through its program, by a third party or by SpinCo shall be remediated in accordance with Table 1 in Schedule G, including the implementation of any required technology updates. If there is a disagreement between the Parties as to the Priority Rating and proper implementation of such Expected Remediation, then the Parties shall immediately discuss in good faith to agree upon the proper Priority Rating and proper implementation or remediation, and in the event there is no agreement within one hour of such discussion, then the highest priority rating shall be assigned and Parent or its service provider shall implement an update or remediate a vulnerability accordingly. Table 1 in Schedule G is representative of the types of Expected Remediation that may be encountered and may be updated by SpinCo from time to time upon notice to Parent. In the event Parent fails to update or remediate the vulnerability, Parent agrees that SpinCo may take all steps it deems necessary and/or advisable in its sole and absolute discretion, with or without advance notice, to reduce the risk to SpinCo from the vulnerability, including termination of or blocking the Parent Entities' and their personnel's access and connectivity to the SpinCo Systems.

(e) The terms and conditions of Section 4.01(a) and Section 4.01(b) shall apply equally (*mutatis mutandis*) to the Parent Entities' access to and use of, as well as to SpinCo's obligation to provide access to, the SpinCo Entities' intranet and other information technology related resources, including Software (owned or licensed), Data, networks, hardware, technology and computer based resources of the SpinCo Entities (the "SpinCo Systems") in connection with the provision or receipt of Services.

Section 4.02. Facilities Matters.

(a) Parent hereby grants, or shall cause the applicable Parent Entities to grant, to the applicable SpinCo Entities, a limited license to use and access space at the facilities listed in Schedule B, and to continue to use the common areas available for use by tenants or occupants at the facilities, as further described below, and certain equipment located at such facilities (including use of office security systems, badge services, fixtures and furniture) (collectively, the "Parent Facilities"), in each case for substantially the same purposes and in the same spaces as used in the SpinCo Business immediately prior to the date hereof. SpinCo hereby grants, or shall cause the applicable SpinCo Entities to grant, to the applicable Parent Entities a limited license to use and access space at certain facilities listed in Schedule D and to continue to use the common areas available for use by tenants or occupants at the facilities, as further described below, and certain equipment located at such facilities (including use of office security systems, badge services, fixtures and furniture) (collectively, the "SpinCo Facilities"), in each case for substantially the same purposes and in the same spaces as used in the Parent Business immediately prior to the date hereof. For the avoidance of doubt, at each of the Parent Facilities and the SpinCo Facilities, Parent Entities and SpinCo Entities, as the case may be, shall, in addition to providing access and the right to use such facilities, provide to the Representatives, contractors, invitees or licensees of Parent Entities and SpinCo Entities, as the case may be, substantially all ancillary services to the same extent as such services are provided by Provider immediately prior to the date hereof to its own Representatives, contractors, invitees or licensees at such facility, such as, by way of example and not limitation, badge services, reception, general maintenance, janitorial, security and telephone services, access to duplication, facsimile, printing and other similar office services environmental management services of the Facilities only (and not business operations) (subject to local Law), and use of certain common areas, including cafeteria, breakroom, restroom and other similar facilities. Unless otherwise provided in the Schedules, such ancillary services (i) shall not include research and development services or medical services and (ii) shall only include (A) in the case of security and environmental management, those services provided in connection with shared areas of a Parent Facility or a SpinCo Facility, as the case may be, it being understood that Parent or SpinCo, as applicable, shall not provide security services or environmental management to areas of its facility used only by the other Party (or security passes that permit entrance to areas of its facility used only by the other Party) and (B) in the case of maintenance services, those services historically provided that are general in nature and within the scope of customary maintenance of ordinary wear and tear and which are the responsibility of Parent or SpinCo under the terms of the applicable lease if the Parent Facility or SpinCo Facility is leased. Recipients shall only permit their authorized Representatives, contractors, invitees or licensees to use the licensed space within the SpinCo Facilities and Parent Facilities (collectively, the "Facilities"), as applicable, except as otherwise permitted by the applicable Provider in writing. Each Recipient shall, and shall cause its respective Affiliates, Representatives, contractors, invitees or licensees to, vacate the applicable Provider's Facilities at or prior to the earliest to occur of: (i) the expiration date relating to each Facility set forth in Schedule B or Schedule D; (ii) the expiration date of the lease relating to each Facility set forth in Schedule B or Schedule D; and (iii) the termination of the applicable Service pursuant to ARTICLE IX hereof, and shall deliver over to the other Party or its Affiliates, as applicable, the licensed space within the Facilities in the same repair and condition at that date as on the date hereof, ordinary wear and tear excepted and to restore the areas of the Provider's Facilities affected thereby (but only to the extent such alterations or installations were made by the Recipient after the Distribution Date).

(b) In addition to the access rights provided under Section 4.03, the Parties or their Affiliates, or the landlord in respect of any third-party lease, or any lender thereof, shall have reasonable access to their respective Facilities from time to time as reasonably necessary for the security, inspection and maintenance thereof in accordance with past practice and the terms of any third-party lease agreement, if applicable. The Parties agree to maintain commercially appropriate and customary levels (in no event less than what is required by the landlord under the relevant lease agreement) of property and liability insurance in respect of the licensed space within the Facilities they occupy and the activities conducted thereon and to be responsible for, and SpinCo shall name the Parent as an additional insured on SpinCo's general liability policies and Parent shall name SpinCo as an additional insured on Parent's general liabilities policies, but only with respect to claims from third parties alleging liability for "bodily injury" or "property damage" caused solely by the negligent acts or omissions of the named insured and not for liability arising out of the negligent acts or omissions of the additional insured. Each Party shall indemnify and hold harmless the other Party subject to and in accordance with ARTICLE VIII hereof in respect of the acts and omissions of its Representatives, contractors, invitees and licensees. Each of the Parties shall, and shall cause its Affiliates, Representatives, contractors, invitees and licensees to, comply with (i) all Laws applicable to their use or occupation of any Facility including those relating to environmental and workplace safety matters, (ii) the other Party's reasonable applicable site rules, regulations, policies and procedures applied to all parties in the Facility (a copy of which shall be made available to such Party upon its written request), and (iii) any applicable requirements of any third-party lease governing any Facility (a copy of which shall be made available to such Party upon its written request). Each Recipient shall not make, and shall cause their respective Affiliates and Representatives, contractors, invitees and licensees to refrain from making, any material alterations or improvements to the respective Facilities except with the prior written approval of the other Party or its Affiliates and the landlords of any third-party leases, as applicable and in all events in compliance with the prior sentence. Each Provider shall provide heating, cooling, electricity and other utility services for its respective Facilities substantially consistent with levels provided immediately prior to the date hereof. In the event that any third party utility services are interrupted or cease, or there is a change in the third-party provider of such utilities, the Parties will cooperatively work together to ensure that any interruption of such utility services is minimized to the extent possible. It is expressly understood and agreed, however, that for third-party leases, Provider is not in the position to render any of the services or to perform any of the obligations required hereunder if they are conditioned upon due performance by the landlord of such leases, but Provider agrees to take reasonable best efforts to ensure that such landlord performs said obligations. For the avoidance of doubt, the term "reasonable best efforts" shall not require Provider to take legal action against such landlord for its failure to so perform.

(c) The rights granted pursuant to this Section 4.02 shall be in the nature of a license and shall not create a leasehold or other estate or possessory rights in SpinCo or Parent, or their respective Affiliates, Representatives, contractors, invitees or licensees, with respect to any of the Facilities of the other Party and shall not include any right of sub-license or sub-leasehold to any unaffiliated third-party. Without limiting the foregoing, the right to management and control of any Facility shall remain with the applicable Provider.

(d) The licenses granted under this Section 4.02 are subject and subordinate to all mortgages, ground or underlying leases or subleases which may now or hereafter affect the Facilities. For the avoidance of doubt, if any license granted under this Section 4.02 would constitute a breach under the relevant lease or sublease, underlying lease or mortgage, Provider shall not be required to provide such license to Recipient and, pursuant to the foregoing, at any time after the date of this Agreement, at the request of the applicable lessor or sublessor, or as required by any mortgagee, the license with respect to the applicable Facility shall be immediately terminated and Recipient shall promptly surrender such licensed space in accordance with this Agreement, in which case Provider and Recipient shall negotiate in good faith a mutually satisfactory replacement arrangement.

Section 4.03. Access.

(a) As a condition to Parent's obligations to provide the Parent Services hereunder, the SpinCo Entities shall (i) make available on a timely basis to the Parent Entities all information and materials reasonably requested by any such Person to enable the Parent Entities to provide the Parent Services and (ii) allow Parent and its Representatives reasonable access during normal business hours (and immediately in case of an emergency) to facilities of the SpinCo Entities necessary for Parent to fulfill its obligations under this Agreement.

(b) As a condition to SpinCo's obligations to provide the SpinCo Services hereunder, the Parent Entities shall (i) make available on a timely basis to the SpinCo Entities all information and materials reasonably requested by any such Person to enable the SpinCo Entities to provide the SpinCo Services and (ii) allow SpinCo and its Representatives reasonable access during normal business hours (and immediately in case of an emergency) to facilities of Parent necessary for SpinCo to fulfill its obligations under this Agreement.

ARTICLE V
COSTS AND DISBURSEMENTS

Section 5.01. Costs and Disbursements.

(a) Except as otherwise provided in this Agreement or in the Schedules, Parent shall pay to SpinCo or its designee as specified in writing by the SpinCo Services Manager, and SpinCo shall pay to Parent or its designee as specified in writing by the Parent Services Manager, a monthly fee for the Services (or category of Services, as applicable) as provided for in the relevant Schedule or as calculated using the cost basis methodology provided for in the relevant Schedule, as applicable (each fee constituting a "Service Charge" and, collectively, "Service Charges"). During the term of this Agreement, the amount of a Service Charge for any Services (or category of Services, as applicable) shall not increase except to the extent that there is an evidenced increase after the date hereof in the costs actually incurred by Provider in providing such Services, including as a result of (i) an increase in the scope or volume of such Services being provided to Recipient (as compared to the amount of the Services underlying the determination of a Service Charge) that is (and to the extent) requested in writing by Recipient, (ii) an increase in the rates or charges imposed by Provider's service providers or any other third-party provider that is providing goods or services used in providing the Services (as compared to the rates or charges underlying a Service Charge), (iii) an increase in the ordinary course of payroll or benefits for any employees used by Provider in providing the Services, including, for the avoidance of doubt, retention payments (but only to the extent market-based), (iv) any increase in costs relating to any changes in the scope, quality, nature, duration or quantity of the Services provided or how the

Services are provided that are (and to the extent) requested in writing by Recipient (including relating to newly installed products or equipment or any upgrades to existing products or equipment) or (v) an increase in costs resulting from a reasonable change in the pricing methodology for a particular Service, provided that Provider is implementing the same change with respect to all of its businesses or divisions that utilize the Service; provided, that, with respect to the Services set forth in Schedule B or Schedule D, the foregoing clause (i) shall constitute the sole basis for any increase in Service Charges set forth in Schedule B or Schedule D. Upon reasonable determination by a Provider that a basis for the increase of a Service Charge set forth in the immediately preceding sentence exists, such Provider shall notify Recipient in writing of the basis for such increase and the amount of such increase (with such supporting documentation as Recipient may reasonably request, subject to any obligations of confidentiality to which Provider is subject, it being agreed that Provider will use reasonable best efforts to obtain any waivers or consents necessary to disclose such confidential information to Recipient, as long as Recipient agrees to keep such information confidential on customary terms), and the appropriate Schedule shall be amended to reflect such increased Service Charge and such increased Service Charge shall thereafter, from the beginning of the immediately following month, be deemed to be the Service Charge for the relevant Service hereunder. If at any time Provider believes that the Service Charges are otherwise materially insufficient to compensate it for the cost of providing the Services it is obligated to provide hereunder for reasons other than those set forth above in clauses (i) to (v), Provider shall notify Recipient and the Parties shall commence good faith negotiations toward an agreement as to the appropriate course of action with respect to pricing of such Services for future periods. If Provider and Recipient are unable to agree upon a modification for Services where Provider believes Service Charges are materially insufficient to compensate it for the cost of providing the Services, Provider may cease providing the Service, subject to the dispute resolution provisions in ARTICLE VII and the termination provisions in ARTICLE IX. For the avoidance of doubt, in no event shall Recipient be charged more than once for the same increase in Service Charges notwithstanding that such increase may result from more than one of the causes set forth in clauses (i) through (v) of the second sentence of this Section 5.01(a) or other causes.

(b) During the term of this Agreement, the amount of a Service Charge for any Services (or category of Services, as applicable) shall be decreased to the extent that there is an evidenced decrease after the date hereof in the costs actually incurred by the Provider in providing such Services as a result of (i) a decrease in the scope or volume of such Services being provided to Recipient (as compared to the amount of the Services underlying the determination of a Service Charge) that is (and to the extent) requested (in writing) by Recipient, (ii) a decrease in the rates or charges imposed by Provider's service provider or other third-party provider that is providing goods or services used by Provider in providing the Services (as compared to the rates or charges underlying a Service Charge), (iii) a decrease in the payroll or benefits for any employees used by Provider in providing the Services, (iv) any decrease in costs relating to any changes in the scope, quality, nature, duration or quantity of the Services provided or how the Services are provided that are (and to the extent) requested in writing by Recipient (including relating to newly installed products or equipment or any upgrades to existing products or equipment), or (v) a decrease in costs resulting from a reasonable change in the pricing methodology for a particular Service, provided that Provider is implementing the same change with respect to all of its businesses or divisions that utilize the Service; provided, that Provider shall promptly notify Recipient of any decrease in the amount of any Service Charge as set forth in the foregoing clauses (i) through (v), and the appropriate Schedule shall be amended to reflect such decreased Service Charge and such decreased Service Charge shall thereafter, from the beginning of the immediately following month, be deemed to be the Service Charge for the relevant Service hereunder.

(c) Except for amounts due in respect of Parent Services or SpinCo Services that prior to the date hereof have been settled through the intercompany billing system of the Parent Entities (which shall continue to be settled through such intercompany billing system for so long as the intercompany billing system is made available under this Agreement), invoicing shall take place as follows: (i) for those Services for which a flat or one-time cost is identified in the applicable Schedule, Provider shall invoice Recipient as of the Distribution Date; (ii) for those Services for which a monthly or other Service Charge is identified in the applicable Schedule, Provider shall invoice Recipient at the beginning of each month; (iii) for those Services for which reimbursable actual charges are specified in the applicable description in the Schedule ("Actual Charges"), Provider shall invoice Recipient, in arrears, for the Actual Charges incurred by Provider as indicated in the Schedule (with such supporting documentation as Recipient may reasonably request); and (iv) to the extent there are any Additional Services or One-Time Services added to the Services for which no charging methodology has been identified, the Parties shall mutually agree to the applicable charges in advance in writing. Provider shall invoice the relevant Recipient monthly in arrears for any other Services provided to such Recipient. Except as provided in the immediately following sentence, all payments by Recipients required hereunder (including for any Termination Charges or Decommissioning Charges) are due to the applicable Provider within thirty (30) calendar days of receipt of invoices therefor. For payments related to Travel & Living, Fleet, Payroll and Purchasing Card Recipient shall pay the applicable Provider in accordance with the payment process and timing in effect for such payments set forth on Schedule L. All payments for Services rendered shall be in U.S. dollars, except that to the extent consistent with past practice with respect to Services rendered outside the United States, payments may be made in local currency; provided that such payment shall be made in such amount as is determined by converting U.S. dollars using the exchange rate published on Bloomberg at 5:00pm Eastern Standard time (EST) on the day before the relevant date or in the Wall Street Journal on such date if not so published on Bloomberg. If Recipient fails to pay such amount by the required date, Recipient shall be obligated to pay to Provider, in addition to the amount due, interest at an interest rate equal to the Prime Rate, compounded monthly, accruing from the date the payment was due through the date of actual payment. As soon as reasonably practicable after receipt of any reasonable written request by Recipient, Provider shall provide Recipient with reasonably detailed data and documentation supporting the calculation of a particular Service Charge for the purpose of verifying the accuracy of such calculation.

(d) Schedule H sets forth the agreed amortization schedule and related monthly amortization charges to be paid by Recipient to Provider in respect of certain IT applications and access provided to Recipient in respect of Services ("Amortization Charges"). Recipient agrees to pay such monthly Amortization Charges (which, for the avoidance of doubt, shall be pro-rated for any partial month) as Service Charges (for all purposes hereof) from the Distribution Date until the end of the applicable amortization schedule (the "Amortization Termination Date"). If Recipient terminates an applicable Service prior to the applicable Amortization Termination Date, notwithstanding such termination, Recipient agrees that it shall continue to pay any related monthly amortization charges until the applicable Amortization Termination Date; provided, that Schedule H may provide that such related monthly amortization charges shall be paid in one lump sum payment upon the expiration or early termination of such applicable Service. Recipient's obligations under this Section 5.01(d) shall survive any termination of this Agreement.

Section 5.02. No Right to Set-Off; Right to Dispute Amounts. Recipient shall pay the full amount of Service Charges, Termination Charges and Decommissioning Charges and shall not set off, counterclaim or otherwise withhold any amount owed (or to become due and owing) to Provider under this Agreement on account of any obligation owed (or to become due and owing) by Provider or any of its Affiliates to Recipient or any of its Affiliates that has not been finally adjudicated, settled or otherwise agreed upon by the Parties in writing; provided, however, that Recipient shall be permitted to assert a set-off right with respect to any obligation that has been so finally adjudicated, settled or otherwise agreed upon by the Parties in writing against amounts owed by Recipient to Provider under this Agreement. For the avoidance of doubt, any amounts processed through Parent's intercompany billing system as a net settlement shall not be deemed a set-off. In the event Recipient in good faith disputes an intercompany billing system charge, invoice or portion thereof, Recipient shall deliver a written statement to Provider listing the disputed item(s) and providing a reasonably detailed description, including the basis, of each dispute no later than ten (10) days prior to the date payment is due. Any amounts not so disputed shall be paid by Recipient notwithstanding disputes on other items. Any dispute over amounts owed shall be resolved in accordance with ARTICLE VII.

Section 5.03. Other Costs and Disbursements.

(a) The Parties contemplate that, from time to time after the date hereof, Parent Entities or SpinCo Entities, as applicable (any such party, the "Paying Party"), as a convenience to another Parent Entity or SpinCo Entity, as applicable (the "Responsible Party"), in connection with the provision of the Services or transactions contemplated by this Agreement, may make certain payments that are properly the responsibility of the Responsible Party (whether pursuant to this Agreement or any other agreement contemplated thereby) (any such payment made, a "Disbursement," and the underlying invoice or similar documentation evidencing such obligation, a "Disbursement Invoice"). Similarly, from time to time after the date hereof, the Parent Entities or SpinCo Entities, as applicable (any such party, the "Collecting Party"), may receive from third parties certain payments to which another SpinCo Entity or Parent Entity, as applicable, is entitled (any such Party, the "Receiving Party", and any such payment received, a "Receipt"). Accordingly, with respect to Disbursements and Receipts, the Parties agree as follows:

(i) Disbursements. The Responsible Party shall pay to the Paying Party an amount equal to the amount of such Disbursement, plus any out-of-pocket costs incurred by the Paying Party related to the processing and payment of such Disbursement (including any bank charges), all of which shall be invoiced or, if applicable, settled through the intercompany billing system of the Parent Entities, in each case in accordance with Section 5.01(b). A Paying Party shall provide such Disbursement Invoices for which it is seeking reimbursement as the Responsible Party may reasonably request.

(ii) Receipts. A Collecting Party shall remit Receipts monthly in arrears to the Receiving Party in an amount equal to the aggregate amount of such Receipts minus any out-of-pocket costs incurred by the Collecting Party related to the collection and processing of such Receipts (including any bank charges), all of which shall be paid in accordance with Section 5.01(b) hereof (or deducted from any amount to be reimbursed to the Collecting Party at such time under this Agreement, if applicable).

(b) Certain Exceptions. Notwithstanding anything to the contrary set forth above in Section 5.02, if, with respect to any particular transaction(s), it is impracticable under the circumstances to comply with the procedures set forth in this Section 5.03 (including the time periods specified herein), the Parties shall cooperate to find a mutually agreeable alternative that shall achieve substantially similar economic results from the point of view of the Paying Party or the Receiving Party, as applicable, including the paying of interest at an interest rate equal to the Prime Rate on the date or the closest preceding date to the date such payment was due to the Paying Party or the Receiving Party, as applicable, for the period of time starting on the date such payment was due and ending on the date such payment is made such that the Paying Party shall not incur any material interest expense or the Receiving Party shall not be deprived of any material interest income; provided, however, that if a Collecting Party cannot comply with the procedures set forth in Section 5.03(a)(ii) because it does not become aware of a Receipt on behalf of the Receiving Party in time (e.g., because of the commingling of funds in an account), such Collecting Party shall remit such Receipt without interest thereon to the Receiving Party within ten (10) Business Days after it becomes aware of such Receipt.

(c) Following the termination of this Agreement, Section 2.03(d)(iii) of the Separation Agreement shall govern Disbursements and Receipts between the Parties.

Section 5.04. Tax Matters.

(a) Sales Tax or Other Transfer Taxes. Recipient shall bear any and all sales, use, excise, value added, indirect, goods and services, consumption, revenue, stamp, personal property, transaction and transfer taxes and other similar charges, surcharges, levies, imposts, duties, or contributions (and any related interest and penalties) imposed on, or payable with respect to, any Service Charges payable by Recipient pursuant to this Agreement. For the avoidance of doubt, this Section 5.04(a) shall not apply to, and each of the Recipient and the Provider shall pay and be responsible for, all taxes based on their respective income, profits or assets, and all other taxes not described in the previous sentence that are imposed on each of them or their respective Affiliates.

(b) Withholding Tax or Other Similar Taxes. If any withholding or deduction from any payment under this Agreement by Recipient in relation to any Service is required in respect of any taxes pursuant to any applicable Law, Recipient shall: (i) gross up the amount payable such that Provider receives an amount equal to the amount of the Service Charges in respect of that Service, net of the withholding or deduction; (ii) deduct such tax from the amount payable to Provider; (iii) timely pay the deducted amount referred to in clause (ii) to the relevant Governmental Authority (including any Taxing Authority); and (iv) promptly forward to Provider a withholding tax certificate evidencing such timely payment.

(c) Minimization and Recovery of Taxes. Provider shall use reasonable best efforts to (i) minimize the amount of taxes covered by Section 5.04(a) or required to be withheld under applicable Law by Recipient under Section 5.04(b) and (ii) to claim any available refund or credit of any taxes paid by Recipient under Section 5.04(a) or withheld by Recipient under Section 5.04(b) during the two (2) year period beginning at the end of the taxable year in which the applicable payment is made (such two (2)-year period, the "Recovery Period"). Provider shall promptly pay (or cause to be paid) to Recipient any such amounts recovered by Provider or its Affiliates (such amounts, "Recoveries") pursuant to the previous sentence; provided, that Provider shall not be obligated to pay over any such amounts until the aggregate amount of Recoveries obtained by Provider equals $200,000, in which case Provider shall pay over the full amount so recovered (and not, for the avoidance of doubt, only the portion in excess of that threshold). Provider shall, within thirty (30) days after the end of every taxable year during any Recovery Period, deliver to Recipient a certificate, executed by a tax counsel of Provider, certifying as to the amount of Recoveries received during the previous taxable year.

(d) Cooperation. Recipient and Provider shall take reasonable steps to cooperate to minimize the imposition of, and the amount of, taxes described in this Section 5.04 (including through the provision of relevant forms or other documents).

ARTICLE VI
STANDARD FOR SERVICE

Section 6.01. Standard for Service. Except as otherwise provided in this Agreement or the Schedules, Provider agrees to provide, or cause to be provided, the Services such that the nature, quality, standard of care and the service levels at which such Services are performed are no less than the nature, quality, standard of care and service levels at which substantially the same services were performed by or on behalf of Provider as of three (3) months prior to the Distribution Date (or, if not so previously provided, then substantially the same nature, quality, standard of care and service levels as those applicable to similar services performed by or on behalf of Provider as of three (3) months prior to the Distribution Date); provided, however, that, subject to Section 6.02, nothing in this Agreement shall require any (a) Parent Entity to favor any SpinCo Entity's operation of its business over any Parent Entity's own business operation or (b) SpinCo Entity to favor any Parent Entity's operation of its business over any SpinCo Entity's own business operation. For the avoidance of doubt, Provider shall only provide those Services to the extent consistent with Provider's applicable operating conditions, permits, licenses, business practices and any restrictions in any Contract with any third-party as in effect on the Distribution Date, and any changes or modifications to the foregoing, including as a result of any change in Law or requirements of any Governmental Authority, shall be considered a modification pursuant to Section 6.07. SpinCo acknowledges and agrees that certain of the Parent Services to be provided hereunder were, prior to the Distribution, performed for the Parent Entities by individuals who may no longer be employed by a Parent Entity as a result of the consummation of the transactions contemplated by the Separation Agreement. Consequently, the Parties agree to cooperate in good faith to ensure that the manner of Parent Services provided by a Parent Entity remains substantially similar to the manner in which such services were provided prior to the Distribution Date. Without limiting its obligations pursuant to this Section 6.01, Provider will not be obligated under this Agreement to (x) hire additional employees or retain specific employees or (y) purchase, lease, or license any additional software, or additional equipment or other assets.

Section 6.02. Priorities. Provider shall have the right in its sole discretion to establish priorities, as between Recipient, on the one hand, and Provider, on the other hand, as to the provision of any Service; provided, however, that Provider shall use reasonable best efforts to maintain sufficient resources to perform the Services in accordance with this Agreement. Provider shall use reasonable best efforts to promptly advise Recipient of any Services which shall be interrupted or delayed as a result of such prioritization.

Section 6.03. Level of Use. Except as otherwise expressly provided in this Agreement, Recipient's use of any Service shall not exceed the level of use required as of three (3) months prior to the Distribution Date, unless such Service was not so previously provided (as contemplated in Section 6.01), in which case Provider and Recipient shall negotiate in good faith the level of use of such Service. In no event shall any Recipient be entitled to materially increase its use of any of the Services above such level of use without the prior written consent of Provider (provided, that any material increase in use may result in an increased Service Charge in accordance with Section 5.01(a)), except for those Services that are contemplated and include Service Charges calculated on a per use basis in Schedule A.

Section 6.04. Third Parties. Subject to compliance with Section 3.01, in the event any third-party consent, waiver or approval is required for a Provider or its designees to provide any Services and such consent, waiver or approval is not obtained, the Parties shall cooperate in good faith to identify a commercially reasonable alternative to such Services. If the Parties are unable to identify such an alternative, Provider and its Affiliates shall not be obligated to provide any such Services or to obtain replacement services therefor. Except as set forth in Section 3.01, neither Provider nor its Affiliates shall be required to obtain any consent, waiver or approval of any third-party in order to provide any Services. No Provider shall be obligated to provide any Services which, if provided, would violate any third-party Contract.

Section 6.05. Maintenance. With respect to Facilities owned by Parent or SpinCo (and expressly excluding Facilities leased by Parent or SpinCo from a third-party landlord, which will be governed by the terms and provisions of the applicable lease), Provider and its Affiliates shall have the right to shut down temporarily the operation of any facilities (including the Facilities) or systems providing any Service whenever in Provider's judgment, reasonably exercised, such action is necessary or advisable for general maintenance or emergency purposes; provided that Provider shall use its reasonable best efforts to schedule non-emergency maintenance after consulting with Recipient so as to not materially disrupt the business or operations of the Recipient. Provider shall use reasonable best efforts to give Recipient advance notice of any such shutdown. With respect to the Services dependent on the operation of such facilities or systems, Provider shall be relieved of its obligations hereunder to provide such Services during the period that such facilities or systems are so shut down in compliance with this Agreement, but shall use reasonable best efforts to minimize each period of shutdown.

Section 6.06. Employee Data Acknowledgment. SpinCo shall instruct each of its employees to submit a data retention acknowledgement through a Provider process prior to any data migration from Provider's information systems, including laptop devices, to Recipient's information systems.

Section 6.07. Modifications. Provider may modify a Service (including, with respect to the cost (determined in accordance with Section 5.01), scope, timing and quality of such Service) (a) to the extent the same modification is made with respect to the entirety of Provider's provision of such Service to any of its Affiliates and any other Person to whom such Provider provides such Service; or (b) if provision of such Service is prohibited or restricted by applicable Law; provided, however, that, in such event, (i) Provider shall use its reasonable best efforts to limit the disruption to the business or operations of Recipient caused by such modification; (ii) Provider must provide notice of the modification to Recipient as soon as reasonably practicable; and (iii) Recipient may terminate such Service immediately upon notice to Provider without payment of any Termination Charges or Decommissioning Charges otherwise payable by Recipient under this Agreement with respect to such Service; provided, that in the case of a Service set forth on Schedule B or Schedule D, Recipient may terminate such Service only if such modification is material and adversely affects Recipient's use and occupancy of the Facility and, in such event, Recipient shall not be required to pay any additional Service Charges otherwise payable by Recipient under this Agreement with respect to such Service. In the event Recipient determines that it will continue to receive such modified Service it shall be responsible for any increased Service Charges. Provider's responsibilities set forth herein shall be amended as reasonably necessary to conform to any such modifications made pursuant to this Section 6.07 and Recipient shall use reasonable best efforts to comply with any such amendments. Subject to the terms in this Agreement, in providing its Services hereunder, Provider may use any information systems, hardware, software, processes and procedures it deems necessary or desirable in its reasonable discretion.

Section 6.08. Disclaimer of Warranties. Except as expressly set forth in Section 6.01 and subject to the limitations in ARTICLE VIII, the Parties acknowledge and agree that the Services are provided on an as-is, where-is basis, that each Recipient assumes all risks and liability arising from or relating to its use of and reliance upon the Services and each Provider makes no representation or warranty with respect thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, COMMERCIAL UTILITY, MERCHANTABILITY, FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE OR USE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, TIMELINESS, COMPLETENESS, THE RESULTS TO BE OBTAINED FROM SUCH SERVICES OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, AND EACH RECIPIENT, ON ITS BEHALF AND ON BEHALF OF ALL OF ITS AFFILIATES, HEREBY ACKNOWLEDGES SUCH DISCLAIMER AND RECIPIENT SPECIFICALLY DISCLAIMS THAT IT IS RELYING UPON OR HAS RELIED UPON ANY SUCH REPRESENTATION OR WARRANTY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO PROVIDER NOR ANY OF ITS AFFILIATES GUARANTEES OR WARRANTS THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY DATA OR OTHER INFORMATION PROVIDED TO ANY RECIPIENT OR ITS AFFILIATES OR ITS REPRESENTATIVES IN CONNECTION WITH THE SERVICES.

Section 6.09. Compliance with Laws and Regulations. Each Party shall be responsible for its and its Affiliates' own compliance with any and all Laws applicable to its and their performance under this Agreement. No Party or its Affiliates shall take any action in violation of any such applicable Law that would reasonably be likely to result in liability being imposed on the other Party or its Affiliates, as the case may be. No Provider shall be obligated to provide any Service which, if provided, would violate any applicable Law.

Section 6.10. No Professional Services. Notwithstanding anything to the contrary contained in this Agreement or in any Schedule hereto, neither any Provider or any of its Affiliates, nor any of its or their respective Representatives, shall be obligated to provide, or shall be deemed to be providing, any legal, regulatory, compliance, financial, payroll and benefits, accounting, treasury or tax advice or IT consulting services to any Recipient or any of its Affiliates, or any of their respective Representatives, pursuant to this Agreement or any Schedule hereto, whether as part of or in connection with the Services provided hereunder or otherwise.

Section 6.11. No Reporting Obligations. Notwithstanding anything to the contrary contained in this Agreement or in any Schedule, except to the extent required by applicable Law or to the extent it is expressly stated in a Schedule that a filing obligation exists, neither any Provider or any of its Affiliates, nor any of its or their respective Representatives, shall be obligated, pursuant to this Agreement or any Schedule, as part of or in connection with the Services provided hereunder, as a result of storing or maintaining any data referred to herein or in any Schedule hereto, or otherwise, to prepare or deliver any notification or report to any Governmental Authority (including any Taxing Authority) or other Person on behalf of Recipient or any of its Affiliates, or any of its or their respective Representatives.

ARTICLE VII
DISPUTE RESOLUTION

Section 7.01. Dispute Resolution.

(a) In the event of any dispute, controversy, claim or Action arising out of or relating to the transactions contemplated by this Agreement, or the validity, interpretation, breach or termination of any provision of this Agreement, or calculation or allocation of the costs of any Service, including indemnification claims and claims seeking redress or asserting rights under any Law, whether in contract, tort, common law, statutory law, equity or otherwise, including any question regarding the negotiation, execution or performance of this Agreement (each, a "TSA Dispute"), Parent and SpinCo agree that the Parent Services Manager and the SpinCo Services Manager (or such other people as Parent and SpinCo may designate including designation of the Steering Committee) shall negotiate in good faith in an attempt to resolve such TSA Dispute promptly and amicably. If such TSA Dispute has not been resolved to the mutual satisfaction of Parent and SpinCo within thirty (30) days after the initial notice of the TSA Dispute (or such longer period as the Parties may agree in writing), then, the General Counsel of SpinCo or his or her designee, on behalf of SpinCo, and the General Counsel of Parent or his or her designee, on behalf of Parent, shall negotiate in good faith in an attempt to resolve such TSA Dispute amicably for an additional twenty (20) days (or such longer period as the Parties may agree in writing). If, at the end of such time, such Persons are unable to resolve such TSA Dispute amicably, then such TSA Dispute shall be resolved in accordance with the dispute resolution process set forth in Sections 11.02 to 11.05 of the Separation Agreement, provided that such dispute resolution process shall not modify or add to the remedies available to the Parties under this Agreement.

(b) In any TSA Dispute regarding the amount of a Service Charge, Termination Charge, Decommissioning Charge or Amortization Charge, if after such TSA Dispute is finally adjudicated pursuant to the dispute resolution or judicial process set forth in Section 7.01(a), it is determined that the Service Charge, Termination Charge, Decommissioning Charge or Amortization Charge that Provider has invoiced Recipient, and that Recipient has paid to Provider, is greater or less than the amount that the applicable charge should have been, then (i) if it is determined that Recipient has overpaid the Service Charge, Termination Charge, Decommissioning Charge or Amortization Charge, Provider shall, within five (5) Business Days after such determination, reimburse Recipient an amount of cash equal to such overpayment, plus the Prime Rate, compounded monthly, accruing from the date of payment by Recipient to the time of reimbursement by Provider and (ii) if it is determined that Recipient has underpaid the Service Charge, Termination Charge, Decommissioning Charge or Amortization Charge, Recipient shall within five (5) Business Days after such determination reimburse Provider an amount of cash equal to such underpayment, plus the Prime Rate, compounded monthly, accruing from the date such payment originally should have been made by the Recipient to the time of reimbursement by Recipient.

ARTICLE VIII
LIMITED LIABILITY AND INDEMNIFICATION

Section 8.01. Limitation of Liability.

(a) No Provider shall have any liability in contract, tort or otherwise, for or in connection with any Services rendered or to be rendered by Provider, its Affiliates or Representatives (each, a "Provider Indemnified Party") pursuant to this Agreement, the transactions contemplated by this Agreement or any Provider Indemnified Party's actions or inactions in connection with any such Services, to Recipient or its Affiliates or Representatives, except to the extent that Recipient or its Affiliates or Representatives suffer a loss that results from such Provider Indemnified Party's gross negligence or willful misconduct in connection with such transactions, actions or inactions, or provision of such Services.

(b) Notwithstanding any other provision contained in this Agreement, no Provider Indemnified Party shall be liable for any consequential, special, incidental, indirect or punitive damages, any amount calculated based upon any multiple of earnings, book value or cash flow, or diminution in value, lost profits or similar items (including loss of revenue, business interruption, income or profits, diminution of value or loss of business reputation or opportunity or loss of customers, goodwill or use) regardless of whether such items are based in contract, breach of warranty, tort or negligence or any other theory, and regardless of whether Provider or any of its Affiliates has been advised of, knew or should have known of, anticipated or foreseen the possibility of such damages. The Parties acknowledge that the Services to be provided hereunder are subject to, and that the remedies under this Agreement are limited by, the applicable provisions of ARTICLE VI, including the limitations on representations and warranties with respect to the Services.

(c) Recipient acknowledges that Provider and its Affiliates are not in the business of providing Services of the type contemplated under this Agreement and the Services are to be provided on a temporary basis to Recipient with respect to, as the case may be, the businesses of the Parent Entities to assist with the orderly transition to SpinCo of the SpinCo Business from the Parent Entities' other businesses and operations. Accordingly, the aggregate liability and indemnification obligations of any Party and its Provider Indemnified Parties (in each case, in connection with the provision of Services by such Party and its Provider Indemnified Parties) with respect to this Agreement, the Services or the transactions contemplated by this Agreement shall not exceed, in the aggregate in the applicable calendar year, the aggregate amount of Service Charges actually paid hereunder to such Party during such calendar year.

Section 8.02. Recipient Indemnification Obligation. Each Recipient shall indemnify, defend and hold harmless each relevant Provider Indemnified Party from and against any and all losses, and shall reimburse each relevant Provider Indemnified Party for all reasonable expenses as they are incurred, whether or not in connection with pending litigation and whether or not any Provider Indemnified Party is a Party, to the extent caused by, resulting from or in connection with any of the Services rendered or to be rendered by or on behalf of such Provider pursuant to this Agreement, the transactions contemplated by this Agreement or such Provider's actions or inactions in connection with any such Services or transactions; provided, however, that such Recipient shall not be responsible for any losses of such Provider Indemnified Party to the extent that such loss is caused by, results from or arises out of or in connection with the applicable Provider's gross negligence or willful misconduct in providing any of the Services rendered or to be rendered by or on behalf of such Provider pursuant to this Agreement (including any third-party that provides any such Service pursuant to Section 10.02).

Section 8.03. Provider Indemnification Obligation. Subject to the limitations set forth in Section 8.01, each Provider shall indemnify, defend and hold harmless each relevant Recipient and its Affiliates and Representatives (each, a "Recipient Indemnified Party") from and against any and all losses, and shall reimburse each Recipient Indemnified Party for all reasonable expenses as they are incurred, whether or not in connection with pending litigation and whether or not any Recipient Indemnified Party is a Party, to the extent caused by, resulting from or arising out of or in connection with the applicable Provider's gross negligence or willful misconduct in providing any of the Services rendered or to be rendered by or on behalf of such Provider pursuant to this Agreement.

Section 8.04. Indemnification Procedure. The provisions set forth in Section 6.01 and Section 6.04 through Section 6.10 of the Separation Agreement shall apply *mutatis mutandis* to the indemnification provisions of this Agreement, with such conforming changes thereto as are necessary to apply the provisions, and preserve the effect, thereof to the terms of this Agreement.

Section 8.05. Liability for Payment Obligations. Nothing in this ARTICLE VIII shall be deemed to eliminate or limit, in any respect, Parent's or SpinCo's express obligation in this Agreement to pay Termination Charges, Decommissioning Charges or Service Charges for Services rendered in accordance with this Agreement.

Section 8.06. Exclusion of Other Remedies. The indemnification expressly provided in this ARTICLE VIII shall be the sole and exclusive monetary remedies of the Provider Indemnified Parties and the Recipient Indemnified Parties, as applicable, for any claim, loss, damage, expense or liability, whether arising from statute, principle of common or civil law, principles of strict liability, tort, contract or otherwise arising under this Agreement, or in respect of the Services or actions taken by Parties in connection with the transactions contemplated by this Agreement.

Section 8.07. Mitigation. Each Indemnified Party shall use its reasonable best efforts to mitigate any loss for which such Indemnified Party seeks indemnification under this Agreement.

ARTICLE IX
TERM AND TERMINATION; EXTENSION OF SERVICE PERIOD

Section 9.01. Term and Termination.

(a) This Agreement shall commence immediately upon the Distribution Date and shall terminate upon the earlier to occur of: (i) the last date on which either Party is obligated to provide any Service to the other Party in accordance with the terms hereof; and (ii) the mutual written agreement of the Parties to terminate this Agreement in its entirety.

(b) Without prejudice to Recipient's rights with respect to a Force Majeure Event, a Recipient may terminate this Agreement with respect to any Service, in whole (by Service line item) but not in part: (i) for any reason or no reason upon providing at least ninety (90) days' prior written notice to Provider of such termination (or such greater or smaller number of days as is provided in the Schedules) (it being understood that an early termination may result in Termination Charges being payable by Recipient under this Agreement), or (ii) if the Provider of such Service has failed to perform any of its material obligations under this Agreement with respect to such Service, and such failure shall continue to exist thirty (30) days after receipt by Provider of written notice of such failure from Recipient.

(c) A Provider may terminate this Agreement with respect to one or more Services, in whole (by Service line item) but not in part, at any time (i) if Recipient has failed to perform any of its material obligations under this Agreement relating to such Service, and such failure shall continue to exist for a period of thirty (30) days after receipt by Recipient of a written notice of such failure from Provider; or (ii) thirty (30) days after receipt by Recipient of a written notice that, after a good faith negotiation, the Parties have been unable to agree to a cost adjustment for such Service where Provider believes that the Service Charge is materially insufficient to compensate Provider for the cost of Providing the Service in accordance with Section 5.01.

(d) Both Parties may terminate this Agreement with respect to one or more Services (i) immediately upon mutual written agreement or (ii) immediately upon written notice to the other Party in the event that such other Party: (1) commences, or has commenced against it, proceedings under bankruptcy, insolvency or debtor's relief Laws or similar Laws in any other jurisdiction; (2) makes a general assignment for the benefit of its creditors; or (3) ceases operations or is liquidated or dissolved.

(e) Upon termination of this Agreement with respect to one or more Services, the relevant Schedule shall be updated to reflect any terminated Service. In the event that the effective date of the termination of any Service is a day other than the last day of a Service Period, any periodic Service Charge associated with such Service shall be pro-rated appropriately.

(f) A Recipient may from time to time request in writing a reduction or increase in part of the scope of any Service (it being understood that a reduction may result in Termination Charges being payable by Recipient under this Agreement). If requested to do so by Recipient, Provider agrees to discuss in good faith the potential reduction or increase in scope and any applicable reductions or increases to the Service Charges in light of all relevant factors including the costs and benefits to Provider of any such reductions or increases and (in the case of reductions in scope) any applicable Termination Charges. With respect to any Services that the Provider has agreed to reduce or increase, the relevant Schedule shall be updated to reflect any such agreed upon reduction or increase in the Service. For the avoidance of doubt, Provider is not obligated to reduce or increase the scope of any Services or relevant Service Charges.

Section 9.02. Effect of Termination of Services.

(a) Upon termination (for any reason including expiration of the Service Period duration) or reduction of any Service (in whole or in part) pursuant to this Agreement, (A) Parent shall bear (i) all Termination Charges, other than Termination Charges identified on Schedule A as SpinCo obligations or resulting from a change in Strategy requested by SpinCo with respect to such Service (which Termination Charges shall be borne by SpinCo), and (ii) all Decommissioning Charges, other than Decommissioning Charges identified on Schedule A as SpinCo obligations or resulting from a change in Strategy requested by SpinCo with respect to such Service (which Decommissioning Charges shall be borne by SpinCo) and (B) SpinCo shall bear all applicable Amortization Charges set forth on Schedule H; provided, however, that SpinCo shall not be under any obligation to pay any Termination Charges or Decommissioning Charges with respect to any termination of any Service by SpinCo pursuant to Section 9.01(b)(ii) or Section 9.01(d)(ii) (and, for the avoidance of doubt, any such Termination Charges shall be borne by Parent); provided, further, that SpinCo shall bear all Termination Charges or Decommissioning Charges with respect to any termination of any Service by Parent pursuant to Section 9.01(c)(i) or Section 9.01(d)(ii). All Termination Charges, Decommissioning Charges and Amortization Charges shall be invoiced and paid as provided in ARTICLE V.

(b) Upon termination of any Service pursuant to this Agreement, the Provider of the terminated Service shall have no further obligation to provide the terminated Service, and the relevant Recipient shall have no obligation to pay any future Service Charges relating to any such Service; provided that such Recipient shall remain obligated to the relevant Provider for the (i) Service Charges and other fees, costs and expenses (if any) owed and payable under the terms of this Agreement in respect of Services provided prior to the effective date of termination, including Service Charges that are billed in arrears, (ii) Amortization Charges, (iii) Termination Charges or Decommissioning Charges as invoiced by the relevant Provider to the relevant Recipient; provided, that any such Termination Charges or Decommissioning Charges must be invoiced by the relevant Provider within 180 days after the termination of a Service and (iv) solely with respect to the Services set forth on Schedule B or Schedule D, Service Charges and other fees, costs and expenses (if any) owed and payable under the terms of this Agreement for the entire duration of the Service Period of such Service; provided, that in the case of this clause (iv), Recipient shall not be under any obligation to pay any such Service Charges with respect to any Services set forth on Schedule B or Schedule D to the extent arising from and after the termination of such Services pursuant to Section 9.01(b)(ii) or Section 9.01(d)(ii) (and, for the avoidance of doubt, any such Service Charges shall be borne by Provider). Upon termination of any Service

pursuant to this Agreement, the relevant Provider shall reduce for the next monthly billing period the amount of the Service Charge for the category of Services in which the terminated Service was included (such reduction to reflect the elimination of all costs incurred in connection with the terminated service to the extent the same are not required to provide other Services to Recipient), and, upon request of Recipient, Provider shall provide Recipient with documentation or information regarding the calculation of the amount of the reduction. In connection with termination of any Service, the provisions of this Agreement not relating solely to such terminated Service shall survive any such termination. In connection with a termination of this Agreement, ARTICLE I, Section 4.02(b) (with respect to the indemnification obligations set forth therein), Section 5.01(c), Section 6.08, ARTICLE VIII (including liability in respect of any indemnifiable losses under this Agreement arising or occurring on or prior to the date of termination), this ARTICLE IX, ARTICLE X, all confidentiality obligations under this Agreement and liability for all due and unpaid Service Charges, Amortization Charges, Termination Charges and Decommissioning Charges shall continue to survive indefinitely.

Section 9.03. Force Majeure. Neither Party (nor any Person acting on its behalf) shall be liable to the other Party for any loss as a result of any delay or failure in the performance of any obligation hereunder which is due to fire, flood, war, acts of God, strikes, riots, pandemic (including delays or issues caused by the SARS-Cov-2 virus and COVID-19 disease, or measures taken by a Governmental Authority with respect thereto), Governmental Authority, or other causes beyond its reasonable control (a "Force Majeure Event"); provided that the Party so affected shall notify the other Party in writing promptly upon the onset of any Force Majeure Event, shall use reasonable best efforts to mitigate the effect of any Force Majeure Event, and notify the other Party in writing promptly upon the termination of any Force Majeure Event. In the event that a Provider is unable to provide any Service due to a Force Majeure Event, the Recipient shall be relieved of its obligation to pay for any such Service to the extent not provided (including any Termination Charges, Decommissioning Charges or Amortization Charges payable by Recipient pursuant to the terms of this Agreement); provided that a Force Majeure Event shall not relieve Recipient from its payment obligations under this Agreement with respect to the Services actually performed hereunder.

Section 9.04. Extension of Service Period. Upon ninety (90) days' advance written notice prior to the expiration of the Service Period for any Service, Recipient may request a service extension; provided, however, Provider (i) is not obligated to extend any Service and (ii) shall, in its sole and absolute discretion, not extend the Service if Recipient has past due invoice amounts outstanding at the time the Recipient requests a service extension. If for any reason, other than a Force Majeure Event, the Service Period for any Service is extended, then all Service Charges payable by the Recipient and any incremental charges incurred by Provider in providing the relevant Service during the period of the approved extension shall each be subject to (a) in the case of a Service extended from one (1) to three (3) months after the initial term, an additional twenty-five percent (25%) premium, (b) in the case of a Service extended from four (4) to six (6) months after the initial term, an additional forty percent (40%) premium, and (c) in the case of a Service extended by more than seven (7) months after the initial term, an additional fifty percent (50%) premium (in each case, with such premiums being assessed relative to the Service Charge that would otherwise be in effect immediately prior to the first of any such extension). In no event shall the aggregate term (meaning the initial term and extension period, including any extension periods previously permitted under this Agreement) exceed the lesser of (i) the maximum period permitted under any third-party agreement(s) that provides or supports the relevant Service, or (ii) a period of twenty-four (24) months after the Distribution Date, except, in the case of this clause (ii), with respect to the Services set forth on Schedule K.

ARTICLE X
GENERAL PROVISIONS

Section 10.01. Independent Contractors. Nothing contained herein is intended or shall be deemed to make any Party or its respective Affiliates the agent, employee, partner or joint venture of any other Party or its Affiliates or be deemed to provide such Party or its Affiliates with the power or authority to act on behalf of the other Party or its Affiliates or to bind the other Party or its Affiliates to any Contract, agreement or arrangement with any other individual or entity. A Provider of any Service hereunder shall act as an independent contractor and not as the agent of the Recipient in performing such Service, maintaining control over its employees, its subcontractors and their employees and complying with all withholding of income at source requirements, whether federal, state, local or foreign.

Section 10.02. Subcontractors. A Provider may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that (a) such Provider shall use the same degree of care in selecting any such subcontractor as it would if such subcontractor was being retained to provide similar services to the Provider; and (b) such Provider shall in all cases remain primarily responsible for all of its obligations hereunder with respect to the scope of the Services, the standard for Services as set forth in ARTICLE VI hereof and the content of the Services provided to the Recipient.

Section 10.03. Treatment of Confidential Information.

(a) The Parties shall not, and shall cause all other Persons providing or receiving Services or having access to Facilities hereunder not to, disclose to any other Person or use, except for purposes of this Agreement, any Confidential Information of the other Party; provided, however, that each Party may disclose Confidential Information of the other Party, to the extent permitted by applicable Law: (i) to its Representatives on a need-to-know basis in connection with the performance of such Party's obligations under this Agreement; or (ii) in order to comply with applicable Law or in response to any summons, subpoena or other legal process or formal or informal investigative demand issued to the disclosing Party in the course of any litigation, investigation or administrative proceeding. In the event that a Party becomes legally compelled (based on advice of counsel) by judicial, investigative or administrative process to disclose any Confidential Information of the other Party, such disclosing Party (to the extent legally permitted) shall provide the other Party with prompt prior written notice of such requirement, and, to the extent reasonably practicable, cooperate with the other Party (at such other Party's expense) to obtain a protective order or similar remedy to cause such Confidential Information not to be disclosed, including interposing all available objections thereto, such as objections based on settlement privilege. In the event that such protective order or other similar remedy is not obtained, the disclosing Party shall furnish only that portion of the Confidential Information that has been legally compelled and shall exercise its reasonable best efforts (at such other Party's expense) to obtain assurance that confidential treatment shall be accorded such Confidential Information. In the event that a Party becomes legally required (based on advice of

counsel) to disclose Confidential Information pursuant to stock exchange rules or securities Laws, the disclosing Party shall allow the other Party a reasonable opportunity to review and comment on the portion of such disclosure containing or reflecting Confidential Information, prior to the disclosure thereof.

(b) Each Party shall, and shall cause its Representatives to, protect the Confidential Information of the other Party by using the same degree of care to prevent the unauthorized disclosure of such Confidential Information as the Party uses to protect its own confidential information of a like nature, which shall not be less than a reasonable standard of care.

(c) Each Party shall inform its Representatives and Affiliates of the confidential nature of the information and direct them to abide by the terms hereof in advance of the disclosure of any such Confidential Information to them. Such disclosing Party shall be responsible for any breach of this Agreement by such Representatives or Affiliates, as if such Representatives or Affiliates were party hereto.

(d) Each Party shall comply with the terms and conditions of Schedule I hereto and with all applicable Laws (including state, federal and foreign privacy and Data Protection Legislation) that are or that may in the future be applicable to the provision of Services hereunder, including as related to any Personal Information.

(e) Each Party shall use reasonable best efforts to ensure that at completion of specific Services or termination of this Agreement, all access to Confidential Information of the other Party that was provided for purposes of Provider providing such Services to Recipient, including any access rights provided under Section 4.03 hereof, will be terminated, including cancellation of all user identifications and passwords related thereto, if any, and any Confidential Information of the other Party will be deleted or returned to such other Party.

Section 10.04. Further Assurances. From time to time following the Distribution, the Parties shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases and acquittances and such instruments, and shall take such reasonable actions as may be necessary or appropriate to make effective the transactions contemplated hereby as may be reasonably requested by the other Party; provided, however, that nothing in this Section 10.04 shall require either Party or its Affiliates to pay money to, commence or participate in any action or proceeding with respect to, or offer or grant any accommodation (financial or otherwise) to, any third-party following the date hereof.

Section 10.05. Rules of Construction. Interpretation of this Agreement shall be governed by the rules of construction set forth in Section 11.19 of the Separation Agreement.

Section 10.06. Notices. Except with respect to routine communications by the Parent Services Manager and the SpinCo Services Manager under Section 2.04, all notices and other communications under this Agreement shall be made in accordance with Section 11.11 of the Separation Agreement.

Section 10.07. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court or arbitrator of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances, or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

Section 10.08. Assignment. This Agreement will be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties. Except as otherwise provided for in this Agreement, neither this Agreement nor any right, interest or obligation arising under this Agreement shall be assignable, in whole or in part, directly or indirectly, by either Party without the prior written consent of the other Party, and any attempt to assign any rights, interests or obligations arising under this Agreement without such consent shall be void; provided, that (i) a Party may assign any or all of its rights, interests and obligations hereunder to a member of such Party's Group, so long as such assignee agrees pursuant to an agreement in writing reasonably satisfactory to the other Party to be bound by the terms of this Agreement as if named a "Party" hereto, (ii) a Party may assign this Agreement or any or all of its rights, interests and obligations hereunder in connection with a merger, reorganization or consolidation transaction in which such Party is a constituent party but not the surviving entity or the sale by such Party of all or substantially all of its Assets, so long as the surviving entity of such merger, reorganization or consolidation transaction or the transferee of such Assets shall assume all the obligations of the relevant Party by operation of law or pursuant to an agreement in writing, reasonably satisfactory to the other Party, to be bound by the terms of this Agreement as if named as a "Party" hereto, and (iii) a Party may assign this Agreement or any or all of its rights, interests and obligations hereunder in connection with a sale or disposition of any assets or lines of business of such Party, so long as such assignee agrees pursuant to an agreement in writing reasonably satisfactory to the other Party to be bound by the terms of this Agreement as if named a "Party" hereto; provided, that in the case of an assignment pursuant to the foregoing clause (ii) or this clause (iii), (A) the non-assigning Party shall not be required to perform any obligation under this Agreement that would result in the breach or violation of any third party Contract by such Party or its Affiliates and (B) a Party may not assign its limited license to use and access space granted pursuant to Section 4.02 at the Parent Facilities set forth on Schedule B or the SpinCo Facilities set forth on Schedule D, as applicable, without the prior written consent of the non-assigning Party; provided, further, that in the case of each of the preceding clauses, no assignment permitted by this Section 10.08 shall release the assigning Party from liability for the full performance of its obligations under this Agreement, unless agreed to in writing by the non-assigning Party. Notwithstanding the foregoing, rights and obligations of Parent under this Agreement may be assigned as and to the extent provided in the Separation Agreement.

Section 10.09. No Third-Party Beneficiaries. Except as expressly set forth herein with respect to Provider Indemnified Parties and Recipient Indemnified Parties pursuant to ARTICLE VIII, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

Section 10.10. Entire Agreement. This Agreement, the Separation Agreement, the other Ancillary Agreements and the Appendices, Exhibits and Schedules hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein. In the event of conflict or inconsistency between the provisions of this Agreement, on the one hand, and the provisions of any Local Transfer Agreement or Local Implementing Agreement (including any provision of a Local Transfer Agreement or Local Implementing Agreement providing for dispute resolution mechanisms inconsistent with those provided herein), on the other hand, the provisions of this Agreement shall prevail and remain in full force and effect. Each Party hereto shall, and shall cause each of its Subsidiaries to, implement the provisions of and the transactions contemplated by the Local Transfer Agreement or Local Implementing Agreement in accordance with the immediately preceding sentence.

Section 10.11. Amendment. Except as provided in Section 2.03, Section 5.01(a), Section 6.07, and Section 9.01, this Agreement (including all Exhibits and Schedules) may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by an authorized representative of each Party. No consent from any Indemnified Party under ARTICLE VIII (in each case other than the Parties) shall be required to amend this Agreement. Nothing in this Agreement will constitute an amendment to any plan or program sponsored by Parent, and no Parent plan or program will be amended absent a separate written amendment that complies with the plan's or program's amendment procedures.

Section 10.12. Waiver. No failure or delay of any Party (or the applicable member of its Group) in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

Section 10.13. Governing Law. This Agreement, and any TSA Dispute, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof. The Provider shall cause the Provider Indemnified Parties, and the Recipient shall cause the Recipient Indemnified Parties, to comply with the foregoing and with Section 7.01 as though such Indemnified Parties were a Party to this Agreement.

Section 10.14. Non-Recourse. All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly limited to) the entities that are expressly identified as Parties to this Agreement. No Person who is not a Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any Party, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing ("Nonparty Affiliates"), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to, this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Party hereby waives and releases all such liabilities, claims, causes of action, and obligations against any such Nonparty Affiliates.

Section 10.15. Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ Jennifer B. VanBelle
Name: Jennifer B. VanBelle
Title: Senior Vice President & Treasurer

GE HEALTHCARE TECHNOLOGIES INC.

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Senior Vice President

Exhibit 10.2

TAX MATTERS AGREEMENT

by and between

GENERAL ELECTRIC COMPANY

and

GE HEALTHCARE TECHNOLOGIES INC.

Dated as of January 2, 2023

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS TAX MATTERS AGREEMENT 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) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

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TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (including the schedules hereto, this "Agreement"), is entered into as of January 2, 2023 between General Electric Company, a New York corporation ("Parent"), and GE HealthCare Technologies Inc., a Delaware corporation ("SpinCo" and, together with Parent, the "Parties").

R E C I T A L S

WHEREAS, the board of directors of Parent has determined that it is appropriate, desirable and in the best interests of Parent and its stockholders to separate the Parent Business from the SpinCo Business in the manner described in the Separation and Distribution Agreement, dated as of November 7, 2022, between the Parties (such agreement, as amended, the "Separation Agreement" and such separation the "Separation") and, following the Separation, to undertake the Distribution;

WHEREAS, SpinCo has been incorporated for these purposes and has not engaged in activities except those incidental to its formation and in preparation for the Distribution;

WHEREAS, Parent has effected or will effect certain restructuring transactions for purposes of aggregating the SpinCo Business in the Parent Group prior to the Distribution (collectively, the "Restructuring") and in connection therewith, shall undertake the Contribution pursuant to which, SpinCo shall (i) issue to Parent shares of SpinCo Common Stock and the SpinCo Securities and (ii) pay to Parent the SpinCo Debt Proceeds Distribution;

WHEREAS, following the Distribution, Parent may retain up to 19.9% of the outstanding SpinCo Common Stock (the "Retained Stock") and transfer all or a portion of such Retained Stock to Parent creditors in a Debt-for-Equity Exchange or, based on market and general economic conditions and sound business judgment (i) distribute such Retained Stock pro rata to its public common shareholders (a "Clean-Up Spin"), or pursuant to an exchange offer in redemption of public common shares (a "Clean-Up Split" and a Clean-Up Split or a Clean-Up Spin, a "Subsequent Distribution"), or (ii) at any time following the Distribution Date sell the Retained Stock in one or more public or private sales;

WHEREAS, Parent intends to effect the Spin-Off Transaction in a transaction that is intended to qualify as tax-free for U.S. federal income tax purposes under Sections 368(a)(1)(D), 355 and 361(c) of the Code;

WHEREAS, certain members of the Parent Group, on the one hand, and certain members of the SpinCo Group, on the other hand, file certain Tax Returns on a consolidated, combined or unitary basis for certain federal, state, local and Non-U.S. Tax purposes; and

WHEREAS, the Parties desire to (a) provide for the payment of Tax Liabilities and entitlement to refunds thereof, allocate responsibility for, and cooperation in, the filing of Tax Returns, and provide for certain other matters relating to Taxes and (b) set forth certain covenants and indemnities relating to the preservation of the Intended Tax Treatment of the Transactions.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 General. For the purposes of this Agreement, the following terms shall have the following meanings:

"Accounting Firm" shall have the meaning set forth in Section 9.1.

"Active Business" shall mean any business relied on to satisfy (i) the active trade or business requirement of Section 355(b) of the Code (taking into account Section 355(b)(3) of the Code) or (ii) the continuity of business enterprise requirements under Treasury Regulations Section 1.355-3 and Treasury Regulations Section 1.368-1(d), to the extent identified as such in the Tax Materials.

"Adjustment" shall mean an adjustment of any item of income, gain, loss, deduction, credit or any other item affecting Taxes of a taxpayer pursuant to a Final Determination.

"Affiliate" shall have the meaning set forth in the Separation Agreement.

"Agreement" shall have the meaning set forth in the preamble hereto.

"Ancillary Agreements" shall have the meaning set forth in the Separation Agreement.

"Capital Stock" shall mean classes or series of capital stock of a Person, including (i) common stock, (ii) all options, warrants and other rights to acquire such capital stock and (iii) all instruments properly treated as stock in such Person for U.S. federal income tax purposes.

"Chosen Court Claim" shall have the meaning set forth in Section 9.5.

"Chosen Courts" shall have the meaning set forth in Section 9.5.

"Clean-Up Spin" shall have the meaning set forth in the recitals hereto.

"Clean-Up Split" shall have the meaning set forth in the recitals hereto.

"Code" shall mean the U.S. Internal Revenue Code of 1986.

"Controlling Party" shall mean, with respect to a Tax Contest, the Party entitled to control such Tax Contest pursuant to Section 6.2, Section 6.3 or Section 6.4.

"Contribution" shall have the meaning set forth in the Separation Agreement.

"Debt-for-Debt Exchange" shall have the meaning set forth in the definition of Intended Tax Treatment herein.

"Debt-for-Equity Exchange" shall have the meaning set forth in the definition of Intended Tax Treatment herein.

"Delayed Asset" shall have the meaning set forth in the Separation Agreement.

"Dispute" shall have the meaning set forth in Section 9.2.

"Distribution" shall have the meaning set forth in the Separation Agreement.

"Distribution Date" shall have the meaning set forth in the Separation Agreement.

"Distribution Taxes" shall mean any Taxes incurred solely as a result of the failure of any of the Transactions to qualify for the Intended Tax Treatment of such Transaction.

"Due Date" shall mean (a) with respect to a Tax Return, the date (taking into account all valid extensions) on which such Tax Return is required to be filed under applicable Tax Law or, in the case of a Joint Return for a U.S. jurisdiction filed by Parent pursuant to Section 2.1(a), such earlier date on which such Tax Return is filed as determined by Parent in its sole and absolute discretion, and (b) with respect to a payment of Taxes, the date on which such payment is required to be made, which shall in any case be no later than the payment date required to avoid the incurrence of interest, penalties and additions to Tax.

"EMA" shall have the meaning set forth in the Separation Agreement.

"Final Determination" shall mean the final resolution of any Tax Liability, which resolution may be for a specific issue or adjustment or for a Tax Period, (a) by IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the Laws of a state, local or non-U.S. taxing jurisdiction, except that a Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of Law) the right of the taxpayer to file a claim for Refund or the right of the Taxing Authority to assert a further deficiency in respect of such issue or adjustment or for such Tax Period (as the case may be); (b) by a decision, judgment, decree or other order by a court of competent jurisdiction, which has become final and unappealable; (c) by a closing agreement or accepted offer in compromise under Section 7121 or Section 7122 of the Code, or a comparable agreement under the Laws of a state, local or non-U.S. taxing jurisdiction; (d) by any allowance of a Refund, but only after the expiration of all periods during which such Refund may be recovered (including by way of offset) by the jurisdiction imposing such Tax; (e) by a final settlement resulting from a competent authority proceeding or determination; or (f) by any other final disposition, including by reason of the expiration of the applicable statute of limitations or by mutual agreement of the parties.

"Gain Recognition Agreement" shall mean any agreement to recognize gain that is described in Treasury Regulations Section 1.367(a)-8(i) which is entered into in connection with the Transactions and (ii) to which any member of the Parent Group or the SpinCo Group is a party.

"Group" shall mean either the Parent Group or the SpinCo Group, as the context requires.

"Indemnifying Party" shall have the meaning set forth in Section 5.2.

"Indemnitee" shall have the meaning set forth in Section 5.2.

"Intended Tax Treatment" shall mean (x) the qualification of (i) the Contribution (and Parent's receipt or deemed receipt of the SpinCo Common Stock, the SpinCo Securities and SpinCo Debt Proceeds Distribution in connection therewith), the Distribution and any Subsequent Distributions, taken together, as a reorganization described in Sections 368(a)(1)(D) and 355(a) of the Code, with each of Parent and SpinCo being a party to the reorganization, in which no income or gain is recognized by Parent, SpinCo, the Parent Group, the SpinCo Group or the holders of Parent Common Stock pursuant to Sections 355, 361 and 1032 of the Code, other than in respect of intercompany items or excess loss accounts taken into account pursuant to the Treasury Regulations promulgated pursuant to Section 1502 of the Code, (ii) the Distribution and any Subsequent Distributions as transactions in which the stock distributed thereby is "qualified property" for purposes of Sections 355(c) and 361(c) of the Code (and neither Section 355(d) nor Section 355(e) of the Code causes such stock to be treated as other than "qualified property" for such purposes), (iii) any transfer, following the Distribution, by Parent of SpinCo Securities to Parent creditors in satisfaction of certain Parent obligations (any such transfer, a "Debt-for-Debt Exchange") as a transfer of "qualified property" to creditors of Parent in connection with the reorganization within the meaning of Section 361(c) of the Code and (iv) any transfer, following the Distribution, by Parent of Retained Stock to Parent creditors in satisfaction of certain Parent obligations (any such transfer, a "Debt-for-Equity Exchange") as a transfer of "qualified property" to creditors of Parent in connection with the reorganization within the meaning of Section 361(c) of the Code and (y) the qualification of each of the Transactions undertaken pursuant to the Restructuring identified on Schedule B for the tax treatment specified for such Transaction therein under applicable Tax Law. The term "Intended Tax Treatment" will, as applicable, also include the qualification of each transaction described in clauses (x) and (y) above under comparable provisions of state or local Tax Law, or, in the case of clause (y), Non-U.S. Tax Law.

"IRS" shall mean the United States Internal Revenue Service or any successor thereto, including its agents, representatives, and attorneys.

"IRS Ruling" shall mean any U.S. federal income tax ruling and any supplements thereto issued to Parent by the IRS in connection with the Transactions.

"IRS Ruling Request" shall mean the letter filed by Parent with the IRS requesting a ruling regarding certain tax consequences of the Transactions and any amendment or supplement to such ruling request letter.

"Joint Return" shall mean any Tax Return that includes, by election or otherwise, one or more members of the Parent Group together with one or members of the SpinCo Group.

"Law" shall have the meaning set forth in the Separation Agreement.

"Negotiation Period" shall have the meaning set forth in Section 9.1.

"Non-Controlling Party" shall mean, with respect to a Tax Contest, the Party that is not entitled to (or elects not to) control such Tax Contest pursuant to Section 6.2, Section 6.3 or Section 6.4.

"Non-U.S. Tax" shall mean any Tax imposed by any non-U.S. country or any possession of the United States, or by any political subdivision of any non-U.S. country or possession of the United States.

"Notified Action" shall have the meaning set forth in Section 4.3(a).

"Parent" shall have the meaning set forth in the preamble hereto.

"Parent Business" shall have the meaning set forth in the Separation Agreement.

"Parent Common Stock" shall have the meaning set forth in the Separation Agreement.

"Parent Group" shall have the meaning set forth in the Separation Agreement.

"Parent Separate Return" shall mean any Tax Return of or including any member of the Parent Group (including any consolidated, combined, or unitary return) that does not include any member of the SpinCo Group.

"Parties" shall have the meaning set forth in the preamble hereto.

"Past Practices" shall have the meaning set forth in Section 3.5.

"Person" shall have the meaning set forth in the Separation Agreement.

"Post-Distribution Period" shall mean any Tax Period (or portion thereof) beginning after the Distribution Date, including, for the avoidance of doubt, the portion of any Straddle Period with respect to the Distribution Date beginning after the Distribution Date.

"Post-Distribution Ruling" shall have the meaning set forth in Section 4.2(c).

"Pre-Distribution Period" shall mean any Tax Period (or portion thereof) ending on or before the Distribution Date, including, for the avoidance of doubt, the portion of any Straddle Period with respect to the Distribution Date ending at the end of the day on the Distribution Date.

"Preparing Party" shall have the meaning set forth in Section 3.3.

"Privilege" shall mean any privilege that may be asserted under applicable Law, including any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the accountant-client privilege and any privilege relating to internal evaluation processes.

"Prohibited Acts" shall mean any act or failure to act by SpinCo described in Section 4.2(a) or Section 4.2(b) (regardless of whether the conditions set forth in Section 4.2(c) are satisfied).

"Proposed Acquisition Transaction" shall mean a transaction or series of transactions (or any agreement, understanding or arrangement within the meaning of Section 355(e) of the Code and Treasury Regulations Section 1.355-7, or any other regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by SpinCo management or shareholders, is a hostile acquisition, or otherwise, as a result of which SpinCo (or any successor thereto) would merge or consolidate with any other Person or as a result of which one or more Persons would (directly or indirectly) acquire, or have the right to acquire, from SpinCo (or any successor thereto) and/or one or more holders of SpinCo Capital Stock, respectively, any amount of stock of SpinCo, that would, when combined with any other direct or indirect changes in ownership of the stock of SpinCo pertinent for purposes of Section 355(e) of the Code and the Treasury Regulations promulgated thereunder, comprise forty percent (40%) or more of (i) the value of all outstanding shares of SpinCo as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series, or (ii) the total combined voting power of all outstanding shares of voting stock of SpinCo as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (i) the adoption by SpinCo of a customary shareholder rights plan or (ii) issuances by SpinCo that satisfy Safe Harbor VIII (relating to acquisitions in connection with a person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulations Section 1.355-7(d). For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. This definition and the application thereof are intended to monitor compliance with Section 355(e) of the Code and the Treasury Regulations promulgated thereunder and shall be interpreted and applied accordingly. Any clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated in this definition and its interpretation.

"Refund" shall mean any refund, reimbursement, offset, credit or other similar benefit in respect of Taxes (including any overpayment of Taxes that can be refunded or, alternatively, applied against other Taxes payable), including any interest paid on or with respect to such refund of Taxes; provided, however, that the amount of any refund of Taxes shall be net of any costs and expenses (including Taxes imposed by any Taxing Authority) related to, or attributable to, the receipt of or accrual of such refund (including any Taxes imposed by way of withholding or offset).

"Representation Letters" shall mean the representation letters of officers of Parent and/or SpinCo provided to any law or accounting firm in connection with any Tax Opinion issued in connection with the Transactions.

"Responsible Party" shall mean, with respect to any Tax Return, the Party having responsibility for preparing and filing such Tax Return pursuant to this Agreement.

"Restricted Period" shall mean the period beginning on the Distribution Date and ending on the two (2)-year anniversary of the day after the Distribution Date.

"Restructuring" shall have the meaning set forth in the recitals hereto.

"Retained Stock" shall have the meaning set forth in the recitals hereto.

"Reviewing Party" shall have the meaning set forth in Section 3.3.

"Section 4.2(b)(v) Acquisition Transaction" shall have the meaning set forth in Section 4.2(b)(v).

"Separate Return" shall mean a Parent Separate Return or a SpinCo Separate Return, as the case may be.

"Separation" shall have the meaning set forth in the recitals hereto.

"Separation Agreement" shall have the meaning set forth in the recitals hereto.

"Spin-Off Transaction" shall mean the Contribution, the Distribution, the deployment by Parent of the proceeds of the SpinCo Debt Proceeds Distributions, any Subsequent Distributions, any Debt-for-Debt Exchange and any Debt-for-Equity Exchange, taken together.

"SpinCo" shall have the meaning set forth in the preamble hereto.

"SpinCo Business" shall have the meaning set forth in the Separation Agreement.

"SpinCo Capital Stock" means the Capital Stock of SpinCo, including the SpinCo Common Stock.

"SpinCo Common Stock" shall have the meaning set forth in the Separation Agreement.

"SpinCo Debt Proceeds Distribution" shall have the meaning set forth in the Separation Agreement.

"SpinCo Disqualifying Action" shall mean (a) any action (or the failure to take any action) by any member of the SpinCo Group after the Distribution (including entering into any agreement, understanding or arrangement or any negotiations with respect to any transaction or series of transactions), (b) any event (or series of events) after the Distribution involving the SpinCo Capital Stock or any stock or assets of any member of the SpinCo Group or (c) any breach by any member of the SpinCo Group after the Distribution of any representation, warranty or covenant made by them in this Agreement, that, in each case, would adversely affect, jeopardize or prevent the Intended Tax Treatment; provided, however, that the term "SpinCo Disqualifying Action" shall not include any action required by the Separation Agreement or any Ancillary Agreement (other than this Agreement) or that is undertaken pursuant to the Separation or the Distribution.

"SpinCo Group" shall have the meaning set forth in the Separation Agreement.

"SpinCo Securities" shall have the meaning set forth in the Separation Agreement.

"SpinCo Separate Return" shall mean any Tax Return of or including any member of the SpinCo Group (including any consolidated, combined, or unitary return) that does not include any member of the Parent Group.

"State Tax" shall mean any Tax imposed by any State of the United States or by any political subdivision of any such State.

"Straddle Period" shall mean any Tax Period beginning on or before the Distribution Date and ending after the Distribution Date.

"Subsequent Distribution" shall have the meaning set forth in the recitals hereto.

"Subsidiary" shall have the meaning set forth in the Separation Agreement.

"Tax" or "Taxes" shall mean (i) all taxes, charges, fees, duties, levies, imposts, rates or other assessments or charges of any kind imposed by any Taxing Authority, including income, gross income, gross receipts, profits, employment, estimated, excise, severance, stamp, occupation, premium, windfall profits, environmental, custom duties, property, sales, use, license, lease, capital stock, transfer, import, export, franchise, registration, payroll, withholding, social security, workers' compensation, unemployment, disability, ad valorem, service, value-added, alternative or add-on minimum, estimated, unclaimed property or escheat, or other taxes, whether disputed or not, and including any fee, assessment, duty, or other charge in the nature of or in lieu of any tax, and including any interest, penalties, charges or additions to tax or additional amounts in respect of the foregoing, (ii) liability for the payment of any amount of the type described in clause (i) above arising as a result of being (or having been) a member of any consolidated, combined, unitary or similar group or being (or having been) included or required to be included in any Tax Return related thereto and (iii) liability for the payment of any amount of the type described in clause (i) or (ii) above as a result of any express or implied obligation to indemnify or otherwise assume or succeed to the liability of any other Person. For the avoidance of doubt, Tax includes any increase in Tax as a result of a Final Determination.

"Tax Advisor" shall mean a U.S. Tax counsel or other Tax advisor of recognized national standing acceptable to Parent, in its sole and absolute discretion.

"Tax Advisor Dispute" shall have the meaning set forth in Section 9.1.

"Tax Advisor Dispute Notice" shall have the meaning set forth in Section 9.1.

"Tax Attribute" shall mean net operating losses, capital losses, research and experimentation credit carryovers, investment tax credit carryovers, earnings and profits, foreign tax credit carryovers, overall foreign losses, overall domestic losses, previously taxed earnings and profits, separate limitation losses and any other losses, deductions, credits or other comparable items that could affect a Tax Liability for a past, current or future Tax Period, other than the basis or adjusted basis of any property or any depreciation, amortization or other deductions or offsets attributable thereto.

"Tax Benefit" shall mean any reduction in Taxes paid or payable actually realized by a Person as a result of any loss, deduction, Refund, credit, offset or other Tax Item.

"Tax Contest" shall have the meaning set forth in Section 6.1.

"Tax Item" shall mean any item of income, gain, loss, deduction, or credit.

"Tax Law" shall mean the law of any Taxing Authority or political subdivision thereof relating to any Tax.

"Tax Liability" shall mean any liability or obligation for Taxes.

"Tax Materials" shall have the meaning set forth in Section 4.1(a).

"Tax Matter" shall have the meaning set forth in Section 7.1(a).

"Tax Opinion" shall mean any written opinion or memorandum of any law or accounting firm, regarding certain tax consequences of certain transactions executed as part of the Transactions.

"Tax Period" shall mean, with respect to any Tax, the period for which the Tax is reported or required to be reported as provided under the Code or other applicable Tax Law.

"Tax Records" shall have the meaning set forth in Section 8.1.

"Tax Related Costs and Expenses" shall mean, with respect to Taxes, all accounting, legal and other professional fees, and court costs incurred in connection with such Taxes, as well as any other out-of-pocket costs incurred in connection with such Taxes.

"Tax Related Losses" shall mean (i) Tax Related Costs and Expenses and (ii) with respect to Taxes, all costs, expenses and damages associated with stockholder litigation or controversies and any amount paid by Parent (or any of its Affiliates) or SpinCo (or any of its Affiliates) in respect of the liability of shareholders, whether paid to shareholders or to the IRS or any other Taxing Authority, in each case, resulting from the failure of any of the Transactions to qualify for the Intended Tax Treatment or the defense against any challenge by the IRS or any other Taxing Authority to the Intended Tax Treatment of any Transaction, even if such Transaction ultimately is determined to so qualify.

"Tax Return" shall mean any return, report, certificate, form or similar statement or document (including any related supporting information or schedule attached thereto and any information return, amended tax return, claim for refund or other adjustment or declaration of estimated tax) supplied to or filed with, or required to be supplied to or filed with, a Taxing Authority, or any bill for or notice related to ad valorem or other similar Taxes received from a Taxing Authority, in each case, in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

"Taxing Authority" shall mean any governmental authority or any subdivision, agency, commission or entity thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax (including the IRS).

"Transaction Related Tax Contest" shall mean any Tax Contest in which the IRS, another Taxing Authority or any other party asserts a position that could reasonably be expected to (a) adversely affect, jeopardize or prevent (i) the Intended Tax Treatment of the Spin-Off Transaction or (ii) the Intended Tax Treatment of any other Transaction as set forth in a Tax Opinion or an IRS Ruling (or, if not set forth in a Tax Opinion or an IRS Ruling, as set forth in Schedule B) or (b) otherwise affect the amount of Taxes imposed with respect to any of the Transactions, as determined in each case by Parent, in its sole and absolute discretion.

"Transaction Taxes" shall mean all Taxes (including Taxes imposed on any member of the Parent Group under Sections 951 or 951A of the Code) imposed on or with respect to the Transactions other than any Taxes resulting from the failure of any of the Transactions to qualify for the Intended Tax Treatment, as determined by Parent in its sole and absolute discretion.

"Transactions" shall mean the Separation (including the Restructuring and the Contribution), the Distribution, any Subsequent Distribution, any Debt-for-Debt Exchange, any Debt-for-Equity Exchange and any related transactions.

"Treasury Regulations" shall mean the regulations promulgated from time to time under the Code as in effect for the relevant Tax Period.

"Unqualified Tax Opinion" shall mean an unqualified "will" opinion of a Tax Advisor, and on which Parent may rely, to the effect that a transaction will not affect the Intended Tax Treatment or otherwise cause any Transaction to fail to qualify for the Intended Tax Treatment; provided, that, any tax opinion obtained in connection with a proposed acquisition of SpinCo Capital Stock entered into during the Restricted Period shall not qualify as an Unqualified Tax Opinion unless such tax opinion concludes that such proposed acquisition will not be treated as "part of a plan (or series of related transactions)," within the meaning of Section 355(e) of the Code and the Treasury Regulations promulgated thereunder, that includes the Distribution; provided, further, that any such opinion must assume that the Contribution and the Distribution, taken together, would have qualified for the Intended Tax Treatment if the transaction in question did not occur.

ARTICLE II – PAYMENTS AND TAX REFUNDS

2.1 Responsibility for SpinCo Group Taxes and Certain Parent Group Taxes. Except as otherwise expressly provided in this Agreement (including Schedule A):

(a) Parent shall be responsible for all Taxes (i) of the SpinCo Group for any Pre-Distribution Period shown on any Joint Return for a U.S. jurisdiction, provided, that, in the case of any Straddle Period Parent shall be responsible for such Taxes only to the extent allocated to Parent pursuant to Section 2.3; (ii) of any non-U.S. member of the SpinCo Group for any Pre-Distribution Period shown on any Joint Return or SpinCo Separate Return (in each case, other than a non-income Tax Return) for a non-U.S. jurisdiction to the extent such Taxes are not attributable to the SpinCo Business; (iii) of the SpinCo Group for any Pre-Distribution Period shown on any non-income Tax Return to the extent attributable to the Parent Business; (iv) imposed under Treasury Regulations Section 1.1502-6 or under any comparable or similar provision of state, local or non-U.S. Law on any member of the SpinCo Group solely as a result of such company being a member of a consolidated, combined, affiliated or unitary group with, or as a successor to, any member of the Parent Group during any Tax Period; or (v) imposed on any member of the SpinCo Group for any Pre-Distribution Period as a result of any express or implied obligation to indemnify any other Person, or any successor or transferee liability, except, in the case of clauses (iv) and (v), to the extent such Taxes are otherwise not the responsibility of Parent pursuant to clauses (i) through (iii) and, in the case of each of clauses (i) through (v), as determined by Parent in its sole and absolute discretion; provided, that, solely for purposes of this Section 2.1(a), "SpinCo Group" shall not include any Person that becomes a Subsidiary of SpinCo after the Distribution, unless such Subsidiary is a Delayed Asset.

(b) SpinCo shall be responsible for all Taxes of the SpinCo Group which are not the responsibility of Parent pursuant to Section 2.1(a) (including Taxes (i) of any member of the SpinCo Group for Post-Distribution Periods, (ii) of the SpinCo Group for any Pre-Distribution Period shown on any Joint Return or SpinCo Separate Return (in each case, other than a non-income Tax Return) for a non-U.S. jurisdiction except to the extent attributable to the Parent Business, and (iii) of the SpinCo Group for any pre-Distribution Period shown on any non-income Tax Return except to the extent attributable to the Parent Business), as determined by Parent in its sole and absolute discretion.

(c) SpinCo shall be responsible for all Taxes (i) of the Parent Group for any Pre-Distribution Period shown on any Joint Return or Parent Separate Return (in each case, other than a non-income Tax Return) for a non-U.S. jurisdiction to the extent such Taxes are attributable to the SpinCo Business, (ii) of the Parent Group for any Pre-Distribution Period shown on any non-income Tax Return to the extent attributable to the SpinCo Business, (iii) of the Parent Group for any Post-Distribution Period to the extent attributable to income that accrued but was not recognized during the Pre-Distribution Period and for which SpinCo would otherwise have been responsible under this Section 2.1 had such income been recognized in the Pre-Distribution Period, and (iv) set forth in paragraph 8.a on Schedule A, in each case, as determined by Parent in its sole and absolute discretion.

2.2 Transaction Taxes. Notwithstanding anything to the contrary in Section 2.1, and except as otherwise provided herein (including Schedule A), Parent shall pay and be responsible for any Transaction Taxes.

2.3 Allocation of Taxes.

(a) If any member of a Group is permitted but not required under applicable U.S. federal, state, local or Non-U.S. Tax Law to treat the Distribution Date as the last day of a Tax Period with respect to any member of the SpinCo Group, then the Parties and their Affiliates shall treat such day as the last day of the applicable Tax Period under such applicable Law, and shall file any elections necessary or appropriate for such treatment; provided, that, for the avoidance of doubt, this Section 2.3 shall not be construed to require Parent to change its taxable year or treat the Distribution Date as the last day of a Tax Period of any member of the Parent Group.

(b) Any transactions occurring, or actions taken, on the Distribution Date but after the Distribution outside the ordinary course of business by, or with respect to, any member of the SpinCo Group shall be deemed subject to the "next day rule" of Treasury Regulations Section 1.1502-76(b)(1)(ii)(B) (and under any comparable or similar provision under state, local or non-U.S. Laws or regulations; provided, that, if there is no comparable or similar provision under state, local or non-U.S. Laws or regulations, then the transaction will be deemed subject to the "next day rule" of Treasury Regulations Section 1.1502-76(b)(1)(ii)(B)) and as such shall for purposes of this Agreement be treated (and consistently reported by the Parties and their Affiliates) as occurring in a Post-Distribution Period of the SpinCo Group, as appropriate.

(c) Any Taxes for a Straddle Period with respect to the SpinCo Group (or entities in which any member of the SpinCo Group has an ownership interest) shall, for purposes of this Agreement, be allocated between the portion of the period ending on and including the Distribution Date and the portion of the period beginning after the Distribution Date by means of a closing of the books and records of the SpinCo Group as of the close of business on the Distribution Date; provided, that, (i) Parent may elect to allocate Tax Items (other than any extraordinary Tax Items) ratably in the month in which the Distribution occurs (and if Parent so elects, SpinCo shall so elect) as described in Treasury Regulations Section 1.1502-76(b)(2)(iii) and corresponding provisions of state, local, and non-U.S. Law; (ii) whenever it is necessary to determine the liability for Taxes of a United States shareholder (within the meaning of Section 951(b) of the Code) of a controlled foreign corporation (within the meaning of Section 957 of the Code) attributable to amounts included in the income of such United States shareholder under Sections 951 or 951A of the Code for the taxable year or period of such controlled foreign corporation that begins on or before and ends after the Distribution Date, the determination of liability for any such Taxes shall be made by assuming that the taxable year or period of the controlled foreign corporation consisted of two (2) taxable years or periods, one which ended at the close of the Distribution Date and the other of which began at the beginning of the day following the Distribution Date and relevant items of income, gain, deduction, loss or credit of the controlled foreign corporation shall be allocated between such two (2) taxable years or periods on a closing of the books basis by assuming that the books of the controlled foreign corporation were closed at the close of the Distribution Date; provided, however, that Subpart F income (within the meaning of Section 952 of the Code) of the controlled foreign corporation shall be determined without regard to Section 952(c) of the Code; and (iii) subject to clauses (i) and (ii), exemptions, allowances or deductions that are calculated on an annual basis, and not on a closing of the books method (including depreciation and amortization deductions) and, at Parent's election, Taxes that are imposed on a periodic basis or otherwise measured by the level of any item, shall be allocated between the period ending on and including the Distribution Date and the period beginning after the Distribution Date based on the number of days for the portion of the Straddle Period ending on and including the Distribution Date, on the one hand, and the number of days for the portion of the Straddle Period beginning after the Distribution Date, on the other hand. The foregoing provisions in this Section 2.3(c) shall be applied as determined by Parent in its sole and absolute discretion.

2.4 Allocation of Employment Taxes. Liability for Taxes and any related Tax Benefits related to any equity compensation awards shall be determined pursuant to the EMA.

2.5 Tax Refunds.

(a) Parent shall be entitled to all Refunds attributable to Taxes the liability for which is allocated to Parent pursuant to this Agreement. SpinCo shall be entitled to all Refunds attributable to Taxes the liability for which is allocated to SpinCo pursuant to this Agreement. For purposes of the foregoing, a Refund relating to a correlative adjustment as a result of a competent authority proceeding shall be deemed to be attributable to the liability for Taxes that gave rise to the correlative adjustment.

(b) SpinCo shall pay to Parent any Refund received by SpinCo or any member of the SpinCo Group that is allocable to Parent pursuant to this Section 2.5 no later than thirty (30) business days after the receipt of such Refund. Parent shall pay to SpinCo any Refund received by Parent or any member of the Parent Group that is allocable to SpinCo pursuant to this Section 2.5 no later than thirty (30) business days after the receipt of such Refund. For purposes of this Section 2.5, any Refund that arises as a result of an offset, credit, or other similar benefit in respect of Taxes other than a receipt of cash shall be deemed to be received on the earlier of (i) the date on which a Tax Return is filed claiming such offset, credit, or other similar benefit and (ii) the date on which payment of the Tax which would have otherwise been paid absent such offset, credit, or other similar benefit is due (as determined by Parent in its sole and absolute discretion without taking into account any applicable extensions). Notwithstanding anything in this Section 2.5(b) to the contrary, any Refund of less than $50,000 treated as received pursuant to this Section 2.5(b) by Parent or any member of the Parent Group, on the one hand, or SpinCo or any member of the SpinCo Group, on the other hand, and that is allocable to the other Party pursuant to this Section 2.5, may be aggregated with other Refunds received in the same calendar quarter and paid over to the other Party within thirty (30) days after the end of such calendar quarter.

2.6 Tax Benefits. If Parent determines, in its sole and absolute discretion, that: (i) one Party is responsible for a Tax pursuant to this Agreement or under applicable Law and (ii) the other Party is entitled to a Tax Benefit relating to such Tax, then the Party entitled to such Tax Benefit shall pay to the Party responsible for such Tax the amount of the Tax Benefit, as determined pursuant to Section 2.7.

2.7 Determination of Taxes, Tax Refunds and Tax Benefits. The amount of any Taxes, any Refunds attributable to Taxes for which Parent or SpinCo, respectively, is responsible pursuant to this Agreement, or the amount of any Tax Benefit, in each case, attributable to one or more items of income, gain, loss, deduction or credit (or equivalent items in the case of non-income Taxes) (the "relevant items") shall be based on the increase or decrease in the amount of cash Taxes for which such Party is liable when measured by including such relevant items in a computation of Tax compared to excluding such relevant items from the computation of Tax, in each case as determined by Parent in its sole and absolute discretion,

which may include making simplifying assumptions concerning the computation of Tax, including that the relevant Party be deemed to recognize all other items of income, gain, loss, deduction or credit (or equivalent items) before recognizing such relevant items; provided, that, if there is no increase or decrease in the amount of cash Taxes for which a Party is liable in the taxable period when first measured, the Parties shall thereafter make payments to one another at the end of each subsequent taxable period to reflect any increase or decrease in the amount of cash Taxes recognized in such subsequent taxable period; provided, further, that notwithstanding anything in this Section 2.7 to the contrary, Parent shall not be responsible for any non-U.S. Taxes of the SpinCo Group to the extent SpinCo has Tax Attributes attributable to the Parent Business that are available to offset such Tax, as determined by Parent in its sole and absolute discretion.

2.8 Prior Agreements. Except as set forth in this Agreement and in consideration of the mutual indemnities and other obligations of this Agreement, any and all prior Tax sharing or allocation agreements or practices between any member of the Parent Group and any member of the SpinCo Group shall be terminated with respect to the SpinCo Group and the Parent Group as of the Distribution Date and no member of either the SpinCo Group or the Parent Group shall have any continuing rights or obligations under any such agreement.

ARTICLE III– PREPARATION AND FILING OF TAX RETURNS

3.1 Joint Returns. The Party responsible for filing any Joint Return under applicable Law shall prepare and file when due (taking into account any applicable extensions), or shall cause to be prepared and filed, all such Joint Returns, including any amendments to such Tax Returns.

3.2 Separate Returns. Parent shall prepare and file when due (taking into account any applicable extensions), or shall cause to be prepared and filed, all Parent Separate Returns, including any amendments to such Tax Returns, required to be filed by or with respect to members of the Parent Group, and SpinCo shall prepare and file when due (taking into account any applicable extensions), or shall cause to be prepared and filed, all SpinCo Separate Returns, including any amendments to such Tax Returns, required to be filed by or with respect to members of the SpinCo Group. For the avoidance of doubt, the Preparing Party shall prepare any transfer pricing documentation required to be prepared with respect to a Tax Return required to be prepared and filed by the Preparing Party under this Section 3.2 and the Reviewing Party shall be entitled to review and comment on any such transfer pricing documentation in a manner consistent with Section 3.3.

3.3 Right to Review Tax Returns. To the extent that the positions taken on any Tax Return would reasonably be expected to materially adversely affect the Tax position of the Party other than the Party that is required to prepare and file any such Tax Return pursuant to Section 3.1 or Section 3.2 (the "Reviewing Party"), or, in the case of Tax Returns required to be prepared and filed by SpinCo, to the extent Parent otherwise requests in writing to review such Tax Returns at least thirty (30) days prior to the Due Date for such Tax Return, in the case of Tax Returns other than U.S. state or local Tax Returns, and, in the case of any such U.S. state or local Tax Returns, at least ten (10) days prior to the Due Date thereof, the Party required to prepare and file such Tax Return (the "Preparing Party") shall prepare the portions of such Tax

Return that relates to the business of the Reviewing Party (the Parent Business or the SpinCo Business, as the case may be), shall provide a draft of such portion of such Tax Return to the Reviewing Party for its review and comment at least thirty (30) days prior to the Due Date for such Tax Return, in the case of Tax Returns other than U.S. state or local Tax Returns, and, in the case of any such U.S. state or local Tax Returns, at least ten (10) days prior to the Due Date thereof. In the case where SpinCo is the Preparing Party, SpinCo shall consider in good faith any comments received at least fourteen (14) days prior to the Due Date for such Tax Return, in the case of Tax Returns other than U.S. state or local Tax Returns, and, in the case of any such U.S. state or local Tax Returns, at least five (5) days prior to the Due Date thereof, in each case with respect to items that would reasonably be expected to materially adversely affect the Tax position of the Reviewing Party. In the case where Parent is the Preparing Party, Parent shall consider in its sole and absolute discretion, any comments received at least fourteen (14) days prior to the Due Date for such Tax Return, in the case of Tax Returns other than U.S. state or local Tax Returns, and, in the case of any such U.S. state or local Tax Returns, at least five (5) days prior to the Due Date thereof, in each case with respect to items that would reasonably be expected to materially adversely affect the Tax position of the Reviewing Party.

3.4 Cooperation. The Parties shall provide, and shall cause their Affiliates to provide, assistance and cooperation to one another in accordance with Article VII with respect to the preparation and filing of Tax Returns, including providing information required to be provided under Article VIII. Notwithstanding anything to the contrary in this Agreement, Parent shall not be required to disclose to SpinCo any consolidated, combined, unitary or other similar Joint Return of which a member of the Parent Group is the common parent or any information related to such a Joint Return other than information relating solely to the SpinCo Group; provided, that, Parent shall provide such additional information that is reasonably required in order for SpinCo to determine the Taxes attributable to the SpinCo Business. If an amended Separate Return for State Taxes for which SpinCo is responsible under this Article III is required to be filed as a result of an amendment made to a Joint Return for U.S. federal income taxes pursuant to an audit Adjustment, then the Parties shall cooperate to ensure that such amended Separate Return can be prepared and filed in a manner that preserves confidential information including through the use of third party preparers.

3.5 Tax Reporting Practices. Except as provided in Section 3.6, any Tax Return for any Pre-Distribution Period or Straddle Period, to the extent it relates to members of the SpinCo Group, shall be prepared in accordance with practices, accounting methods, elections, conventions, transfer pricing and Tax positions used with respect to the Tax Return in question for periods prior to the Distribution ("Past Practices"), and, in the case of any item the treatment of which is not addressed by Past Practices, in accordance with generally acceptable Tax accounting practices. Notwithstanding the foregoing, for any Tax Return described in the preceding sentence, (i) a Party will not be required to follow Past Practices with either the written consent of the other Party (not to be unreasonably withheld, delayed or conditioned) or a "more likely than not" (or stronger) level opinion from a Tax Advisor that reporting in accordance with Past Practices is not correct and (ii) Parent shall, subject to applicable Law, have the right to determine in its sole and absolute discretion which entities will be included in any consolidated, combined, affiliated or unitary Tax Return that it is responsible for filing.

3.6 Reporting of Separation.

(a) The Tax treatment of any step in or portion of the Transactions shall be reported on each applicable Tax Return consistently with the Intended Tax Treatment, taking into account the jurisdiction in which such Tax Returns are filed.

(b) If Parent determines, in its sole and absolute discretion, that a protective election under Section 336(e) of the Code shall be made with respect to the Distribution, SpinCo shall take any such action that is necessary to effect such election, including any corresponding election with respect to any of its Subsidiaries, as determined by Parent in its sole and absolute discretion. If such a protective election is made, this Agreement shall be amended in such a manner as is determined by Parent in its sole and absolute discretion to compensate Parent for any Tax Benefits realized by SpinCo as a result of such election.

3.7 Payment of Taxes.

(a) With respect to any Tax Return required to be filed pursuant to this Agreement, the Responsible Party shall remit or cause to be remitted to the applicable Taxing Authority in a timely manner any Taxes due in respect of any such Tax Return.

(b) In the case of any Tax Return for which the Party that is not the Responsible Party is obligated pursuant to this Agreement to pay all or a portion of the Taxes reported as due on such Tax Return, the Responsible Party shall notify the other Party, in writing, of its obligation to pay such Taxes and, in reasonably sufficient detail, its calculation of the amount due by such other Party and the Party receiving such notice shall pay such amount to the Responsible Party upon the later of thirty (30) business days prior to the Due Date for such payment and thirty (30) business days after the receipt of such notice; provided, that, if any amount due to the Responsible Party cannot be calculated with accuracy prior to the applicable Due Date, the Responsible Party's notice shall set forth, and the Party that is not the Responsible Party shall pay, a reasonable estimate of such amount to the Responsible Party at such time, and shall pay any difference between the amount finally determined to be the amount due and the estimated amount within thirty (30) business days of receipt of written notice from the Responsible Party setting forth in reasonably sufficient detail the calculation of such final determination.

(c) With respect to any estimated Taxes, the Party that is or will be the Responsible Party with respect to any Tax Return that will reflect (or otherwise give credit for) such estimated Taxes shall remit or cause to be remitted to the applicable Taxing Authority in a timely manner any estimated Taxes due. In the case of any estimated Taxes for which the Party that is not the Responsible Party is obligated pursuant to this Agreement to pay all or a portion of the Taxes that will be reported as due on any Tax Return that will reflect (or otherwise give credit for) such estimated Taxes, the Responsible Party shall notify the other Party, in writing, of its obligation to pay such estimated Taxes and, in reasonably sufficient detail, its calculation of the amount due by such other Party and the Party receiving such notice shall pay such amount to the Responsible Party upon the later of thirty (30) business days prior to the Due Date for such payment and thirty (30) business days after the receipt of such notice.

3.8 Amended Returns and Carrybacks.

(a) SpinCo shall not, and shall not permit any member of the SpinCo Group to, file or allow to be filed any request for an Adjustment or any amended Tax Return for any Pre-Distribution Period without the prior written consent of Parent, such consent to be exercised in Parent's sole and absolute discretion; provided, that, if requested by Parent in its sole and absolute discretion, SpinCo shall file, or cause to be filed, a request for an Adjustment or an amended Tax Return, and shall, to the extent permitted by applicable Law, amend any financial account or statement to the extent necessary to effectuate such Adjustment or amended Tax Return, to claim a Refund to which Parent is entitled pursuant to this Agreement.

(b) SpinCo shall, and shall cause each member of the SpinCo Group to, make any available elections to waive the right to carry back any Tax Attribute from a Post-Distribution Period to a Pre-Distribution Period.

(c) SpinCo shall not, and shall cause each member of the SpinCo Group not to, without the prior written consent of Parent, make any affirmative election to carry back any Tax Attribute from a Post-Distribution Period to a Pre-Distribution Period, including by filing a claim for a refund or making any other filing with any Taxing Authority with respect to such carryback, such consent to be exercised in Parent's sole and absolute discretion.

(d) Receipt of consent by SpinCo or a member of the SpinCo Group from Parent pursuant to the provisions of this Section 3.8 shall not limit or modify SpinCo's continuing indemnification obligation pursuant to Article V.

3.9 Tax Attributes. Parent shall advise SpinCo in writing of the amount (if any) of any Tax Attributes which Parent determines, in its sole and absolute discretion, shall be allocated or apportioned to the SpinCo Group under applicable Law. SpinCo and all members of the SpinCo Group shall prepare all Tax Returns in accordance with such written notice. SpinCo shall not dispute Parent's determination of Tax Attributes. Parent shall provide (or otherwise make available) to SpinCo documentation maintained or prepared by Parent to support such Tax Attributes, provided that, for the avoidance of doubt, Parent shall not be required in order to comply with this Section 3.9 to create or cause to be created any books and records or reports or other documents based thereon (including "earnings & profits studies," "basis studies" or similar determinations) that it does not maintain or prepare in the ordinary course of business.

3.10 Gain Recognition Agreements. SpinCo will not take any action (including the sale or disposition of any stock, securities or other assets), or permit its Affiliates to take any such action, and SpinCo will not fail to take any action, or permit its Affiliates to fail to take any action, that would cause Parent or any of its Affiliates or SpinCo or any of its Affiliates to recognize gain under any Gain Recognition Agreement.

ARTICLE IV– INTENDED TAX TREATMENT OF THE DISTRIBUTION

4.1 Representations and Warranties.

(a) Parent, on behalf of itself and all other members of the Parent Group, hereby represents and warrants that (i) it has examined the IRS Ruling Request, the Tax Opinions, the Representation Letters and any other materials delivered or deliverable in connection with the issuance of any IRS Ruling and the rendering of the Tax Opinions, in each case, as they exist as of the date hereof (collectively, the "Tax Materials") and (ii) the facts presented and representations made therein, to the extent descriptive of or otherwise relating to Parent or any member of the Parent Group or the Parent Business, were at the time presented or represented and from such time until and including the Distribution Date, true, correct and complete in all material respects. Parent, on behalf of itself and all other members of the Parent Group, hereby confirms and agrees to comply with any and all covenants and agreements in the Tax Materials applicable to Parent or any member of the Parent Group or the Parent Business.

(b) SpinCo, on behalf of itself and all other members of the SpinCo Group, hereby represents and warrants that (i) it has examined the Tax Materials and (ii) the facts presented and representations made therein, to the extent descriptive of or otherwise relating to SpinCo or any member of the SpinCo Group or the SpinCo Business, were or will be, at the time presented or represented and from such time until and including the Distribution Date, true, correct and complete in all material respects. SpinCo, on behalf of itself and all other members of the SpinCo Group, hereby confirms and agrees to comply with any and all covenants and agreements in the Tax Materials applicable to SpinCo or any member of the SpinCo Group or the SpinCo Business.

(c) Each of Parent, on behalf of itself and all other members of the Parent Group, and SpinCo, on behalf of itself and all other members of the SpinCo Group, represents and warrants that it knows of no fact (after due inquiry) that may cause the Tax treatment of any of the Transactions to be other than the Intended Tax Treatment.

(d) Each of Parent, on behalf of itself and all other members of the Parent Group, and SpinCo, on behalf of itself and all other members of the SpinCo Group, represents and warrants that it has no plan or intent to take any action which is inconsistent with any statements or representations made in the Tax Materials.

4.2 Restrictions Relating to the Distribution.

(a) SpinCo, on behalf of itself and all other members of the SpinCo Group, hereby covenants and agrees that no member of the SpinCo Group will take, fail to take, or permit to be taken: (i) any action where such action or failure to act would be inconsistent with or cause to be untrue any statement, information, covenant or representation in the Tax Materials or (ii) any action which constitutes a SpinCo Disqualifying Action.

(b) During the Restricted Period, SpinCo:

(i) shall continue and cause to be continued and not approve or allow, or enter into any agreement, understanding or arrangement with respect to, the discontinuance, cessation, or sale or other transfer (to an Affiliate or otherwise) of, or a material change in or sale of the material assets of, any Active Business, other than sales in the ordinary course of business;

(ii) shall not voluntarily dissolve or liquidate or partially liquidate itself, approve or allow any liquidation, or partial liquidation of any of its Affiliates (including any action that is a liquidation for U.S. federal income tax purposes), or enter into any agreement, understanding or arrangement with respect to the foregoing, other than, in the case of any of its Affiliates, into any other Affiliate that is a member of the SpinCo "separate affiliated group" as defined in Section 355(b)(3)(B) of the Code;

(iii) shall not (1) enter into any Proposed Acquisition Transaction or, to the extent SpinCo has the right or ability to prevent or prohibit any Proposed Acquisition Transaction, permit any Proposed Acquisition Transaction to occur, (2) redeem or otherwise repurchase (directly or through an Affiliate) any stock, or rights to acquire stock, except to the extent such repurchases satisfy Section 4.05(1)(b) of Revenue Procedure 96-30 (as in effect prior to the amendment of such Revenue Procedure by Revenue Procedure 2003-48), (3) amend its certificate of incorporation (or other organizational documents), issue a new class of non-voting stock, or take any other action, whether through a stockholder vote or otherwise, affecting the relative voting rights of its Capital Stock (including through the conversion of any Capital Stock into another class of Capital Stock), (4) (A) merge or consolidate with any other Person or (B) allow any of its Affiliates to merge or consolidate with any other Person other than any other Affiliate that is a member of the SpinCo "separate affiliated group" as defined in Section 355(b)(3)(B) of the Code or (5) take any other action or actions (including any action or transaction that would be reasonably likely to be inconsistent with any representation made in the Tax Materials) that in the aggregate would, when combined with any other direct or indirect changes in ownership of SpinCo Capital Stock pertinent for purposes of Section 355(e) of the Code, have the effect of causing or permitting one or more Persons (whether or not acting in concert) to acquire directly or indirectly stock representing a forty percent (40%) or greater interest in SpinCo or would reasonably be expected to result in a failure to preserve, achieve or maintain the Intended Tax Treatment, or enter into any agreement, understanding or arrangement with respect to any of the foregoing;

(iv) shall not and shall not permit any member of the SpinCo Group, to sell, transfer or otherwise dispose of (including in any transaction treated for U.S. federal income tax purposes as a sale, transfer or disposition) assets (including any shares of Capital Stock of a Subsidiary) that, in the aggregate, constitute more than twenty percent (20%) of the consolidated gross assets of SpinCo or the SpinCo Group, or enter into (or permit any member of the SpinCo Group to enter into) any agreement, understanding or arrangement with respect to the foregoing. The foregoing sentence shall not apply to (1) sales, transfers or dispositions of assets in the ordinary course of business or to members of the SpinCo "separate affiliated group" as defined in Section 355(b)(3)(B) of the Code, (2) any cash paid to acquire assets from an unrelated Person in an arm's-length transaction, (3) any assets transferred to a Person that is disregarded as an entity separate from the transferor for U.S. federal income tax purposes or (4) any mandatory or optional repayment (or pre-payment) of any indebtedness of SpinCo or any member of the SpinCo Group. The percentages of gross assets or consolidated gross assets of SpinCo or the SpinCo Group, as the case may be, sold, transferred or otherwise disposed of, shall be based on the fair market value of the gross assets of SpinCo and the members of the SpinCo Group as of the Distribution Date. For purposes of this Section 4.2(b)(iv), a merger of SpinCo or one of its Subsidiaries with and into any Person that is not a wholly owned Subsidiary of SpinCo shall constitute a disposition of all of the assets of SpinCo or such Subsidiary;

(v) shall, if any member of the SpinCo Group proposes to enter into any transaction or series of transactions that is not a Proposed Acquisition Transaction but would be a Proposed Acquisition Transaction if the percentage reflected in the definition of Proposed Acquisition Transaction were thirty percent (30%) instead of forty percent (40%) (a "Section 4.2(b)(v) Acquisition Transaction") or, to the extent SpinCo has the right or ability to prevent or prohibit any Section 4.2(b)(v) Acquisition Transaction, proposes to permit any Section 4.2(b)(v) Acquisition Transaction to occur, in each case, provide Parent, no later than ten (10) business days following the signing of any written agreement with respect to the Section 4.2(b)(v) Acquisition Transaction, a written description of such transaction (including the type and amount of stock of SpinCo to be issued in such transaction) and a certificate of the board of directors of SpinCo to the effect that the Section 4.2(b)(v) Acquisition Transaction is not a Proposed Acquisition Transaction; and

(vi) shall not cause or permit any member of the SpinCo Group identified on Schedule B as either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(b) of the Code) in any Transaction other than the Distribution to take any action or enter into any transaction described in clauses (2), (3), (4) or (5) of Section 4.2(b)(iii) or in Section 4.2(b)(iv) (in each case, substituting references therein to "SpinCo", the "SpinCo Group" and "SpinCo Capital Stock" with references to the relevant corporation, the relevant corporation and its Subsidiaries and the Capital Stock of such corporation, respectively).

(c) Notwithstanding the restrictions imposed by Section 4.2(b), SpinCo or a member of the SpinCo Group may take any of the actions or transactions described therein if (i) SpinCo shall have requested that Parent obtain a private letter ruling (including a supplemental ruling, if applicable) from the IRS (a "Post-Distribution Ruling") in accordance with Section 4.3(b) to the effect that such transaction will not affect the Intended Tax Treatment, and Parent shall have received such a Post-Distribution Ruling and shall have notified SpinCo in writing that Parent has determined that such Post-Distribution Ruling is in form and substance satisfactory to Parent in its sole and absolute discretion or (ii) both (A) SpinCo obtains an Unqualified Tax Opinion with respect thereto and (B) Parent notifies SpinCo in writing that Parent has determined that such Unqualified Tax Opinion is in form and substance satisfactory to Parent in its sole and absolute discretion. Parent's evaluation of a Post-Distribution Ruling or an Unqualified Tax Opinion may consider, among other factors, the appropriateness of any underlying assumptions, representations and covenants made in connection with such ruling or opinion as well as any other factors, circumstances, considerations or concerns that Parent determines in its sole and absolute discretion are relevant. SpinCo shall bear all costs and expenses of securing any such Post-Distribution Ruling or Unqualified Tax Opinion and shall, as set forth in Section 4.3(b) below, reimburse Parent for all reasonable out-of-pocket expenses that Parent or any of its Affiliates may incur in good faith in seeking to obtain or evaluate any such Post-Distribution Ruling or Unqualified Tax Opinion. None of the obtaining of a Post-Distribution Ruling, the delivery of an Unqualified Tax Opinion or Parent's waiver of SpinCo's obligation to deliver a Post-Distribution Ruling or an Unqualified Tax Opinion shall limit or modify SpinCo's continuing indemnification obligation pursuant to Article V.

4.3 Additional Procedures Regarding Post-Distribution Rulings and Unqualified Tax Opinions.

(a) If SpinCo determines that it desires to take one of the actions described in Section 4.2(b) (a "Notified Action"), SpinCo shall notify Parent of this fact in writing.

(b) Post-Distribution Rulings or Unqualified Tax Opinions at SpinCo's Request. Unless Parent shall have waived the requirement to obtain such Post-Distribution Ruling or Unqualified Tax Opinion, upon the reasonable request of SpinCo pursuant to Section 4.2(c)(i), Parent shall use commercially reasonable efforts in cooperating with SpinCo and in seeking to obtain, as expeditiously as possible, a Post-Distribution Ruling from the IRS (and/or any other applicable Taxing Authority) or an Unqualified Tax Opinion for the purpose of permitting SpinCo to take the Notified Action, subject in all respects to the provisions of Section 4.2. Notwithstanding the foregoing, Parent shall not be required to file or cooperate in the filing of any request for a Post-Distribution Ruling under this Section 4.3(b) unless SpinCo represents that (A) it has reviewed such request for a Post-Distribution Ruling, and (B) all statements, information and representations relating to any member of the SpinCo Group contained in such request for a Post-Distribution Ruling are (subject to any qualifications therein) true, correct and complete. SpinCo shall reimburse Parent for all reasonable costs and expenses, including out-of-pocket expenses and expenses relating to the utilization of Parent personnel, incurred by the Parent Group in obtaining a Post-Distribution Ruling or Unqualified Tax Opinion requested by SpinCo within thirty (30) business days after receiving an invoice from Parent therefor.

(c) Post-Distribution Rulings or Unqualified Tax Opinions at Parent's Request. Parent shall have the right to obtain a Post-Distribution Ruling or an Unqualified Tax Opinion at any time in its sole and absolute discretion. If Parent determines in its sole and absolute discretion to obtain a Post-Distribution Ruling or an Unqualified Tax Opinion, SpinCo shall (and shall cause each Affiliate of SpinCo to) cooperate with Parent and take any and all actions reasonably requested by Parent in connection with obtaining the Post-Distribution Ruling or Unqualified Tax Opinion (including by making any representation or covenant or providing any materials or information requested by the IRS, any other applicable Taxing Authority or a Tax Advisor; provided, that, SpinCo shall not be required to make (or cause any Affiliate of SpinCo to make) any representation or covenant that is inconsistent with historical facts or as to future matters or events over which matters or events it has no control). Parent shall reimburse SpinCo for all reasonable costs and expenses, including out-of-pocket expenses and expenses relating to the utilization of SpinCo personnel, incurred by the Parent Group in connection with such cooperation within thirty (30) business days after receiving an invoice from SpinCo therefor.

(d) Parent shall have sole and exclusive control over the process of obtaining any Post-Distribution Ruling, and only Parent shall be permitted to apply for a Post-Distribution Ruling. In connection with obtaining a Post-Distribution Ruling, Parent shall (A) keep SpinCo informed in a timely manner of all material actions taken or proposed to be taken by Parent in connection therewith; (B) (1) reasonably in advance of the submission of any request for any Post-Distribution Ruling provide SpinCo with a draft copy thereof, (2) reasonably consider SpinCo comments on such draft copy, and (3) provide SpinCo with a final copy of such Post-Distribution Ruling; and (C) provide SpinCo with notice reasonably in advance of, and SpinCo shall have the right to attend, any formally scheduled meetings with the

IRS or other applicable Taxing Authority (subject to the approval of the IRS or such Taxing Authority) that relate to such Post-Distribution Ruling. Neither SpinCo nor any Affiliate of SpinCo directly or indirectly controlled by SpinCo shall seek any guidance from the IRS or any other Taxing Authority (whether written, oral or otherwise) at any time concerning the Transactions (including the impact of any transaction on the Transactions).

(e) Any Post-Distribution Ruling or Unqualified Tax Opinion obtained in accordance with Section 4.2(c) and Section 4.3 shall be deemed included in the definition of Tax Materials from and after the obtaining thereof for all purposes of this Agreement.

ARTICLE V– INDEMNITY OBLIGATIONS

5.1 Indemnity Obligations.

(a) Parent shall indemnify and hold harmless SpinCo from and against, and will reimburse SpinCo for, (i) all liability for Taxes allocated to Parent pursuant to Article II, (ii) all Tax Related Costs and Expenses allocated to Parent pursuant to Section 6.7, (iii) all Taxes, Tax Related Costs and Expenses and Tax Related Losses (without duplication) to the extent arising out of, based upon, or relating or attributable to any breach of or inaccuracy in, or failure to perform, as applicable, any representation, covenant or obligation of any member of the Parent Group pursuant to this Agreement and (iv) the amount of any Refund received by any member of the Parent Group that is allocated to SpinCo pursuant to Section 2.5(a).

(b) Without regard to whether a Post-Distribution Ruling or an Unqualified Tax Opinion may have been provided or whether any action is permitted or consented to hereunder and notwithstanding anything to the contrary in this Agreement, SpinCo shall indemnify and hold harmless Parent from and against, and will reimburse Parent for, (i) all liability for Taxes allocated to SpinCo pursuant to Article II, (ii) all Tax Related Costs and Expenses allocated to SpinCo pursuant to Section 6.7, (iii) all liability for Taxes, Tax Related Costs and Expenses and Tax Related Losses (without duplication) arising out of, based upon, or relating or attributable to any breach of or inaccuracy in, or failure to perform, as applicable, any representation, covenant or obligation of any member of the SpinCo Group pursuant to this Agreement, (iv) the amount of any Refund received by any member of the SpinCo Group that is allocated to Parent pursuant to Section 2.5(a) and (v) any Distribution Taxes and Tax Related Losses attributable to a Prohibited Act, or otherwise attributable to a SpinCo Disqualifying Action (regardless of whether the conditions set forth in Section 4.2(c) are satisfied). To the extent that any Tax, Tax Related Costs and Expenses or Tax Related Loss is subject to indemnity pursuant to both Section 5.1(a) and Section 5.1(b), responsibility for such Tax, Tax Related Costs and Expenses or Tax Related Loss shall be shared by Parent and SpinCo according to relative fault as determined by Parent in its sole and absolute discretion. The amount of any liability for Taxes which are indemnifiable pursuant to this Section 5.1(b)(iii) and (v) shall be determined, in Parent's sole and absolute discretion, without regard to any Tax Attributes of the Parent Group or the Parent Business.

5.2 Indemnification Payments.

(a) Except as otherwise provided in this Agreement, if either Party (the "Indemnitee") is required to pay to a Taxing Authority a Tax or to another Person a payment in respect of a Tax, Tax Related Costs and Expenses or Tax Related Loss that the other Party (the "Indemnifying Party") is liable for under this Agreement, including as the result of a Final Determination, the Indemnitee shall notify the Indemnifying Party, in writing, of its obligation to pay such Tax, Tax Related Costs and Expenses or Tax Related Loss and, in reasonably sufficient detail, its calculation of the amount due by such Indemnifying Party to the Indemnitee. The Indemnifying Party shall pay such amount, including any Tax Related Costs and Expenses or Tax Related Losses, to the Indemnitee no later than the later of (i) thirty (30) business days prior to the Due Date for such payment to the applicable Taxing Authority or (ii) thirty (30) business days after the receipt of notice from the other Party.

(b) If, as a result of any change or redetermination, any amount previously allocated to and borne by one Party pursuant to the provisions of Article II is thereafter allocated to the other Party, then, no later than thirty (30) business days after such change or redetermination, such other Party shall pay to such Party the amount previously borne by such Party which is allocated to such other Party as a result of such change or redetermination.

(c) If a Party incurs a Tax Liability as a result of its receipt of a payment pursuant to this Agreement or the Separation Agreement, such payment shall be appropriately adjusted so that the amount of such payment, reduced by the amount of all Taxes payable with respect to the receipt thereof (but taking into account all correlative Tax Benefits resulting from the payment of such Taxes), shall equal the amount of the payment which the Party receiving such payment would otherwise be entitled to receive.

5.3 Payment Mechanics.

(a) All payments under this Agreement shall be made by Parent directly to SpinCo and by SpinCo directly to Parent; provided, however, that if the Parties mutually agree with respect to any such indemnification payment, any member of the Parent Group, on the one hand, may make such indemnification payment to any member of the SpinCo Group, on the other hand, and vice versa. All indemnification payments shall be treated in the manner described in Section 5.4.

(b) In the case of any payment of Taxes made by a Responsible Party or Indemnitee pursuant to this Agreement for which such Responsible Party or Indemnitee, as the case may be, has received a payment from the other Party, such Responsible Party or Indemnitee shall provide to the other Party a copy of any official government receipt received with respect to the payment of such Taxes to the applicable Taxing Authority (or, if no such official governmental receipts are available, executed bank payment forms or other reasonable evidence of payment).

5.4 Treatment of Payments. The Parties agree that any payment made among the Parties pursuant to this Agreement shall be treated, to the extent permitted by Law, for all U.S. income tax purposes as either (i) a non-taxable contribution by Parent to SpinCo or (ii) a distribution by SpinCo to Parent, and, with respect to any payment made among the Parties pursuant to this Agreement after the Distribution, such payment shall be treated as having been made immediately prior to the Distribution. Notwithstanding the foregoing, the Parties agree to treat any payment which, pursuant to the proviso of Section 5.3(a), is to be made or received by a Party's Subsidiary as a series of deemed distributions or deemed contributions, as applicable, for all Tax purposes.

ARTICLE VI– TAX CONTESTS

6.1 Notice. Each Party shall notify the other Party in writing (i) within thirty (30) days after receipt by such Party or any member of its Group of a written communication from any Taxing Authority with respect to any pending or threatened audit, claim, dispute, suit, action, proposed assessment or other proceeding (a "Tax Contest") concerning any Taxes for which the other Party may be liable pursuant to this Agreement, or (ii) at least ten (10) days prior to any deadline to respond to any such communication from any Taxing Authority with respect to such a Tax Contest, whichever is earlier, and thereafter shall promptly forward or make available to such Party copies of notices and communications relating to such Tax Contest.

6.2 Separate Returns.

(a) In the case of any Tax Contest with respect to any Separate Return other than a Separate Return in respect of a Straddle Period, the Party having the liability for the Tax pursuant to Article II hereof shall have the sole responsibility and right to control the prosecution of such Tax Contest, including the exclusive right to communicate with agents of the applicable Taxing Authority and to control, resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of such Tax Contest.

(b) In the case of any Tax Contest with respect to any Separate Return in respect of a Straddle Period, Parent shall have the responsibility and right to control the prosecution of such Tax Contest; provided, that, Parent may elect that SpinCo be responsible for the conduct of such Tax Contest (or portion thereof), but, in such case, SpinCo may not take any position in such Tax Contest inconsistent with any position taken by Parent on a relevant U.S. federal Tax Return or Joint Return unless and until there has been a Final Determination that such latter position is not correct; provided, further, the other Party shall have the right to participate, at its own expense, and the controlling Party shall not have the right to resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of such Tax Contest without the consent of the other Party, not to be unreasonably withheld, delayed or conditioned.

6.3 Joint Return. In the case of any Tax Contest with respect to any Joint Return, the Preparing Party shall have the responsibility and right to control the prosecution of such Tax Contest, including the exclusive right to communicate with agents of the applicable Taxing Authority and to control, resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted, or assessed in connection with or as a result of such Tax Contest. Notwithstanding the foregoing, (i) to the extent a portion of any such Tax Contest controlled by Parent relates to a Tax liability allocated to SpinCo pursuant to Schedule A, SpinCo shall have

the right to be notified of any material written communication asserting a Tax liability for which the SpinCo Group could reasonably be expected to be liable hereunder, as determined by Parent in its sole and absolute discretion, provided, that, Parent shall have the right to resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of such portion of the Tax Contest in its sole and absolute discretion, (ii) to the extent a portion of any such Tax Contest controlled by SpinCo relates to a Tax liability allocated to Parent, Parent shall have the right to be notified of any material written communication asserting a Tax liability for which the Parent Group could reasonably be expected to be liable hereunder, as determined by Parent in its sole and absolute discretion, Parent shall have the right to participate in such portion of such Tax Contest, and SpinCo shall not resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of such portion of the Tax Contest without the prior written consent of Parent, such consent to be exercised in Parent's sole and absolute discretion and (iii) to the extent a portion of any such Tax Contest controlled by Parent with respect to a Joint Return with respect to Non-U.S. Taxes relates to a matter which was customarily controlled by a member of the SpinCo Group, as determined by Parent in its sole and absolute discretion, then Parent may elect that SpinCo shall be responsible for conduct of such portion of such Tax Contest and, notwithstanding anything to the contrary in Section 6.7, any expenses related thereto, including expenses relating to supporting transfer pricing analysis.

6.4 Transaction Related Tax Contests. Notwithstanding anything to the contrary in Section 6.2 or Section 6.3, in the case of any Transaction Related Tax Contest, Parent shall have the sole and absolute responsibility and right to control the prosecution of such Tax Contest, including the exclusive right to communicate with agents of the applicable Taxing Authority and to control, resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted, or assessed in connection with or as a result of such Tax Contest; provided, that, to the extent any Transaction Related Tax Contest relates to a SpinCo Separate Return in respect of a Tax Period beginning after the Distribution Date, such responsibilities and rights of Parent shall be limited to the portion of such Transaction Related Tax Contest related to the Intended Tax Treatment of or the amount of Taxes imposed in respect of any of the Transactions. Notwithstanding anything to the contrary in Section 6.6, the final determination of the positions taken, including with respect to settlement or other disposition, in any Transaction Related Tax Contest (taking into account the proviso to the first sentence of this Section 6.4) shall be made in the sole and absolute discretion of Parent and shall be final and not subject to the dispute resolution provisions of Section 9.1 or Section 9.2 of this Agreement or Section 11.02, Section 11.03 or Section 11.05 of the Separation Agreement.

6.5 Obligation of Continued Notice. During the pendency of any Tax Contest or threatened Tax Contest, each of the Parties shall provide prompt notice to the other Party of any written communication received by it or a member of its respective Group from a Taxing Authority regarding any Tax Contest for which it is indemnified by the other Party hereunder or for which it may be required to indemnify the other Party hereunder. Such notice shall attach copies of the pertinent portion of any written communication from a Taxing Authority and contain factual information (to the extent known) describing any asserted Tax Liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Taxing Authority in respect of any such matters. Such notice shall be provided in a reasonably timely fashion; provided, however, that in the event that timely notice is not provided, a Party shall be relieved of its obligation to indemnify the other Party only to the extent that such delay results in actual increased costs or actual prejudice to such other Party.

6.6 Tax Contest Rights.

(a) Unless waived by the Parties in writing, in connection with any potential adjustment in a Tax Contest as a result of which adjustment the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement: (i) the Controlling Party shall keep the Non-Controlling Party informed in a timely manner of all material actions taken or proposed to be taken by the Controlling Party with respect to such potential adjustment in such Tax Contest; (ii) the Controlling Party shall timely provide the Non-Controlling Party with copies of any correspondence or filings submitted to any Taxing Authority or judicial authority in connection with such potential adjustment in such Tax Contest; and (iii) the Controlling Party shall defend such Tax Contest diligently and in good faith. The failure of the Controlling Party to take any action specified in the preceding sentence with respect to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability and/or obligation which it may have to the Controlling Party under this Agreement, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party.

(b) Consistent Treatment. Unless and until there has been a Final Determination to the contrary, each Party agrees not to take any position on any Tax Return, in connection with any Tax Contest or otherwise that is inconsistent with (i) the treatment of payments between the Parent Group and the SpinCo Group as set forth in Section 5.4, (ii) the Tax Materials or (iii) the Intended Tax Treatment.

6.7 Costs and Expenses. Except to the extent provided otherwise in this Agreement, the Party to which the Tax liability related to a Tax Contest is (or would be) allocated, as determined by Parent in its sole and absolute discretion, shall be responsible for all Tax Related Costs and Expenses incurred in connection with such Tax Contest, regardless of which Party is responsible for the conduct of such Tax Contest; provided that in the event such Tax liability is allocated to both Parties, such Tax Related Costs and Expenses shall be allocated to the Parties in such manner as the Parent determines in its sole and absolute discretion.

ARTICLE VII – COOPERATION

7.1 General.

(a) Each Party shall fully cooperate, and shall cause all members of such Party's Group to fully cooperate, with all reasonable requests in writing from the other Party, or from an agent, representative or advisor to such Party, in connection with the preparation and filing of any Tax Return, claims for Refunds, the conduct of any Tax Contest (including, for the avoidance of doubt, providing assistance to respond to information requests from any Taxing Authority), and calculations of amounts required to be paid pursuant to this Agreement, in each case, related or attributable to or arising in connection with Taxes of either Party or any member of either Party's Group covered by this Agreement or otherwise relating to

the SpinCo Business for any Pre-Distribution Period and the establishment of any reserve required in connection with any financial reporting (a "Tax Matter"). Such cooperation shall include making available, upon reasonable notice, all information and documents in their possession relating to the other Party and its respective Affiliates as provided in this Article VII and Article VIII. Each Party shall make its employees, advisors and facilities available, without charge, on a reasonable and mutually convenient basis in connection with the foregoing matters in a manner that does not interfere with the ordinary business operations of such Party. The Parties shall use commercially reasonable efforts to provide any information or documentation requested by the other Party in a manner that permits the other Party (or its Affiliates) to comply with Tax Return filing deadlines or other applicable timing requirements.

(b) Any information or documents provided under this Section 7.1 shall be kept confidential by the Party receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any Tax Contest. Notwithstanding any other provision of this Agreement or any other agreement, (i) no Party or any of its Affiliates shall be required to provide another Party or any Affiliate thereof or any other Person access to or copies of any information or procedures (including the proceedings of any Tax Contest) other than information or procedures that reasonably relate to the Taxes (including any Taxes for which the first Party is liable under this Agreement), business or assets of the first Party or any of its Affiliates or are necessary to prepare Tax Returns for which the first Party is responsible for preparing the applicable Tax Return in accordance with the terms of this Agreement, (ii) in no event shall any Party or its Affiliates be required to provide another Party, any of its Affiliates or any other Person access to or copies of any information if such action could reasonably be expected to result in the waiver of any Privilege, and (iii) for the avoidance of doubt, Section 7.08 of the Separation Agreement shall apply with respect to matters of Privilege. In addition, in the event that a Party determines that the provision of any information to another Party or any of its Affiliates could be commercially detrimental, violate any Law or agreement or waive any Privilege, the first Party shall use reasonable best efforts to permit compliance with its obligations under this Section 7.1 in a manner that avoids any such harm or consequence.

7.2 Return Information. SpinCo and Parent acknowledge that time is of the essence in relation to any request for information, assistance or cooperation made by Parent or SpinCo pursuant to Section 7.1 or this Section 7.2. Each Party shall provide to the other Parties information and documents relating to its Group reasonably required by the other Parties to prepare Tax Returns. Any information or documents a Party responsible for preparing a Tax Return in accordance with the terms of this Agreement requires to prepare such Tax Returns shall be provided in such form as such Party reasonably requests and in sufficient time for such Party to prepare such Tax Returns on a timely basis.

ARTICLE VIII– RETENTION OF RECORDS; ACCESS

8.1 Retention of Records. For so long as the contents thereof may become material in the administration of any matter under applicable Tax Law, but in any event until the later of (i) sixty (60) days after the expiration of any applicable statutes of limitation (including any waivers or extensions thereof) and (ii) ten (10) years after the Distribution Date, the Parties shall retain records, documents, accounting data and other information (including computer data)

necessary for the preparation and filing of all Tax Returns (collectively, "Tax Records") in respect of Taxes of any member of either the Parent Group or the SpinCo Group for any Pre-Distribution Period or Post-Distribution Period or for any Tax Contests relating to such Tax Returns. At any time after the Distribution Date when the Parent Group proposes to destroy any Tax Records that pertain to SpinCo in Parent's sole and absolute discretion, Parent shall first notify SpinCo in writing at least sixty (60) days prior to the destruction of such Tax Records and the SpinCo Group shall be entitled to receive such records or documents proposed to be destroyed. At any time after the Distribution Date when the SpinCo Group proposes to destroy any Tax Records, SpinCo shall first notify Parent in writing at least sixty (60) days prior to the destruction of such Tax Records and the Parent Group shall be entitled to receive such records or documents proposed to be destroyed. The Parties will notify each other in writing of any waivers or extensions of the applicable statute of limitations that may affect the period for which the foregoing records or other documents must be retained.

8.2 Access to Tax Records. The Parties and their respective Affiliates shall make available to each other for inspection and copying during normal business hours upon reasonable notice all Tax Records (including, for the avoidance of doubt, any pertinent underlying data accessed or stored on any computer program or information technology system) in their possession and shall permit the other Party and its Affiliates, authorized agents and representatives and any representative of a Taxing Authority or other Tax auditor direct access, during normal business hours upon reasonable notice to any computer program or information technology system used to access or store any Tax Records, in each case to the extent reasonably required by the other Party in connection with the preparation of Tax Returns or financial accounting statements, audits, litigation or the resolution of items pursuant to this Agreement. The Party seeking access to the records of the other Party shall bear all costs and expenses associated with such access, including any professional fees.

ARTICLE IX – DISPUTE RESOLUTION

9.1 Tax Disputes. Subject to Section 9.3, Section 9.4 and Section 9.5, this Section 9.1 shall govern the resolution of any dispute between the Parties as to any matter covered by this Agreement that primarily relates to the interpretation of Tax Law, as determined by Parent in its sole and absolute discretion (a "Tax Advisor Dispute"). The Party raising the Tax Advisor Dispute shall give written notice of the Tax Advisor Dispute (a "Tax Advisor Dispute Notice"), and the tax directors of the Parties (or such other individuals designated by the respective general counsels) and/or the executive officers designated by the Parties shall negotiate for a reasonable period of time to settle such Tax Advisor Dispute; provided, that, such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed thirty (30) days (the "Negotiation Period") from the time of receipt of the Tax Advisor Dispute Notice; provided, further, that (x) the Parties shall not assert the defenses of statute of limitations, laches or any other defense, in each such case based on the passage of time during the Negotiation Period, and (y) any contractual time period or deadline under this Agreement relating to such Tax Advisor Dispute occurring after the Tax Advisor Dispute Notice is received shall not be deemed to have passed until the procedures described in this Section 9.1 have been resolved. If the Tax Advisor Dispute has not been resolved for any reason after the Negotiation Period, Parent shall, in its sole and absolute discretion, appoint a nationally recognized independent public accounting firm (the "Accounting Firm") to resolve such dispute.

In this regard, the Accounting Firm shall make determinations with respect to the Tax Advisor Dispute based solely on representations made by Parent, SpinCo and their respective representatives, and not by independent review, and shall function only as an expert and not as an arbitrator and shall be required to make a determination in favor of one Party only. The Parties shall require the Accounting Firm to resolve all Tax Advisor Disputes no later than thirty (30) days after the submission of such Tax Advisor Dispute to the Accounting Firm, but in no event later than the Due Date of Taxes or the filing of the applicable Tax Return, if applicable, and agree that all decisions by the Accounting Firm with respect thereto shall be final and conclusive and binding on the Parties. The Accounting Firm shall resolve all Tax Advisor Dispute in a manner consistent with this Agreement and, to the extent not inconsistent with this Agreement, in a manner consistent with the Past Practices of Parent and its Subsidiaries, except as otherwise required by applicable Law. The Parties shall require the Accounting Firm to render all determinations in writing and to set forth, in reasonable detail, the basis for such determination. The fees and expenses of the Accounting Firm shall be borne equally by the Parties, and the parties agree to waive any objection to the naming of the Accounting Firm or the determination of the Accounting Firm based on actual or alleged conflicts of interest.

9.2 Legal Disputes. Subject to Section 9.1, Section 9.3, Section 9.4 and Section 9.5, in the event of any claim, controversy, demand or request for relief of any kind arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or otherwise arising out of or related to this Agreement (a "Dispute"), then the Party raising the Dispute shall give written notice of the Dispute, and the Parties shall work together in good faith to resolve any such Dispute within thirty (30) days of such notice. If any Dispute is not so resolved, then a senior executive of each Party shall, in good faith, attempt to resolve any such Dispute within the following thirty (30) days of the referral of the matter to the senior executives. If no resolution is reached with respect to any such Dispute, the Dispute shall be resolved in accordance with the procedures contained in Section 11.03, Section 11.04 and Section 11.05 of the Separation Agreement.

9.3 Injunctive Relief. Nothing in this Article IX shall prevent Parent from seeking injunctive relief to enforce the procedures provided for in Section 9.1 if any delay resulting from the efforts to resolve the Tax Advisor Dispute through the Accounting Firm could result in serious and irreparable injury to Parent. Notwithstanding anything to the contrary in this Agreement or the Separation Agreement (or any Ancillary Agreement), Parent and SpinCo are the only members of their respective Groups entitled to commence a dispute resolution procedure under this Agreement, and each of Parent and SpinCo will cause its respective Group members not to commence any dispute resolution procedure other than through Parent or SpinCo, as applicable, as provided in this Article IX.

9.4 Specific Performance. Notwithstanding anything to the contrary in this Agreement or the Separation Agreement (or any Ancillary Agreement), in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of Section 4.1(b), Section 4.2(a) or Section 4.2(b) by SpinCo, Parent shall have the right, without first pursuing the procedures provided for in Section 9.1 and Section 9.2, to specific performance, declaratory relief and injunctive or other equitable relief (on a permanent, emergency, temporary, preliminary or interim basis) of its rights under this Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and

remedies shall be cumulative. SpinCo shall not oppose the granting of such relief on the basis that money damages are an adequate remedy. SpinCo agrees that the remedies at Law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss, and waives any defense in any action by Parent for specific performance that a remedy at Law would be adequate. SpinCo also waives any requirements that Parent secure or post any bond or similar security with respect to such remedy.

9.5 Venue for Injunctive Relief and Specific Performance Claims by Parent. Notwithstanding anything to the contrary in this Agreement or the Separation Agreement (or any Ancillary Agreement), Parent may bring any claim for specific performance, declaratory relief and injunctive or other equitable relief (on a permanent, emergency, temporary, preliminary or interim basis) under Section 9.3 or Section 9.4 of this Agreement (a "Chosen Court Claim") either (a) pursuant to the procedures contained in Section 11.03, Section 11.04 and Section 11.05 of the Separation Agreement or (b) at Parent's sole and absolute discretion, in the Delaware Court of Chancery (or, if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) (the "Chosen Courts"). SpinCo irrevocably consents and agrees, on behalf of itself and each SpinCo Group member, to the jurisdiction, forum and venue of the Chosen Courts for a Chosen Court Claim, and agrees that it shall not assert, and shall hereby waive, any claim or right or defense that it is not subject to the jurisdiction of the Chosen Courts, that the venue is improper, that the forum is inconvenient, that the Chosen Court Claim should instead be arbitrated by agreement of Parent or operation of law, or any similar objection, claim or argument.

ARTICLE X – MISCELLANEOUS PROVISIONS

10.1 Conflicting Agreements. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Separation Agreement, this Agreement shall control with respect to the subject matter thereof; provided, however, for the avoidance of doubt that Section 2.07 of the Separation Agreement shall apply mutatis mutandis to this Agreement.

10.2 Specified Matters. Notwithstanding anything to the contrary in this Agreement, the matters specified in Schedule A shall in addition be subject to the provisions of Schedule A, which shall govern in the event of any conflict between the provisions of Schedule A and any provision in this Agreement.

10.3 Interest on Late Payments. With respect to any payment between the Parties pursuant to this Agreement not made by the due date set forth in this Agreement for such payment, the outstanding amount will accrue interest at a rate per annum equal to the rate in effect for underpayments under Section 6621 of the Code from such due date to and including the payment date.

10.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

10.5 Successors. This Agreement shall be binding on and inure to the benefit of any successor by merger, acquisition of assets or otherwise, to any of the parties hereto, to the same extent as if such successor had been an original party to this Agreement.

10.6 Application to Present and Future Subsidiaries. This Agreement is being entered into by Parent and SpinCo on behalf of themselves and the members of their respective Group. This Agreement shall constitute a direct obligation of each such Party and shall be deemed to have been readopted and affirmed on behalf of any entity that becomes a Subsidiary of Parent or SpinCo in the future.

10.7 Governing Law. This Agreement and any disputes relating to, arising out of or resulting from this Agreement, including to its execution, performance, or enforcement, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof or of any jurisdiction.

10.8 Assignability. Except as set forth in Section 2.07 of the Separation Agreement, neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by either Party without the prior written consent of the other Party. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. Notwithstanding the foregoing, if any Party to this Agreement (or any of its successors or permitted assigns) (a) shall enter into a consolidation or merger transaction in which such Party is not the surviving entity and the surviving entity acquires or assumes all or substantially all of such Party's assets or (b) shall transfer all or substantially all of such Party's assets to any Person, then, in each such case, the assigning Party (or its successors or permitted assigns, as applicable) shall ensure that the assignee or successor-in-interest expressly assumes in writing all of the obligations of the assigning Party under this Agreement, and the assigning Party shall not be required to seek consent, but shall provide written notice and evidence of such assignment, assumption or succession to the non-assigning Party. No assignment permitted by this Section 10.8 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

10.9 Further Assurances. Subject to the provisions hereof, the Parties hereto shall make, execute, acknowledge and deliver, or cause to be made, executed, acknowledged and delivered, such other instruments and documents, and take or do, or cause to be taken or done, all such other actions and all things reasonably necessary, proper or advisable under applicable Laws and agreements to effectuate the provisions and purposes of this Agreement and to consummate and make effective the transactions contemplated hereby.

10.10 Survival. Notwithstanding anything to the contrary in this Agreement, all representations, covenants and obligations contained in this Agreement shall survive until the expiration of the applicable statute of limitations with respect to any such matter (including extensions thereof).

10.11 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court or arbitrator of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances, or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court or arbitrator determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

10.12 Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party. Any decision by any Party to waive or to not waive any provision of this Agreement is in such Party's sole and absolute discretion.

10.13 Headings. The article, section and paragraph headings contained in this Agreement, including in the table of contents of this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.14 Waivers of Default. No failure or delay of any Party (or the applicable member of its Group) in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

10.15 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties shall continue to provide services and honor all other commitments under this Agreement, each other Ancillary Agreement and the Separation Agreement during the course of dispute resolution pursuant to the provisions of Article IX with respect to all matters not subject to such dispute resolution.

10.16 Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given (a) when delivered in person, (b) on the date received, if sent by a nationally recognized delivery or courier service, (c) upon written confirmation of receipt after transmittal by electronic mail or (d) upon the earlier of confirmed receipt or the fifth (5th) business day following the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Parent, to:

General Electric Company
5 Necco Street
Boston, MA 02210
Attn: [***]
Email: [***]

and with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Jeffrey B. Samuels
Brian D. Krause
Email: jsamuels@paulweiss.com
bkrause@paulweiss.com

If to SpinCo, to:

GE HealthCare Technologies Inc.
500 W. Monroe Street
Chicago, IL 60661
Attn: [***]
Email: [***]

Either Party may, by notice to the other Party, change the address and identity of the Person to which such notices and copies of such notices are to be given. Each Party agrees that nothing in this Agreement shall affect any other Party's right to serve process in any other manner permitted by Law (including pursuant to the rules for foreign service of process authorized by the Hague Convention).

10.17 Interpretation. Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires. The terms "hereof," "herein," "herewith" and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all of the schedules hereto) and not to any particular provision of this Agreement. Article, Section or schedule references are to the articles, sections and schedules of or to this Agreement unless otherwise specified. Any capitalized terms used in this Agreement but not otherwise defined therein shall have the meaning as defined in the Separation Agreement. Any definition of or reference to any agreement, instrument or other document herein (including any reference herein to this Agreement) shall, unless otherwise stated, be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth therein, including in Section 10.12). The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified. The word "or" shall not be exclusive. The word "extent"

in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if." All references to "$" or dollar amounts are to the lawful currency of the United States of America. References herein to any Law shall be deemed to refer to such law as amended, reenacted, supplemented or superseded in whole or in part and in effect from time to time and also to all rules and regulations promulgated thereunder. Except as expressly set forth in this Agreement, the Parties (or their respective Group members) shall make, or cause to be made, any payment that is required to be made pursuant to this Agreement as promptly as practicable and without regard to any local currency constraints or similar restrictions. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provisions hereof.

10.18 Distribution Date. This Agreement shall become effective only upon the Distribution Date.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ Jennifer B. VanBelle
Name: Jennifer B. VanBelle
Title: Senior Vice President & Treasurer

GE HEALTHCARE TECHNOLOGIES INC.

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Senior Vice President

[*Signature Page to Tax Matters Agreement*]

EMPLOYEE MATTERS AGREEMENT

THIS EMPLOYEE MATTERS AGREEMENT ("Employee Matters Agreement") is executed effective as of January 2, 2023, by and between General Electric Company, a New York corporation ("Parent") and GE HealthCare Technologies Inc., a Delaware corporation ("SpinCo") (collectively, the "Parties").

WHEREAS, the Parties have entered into a Separation and Distribution Agreement dated November 7, 2022 (as amended, the "Separation Agreement"); and

WHEREAS, the Parties desire to set forth in writing the terms and conditions governing employee matters related to the Separation Transactions as set forth in this Employee Matters Agreement, which shall supplement the provisions of the Separation Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth in the Separation Agreement and herein, and other good and valuable consideration, and contingent upon the Distribution, the Parties hereby agree as follows:

SECTION 1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Separation Agreement unless otherwise indicated.

"Allocated Plan" means each Parent Plan identified in Appendix A for which sponsorship is transferred to a member of the SpinCo Group in accordance with the terms of this Employee Matters Agreement.

"Assets" for purposes of this Employee Matters Agreement is applicable only with respect to those Parent Plans or Business Plans which are funded by a trust that is exempt from tax under Section 501(a) of the Code, and the Heller Financial Executive Deferred Compensation Plan and Heller Financial Inc. Deferral Restoration Plan which are each funded by a Rabbi trust.

"Business Plan" means each (i) "employee benefit plan," as defined in Section 3(3) of ERISA (whether or not subject to ERISA), (ii) other plan, program, fund, scheme or agreement, whether written or unwritten, providing for compensation, bonuses, profit-sharing, equity compensation or other forms of incentive or deferred compensation, insurance (including self-insured arrangements), health, medical or other welfare benefits, or post-employment or retirement benefits (including severance or other compensation, pension, health, medical, life insurance or other welfare benefits), and (iii) Employee Agreement, in each case which is sponsored, maintained, or administered or contributed to by one or more members of the SpinCo Group or with respect to which a SpinCo Group member has any Liability. Effective upon the applicable Split Date, the Business Plans shall include the Allocated Plans and the Mirror Plans for which Liabilities (and Assets, where applicable) are transferred or allocated to the SpinCo Group, and shall exclude the Business Plans listed in

Appendix B for which sponsorship is transferred to a member of the Parent Group (the "Retained Plans") and the Parent Plans retained by Parent Group, each in accordance with the terms of this Employee Matters Agreement.

"COBRA" means the continuation coverage requirements under Section 4980B of the Internal Revenue Code and Part 6 of Subtitle B of Title I of ERISA.

"Continuation Period" means the period from the Distribution Date, through the later of (i) any continuation period required by applicable Law, and (ii) (A) for Employees other than those primarily employed in Canada, a period of twelve (12) months following the Distribution Date, or (B) for Employees primarily employed in Canada, a period of twenty-four (24) months following the Distribution Date.

"Deferred Plans" means the General Electric Company Annual Executive Incentive Plan, GE Incentive Compensation Plan, General Electric Company 2011 Executive Deferred Salary Plan, General Electric Company 2006 Executive Deferred Salary Plan, General Electric Company 2003 Executive Deferred Salary Plan, General Electric Company 2002 Executive Officer Deferred Salary Plan, General Electric Company 2001 Executive Officer Deferred Salary Plan, General Electric Company 2000 Executive Deferred Salary Plan, General Electric Company 1999 Executive Officer Deferred Salary Plan, General Electric Company 1998 Executive Officer Deferred Salary Plan, General Electric Company 1997 Executive Deferred Salary Plan, General Electric Company 1996 Executive Officer Deferred Salary Plan, General Electric Company 1995 Executive Officer Deferred Salary Plan, General Electric Company 1994 Executive Deferred Salary Plan, General Electric Company 1991 Executive Deferred Salary Plan, General Electric Company -1987 Executive Deferred Salary Plan, and RCA Executive Deferred Compensation Plan.

"De-Risking Transaction" means a transaction that transfers any Liabilities with respect to the GEPP or GEPP Mirror Plan, any GE Non-Qualified Pension Plan or Non-Qualified Mirror Pension Plans, the GE Restoration Plan or Restoration Mirror Plan or any Deferred Plan or Non-Qualified Deferred Compensation Mirror Plan to an unrelated third party, or otherwise eliminates the plan sponsor's obligation to satisfy such Liabilities, including: (i) the purchase of an annuity contract pursuant to which any portion of such plan's Liabilities are transferred to the contract issuer, (ii) a lump sum window offering, or (iii) the termination of all or part of such plan. For the avoidance of doubt, freezing the GEPP or GEPP Mirror Plan will not be considered a De-Risking Transaction.

"Employee" means each employee of (i) a SpinCo Group member as of the Distribution Date, including any employee who is on a leave of absence (including due to disability) (and their Plan Payees, as applicable), (ii) GE Operations Indonesia PT, who remains employed by that entity at the time the entity becomes a SpinCo Group member, or (iii) another Parent Group member as of the Distribution Date who is employed outside of the U.S. and would have become a SpinCo employee on the Distribution Date, as determined by Parent, but for a delay transferring the employee from the employee's employing entity. GESA Employees outside of the U.S. are not Employees for purposes of this Employee Matters Agreement, except for purposes of Sections 5(c), 5(d), 5(g), and 12(d) herein. For purposes of Sections

5(c), 5(d), 5(g), and 12(d) of this Employee Matters Agreement (U.S. Health and Other Welfare Benefits), "Employee" also includes any employee hired by a SpinCo Group member after the Distribution Date.

"Employee Agreement" means each (i) employment, retention, termination, severance, change in control, and other similar agreement between an Employee and a member of either the Parent Group or the SpinCo Group, and (ii) separation or other individual agreement between a Former Employee or a Legacy Former Employee and a member of either the Parent Group or the SpinCo Group that provides for post-separation benefits or compensation. For purposes of this definition as used in this Employee Matters Agreement, the term "SpinCo Group" shall have the meaning assigned to it in the Separation Agreement and shall also include any previously divested business of Parent or any of its current or former Affiliates which Parent attributes to the SpinCo Group.

"Employment Liabilities" means any and all Liabilities (contingent, known or unknown, asserted, unasserted, or otherwise) relating to, arising out of, or resulting from: (i) the employment of, or services provided by, (A) an Employee, Former Employee, or Legacy Former Employee, and/or (B) a current or former individual independent contractor, consultant or other individual service provider who is or was providing services primarily for the benefit of the SpinCo Business as determined by Parent (collectively, "Service Providers"), including termination of employment, or termination of services provided by, an Employee, Former Employee, Legacy Former Employee, or Service Provider, (ii) any Business Plan (including any Mirror Plan or Allocated Plan), and/or (iii) Health and Other Welfare Liabilities described in Section 5(c) of this Employee Matters Agreement, in each case whether arising before, on, or after the applicable Split Date, and including any claims for benefits, fiduciary breach, or any type of equitable or non-monetary remedies, and obligations for related taxes and penalties. Such Liabilities are Employment Liabilities regardless of when such Liabilities, or any actual or alleged act, error, or omission giving rise to Liabilities, arose or accrued, including before, on, or after the applicable Split Date, with respect to each participant in such Business Plan. Notwithstanding the foregoing, employment tax Liabilities with respect to Legacy Former Employees for periods prior to the applicable Split Date shall remain the obligation of Parent as provided in the TMA.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations issued thereunder.

"Former Employee" means each former employee (and their Plan Payees, as applicable) of Parent or any of its current or former Affiliates (including current or former members of the SpinCo Group) who when last employed by Parent or a current or former Parent Affiliate, was providing services primarily for the benefit of the SpinCo Business or Former SpinCo Business as determined by Parent. For purposes of Sections 5(c), 5(d), 5(g), and 12(d) of this Employee Matters Agreement (U.S. Health and Other Welfare Benefits), "Former Employee" also includes any employee hired by a SpinCo Group member after the Distribution Date who becomes a former employee of a SpinCo Group member after the Distribution Date.

"Future Hire" means each individual listed on Appendix I and any replacements for such individuals, if the replacement is located in the same country as the listed individual being replaced.

"GE Non-Qualified Pension Plans" means the GE Supplementary Pension Plan (including the GE Executive Retirement Benefit ("ERB")), the GE Excess Benefits Plan, the GE Executive Special Early Retirement Option and Plant Closing Pension Retirement Plan, the GE Expatriate Local Placement Pension Plan, the GE Expatriate Pension Plan, the GE Retirement for the Good of the Company Program, and the Employment Agreements that provide unfunded retirement benefits.

"GESA Employee" means each employee of a SpinCo Group member who is engaged to provide services to a non-SpinCo Group member entity pursuant to the terms of a Global Employee Services Agreement ("GESA") or secondment agreement and who will transfer to the non-SpinCo Group member pursuant to the terms of a GESA or secondment agreement or will otherwise remain subject to a GESA or secondment agreement during their term of employment with a SpinCo Group member.

"Legacy Former Employee" means each former employee (and their Plan Payees, as applicable) of Parent or any of its current or former Affiliates who is not a Former Employee (as determined by Parent) but with respect to whom Liabilities are being transferred to a member of the SpinCo Group. As soon as practicable following the Distribution, Parent will provide SpinCo with a list of all Legacy Former Employees as of the Distribution Date.

"Liability Split Date" means the applicable date set forth in Appendix D or Appendix E for assumption of Health and Other Welfare Liabilities by SpinCo.

"Maintained Health and Welfare Plans" means the Parent Plans identified on Appendix D.

"Maintenance Period" means, except as otherwise provided in Appendix D, the period ending December 31, 2026.

"Mirror Plan" means each Business Plan sponsored by a member of the SpinCo Group to which Liabilities (and Assets, where applicable) are transferred from a Parent Plan on the Split Date.

"Non-U.S. Employees" means all employees of a SpinCo Group member who are not U.S. Employees.

"Parent Health and Welfare Plans" means the Parent Plans identified in Appendix E.

"Parent Plan" means each (i) "employee benefit plan," as defined in Section 3(3) of ERISA (whether or not subject to ERISA), (ii) other plan, program, fund, scheme or agreement, whether written or unwritten, providing for compensation, bonuses, profit-sharing, equity compensation or other forms of incentive or deferred compensation, insurance (including self-insured arrangements), health, medical or other welfare benefits, or post-employment or

retirement benefits (including severance or other compensation, pension, health, medical, life insurance or other welfare benefits), and (iii) Employee Agreement, in each case which is sponsored, maintained, administered or contributed to by Parent or any Affiliate (other than a member of the SpinCo Group) or with respect to which Parent or any Affiliate (other than a member of the SpinCo Group) has any Liability. Effective upon the applicable Split Date, Parent Plans shall include the Retained Plans, and shall exclude the Allocated Plans and Mirror Plans for which Liabilities (and Assets, where applicable) are transferred to the SpinCo Group, each in accordance with the terms of this Employee Matters Agreement.

"Plan Payee" means, as to each individual who participates in a Business Plan or a Parent Plan, such individual's dependents, beneficiaries, alternate payees, and alternative recipients, as applicable, under each such Business Plan or Parent Plan. For the avoidance of doubt, to the extent an individual is both a Plan Payee and a current or former employee of Parent or any of its Affiliates, references to "Plan Payee" shall be deemed to refer to such individual only in his or her capacity as such a dependent, beneficiary, alternate payee, or alternative recipient, as applicable.

"Puerto Rico Health and Welfare Retained Plans" means the Health Plan insured by Triple-S Salud in Puerto Rico (Caribe Plan) and Long-Term Disability Income (Caribe Plan) on Appendix B. The Liability Split Date for the Puerto Rico Health and Welfare Retained Plans shall be January 1, 2023.

"Split Date" means with respect to each Split Plan, Allocated Plan and Retained Plan: (i) the date upon which certain Parent Plan Liabilities (and Assets, where applicable) that are attributable to Employees, Former Employees and Legacy Former Employees will be allocated and transferred, as described herein, to a Mirror Plan or member of the SpinCo Group, (ii) the date upon which the sponsorship of (and responsibility for) the Allocated Plan will be transferred to a member of the SpinCo Group, or (iii) the date upon which sponsorship of (and responsibility for) the Retained Plan will be transferred to a member of the Parent Group. The Split Date for the Parent Plans listed in Appendix C, the Retained Plans listed in Appendix B, and the Allocated Plans listed in Appendix A, shall be the applicable date listed in the relevant Appendix. The Split Date for the GE U.K. Pension Plan shall be January 1, 2023. The Split Date for the GE Canadian Pension Plans shall be January 1, 2023. The Split Date for the Dutch Pension Plan shall be November 1, 2022. The Split Date for the Maintained Health and Welfare Plans shall be January 1, 2024 (the "Plan Split Date"), although Health and Other Welfare Plan Liabilities for the Maintained Health and Welfare Plans shall be allocated and transferred to a member of the SpinCo Group, as described herein, on the applicable Liability Split Date.

"Split Plans" means those Parent Plans for which Liabilities (and Assets, where applicable) will be allocated between Parent and SpinCo. The Split Plans are the plans identified in Appendix C and the Maintained Health and Welfare Plans.

"Transition Services Period" means the period following the Distribution Date as provided in the Transition Services Agreement, or such other period mutually agreed upon by the Parties with respect to a specific administrative service.

"U.S. Employees" means all employees of a SpinCo Group member employed in the United States.

SECTION 2. Assumption of Certain Obligations and Liabilities.

(a) *General Liability Allocation*. To the fullest extent permitted by applicable Law, SpinCo shall, or shall cause one or more of the SpinCo Group members to, assume or retain, as the case may be, any and all Employment Liabilities, and Parent and each other member of the Parent Group shall transfer, assign, and convey, each effective as of the following dates: (i) in the case of Employment Liabilities other than those related to the Mirror Plans or Allocated Plans, the Distribution Date, (ii) in the case of Employment Liabilities related to the Mirror Plans and the Allocated Plans, the applicable Split Date. Without limiting the generality of the foregoing, one or more of the SpinCo Group members shall assume or retain the Liabilities described in Section 5(c) of this Employee Matters Agreement (U.S. Health and Other Welfare Benefits) related to participation by Employees, Former Employees, and Legacy Former Employees in Parent Health and Welfare Plans from and after the Liability Split Date.

If applicable Law does not permit the assumption or retention, or the transfer, assignment, or conveyance, of a certain Employment Liability, then solely with respect to that Employment Liability, SpinCo or any of the other SpinCo Group members shall indemnify, defend and hold harmless the Parent Indemnitees against any and all losses related to such Employment Liability.

(b) *Bonuses*. With respect to the fiscal year in which the Distribution Date occurs and each fiscal year thereafter, SpinCo shall be solely responsible for paying (or causing to be paid) annual cash incentive bonuses to all Employees (and, if applicable, Former Employees). For the calendar year in which the Distribution Date occurs, (i) SpinCo shall maintain a bonus plan for the benefit of Employees (and, if applicable, Former Employees) with substantially the same terms and conditions as the annual bonus plan applicable to such Employees (and, if applicable, Former Employees) immediately prior to the Distribution Date, except that SpinCo may adjust the performance goals to the extent necessary or appropriate to maintain the intended incentive opportunity, and (ii) SpinCo shall pay (or cause to be paid) the bonuses due to each Employee (and, if applicable, each Former Employee) under such bonus plan (taking into account any adjustments made pursuant to (i) above) during the next following calendar year consistent with past practice under the comparable Parent Plan. Notwithstanding anything to the contrary in this Employee Matters Agreement, Parent shall fund the full amount of any retention bonuses paid in connection with the Distribution.

(c) *Individual Employee Agreements*. SpinCo shall, or shall cause another member of the SpinCo Group to, assume or retain exclusive responsibility for all Employee Agreements with Employees, Former Employees and Legacy Former Employees, which are or shall become Business Plans on and after the Split Date.

(d) *Vacation and Paid Time-Off*. Effective as of the Distribution Date, SpinCo shall, or shall cause another member of the SpinCo Group to, assume or retain all obligations of the Parent Group members for the accrued, unused vacation and other paid time off or leave benefits for Employees, Former Employees and Legacy Former Employees.

(e) *Litigation.* If a member of the Parent Group is a party to an Action brought by or on behalf of an Employee, Former Employee or Legacy Former Employee (including a class thereof), or related to a Business Plan (including an Allocated Plan or Mirror Plan), then a SpinCo Group member shall indemnify, defend and hold harmless the Parent Indemnitees from and against any and all Liabilities of the Parent Indemnitees to the extent relating to, arising out of or resulting from such Action and manage any such Action (including without limitation any SpinCo Directed Actions) pursuant to the terms of the Separation Agreement; provided, however that SpinCo shall not have any indemnification obligations with respect to any Parent Retained Liabilities. If SpinCo or another member of the SpinCo Group is a party to an Action brought by an employee who is not an Employee, Former Employee, or Legacy Former Employee, and such Action relates to a Parent Plan, then a Parent Group member shall indemnify, defend and hold harmless the SpinCo Indemnitees from and against any and all Liabilities of the SpinCo Indemnitees to the extent relating to, arising out of or resulting from such Action and manage any such Action (including without limitation any Parent Directed Actions) pursuant to the terms of the Separation Agreement; provided, however that Parent shall not have any indemnification obligations with respect to any SpinCo Liabilities.

(f) *Workers' Compensation*. For the avoidance of doubt, SpinCo or another member of the SpinCo Group shall establish a workers' compensation program covering all members of SpinCo Group, effective as of the Distribution Date, and shall cease to have access to any Parent Group workers' compensation programs for any injuries from and after the Distribution Date. Parent Group workers' compensation programs shall cover any injuries occurring before the Distribution Date for Employees, Former Employees and Legacy Former Employees, provided that such Employees, Former Employees and Legacy Former Employees, and such injuries, are otherwise eligible for coverage under the Parent Group's workers' compensation programs.

SECTION 3. Employment.

(a) *Continuation of Employment.* SpinCo shall, or shall cause another member of the SpinCo Group to, employ each Employee employed immediately prior to the Distribution Date.

(b) *Automatic Transfer of Employment.* Parent and SpinCo agree that they will comply with the requirements of all applicable legislation affecting the automatic transfer of employees on the sale, transfer or continuation of a business and/or the provision of services and that they will work to provide an orderly transition for those employees who will automatically transfer pursuant to applicable Law at the end of the applicable Service Period or other termination of services as set forth in the TSA.

(c) *No Guarantee of Employment*. Notwithstanding any other provision of this Employee Matters Agreement or the Separation Agreement, and subject to applicable Law, no SpinCo Group member shall be obligated to continue to employ any Employee for any specific period of time.

(d) *Employee Representative Agreements*. Effective as of the Distribution Date, SpinCo shall, or shall cause another SpinCo Group member to, assume or remain a party to all collective bargaining, works council or other similar employee representative agreements (the employee representative party to such agreements, collectively, "Appropriate Representatives"), or honor the obligations thereunder, that apply to any Employees and either (i) require assumption by Law, or (ii) state that such agreement or obligation applies to successors (collectively, "Employee Representative Agreements"). If there are Employee Representative Agreements that continue to cover employees of the SpinCo Group and employees of the Parent Group, the Parties will work together in good faith and in accordance with applicable Law to have separate agreements in place by the Distribution Date in the U.S., and to open and manage negotiations with the applicable Appropriate Representative with a goal of establishing separate agreements to be in place by the Distribution Date, where possible on reasonable terms that are acceptable to both SpinCo and Parent, outside of the U.S.

(e) *Future Hires*. A member of the SpinCo Group shall offer employment to each Future Hire consistent with any applicable Transition Services Period and applicable Law.

SECTION 4. Employment Terms Following the Distribution Date.

(a) *Terms and Conditions of Employment*. Consistent with applicable Law, during the applicable Continuation Period, a SpinCo Group member shall provide each Employee employed immediately prior to the Distribution Date with the following:

(i) at least the same salary or wages, cash incentive compensation opportunities and cash bonus opportunities (excluding any transaction-related, retention or similar opportunities) as were provided to such Employee immediately prior to Distribution Date;

(ii) employee benefits pursuant to plans, programs, policies and arrangements for the Employees that provide benefits to such Employees that have a comparable aggregate value to those benefits (excluding equity awards, employee stock purchase plans, and *de minimis* fringe benefits) to which they were entitled immediately prior to the Distribution Date, subject to the requirements of the TSA; and

(iii) to the extent required by applicable Law, an Employee Representative Agreement, a Parent Plan or a Business Plan, other material terms and conditions of employment as were provided to such Employee immediately prior to the Distribution Date.

(b) *Vacation and Paid Time Off*. SpinCo shall, or shall cause another member of the SpinCo Group to, provide vacation, paid time off, and leave benefits to Employees during the Continuation Period (or such longer period required by applicable Law) that are at least as favorable (and take into account the same service) as those provided to Employees under the applicable vacation, paid time off, or leave program immediately prior to the Distribution Date.

(c) *Severance Benefits*. SpinCo shall, or shall cause another member of the SpinCo Group to, provide severance benefits to any Employee who was employed immediately prior to the Distribution Date, but who is laid off or terminated by a SpinCo Group member during the 12-month period immediately following the Distribution Date in an amount that is equal to the greater of (i) the severance benefits, if any, to which the Employee would have been entitled under the circumstances pursuant to the terms of any Parent Plan or Business Plan that is a severance or layoff plan as would have applied to such Employee if such termination occurred immediately prior to the Distribution Date, or (ii) the severance benefits, if any, provided under the severance arrangements of a SpinCo Group member applicable to similarly-situated employees and in connection with comparable terminations of employment, in each case to be calculated on the basis of the Employee's compensation and service at the time of the layoff or other termination. In addition, SpinCo shall consider such eligible laid off or terminated Employee for a pro rata bonus under the terms any bonus plan of the applicable SpinCo Group member in which the employee participates.

(d) *Credit for Service*.

SpinCo shall, and shall cause the other SpinCo Group members to, credit Employees for all service earned on and prior to the Distribution Date with the Parent Group and the SpinCo Group, in addition to service earned with the SpinCo Group on and after the Distribution Date for all purposes, including under the Business Plans (including the Mirror Plans and Allocated Plans) and other similar plans and programs sponsored by a SpinCo Group member; provided, however, that in no event shall SpinCo be required to credit service for Employees in a manner that results in a duplication of service under a plan with respect to a period. The SpinCo Group shall not amend any provision of a Business Plan (including a Mirror Plan or an Allocated Plan) as to any participant as of the applicable Split Date in any manner that would reduce the credit for service for such individual that is provided under this Section 4(d), or if more generous, under the applicable plan or applicable Law.

SECTION 5. Parent Plans.

(a) *U.S. Pension Benefits*. Effective as of the applicable Split Date, (i) (A) Parent shall transfer from the GE Pension Plan (the "GEPP") to a tax-qualified defined benefit plan sponsored by SpinCo or another member of the SpinCo Group (the "GEPP Mirror Plan") all Liabilities and allocable assets determined in accordance with Internal Revenue Code Section 414(*l*) under the GEPP with respect to Employees, Former Employees and Legacy Former Employees, and (B) the GEPP Mirror Plan shall assume all such assets and Liabilities from the GEPP, (ii) (A) Parent shall transfer from the GE Non-Qualified Pension Plans to plans sponsored by SpinCo or another member of the SpinCo Group (the "Non-Qualified Pension Mirror Plans") all Liabilities under the GE Non-Qualified Pension Plans with respect to Employees, Former Employees and Legacy Former Employees and (B) the Non-Qualified Pension Mirror Plans shall assume all such Liabilities from the GE Non-Qualified Pension Plans, (iii) (A) the Parent Group shall transfer the sponsorship of (and responsibility for) all Allocated Plans (including all Liabilities and Assets, where applicable, thereunder) to SpinCo or another member of the SpinCo Group, and (B) SpinCo or another member of the SpinCo Group shall assume the sponsorship of (and responsibility for) all such Allocated Plans (including all Liabilities and Assets, where applicable, thereunder), and (iv) the SpinCo

Group shall assume all responsibility for funding and paying (or causing to be paid) the Liabilities transferred as described in this Section 5(a). For the avoidance of doubt, neither the transfers described in this Section 5(a), nor the Distribution Date shall be treated as a "Separation from Service," as defined under Treasury Regulation § 1.409A-1(h), for purposes of the GE Non-Qualified Pension Plans, the Non-Qualified Pension Mirror Plans, or the Allocated Plans described in this Section 5(a). Parent shall draft the plan documents for the GEPP Mirror Plan and the Non-Qualified Pension Mirror Plans, which shall be adopted by SpinCo (or if applicable, another member of the SpinCo Group) without alteration.

The Liabilities transferred in accordance with this Section 5(a) shall cease to be Liabilities of the GEPP (and the GEPP Assets transferred in accordance with this Section 5(a) shall cease to be Assets of the GEPP), the GE Non-Qualified Pension Plans, and the Parent Group (excluding the SpinCo Group) as of the Split Date. From and after the Split Date, the GEPP Mirror Plan, Non-Qualified Pension Mirror Plans, the Allocated Plans, and the SpinCo Group, as applicable, shall be responsible for all obligations and Liabilities (including, for the avoidance of doubt, the obligation to defend claims related to benefits or benefits eligibility) with respect to, or in any way related to, the Liabilities transferred under this Section 5(a), whether accrued before, on or after the Split Date.

The plan documents for the GEPP Mirror Plan and the Non-Qualified Pension Mirror Plans adopted on the applicable Split Date shall reflect the service crediting requirements described in Section 4(d) of this Employee Matters Agreement.

The SpinCo Group shall not amend any provision of the GEPP Mirror Plan or any Non-Qualified Pension Mirror Plan or Allocated Plan as to any participant as of the applicable Split Date in any manner that would: (1) reduce service crediting for such individual, (2) adversely affect the benefits (vested or unvested) to which an individual would have been entitled immediately prior to the date of such amendment if the individual were vested in such benefits, or (3) not be permitted by the Plan terms in effect on the Split Date. In addition, during the Maintenance Period, (i) no member of the SpinCo Group may undertake any De-Risking Transaction or otherwise amend the GEPP Mirror Plan or any Non-Qualified Pension Mirror Plan with respect to then-existing Liabilities, and (ii) no member of the Parent Group may undertake any De-Risking Transaction or otherwise amend the GEPP or any GE Non-Qualified Pension Plan with respect to then-existing Liabilities (other than in connection with the spin-off of Liabilities to the GE Energy business).

The SpinCo Group shall be solely and exclusively responsible for, and shall indemnify and defend the Parent Group against, any and all claims related to (x) the establishment of, or transfer of Liabilities and Assets, where applicable to, the GEPP Mirror Plan, the Non-Qualified Pension Mirror Plans, and/or the SpinCo Group, (y) the transfer of sponsorship of the Allocated Plans from the Parent Group to the SpinCo Group, and/or (z) any amendments to, or termination of, the GEPP Mirror Plan, any Non-Qualified Pension Mirror Plan, or any Allocated Plan. For the avoidance of doubt, the SpinCo Group shall be solely and exclusively responsible for all Liabilities arising from (x), (y) or (z) cited immediately above.

(b) *U.S. GE Retirement Savings and Restoration Plans*. Effective as of the applicable Split Date, (i) (A) Parent shall transfer from the GE Retirement Savings Plan (the "GE RSP") to a tax-qualified defined contribution plan sponsored by SpinCo or another member of the SpinCo Group (the "RSP Mirror Plan") all Assets and Liabilities under the GE RSP with respect to Employees, Former Employees and Legacy Former Employees and (B) the RSP Mirror Plan shall assume all such Assets and Liabilities from the GE RSP, (ii) (A) Parent shall transfer from the GE Restoration Plan to a comparable plan sponsored by SpinCo or another member of the SpinCo Group (the "Restoration Mirror Plan"), all Liabilities under the GE Restoration Plan with respect to Employees, Former Employees and Legacy Former Employees and (B) the Restoration Mirror Plan shall assume all such Liabilities from the Restoration Mirror Plan, and (iii) the SpinCo Group shall assume all responsibility for funding and paying (or causing to be paid) the transferred Liabilities described in this Section 5(b). For the avoidance of doubt, neither the transfers described in this Section 5(b), nor the Distribution Date, shall be treated as a "Separation from Service," as defined under Treasury Regulation § 1.409A-1(h), for purposes of the GE Restoration Plan and the Restoration Mirror Plan. Parent shall draft the plan documents for the RSP Mirror Plan and the Restoration Mirror Plan, which shall be adopted by SpinCo (or if applicable, another member of the SpinCo Group) without alteration.

The Liabilities transferred in accordance with this Section 5(b) shall cease to be Liabilities of the GE RSP (and the GE RSP Assets transferred in accordance with this Section 5(a) shall cease to be Assets of the GE RSP), the GE Restoration Plan, and the Parent Group (excluding the SpinCo Group) as of the Split Date. From and after the Split Date, the RSP Mirror Plan, the Restoration Mirror Plan and the SpinCo Group, as applicable, shall be responsible for all obligations and Liabilities (including, for the avoidance of doubt, the obligation to defend claims related to benefits and/or benefits eligibility) with respect to, or in any way related to, the Liabilities transferred under this Section 5(b), whether accrued before, on or after the Split Date.

The plan documents for the RSP Mirror Plan and the Restoration Mirror Plan adopted on the applicable Split Date shall reflect the service crediting requirements described in Section 4(d) of this Employee Matters Agreement.

The SpinCo Group shall not amend any provision of the RSP Mirror Plan or the Restoration Mirror Plan as to any participant as of the applicable Split Date in any manner that would: (1) reduce service crediting for such individual, (2) adversely affect the benefits (vested or unvested) to which an individual would have been entitled immediately prior to the date of such amendment if the individual were vested in such benefits; or (3) not be permitted by the Plan terms in effect on the Split Date. In addition, during the Maintenance Period, (i) no member of the SpinCo Group may undertake any De-Risking Transaction or otherwise amend the Restoration Mirror Plan with respect to then-existing Liabilities, and (ii) no member of the Parent Group may undertake any De-Risking Transaction or otherwise amend the GE Restoration Plan with respect to then-existing Liabilities (other than in connection with the spin-off of Liabilities to the GE Energy business).

The SpinCo Group shall be solely and exclusively responsible for, and shall indemnify and defend the Parent Group against, any and all claims related to (x) the establishment of, or transfer of Liabilities (and Assets, where applicable) to, the RSP Mirror Plan or the Restoration Mirror Plan, and/or the SpinCo Group, and/or (y) any amendments to, or termination of, the RSP Mirror Plan or the Restoration Mirror Plan. For the avoidance of doubt, the SpinCo Group shall be solely and exclusively responsible for all Liabilities arising from (x) or (y) cited immediately above.

(c) *U.S. Health and Other Welfare Benefits*.

(i) Continued Participation in Parent Health and Welfare Plans. Employees, Former Employees, and Legacy Former Employees who otherwise meet the eligibility requirements of the Parent Health and Welfare Plans shall be eligible to participate in the Parent Health and Welfare Plans for active employees and retirees through December 31, 2023, unless otherwise mutually agreed by the Parties or as otherwise required by applicable Law; provided that the SpinCo Group shall continue to reimburse Parent promptly for the full cost of such benefits (including expenses), as described in this Section 5(c) and Section 12(d) of this Employee Matters Agreement and pay the Parent Group for all administrative and other expenses associated with such continued participation in the Parent Health and Welfare Plans as provided in the TSA.

A SpinCo Group member shall assume responsibility, as of the applicable Liability Split Date set forth in Appendix E, for the cost of all health and other welfare benefits for which Employees, Former Employees, and Legacy Former Employees, are or will become eligible under the Parent Health and Welfare Plans (collectively, the "Health and Other Welfare Liabilities"). From and after the Liability Split Date, the Health and Other Welfare Liabilities shall be Liabilities of the SpinCo Group and shall not be Liabilities of Parent or any member of the Parent Group, and the SpinCo Group shall be solely and exclusively responsible for the Health and Other Welfare Liabilities (although participation in the Parent Health and Welfare Plans will continue as described above).

From and after January 1, 2024, (i) all Employees, Former Employees, and Legacy Former Employees, will cease participation in the Parent Health and Welfare Plans, (ii) Parent Group shall have no responsibility or obligation to allow Employees, Former Employees, and Legacy Former Employees, to participate in the Parent Health and Welfare Plans, and (iii) SpinCo or a member of SpinCo Group shall be solely and exclusively responsible for establishing and maintaining health and welfare plans to provide benefits previously provided under the Parent Health and Welfare Plans to Employees, Former Employees, and Legacy Former Employees.

(ii) Maintained Health and Welfare Plans. Effective as of the applicable Plan Split Date, Parent shall transfer from the Maintained Health and Welfare Plans to the health and welfare plans sponsored by SpinCo or another member of the SpinCo Group that are identical in all material respects to the Maintained Health and Welfare

Plans (the "Mirror Maintained Health and Welfare Plans") all Liabilities under the Maintained Health and Welfare Plans with respect to Employees, Former Employees and Legacy Former Employees, and the Mirror Maintained Health and Welfare Plans shall assume all Liabilities from the Maintained Health and Welfare Plans set forth in Appendix D. Parent shall draft the plan documents for the Mirror Maintained Health and Welfare Plans, which shall be adopted by SpinCo (or if applicable, another member of the SpinCo Group) without alteration.

The plan documents for the Mirror Maintained Health and Welfare Plans adopted on the Plan Split Date shall reflect the service crediting requirements described in Section 4(d) of this Employee Matters Agreement. The SpinCo Group shall not amend or terminate any Mirror Maintained Health and Welfare Plans (except as otherwise required by applicable Law) during the Maintenance Period. For the avoidance of doubt, the SpinCo Group shall be solely and exclusively responsible for all Liabilities arising from any amendment to, or termination of, a Mirror Maintained Health and Welfare Plan.

(iii) Parent Fringe Benefit and Severance Programs. Effective as of the applicable Split Date, Parent shall transfer from the Parent Fringe Benefit and Severance Programs set forth in Appendix C to the comparable fringe benefit and severance programs sponsored by SpinCo or another member of the SpinCo Group (the "Mirror Fringe Benefit and Severance Programs") all Liabilities thereunder with respect to Employees, Former Employees, and Legacy Former Employees, and the Mirror Fringe Benefit and Severance Programs shall assume all such Liabilities. Parent shall draft the plan documents for the Mirror Fringe Benefit and Severance Programs, which shall be adopted by SpinCo (or if applicable, another member of the SpinCo Group) without alteration.

(iv) Transfer of Liabilities for Maintained Health and Welfare Plans or Parent Fringe Benefit and Severance Programs. The Liabilities transferred to the SpinCo Group in accordance with this Section 5(c) shall cease to be Liabilities of the Parent Group (excluding the SpinCo Group), as of the Liability Split Date, and the Liabilities transferred to the Mirror Maintained Health and Welfare Plans and Mirror Fringe Benefit and Severance Programs in accordance with this Section 5(c) shall cease to be liabilities of the Maintained Health and Welfare Plans as of the applicable Plan Split Date, and the Parent Fringe Benefit and Severance Programs as of the applicable Split Date. From and after the applicable Liability Split Date, Plan Split Date, or Split Date, the SpinCo Group, the Mirror Maintained Health and Welfare Plans, and the Mirror Fringe Benefit and Severance Programs, as applicable, shall be responsible for all obligations and Liabilities with respect to, or in any way related to, the Liabilities transferred under this Section 5(c), whether accrued before, on or after the Split Date.

(v) Indemnity for Mirror Maintained Health and Welfare Plans, Mirror Fringe Benefit and Severance Programs, and Parent Health and Welfare Plans. The SpinCo Group shall be solely and exclusively responsible for, and shall indemnify and defend

the Parent Group against, any and all claims related to the establishment of, or transfer of Liabilities to, the Mirror Maintained Health and Welfare Plans or Mirror Fringe Benefit and Severance Programs, and/or the SpinCo Group, and/or any amendments to, or termination of, the Mirror Maintained Health and Welfare Plans or Mirror Fringe Benefit and Severance Programs. For the avoidance of doubt, the SpinCo Group shall be solely and exclusively responsible for all Liabilities arising from the establishment of the Mirror Maintained Health and Welfare Plans or Mirror Fringe Benefit and Severance Programs or any such amendment or termination of the Mirror Maintained Health and Welfare Plans or Mirror Fringe Benefit and Severance Programs. The SpinCo Group shall be solely and exclusively responsible for, and shall indemnify and defend the Parent Group against, any and all claims related to participation by, or termination of participation by, Employees, Former Employees, and Legacy Former Employees, in the Parent Health and Welfare Plans. For the avoidance of doubt, the SpinCo Group shall be solely and exclusively responsible for all Liabilities arising from the foregoing.

(d) *Parent FSA Plans*. U.S. Employees shall remain eligible to participate in health care and dependent care flexible spending account arrangements under the Parent Health and Welfare Plans (collectively, the "Parent FSA Plans") through December 31, 2022 (and thereafter for any amounts rolled over in accordance with the terms of the Parent FSA Plans). SpinCo or another member of the SpinCo Group shall establish a cafeteria plan (within the meaning of Section 125 of the Internal Revenue Code) with health care and dependent care flexible spending account arrangements (the "SpinCo Cafeteria Plan") effective immediately after the date the U.S. Employees are no longer eligible for the Parent FSA Plans. Parent shall draft the plan documents for the SpinCo Cafeteria Plan, which shall be adopted by SpinCo (or if applicable, another member of the SpinCo Group) without alteration. If the contributions withheld from Employees' wages for the calendar year ending December 31, 2022 for benefits under any Parent FSA Plan exceed the sum of claims paid for such Parent FSA Plan, Parent shall transfer the excess to a corresponding flexible spending account plan maintained by SpinCo or another member of the SpinCo Group to the extent necessary to reimburse claims incurred in 2023 under the SpinCo Cafeteria Plan, provided that the transferred amounts shall not exceed the 2022 carryover limit under the Parent Health FSA or claims incurred during the grace period (January 1, 2023 through March 15, 2023) for the dependent care FSA.

(e) *U.S. Deferred Salary and Deferred Annual Incentive Plans*. Effective as of the applicable Split Date, (i) Parent shall transfer from the Deferred Plans to plans sponsored by SpinCo or another member of the SpinCo Group (the "Non-Qualified Deferred Compensation Mirror Plans") all Liabilities under the Deferred Plans with respect to Employees, Former Employees and Legacy Former Employees, (ii) the Non-Qualified Deferred Compensation Mirror Plans shall assume all such Liabilities from the Deferred Plans, and (iii) the SpinCo Group shall assume all responsibility for funding and paying (or causing to be paid) the Liabilities transferred as described in this Section 5(e). For the avoidance of doubt, neither the transfer described in Section 5(e), nor the Distribution Date, shall be treated as a "Separation from Service," as defined under Treasury Regulation § 1.409A-1(h), for purposes of the Deferred Plans and the Non-Qualified Deferred

Compensation Mirror Plans. Parent shall draft the plan documents for the Non-Qualified Deferred Compensation Mirror Plans, which shall be adopted by SpinCo (or if applicable, another member of the SpinCo Group) without alteration.

The Liabilities transferred in accordance with this Section 5(e) shall cease to be Liabilities of the Deferred Plans and the Parent Group (excluding the SpinCo Group) as of the Split Date. From and after the Split Date, the Non-Qualified Deferred Compensation Mirror Plans and the SpinCo Group, as applicable, shall be responsible for all obligations and Liabilities (including, for the avoidance of doubt, the obligation to defend claims related to benefits and/or benefits eligibility) with respect to, or in any way related to, the Liabilities transferred under this Section 5(e), whether accrued before, on or after the Split Date.

The plan documents for the Non-Qualified Deferred Compensation Mirror Plans adopted on the applicable Split Date shall reflect the service crediting requirements described in Section 4(d) of this Employee Matters Agreement.

The SpinCo Group shall not amend any provision of any Non-Qualified Deferred Compensation Mirror Plan as to any participant as of the applicable Split Date in any manner that would: (A) reduce service crediting for such individual, (B) would adversely affect the benefits (vested or unvested) to which an individual would have been entitled immediately prior to the date of such amendment if the individual were vested in such benefits, or (C) not be permitted by the Plan terms in effect on the Split Date. In addition, during the Maintenance Period, (i) no member of the SpinCo Group may undertake any De-Risking Transaction or otherwise amend any Non-Qualified Deferred Compensation Mirror Plan with respect to then-existing Liabilities, and (ii) no member of the Parent Group may undertake any De-Risking Transaction or otherwise amend any Deferred Plan with respect to then-existing Liabilities (other than in connection with the spin-off of Liabilities to the GE Energy business).

The SpinCo Group shall be solely and exclusively responsible for, and shall indemnify and defend the Parent Group against, any and all claims related to (1) the establishment of, or transfer of Liabilities to, the Non-Qualified Deferred Compensation Mirror Plans, and/or the SpinCo Group, and/or (2) any amendments to, or termination of, any Non-Qualified Deferred Compensation Mirror Plan. For the avoidance of doubt, the SpinCo Group shall be solely and exclusively responsible for all Liabilities arising from (1) or (2) cited immediately above.

(f) *Non-U.S. Benefits*.

(i) GE U.K. Pension Plan. Effective as of the applicable Split Date the applicable GE U.K. Pension Plan Liabilities and Assets, where applicable shall be transferred to the GE HCL Plan (as defined in Appendix G) in accordance with the procedures set forth in Appendix G.

(ii) GE Canadian Pension Plans and Other Benefits. Effective as of the applicable Split Date, the applicable Canadian Pension Plan and other Employee Benefit Plan Liabilities and Assets, shall be transferred in accordance with the procedures set forth in Appendix H.

(iii) GE Dutch Pension Plan. The GE Dutch Pension Plan will remain with STAP APF. Parties are working to transform the "single-client circle GE Nederland" into a "multi-client circle". Under a multi-client circle, both GE and SpinCo Group shall retain all obligations and liabilities regarding their own Employees and Former Employees, such as the timely payment of contributions including contributions for indexation of pensions of former participants and pensioners in the pension plan and exit fees, as applicable, to STAP APF. Former participants who cannot be allocated to a specific GE company will be allocated to the SpinCo Group according to the current financial allocation as described in the current affiliation agreement between GE and STAP APF. Costs relating to the transformation of the single-client circle into a multi-client-circle will be paid by GE taking the current distribution key of the affiliation agreement with STAP into account.

(iv) Puerto Rico Plans. Effective as of the applicable Split Date, (i) the SpinCo Group shall transfer the sponsorship of (and responsibility for) all Liabilities (and Assets, where applicable) for the Retained Plans to Parent or another member of the Parent Group, (ii) Parent or another member of the Parent Group shall assume the sponsorship of (and responsibility for) all Liabilities (and Assets, where applicable) for the Retained Plans, and (iii) SpinCo Group may continue to participate in the Puerto Rico Health and Welfare Retained Plans for Employees, Former Employees, and Legacy Former Employees who otherwise meet the eligibility requirements of the Puerto Rico Health and Welfare Plans through December 31, 2023, unless otherwise mutually agreed by the Parties or otherwise required by applicable Law. SpinCo Group shall assume the same obligations with respect to the Puerto Rico Health and Welfare Retained Plans (including expenses), as those that SpinCo Group is required to assume under this Employee Matters Agreement for Parent Health and Welfare Plans.

(g) *Participation in Parent Plans*. Effective as of the applicable Split Date, all Employees, Former Employees, Legacy Former Employees will cease participation in and benefit accrual under the Parent Plan from which Liabilities (and Assets, where applicable) are transferred to the SpinCo Group as of such Split Date, except to the extent (if at all) as required by applicable Law or as otherwise explicitly set forth in this Section 5. The Parent Group shall take all necessary actions to affect such cessation of participation by Employees, Former Employees, and Legacy Former Employees under the Parent Plans, and the SpinCo Group shall promptly reimburse Parent for costs as described in Section 12(d) of this Employee Matters Agreement.

(h) *Follow-on Transfers*. With respect to the Parent Plans that are Split Plans identified in Appendix C as being subject to this Section 5(h), if a participant in any such plan subsequently transfers between the Parent Group and the SpinCo Group before the Distribution Date, the Liabilities (and, if applicable, Assets) for such participant's benefits

under such plans shall be transferred to and from each Parent Plan and each Business Plan as needed to ensure that each such participant's benefit is allocated to the individual's employer or most recent former employer (in each case, or an Affiliate thereof). Effective upon the reallocation of the Liabilities (and Assets, where applicable) for such benefits pursuant to this Section 5(h), the legal entity to whom such benefits are transferred shall assume all responsibility for funding and paying (or causing to be paid) the transferred Liabilities described in this Section 5(h). For the avoidance of doubt, with respect to the Parent Plans that are Split Plans identified in Appendix C as being subject to this Section 5(h), if a participant in any such plan subsequently transfers between the Parent Group and the SpinCo Group after the Distribution Date, the Liabilities (and, if applicable, Assets) for the participant's benefits shall not transfer as described in this Section 5(h).

SECTION 6. *Business Plans*. The SpinCo Group shall retain all Liabilities (and Assets, where applicable) with respect to the Business Plans (and no member of the Parent Group that is not in the SpinCo Group shall have any obligations with respect thereto). Without limiting the generality of the foregoing, a SpinCo Group Member shall be designated as plan sponsor of each Business Plan from and after the Split Date or Plan Split Date, as applicable.

SECTION 7. Non-U.S. Employees.

(a) *Terms and Conditions of Employment*. In the case of the Non-U.S. Employees employed by a member of the SpinCo Group immediately prior to the Distribution Date, the SpinCo Group shall, in addition to meeting the requirements specified in Sections 4 through 6 of this Employee Matters Agreement, comply with any additional obligations arising under applicable Laws governing the terms and conditions of their employment or severance of employment in connection with the transfer of the SpinCo Business or otherwise.

(b) *Severance Indemnity*.

(i) In the event (A) the SpinCo Group does not provide Non-U.S. Employees employed by a SpinCo Group Member immediately prior to the Distribution Date with (1) similar in-kind benefits to those provided immediately prior to the Distribution Date, or (2) a benefit plan consistent with applicable Law or the SpinCo Group's obligations in this Employee Matters Agreement, or (B) the SpinCo Group amends or otherwise modifies on or after the Distribution Date any such benefit plan, any Non-U.S. Business Plan in which any Non-U.S. Employee was covered or eligible for coverage immediately prior to the Distribution Date, or any other term or condition of employment applicable to Non-U.S. Employees immediately prior to the Distribution Date, in each case in a manner that results in any obligation, contingent or otherwise, of any Parent Group member to pay any severance, termination indemnity, or other similar benefit (including such benefits required under applicable Law) to such person, SpinCo shall, or shall cause another member of the SpinCo Group to, reimburse and otherwise hold harmless the Parent Group for all such severance, termination indemnity and other similar benefits and any additional Liability incurred by the Parent Group in connection therewith.

SECTION 8. Equity Compensation Awards

Treatment of equity compensation awards is addressed in Appendix F.

SECTION 9. Transition Services Agreement

The Parent Group shall provide payroll, benefits administration and other services to the SpinCo Group pursuant to the terms of the TSA. Nothing in the TSA is intended, or shall be construed, to conflict with the Employee Matters Agreement. In the event of any such conflict, the terms of the Employee Matters Agreement shall prevail.

Parent Group is not required to provide, and may adjust the costs charged to SpinCo with respect to, any services under the TSA for any Business Plan, benefits or programs that SpinCo or a member of SpinCo adopts, amends or terminates in a manner that Parent Group, in its sole discretion, determines impacts the services. In addition, a SpinCo plan fiduciary shall be solely responsible for all decisions related to whether some or all of such costs should or may be paid by a SpinCo plan and payments will be made out of assets of the trust for the applicable SpinCo plan only if, as, and when directed by the SpinCo plan fiduciary. Any such direction shall include (or be deemed to include) a determination by the SpinCo plan fiduciary that the applicable amount can be paid with assets from the trust for the SpinCo plan and that such payment will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"). SpinCo Group remains responsible for Employment Liabilities regardless of whether the Parent Group provides services (or makes discretionary decisions in providing services) to SpinCo Group pursuant to the TSA in relation to the Employment Liabilities.

For the avoidance of doubt, no provision of this Employee Matters Agreement shall be interpreted as a waiver of any SpinCo Group member's right to pursue a fiduciary claim against the investment fiduciaries related to the investment services provided under TSA Schedule I.

SECTION 10. Impermissibility; Good Faith.

In the event that any provision of this Employee Matters Agreement is not permissible under any Law or practice, the Parties agree that they shall proceed in good faith under such Law or practice to carry out to the fullest extent possible the purposes of such provision.

SECTION 11. Restrictive Covenants Relating to Employees.

(a) *Through the Distribution Date*. From the date of this Employee Matters Agreement through the Distribution Date, the Parties shall comply with Parent's established policies and practices with respect to the solicitation and hiring of any individual employed by the Parent Group or the SpinCo Group, as applicable.

(b) *Non-Solicitation by Parent*. During the twenty-four (24) month period following the Distribution Date, Parent shall not, and shall cause the other Parent Group

members not to, directly or indirectly, solicit or induce or attempt to solicit or induce any Employee at the Senior Professional Band or higher to leave employment with any SpinCo Group member; provided, however, that SpinCo shall notify Parent in writing of any alleged breach of this obligation and Parent shall have ten (10) days following receipt of such notice to effect a cure.

(c) *Non-Solicitation by SpinCo*. During the twenty-four (24) month period following the Distribution Date, SpinCo shall not, and shall cause the other SpinCo Group members not to, directly or indirectly, solicit or induce or attempt to solicit or induce any employee of the Parent Group at the Senior Professional Band or higher to leave the employment with any Parent Group member; provided, however, that Parent shall notify SpinCo in writing of any alleged breach of this obligation and SpinCo shall have ten (10) days following receipt of such notice to effect a cure.

(d) *Exceptions*. The limitations set forth in Sections 11(b) and 11(c) above shall not prohibit the SpinCo Group or the Parent Group from: (i) soliciting any individual whose employment has been terminated, or who has been provided with formal notice of layoff, by the SpinCo Group, or the Parent Group, as the case may be, (ii) placing public advertisements or conducting any other form of general solicitation that is not specifically targeted towards the applicable employees, (iii) soliciting specifically identified employees with the prior written agreement of the other Party, or (iv) with respect to SpinCo Group, soliciting any Future Hires.

SECTION 12. Cooperation and Assistance.

(a) *Mutual Cooperation*. From and after the date of this Employee Matters Agreement, Parent and SpinCo shall, and each shall cause their respective Parent Group and SpinCo Group members to, cooperate with each other to facilitate the obligations assumed by the SpinCo Group under this Employee Matters Agreement including (i) providing (to the extent permitted by Law) such current information regarding the Employees, Former Employees, and/or Legacy Former Employees as may be necessary to facilitate determinations of eligibility for, and crediting of service, and payments of benefits to, such current and former employees under the Parent Plans and Business Plans (including Mirror Plans and Allocated Plans), as applicable, (ii) ensuring consistent administration of Split, Plans and Mirror Plans to the extent consistent administration is necessary or appropriate, and (iii) executing documents for the Mirror Plans and as required to complete the transactions contemplated by this Employee Matters Agreement.

Without limiting the generality of the foregoing, Parent and SpinCo each recognize that transfers of Liabilities and assets will require an initial transfer based on data available several months before the transfer, followed by one or more "true-up" adjustments to reflect changes between the time of the initial calculation and the effective date of the applicable transfer. Parent and SpinCo shall cooperate to determine and effectuate the "true-up" adjustments, with such adjustments for each plan to be completed in accordance with an agreed schedule that is acceptable to the plans' actuaries and other service providers.

(b) *Claims Assistance*. From and after the date of this Employee Matters Agreement:

(i) If a threat, demand, lawsuit, or claim involving an Employee, Former Employee or Legacy Former Employee (a "Claim") is made against either Party, or members of the respective SpinCo Group or Parent Group (as the case requires), then the other Party shall, and shall cause members of the respective SpinCo Group and Parent Group (as the case requires) to, provide reasonable assistance to the Party and members of the respective SpinCo Group and Parent Group (as the case requires) in the investigation of and defense against the Claim. Such reasonable assistance shall include providing reasonable access to employees who reasonably likely may have relevant information or whose assistance is reasonably necessary to investigating and defending against such Claim.

(ii) In the event a Claim is made against either Party, or any other member of the respective SpinCo Group or Parent Group (as the case requires), and such Claim involves materially similar factual or legal issues to a Claim that was made against the other Party, or any member of the respective SpinCo Group or Parent Group (as the case requires), then the Parties shall, to the extent both Parties agree it is reasonable and appropriate under the circumstances, consult with each other to address whether the Parties are taking, or might take, positions that are inconsistent or would materially harm the other Party. The Parties are not, however, required to waive any applicable privileges or protections, or assert, or refrain from asserting, any arguments, rights, claims, or defenses.

(iii) To the fullest extent permitted by applicable Law, neither Party shall provide assistance or support, of any type, to any person or entity that is, or may be, asserting, investigating, or considering a Claim against the other Party with respect to the subject matter of such Claim or potential Claim.

(iv) For the avoidance of doubt, Parent Group for purposes of this Section 12(b), and for purposes of any and all indemnifications provided by SpinCo to Parent Group under this Employee Matters Agreement, includes any entity that Parent creates and subsequently divests as a stand-alone energy business.

(c) *Consultation with Employee Representative Bodies*. The Parties shall, and shall cause their respective Group Members to, mutually cooperate in undertaking all reasonably necessary or legally required provision of information to, or consultations, discussions or negotiations with, employee representative bodies (including any unions or works councils) which represent employees affected by the transactions contemplated by this Employee Matters Agreement. Where any steps or arrangements contemplated by this Agreement are subject to information and/or consultation with employees and/or their representatives in accordance with local Law, no such steps or arrangements shall be deemed binding until such time as the applicable information and/or consultation process has taken place.

(d) *Cost-Sharing.* Notwithstanding anything to the contrary in the Separation Agreement, the SpinCo Group shall reimburse Parent promptly (upon receipt of periodic billing where applicable) as follows:

(i) For health benefits for U.S. Employees, and for COBRA benefits with respect to Former Employees and U.S. Employees, for the full cost of all benefits paid for claims incurred, and all administrative and other expenses incurred under the Parent Plans and Parent Health and Welfare plans without regard to when claims are incurred.

(ii) For health benefits for applicable U.S. Former Employees and Legacy Former Employees (excluding COBRA under Parent Health and Welfare Plans for active U.S. Employees), including pre-Medicare and post-Medicare, all benefits and administrative expenses paid under the Parent Plans or Parent Health and Welfare Plan, and all other Liabilities assigned to the SpinCo Group on or after the Split Date or Liability Split Date. The SpinCo Group shall pay service costs through the Transition Services Period. For the avoidance of doubt, Liabilities assigned to the SpinCo Group include claims incurred (whether known or unknown) but not paid prior to the Split Date for U.S. Former Employees and Legacy Former Employees.

(iii) For life insurance benefits for U.S. Employees, U.S. Former Employees, and Legacy Former Employees, all claims and administrative and other expenses paid under the Parent Health and Welfare Plans. The SpinCo Group shall pay service costs and assessments for life insurance premiums for U.S. Former Employees and Legacy Former Employees under Parent Plans through the Transition Services Period.

(iv) For all benefits provided through Parent Plans or Parent Health and Welfare Plans and for any and all costs (whether incurred internally (*e.g.,* expenses associated with Parent Group employees performing services relating to the Parent Plans or Parent Health and Welfare Plans) or externally (*e.g.,* through a consulting firm) by Parent Group) associated with the provision of such benefits or services related thereto (collectively, the "Costs"), the SpinCo Group shall continue to pay Costs and other allocations in the ordinary course for benefit expenses in each case upon the receipt of periodic billings for such amounts. Certain of the amounts paid by SpinCo Group to Parent Group may be held in trust, as determined by Parent. For purposes of this Employee Matters Agreement, (A) benefit claims shall be deemed incurred on the date of the service giving rise to the claim (e.g., the date the Employee goes to the doctor and not, for example, the invoice date), (B) expenses for administrative and other services shall be deemed incurred on the date the services giving rise to the expense are performed (and not, for example, on the invoice date), and (C) claims and expenses paid on or after any date shall not include any claims and expenses for which Parent's payment procedures required payment before such date.

Additionally, during the Transition Services Period:

(i) Parent Group will continue to collect contributions and premiums due and owing from SpinCo Group's Employees, Former Employees, and Legacy Former Employees for any voluntary Parent Health and Welfare Plans, will hold contributions and premiums collected in trust to the extent required by applicable Law, and will pay those contributions and premiums to the insurer of the applicable voluntary Parent Health and Welfare Plan.

(ii) SpinCo Group's obligations to the Parent Group with respect to Parent Health and Welfare Plans shall be determined using the accrual methodology that is in effect immediately prior to the Distribution Date.

SECTION 13. No Third-Party Beneficiaries.

Notwithstanding the provisions of this Employee Matters Agreement or any provision of the Separation Agreement, nothing in this Employee Matters Agreement is intended to and shall not (a) create any third-party rights, (b) amend any employee benefit plan, program, policy or arrangement, or (c) provide any Employee, Former Employee, or Legacy Former Employee with any rights to continued employment or any level of benefits or compensation whether during employment or thereafter.

SECTION 14. Further Assurances.

Article IX of the Separation Agreement is hereby incorporated into this Employee Matters Agreement mutatis mutandis; provided that, in the event of any conflict between the provisions of Article IX of the Separation Agreement and this Employee Matters Agreement, the provisions of this Employee Matters Agreement shall control.

This Employee Matters Agreement, including the provisions herein expressly providing for indemnification, shall be subject to the indemnification provisions of Article VI of the Separation Agreement; provided that, in the event of any conflict between such indemnification provisions, the indemnification provisions in this Employee Matters Agreement shall control.

Article XI of the Separation Agreement is hereby incorporated into this Agreement mutatis mutandis.

SECTION 15. Entire Agreement.

(a) Except as otherwise expressly provided in this Employee Matters Agreement, this Employee Matters Agreement, together with the Separation Agreement and the other Ancillary Agreements, constitutes the entire agreement of the parties hereto with respect to the subject matter of this Employee Matters Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the Parties with respect to the subject matters addressed herein.

(b) In addition to the responsibilities and obligations set forth herein the Parties shall have certain other responsibilities and obligations as set forth in the TSA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ Jennifer B. VanBelle
Name: Jennifer B. VanBelle
Title: Senior Vice President & Treasurer

GE HEALTHCARE TECHNOLOGIES INC.

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Senior Vice President

[*Signature Page to Employee Matters Agreement*]

Appendix A

Allocated Plans

Split Date is December 31, 2022

Retirement Plan for Select GE Businesses
Equalization Benefit Plan for Participants of the Retirement Plan for Selected GE Capital Businesses
General Electric Railcar Services Corporation Supplemental Executive Retirement Plan
Kidder, Peabody Nonqualified Retirement Plan
Heller Financial Executive Deferred Compensation Plan
Heller Financial, Inc. Supplemental Executive Retirement Plan
Heller Financial, Inc. Deferral Restoration Plan
Employee Agreements with Employees, Former Employees and Legacy Former Employees
Canadian General Electric Supplemental Retirement Plan

Appendix B

Business Plans

Amersham Health Retirement Plan
Amersham Health Restoration Plan
Amersham Retirement and Savings Restoration Plan
Amersham Health Inc. Puerto Rico Pension Plan
Datex-Ohmeda Retirement Income Plan for Bargaining Unit Employees
Datex-Ohmeda Voluntary Deferred Compensation Plan
Instrumentarium Cash Balance Plan
Instrumentarium Savings Investment Plan
HealthCare Partners, LLC Deferred Compensation Plan
Spacelabs Medical Inc. Supplemental Plan
Employee Agreements with Employees, Former Employees and Legacy Former Employees

Retained Plans

Split Date is December 31, 2022

Components Pension Plan for Puerto Rico
GE Puerto Rico Savings Plan
Health Plan insured by Triple-S Salud in Puerto Rico (Caribe Plan)
Long-Term Disability Income (Caribe Plan)
The Régime de retraite des employés non-syndiqués de Réseau Solutions Canada ULC
Régime d’appoint pour les cadres supérieurs et les employés réguliers ou les employés cadres de direction en détachement

Appendix C

Parent Plans that are Split Plans

Split Date is December 31, 2022[1]

GE Pension Plan
GE Supplementary Pension Plan
GE Excess Benefits Plan
GE Retirement for the Good of the Company Program (and Related Employee Agreements)
GE Executive Special Early Retirement Option and Plant Closing Retirement Option Plan
GE Retirement Savings Plan
GE Restoration Plan
GE Expatriate Pension Plan
GE Expatriate Local Placement Pension Plan
RCA Executive Deferred Compensation Plan
GE Deferred Bonus Plan (Annual Executive Incentive Plan and Incentive Compensation Plan)
General Electric Company 1987 Executive Deferred Salary Plan
General Electric Company 1991 Executive Deferred Salary Plan
General Electric Company 1994 Executive Deferred Salary Plan
General Electric Company 1995 Executive Officer Deferred Salary Plan
General Electric Company 1996 Executive Officer Deferred Salary Plan
General Electric Company 1997 Executive Deferred Salary Plan
General Electric Company 1998 Executive Officer Deferred Salary Plan
General Electric Company 1999 Executive Officer Deferred Salary Plan
General Electric Company 2000 Executive Deferred Salary Plan
General Electric Company 2001 Executive Officer Deferred Salary Plan
General Electric Company 2002 Executive Officer Deferred Salary Plan
General Electric Company 2003 Executive Deferred Salary Plan
General Electric Company 2006 Executive Deferred Salary Plan
General Electric Company 2011 Executive Deferred Salary Plan

The foregoing "Parent Plans that are Split Plans" are subject to Section 5(h) of this Employee Matters Agreement.

Split Date is January 1, 2023

Canadian General Electric Pension Plan
GE Canada Pension Plan for GE Businesses in Quebec
GE Capital Pension Plan for Canadian Salaried Employees

[1] For administrative reasons, certain assets will not be transferred until after the Split Date. In all cases, transfers may be completed when reasonably and administratively practicable after the Split Date.

GE Canada Employee Stock Savings Plan
GE Canada Group Registered Retirement Savings Plan
GE Canada Group Tax-Free Savings Account

Split Date is Distribution Date

GE Emergency and Family Aid Plan
GE Individual Development Program for Hourly and Nonexempt Salaried Employees
GE US Executive Severance Plan

The following Parent Fringe Benefit and Severance Programs:

- Tuition Refund Program
- Educational Loan Program
- Adoption Assistance Program
- Transit and Parking Account Program
- GE Layoff Benefit Plan for Salaried Employees
- GE Job and Income Security Plan for Hourly and Certain Salaried Employees
- GE Layoff Benefit Plan for Certain GE Affiliates

The following vacation or leave programs offered by Parent Group:

- Permissive Time Off
- Vacation
- Personal Illness and Caregiving
- Personal Business
- Sick and Personal Pay
- Death in Family
- Parental Leave
- Paid Bonding Time
- Jury duty
- Military leave
- Holidays

Appendix D

Maintained Health and Welfare Plans (with January 1, 2024 Plan Split Date)

Liability Split Date is January 1, 2023

GE Health Benefits for Production Retirees Plan
GE Health Choice for Retirees Plan
GE Retiree Medical Plan

- *Maintenance Period:* For union-represented employees who retired on or before June 1, 2019, RRA/GEPAF must be available for four years from the date on which the retiree reaches age 65

GE Leadership Life Insurance Plan
GE Executive Life Insurance Plan
GE Canada Flexible Benefits Program
Post-Retirement Benefits for GE Canada Retirees from the CGE & DEW Defined Benefit Plan
Post-Retirement Benefits for GE Canada Retirees from the CEF Defined Benefit Plan (retired on or after January 1, 2019)

Liability Split Date is (1) January 1, 2023 for liabilities related to Former Employees and Legacy Former Employees (including potential future retirees) and (2) Distribution Date for liabilities related to Employees

GE Life, Disability and Medical Plan (Parts I, IV, V, and VII)

- *Maintenance Period:* Life insurance benefits for retirees are vested and cannot be terminated pursuant to the terms of the plan

GE A Plus Life Insurance Plan
GE Dependent Life Insurance Plan for Exempt Salaried Employees
GE Dependent Life Insurance Plan for Hourly and Nonexempt Employees
GE Personal Excess Liability Insurance Plan
GE Global Health Plan (except Flexible Spending Accounts)
GE Long Term Disability Income Plan for Hourly Employees
GE Long Term Disability Income Plan for Salaried Employees

Maintenance Period: All Mirror Maintained Health and Welfare Plans shall be maintained for at least the Maintenance Period (as defined in this Employee Matters Agreement), unless a longer maintenance period is required under the terms of the Maintained Health and Welfare Plans (including an applicable insurance policy), by applicable Law, or as otherwise stated above. For the avoidance of doubt, nothing herein shall be construed to prevent SpinCo Group from adopting, pursuant to collective bargaining, new retiree health plans for employees of SpinCo Group who retire on or after the expiration date of the 2019-2023 GE-IUE/CWA, AFL-CIO, CLC National Agreement entered into as of June 24, 2019.

Appendix E

Parent Health and Welfare Plans

Liability Split Date is January 1, 2023

GE Leadership Life Insurance
GE Executive Life Insurance Plan
GE Health Benefits for Production Retirees Plan
GE Health Choice for Retirees Plan
GE Retiree Medical Plan

Liability Split Date is Distribution Date

GE Health Benefits for Production Employees Plan (except Part 3 GE Health Benefits for Production Employees Flexible Compensation Plan)
GE Health Choice for Employees Plan (except Part 3 GE Health Choice Flexible Compensation Plan)
GE Personal Accident Insurance Plan for Accidental Death and Dismemberment

Liability Split Date is (1) January 1, 2023 for liabilities related to Former Employees and Legacy Former Employees (including potential future retirees) and (2) Distribution Date for liabilities related to Employees

GE A Plus Life Insurance Plan
GE Dependent Life Insurance Plan for Exempt Salaried Employees
GE Dependent Life Insurance Plan for Hourly and Nonexempt Salaried Employees
GE Global Health Plan (except Flexible Spending Accounts)
GE Life, Disability and Medical Plan (except Part VI. GE Flexible Spending Accounts)
GE Long Term Disability Income Plan for Hourly Employees
GE Long Term Disability Income Plan for Salaried Employees
GE Personal Excess Liability Insurance Plan
GE Salary Continuation Program
The following voluntary insurance programs:

- Auto
- Home
- Pet Insurance
- ID Theft
- Life Balance discount program

Appendix F

Equity Compensation Awards

General Electric International Employee Stock Purchase Plan

"ESPP Account" means an account under the Parent ESPP for an ESPP Participant.

"ESPP Participants" means the Employees and Former Employees who participate in the Parent ESPP. ESPP Participants also includes the Legacy Former Employees who participate in the Parent ESPP, as determined by Parent based on the records for the Parent ESPP.

"Parent ESPP" means the General Electric International Employee Stock Purchase Plan, as amended and restated on April 18, 2018.

"Transfer Date" means January 1, 2024, or, if earlier, such other date as mutually agreed by Parent and SpinCo.

(i) End of Participation in Parent ESPP.

A. Effective December 1, 2022, all ESPP Participants shall cease to be eligible to participate in the Parent ESPP and their final purchase that includes their contributions for November 2022 shall occur on November 30, 2022. The Parent Group shall take all necessary actions to affect such cessation of participation by such ESPP Participants, effective December 1, 2022. All applicable ESPP Participants shall receive distributions of their shares in accordance with the terms of the Parent ESPP and applicable Law following their cessation of participation in the Parent ESPP.

B. Effective until the Transfer Date, the Parent Group shall maintain the ESPP Accounts in accordance with the Parent ESPP Plan and applicable Law. Effective on the Transfer Date, Parent shall transfer to a member of the SpinCo Group, the ESPP Accounts, and SpinCo shall assume all ESPP Accounts and all related assets, liabilities and responsibilities of such ESPP Accounts. The Parent Group (excluding the SpinCo Group) shall cease to have any liability or responsibility with respect to the ESPP Accounts immediately following the Transfer Date.

C. Each Participant (as defined in the Parent ESPP), other than an ESPP Participant, shall purchase shares on January 4, 2023 with their Purchase Right (as defined in the Parent ESPP) which includes their December 2022 contributions.

D. Parent shall retain the Parent ESPP and except as provided in this Appendix F, the SpinCo Group assumes no liability with respect to, and receives no right or interest in, the Parent ESPP.

(ii) China. The Parent Group shall take all necessary actions with respect to the Parent ESPP in accordance with the terms of such plan and applicable Law.

General Electric Share Plans

"Cork Plan" means the GE Healthcare (Cork) Share Participation Scheme.

"Legacy Account" means the GE Aircraft Engines VSA, GE Caledonia VSA, and GE VSA (collectively, the "VSA Accounts") held by Employees or Former Employees as of the Transfer Date. Legacy Account also includes the Legacy Former Employees who have VSA Accounts as of the Transfer Date, as determined by Parent based on the records for the VSA Accounts.

"Parent Share Plan" means: (i) the IGE Engines Holdings LTD Share Incentive Plan and the GE Company Share Incentive Plan (collectively, the "UK SIPs"); and (ii) GE Capital Shannon Share Participation Scheme, GE Financial Funding Group Share Participation Scheme, GE Money Ireland Share Participation Scheme (collectively, the "Irish Plans").

"Share Plan Participant" means an Employee or Former Employee who participates in a Parent Share Plan.

"Termination Date" means November 30, 2022.

"Transfer Date" means January 1, 2024, or, if earlier, such other date as mutually agreed by Parent and SpinCo.

(i) UK SIPs.

(A) Effective on the Termination Date, applicable Share Plan Participants shall cease to participate in the UK SIPs, other than with respect to any final purchase that includes such participants' contributions prior to the Termination Date. The Parent Group shall take all necessary actions to affect such cessation of participation by all applicable Share Plan Participants under the UK SIPs, effective on the Termination Date. All applicable Share Plan Participants shall receive distributions of their shares in accordance with the terms of the UK SIPs and applicable Law following their cessation of participation in the UK SIPs. All Share Plan Participants who cease participating in the UK SIPs as provided herein shall be deemed to be "good leavers" for purposes of the UK SIPs.

(ii) Irish Plans.

(A) Effective on the Termination Date, all applicable Share Plan Participants shall cease to be eligible to participate in the Irish Plans, other than with respect to any final purchase that includes such participants' contributions prior to the Termination Date. The Parent Group shall take all necessary actions to affect such cessation of participation by all applicable Share Plan Participants in the Irish Plans, effective on the Termination Date.

(iii) Cork Plan.

(A) Effective on the Termination Date, all participants in the Cork Plan shall cease to be eligible to participate in the Cork Plan, other than with respect to any final purchase that includes such participants' contributions prior to the Termination Date. The Parent Group shall take all necessary actions to affect such cessation of participation by participants in the Cork Plan, effective on the Termination Date.

(B) Effective as of the Distribution Date, a member of the SpinCo Group shall assume the Cork Plan and all related assets, liabilities and responsibilities of the Cork Plan. The Parent Group (excluding the SpinCo Group) shall cease to have any liability or responsibility with respect to the Cork Plan immediately following the Distribution Date.

(iv) Legacy Accounts.

(A) The Parent Group shall maintain the Legacy Accounts in accordance with the terms of Legacy Accounts and applicable Law after the Termination Date and through the Transfer Date.

(B) Effective on the Transfer Date, Parent shall transfer to a member of the SpinCo Group the Legacy Accounts, and SpinCo shall assume all the Legacy Accounts and all related assets, liabilities and responsibilities of such Legacy Accounts. The Parent Group (excluding the SpinCo Group) shall cease to have any liability or responsibility with respect to the Legacy Accounts immediately following the Transfer Date.

Except as otherwise provided in this Appendix F with respect to the Cork Plan and the Legacy Accounts: (i) the SpinCo Group assumes no liability with respect to, and receives no right or interest in, any Parent Share Plan; and (ii) the Parent Group shall retain all of the purchase plans sponsored or maintained by a member of the Parent Group, including all of the Parent Share Plans.

(i) Definitions. For purposes of this "General Electric Equity and Equity-Based Awards" subsection of Appendix F, the following terms shall have the following meanings. All capitalized terms used but not defined in this "General Electric Equity and Equity-Based Awards" subsection of Appendix F shall have the meanings assigned to them in the Employee Matters Agreement (or, if not defined therein, the Separation Agreement) unless otherwise indicated.

"CEO Leadership Award Agreement" means the performance share grant agreement, dated as of August 18, 2020, by and between Parent and H. Lawrence Culp, Jr. (the "CEO").

"CEO Parent Performance Shares" means the performance shares granted to the CEO pursuant to the CEO Leadership Award Agreement.

"CFO Leadership Award Agreement" means the performance stock unit grant agreement, dated as of September 3, 2020, by and between Parent and Carolina Dybeck Happe (the "CFO").

"CFO Parent PSUs" means the performance stock units granted to the CFO pursuant to the CFO Leadership Award Agreement.

"Distribution Ratio" means the distribution ratio that determines the number of shares of SpinCo Common Stock each holder of Parent Common Stock on the record date of the Distribution shall receive, which for purposes hereof shall be equal to the number of shares of SpinCo Common Stock (including any fraction of a share of SpinCo Common Stock) each shareholder of Parent would be entitled to receive for each share of Parent Common Stock in the Distribution, carried out to six decimal places (with the final decimal place rounded down to the nearest whole number).

"Former Employee" means, at the Distribution, any former employee of Parent or its affiliates, other than a SpinCo Employee or an International Former Employee.

"International Former Employee" means, at the Distribution, any former employee of Parent or its affiliates who received Parent RSUs or Parent PSUs while located in China or Vietnam and still resides in China or Vietnam, as applicable.

"Parent Corporate Employee" means, at the Distribution, any Parent Employee designated by Parent's management as a "corporate employee," other than a Parent International Corporate Employee.

"Parent Employee" means, at the Distribution, any employee of Parent or its affiliates that is not a SpinCo Employee.

"Parent International Corporate Employee" means, at the Distribution, any Parent Employee designated by Parent's management as a "corporate employee" and who is subject to China State Administration of Foreign Exchange requirements or resides in Vietnam.

"Parent Pre-Spin Stock Price" means the closing per share price of Parent Common Stock trading "regular way with due bills" on the New York Stock Exchange immediately prior to the Distribution.

"Plan" means any of (A) the GE 1990 Long-Term Incentive Plan, as amended and restated, (B) the GE 2007 Long-Term Incentive Plan, as amended and restated, (C) the GE 2022 Long-Term Incentive Plan, (D) the GE Stock-Based Compensation and Incentive Plan for Consultants, Advisors and Independent Contractors and (E) the GE Annual Executive Incentive Plan and any predecessor bonus plans such as the GE Incentive Compensation Plan or corporate action (collectively, the "AEIP").

"SpinCo Employee" means, at the Distribution, any employee of SpinCo or a Subsidiary of SpinCo, as determined by Parent's management.

"SpinCo Equity Award Ratio" means the quotient obtained by dividing (A) the Parent Pre-Spin Stock Price by (B) the SpinCo Post-Spin VWAP Stock Price, carried out to six decimal places (with the final decimal place rounded down to the nearest whole number).

"SpinCo Post-Spin VWAP Stock Price" means the volume-weighted average per share price of SpinCo Common Stock on the Nasdaq Stock Exchange during the first trading day immediately following the Distribution.

(ii) Parent Equity Awards and Parent SUs Generally. The Parties shall take all actions necessary or appropriate so that certain Parent Options, Parent RSUs, Parent PSUs and Parent SUs (each as defined below) and the CEO Parent Performance Shares and CFO Parent PSUs shall be adjusted effective as of the Distribution as set forth in clauses (iii) through (vii) of this "General Electric Equity and Equity-Based Awards" subsection of Appendix F, as set forth below. SpinCo acknowledges and agrees to assume the SpinCo Equity Awards and SpinCo SUs (each as defined below) that result from such adjustments and to issue SpinCo Common Stock in connection with any such SpinCo Equity Awards for which the applicable vesting criteria are satisfied.

(iii) Parent Options Held by SpinCo Employees. Each Parent stock option (a "Parent Option"), whether or not granted pursuant to the Plans and whether vested or unvested, held by a SpinCo Employee that is outstanding and unexercised immediately prior to the Distribution shall be converted into an award of stock options to purchase shares of SpinCo Common Stock (a "SpinCo Option"), and shall otherwise be subject to the same terms and conditions from and after the Distribution as the terms and conditions applicable to the corresponding Parent Option immediately prior to the Distribution; provided, however, that from and after the Distribution: (A) the number of shares of SpinCo Common Stock subject to such SpinCo Option shall be equal to the product, rounded down to the nearest whole number of shares, obtained by multiplying (1) the number of shares of Parent Common Stock subject to the corresponding Parent Option immediately prior to the Distribution by (2) the SpinCo Equity Award Ratio and (B) the per share exercise price of such SpinCo Option shall be equal to the quotient, rounded up to the nearest whole cent, obtained by dividing (1) the per share exercise price of the corresponding Parent Option immediately prior to the Distribution by (2) the SpinCo Equity Award Ratio.

(iv) Parent RSUs.

(A) Parent RSUs Held by SpinCo Employees. Each Parent restricted stock unit (a "Parent RSU"), whether or not granted pursuant to the Plans and whether vested or unvested, held by a SpinCo Employee that is outstanding immediately prior to the Distribution shall be converted into a restricted stock unit award in respect of SpinCo Common Stock (a "SpinCo RSU"), and shall otherwise be subject to the same terms and conditions from and after the Distribution as the terms and conditions applicable to the corresponding Parent RSU immediately prior to the Distribution; provided, however, that from and after the Distribution the number of shares of SpinCo Common Stock subject to such SpinCo RSU shall be equal to the product, rounded up to the nearest whole number of shares, obtained by multiplying (1) the number of shares of Parent Common Stock subject to the corresponding Parent RSU immediately prior to the Distribution by (2) the SpinCo Equity Award Ratio.

(B) Parent RSUs Held by Parent Corporate Employees and Former Employees. Each Parent Corporate Employee or Former Employee who holds a Parent RSU, whether vested or unvested, that is outstanding immediately prior to the Distribution shall receive, as of the Distribution, a number of SpinCo RSUs equal to the product, rounded up to the nearest whole number of shares, obtained by multiplying (1) the number of shares of Parent Common Stock subject to the corresponding Parent RSU immediately prior to the Distribution by (2) the Distribution Ratio. Such SpinCo RSUs shall be subject to the same terms and conditions after the Distribution as the terms and conditions applicable to the corresponding Parent RSU immediately prior to the Distribution.

(v) Parent PSUs (Other than CEO and CFO Leadership Awards).

(A) Parent PSUs Held by SpinCo Employees. Each Parent performance stock unit ("Parent PSU"), whether or not granted pursuant to the Plans and whether vested or unvested, held by a SpinCo Employee that is outstanding immediately prior to the Distribution shall be converted into a performance stock unit award in respect of SpinCo Common Stock (a "SpinCo PSU"), and shall otherwise be subject to the same terms and conditions from and after the Distribution as the terms and conditions applicable to the corresponding Parent PSU immediately prior to the Distribution, including with respect to vesting, except to the extent that performance vesting requirements are adjusted and truncated as a result of the Distribution as set forth below; provided, however, that from and after the Distribution the number of shares of SpinCo Common Stock subject to such SpinCo PSU shall be equal to the product, rounded up to the nearest whole number of shares, obtained by multiplying (1) the number of shares of Parent Common

Stock subject to the corresponding Parent PSUs immediately prior to the Distribution by (2) the SpinCo Equity Award Ratio. With respect to such SpinCo PSUs, (a) the one-year Parent earnings per share ("EPS") and free cash flow ("FCF," and together with EPS, the "operational performance metrics") shall be measured by the Management Development and Compensation Committee of the Board of Directors of Parent (the "MDCC") based on actual performance through the end of the applicable performance period (for the avoidance of doubt, each of which shall have ended prior to the Distribution), (b) three-year Parent total shareholder return relative to the S&P 500 Industrials Index Companies ("rTSR") shall be measured by the MDCC based on actual performance through the end of a truncated performance period ending as of the Distribution, (c) any additional performance objectives for which the applicable performance period has been completed as of the Distribution shall be measured based on actual performance through the end date of such applicable performance period and (d) any additional performance objectives that are contemplated by the award agreement for the corresponding Parent PSU but which have not otherwise been established as of the Distribution shall be established following the Distribution by the board of directors or an equivalent authorized body of SpinCo (or an applicable committee thereof) (the "Adjusted SpinCo PSU Vesting Conditions").

(B) Parent PSUs Held by Parent Corporate Employees and Former Employees. Each Parent Corporate Employee or Former Employee who holds a Parent PSU, whether vested or unvested, that is outstanding immediately prior to the Distribution shall receive, as of the Distribution, a number of SpinCo PSUs equal to the product, rounded up to the nearest whole number of shares, obtained by multiplying (1) the number of shares of Parent Common Stock subject to the corresponding Parent PSUs immediately prior to the Distribution by (2) the Distribution Ratio; provided that such SpinCo PSUs shall be subject to the same terms and conditions from and after the Distribution as the terms and conditions applicable to the corresponding Parent PSUs immediately prior to the Distribution, including with respect to vesting, except that the operational performance metrics and rTSR vesting requirements shall be the Adjusted SpinCo PSU Vesting Conditions.

(vi) CEO and CFO Leadership Awards.

(A) CEO Leadership Award. Pursuant to Section 3.6 of the CEO Leadership Award Agreement and taking into account the CEO is a shareholder of record with respect to the shares underlying the CEO Leadership Award Agreement, the CEO shall receive, as of the Distribution, a number of performance shares of SpinCo (the "CEO SpinCo Performance Shares") determined in accordance with Section 3.6 of the CEO Leadership Award Agreement. For purposes of clarity, such CEO SpinCo Performance Shares shall be subject to the same terms and conditions from and after the Distribution as the terms and conditions applicable to the corresponding CEO Parent Performance Shares immediately prior to the Distribution giving effect to Section 3.6 of the CEO Leadership Award Agreement, except that, for each trading day following the Distribution, the Highest Average Price (as defined in the CEO Leadership Award Agreement) for purposes of the CEO SpinCo Performance Shares shall be determined in accordance with Section 3.6 of the CEO Leadership Award Agreement.

(B) CFO Leadership Award. Pursuant to Section 3.6 of the CFO Leadership Award Agreement, the CFO shall receive, as of the Distribution, a number of performance stock units in respect of SpinCo Common Stock (the "CFO SpinCo PSUs") equal to the product, rounded up to the nearest whole number of shares, obtained by multiplying (1) the number of CFO Parent PSUs subject to the CFO Leadership Award Agreement by (2) the Distribution Ratio. For purposes of clarity, such CFO SpinCo PSUs shall be subject to the same terms and conditions from and after the Distribution as the terms and conditions applicable to the corresponding CFO Parent PSUs immediately prior to the Distribution giving effect to Section 3.6 of the CFO Leadership Award Agreement, except that, for each trading day following the Distribution, the Highest Average Price (as defined in the CFO Leadership Award Agreement) for purposes of the CFO SpinCo PSUs shall be determined in accordance with Section 3.6 of the CFO Leadership Award Agreement.

(vii) Parent SUs. Effective as of the Distribution, each holder of a unit representing the value of a share of Parent Common Stock with respect to deferral of a cash bonus (a "Parent SU") who will participate in a Non-Qualified Deferred Compensation Mirror Plan corresponding to the AEIP (such holder, an "SU Holder") shall be credited under the applicable Non-Qualified Deferred Compensation Mirror Plan corresponding to the AEIP with a number of units of SpinCo ("SpinCo SUs") with respect to such SU Holder's deferred amounts under the AEIP, equal to the product, obtained by multiplying (A) the number of shares of Parent Common Stock subject to the corresponding Parent SUs immediately prior to the Distribution by (B) the Distribution Ratio. Such SpinCo SUs shall otherwise be subject to the terms and conditions of the applicable Non-Qualified Deferred Compensation Mirror Plan, including cash settlement. For at least one year following the Distribution, the applicable Non-Qualified Deferred Compensation Mirror Plan shall permit each SU Holder to continue to elect for each of the SU's Holder's Parent SUs assumed under the Non-Qualified Deferred Compensation Mirror Plan to remain a Parent SU (i.e., to track the value of a share of Parent Common Stock); provided that at the end of such period, the Parent SUs shall be converted into a different notional investment as prescribed by the Non-Qualified Deferred Compensation Plan .

(viii) No Termination of Employment or Separation from Service. For any Parent Employee or SpinCo Employee, the Distribution, any of the transactions or any transfers of employment or service contemplated thereby shall not be deemed to result in a termination of employment or otherwise constitute a "separation from service" (within the meaning of Section 409A of the Code) (including as a result of transferring directly to employment with a successor employer in connection with transfer by Parent or any of its affiliates of a business operation) for purposes of the Plans or any equity awards, whether granted under the Plans or otherwise.

(ix) Settlement, Delivery; Tax Reporting and Withholding.

(A) Settlement and Delivery of Shares. From and after the Distribution, SpinCo shall have sole responsibility for the settlement and delivery of shares of SpinCo Common Stock pursuant to SpinCo Options, SpinCo RSUs, SpinCo PSUs, CEO SpinCo Performance Shares and CFO SpinCo PSUs (collectively, "SpinCo Equity Awards") to any holder of such award and shall be solely entitled to any exercise price payable in respect of SpinCo Options.

(B) Parent Employer Deduction for SpinCo Basket Awards Held by Parent Group Employees. Upon the vesting, payment or settlement, as applicable, of SpinCo Equity Awards held by an individual who at such time is or, upon their most recent termination of employment, was employed by a member of the Parent Group, Parent shall be solely entitled to a tax deduction arising from the payment or settlement of SpinCo Equity Awards.

(C) SpinCo as Statutory Employer for SpinCo Basket Awards Held by Parent Group Employees. The Parties agree that SpinCo is the Employer within the meaning of Section 3401(d) of the Code with respect to the issuance of SpinCo Equity Awards described in clause (ix)(B). The Parties further agree that the applicable tax withholding obligations will be satisfied in accordance with the tax withholding methodology terms and conditions applicable to the corresponding award immediately prior to the Distribution, and SpinCo shall deposit the cash equivalent of such tax withholdings and pay the employer portion of any applicable payroll taxes in cash to the applicable Governmental Authority in an amount sufficient to satisfy its obligations. SpinCo agrees that it shall issue Forms W-2 reporting the wages and withholding associated with the settlement of SpinCo Equity Awards. The Parties agree that they shall cooperate to avoid the duplication of any payroll taxes (such as Social Security taxes) subject to an applicable wage base. Notwithstanding the foregoing, to the extent any non-United States jurisdiction requires a different withholding methodology or requires a different entity to withhold applicable taxes, such withholdings shall be effected in accordance with applicable local law.

(D) SpinCo Equity Award Administration. SpinCo shall establish an appropriate administration system in order to handle in an orderly manner exercises of SpinCo Options and the settlement of other SpinCo Equity Awards and to effect the tax benefits and obligations contemplated by this clause (ix). In order to facilitate the foregoing matters, SpinCo shall maintain, at its own expense, UBS as its stock plan administrator (or such other party as may be agreed by SpinCo and Parent) and maintain the payroll data aggregation process established by Parent in advance of the Distribution, in each case, for the period commencing on the Distribution and ending no earlier than the later of (1) the tenth (10th) anniversary of the Distribution and (2) the date on which there are no longer outstanding any SpinCo Options that were vested immediately prior to the Distribution.

(x) Equity Plan Adoption; Registration and Other Regulatory Requirements.

(A) Equity Plan Adoption. Effective as of the Distribution, SpinCo shall adopt equity incentive plans (the "SpinCo LTIPs") that shall permit the issuance of SpinCo Equity Awards as described in this "General Electric Equity and Equity-Based Awards" subsection of Appendix F. Such SpinCo LTIPs shall have substantially the same terms as those of the applicable Plan as of immediately prior to the Distribution under which the corresponding Parent Options, Parent RSUs, Parent PSUs, CEO Parent Performance Shares or CFO Parent PSUs were originally granted. The SpinCo LTIPs shall be approved before the Distribution by Parent as SpinCo's sole stockholder.

(B) Registration. SpinCo agrees to file a registration statement on Form S-8 (and, solely with respect to SpinCo Equity Awards for which the underlying shares of SpinCo Common Stock are not eligible for registration on Form S-8, a registration statement on Form S-3 or Form S-1) with respect to, and to cause to be registered pursuant to the Securities Act of 1933, as amended (the "Securities Act"), the shares of SpinCo Common Stock authorized for issuance under the SpinCo LTIPs, as required pursuant to the Securities Act, not later than the Distribution and in any event before the date of issuance of any shares of SpinCo Common Stock pursuant to the SpinCo LTIPs.

Appendix G

GE U.K. Pension Plan

"Bulk Transfer Deed" means the bulk transfer deed entered into prior to the Distribution Date and agreed between GEH Holdings (a company incorporated in England and Wales), GE Healthcare Limited (a company incorporated in England and Wales), GE Pension Trustees Limited (a company incorporated in England and Wales) and GE Healthcare Pension Trustee Limited (a company incorporated in England and Wales).

"Exit Date" means the Exit Date as defined in the Bulk Transfer Deed.

"GE HCL" means GE Healthcare Limited, a company incorporated in England and Wales with registered number 01002610.

"GE HCL Pension Trustee" means GE Healthcare Pension Trustee Limited, a company incorporated in England and Wales with registered number 11673452.

"GE Pension Trustee" means GE Pension Trustees Limited, a company incorporated in England and Wales with registered number 08112850.

"GE UK Pension Plan" means the GE Pension Plan, an occupational pension scheme which is administered in the United Kingdom, and which is governed by the Constitutional and Benefit Rules dated December 8, 2016, made between GE Pension Trustee and GEH Holdings. For the avoidance of doubt, no reference to the "GE Pension Plan" or "GEPP" in this Employee Matters Agreement, other than in this definition, relates to the GE UK Pension Plan.

"GE HCL Pension Entities" means the "Healthcare Pension Entities" as defined in the Bulk Transfer Deed.

"GE HCL Plan" means the GE HCL Pension Plan, which is governed by a Trust Deed and Rules dated January 23, 2019 between GE HCL Pension Trustee and GE HCL.

"In-Service Deferred Benefits" means certain enhanced pension benefits payable to some individuals who were members of the GE UK Pension Plan when that Plan closed to the accrual of future benefits with effect from December 31, 2021.

"Pensions Act 1995" means the United Kingdom Pensions Act of 1995.

"Pensions Act 2004" means the United Kingdom Pensions Act of 2004.

"Transferring Liabilities" means the Transferring Liabilities as defined in the Bulk Transfer Deed.

(i) Participation of the GE HCL Pension Entities in the GE UK Pension Plan shall cease as of the Exit Date in accordance with the governing rules of the GE UK Pension Plan and the Bulk Transfer Deed.

(ii) SpinCo will, effective as of the Split Date, enter into a guarantee with the GE HCL Pension Trustee under which any obligation of GE HCL to make contributions to the GE HCL Plan will be guaranteed by SpinCo, the form of such guarantee to be appended to the Bulk Transfer Deed.

(iii) Effective as of the Split Date, and subject to the conditions set out in the Bulk Transfer Deed, including the provision of a funding guarantee as described in (ii) above, Parent shall transfer, or cause to be transferred, to the GE HCL Plan, Assets where applicable or accruals (the "GE UK Pension Plan Transfer Value Amount") and the Transferring Liabilities in accordance with the terms of the Bulk Transfer Deed and the Transferring Liabilities shall be determined as set out in the Bulk Transfer Deed, including as they relate to:

A. members with deferred pensions or pensions in payment under the GE UK Pension Plan whose last employer in the GE UK Pension Plan as of December 31, 2021 was a GE HCL Pension Entity;

B. dependents receiving payment under the GE UK Pension Plan with respect to a member, where the member's last employer in the GE UK Pension Plan at the earlier of the date of death or December 31, 2021 was a GE HCL Pension Entity; and

C. certain Liabilities to which regulation 6(5) of the Occupational Pension Scheme (Employer Debt) Regulations 2005 applies.

(iv) An individual who was eligible for In-Service Deferred Benefits under the GE UK Pension Plan immediately prior to the Exit Date may continue to be so eligible in relation to the GE UK Pension Plan or the GE HCL Plan (as applicable) after the Exit Date on the terms set out in the rules of those Plans and as provided for in the Bulk Transfer Deed.

(v) Following the Split Date and the transfer of the Assets or accruals and the Transferring Liabilities to the GE HCL Plan, each of the GE HCL Pension Entities shall serve a notice on the GE Pension Trustee in accordance with Regulation 9(4) of the Occupational Pension Schemes (Employer Debt) Regulations 2005 in the manner set out in the Bulk Transfer Deed.

(vi) Any Liabilities under section 75 Pensions Act 1995 that are attributable to the GE HCL Pension Entities in the GE UK Pension Plan following the Exit Date shall be apportioned in accordance with the Bulk Transfer Deed and the Occupational Pension Schemes (Employer Debt) Regulations 2005 (as amended), unless otherwise agreed with the GE Pension Trustee.

(vii) The GE UK Pension Plan Transfer Value Amount shall be calculated as set out in the Bulk Transfer Deed.

(viii) This Employee Matters Agreement and the Bulk Transfer Deed shall be without prejudice to any obligation of a GE HCL Entity to pay contributions to the GE UK Pension Plan with respect to the period prior to the Exit Date.

Appendix H

Canadian Pension and Other Employee Benefit Plans

(A) Effective as of the applicable Plan Split Date or earlier as may be mutually agreed by the Parties, SpinCo shall assign or cause to be assigned to designated Parent Affiliate:

(1) the Canadian General Electric Pension Plan ("CGE Plan"),

(2) the GE Canada Pension Plan for GE Businesses in Quebec ("GEPPQ"), and

(3) the Régime de retraite des employés non-syndiqués de Réseau Solutions Canada ULC (collectively, the "GE Canadian Pension Plans").

(B) Subject to regulatory approval, effective as of the applicable Plan Split Date, (1) Parent, or its Affiliate, shall transfer or cause to be transferred from the CGE Plan, GEPPQ, and the GE Capital Pension Plan for Canadian Salaried Employees ("GECCP"), as applicable, to a registered pension plan established and sponsored by SpinCo or another member of the SpinCo Group (the "Canadian Mirror Plan") the assets and Liabilities under the CGE Plan, the GEPPQ and the GECCP with respect to Employees, Former Employees and Legacy Former Employees, as applicable, and (2) the Canadian Mirror Plan shall assume all such assets and Liabilities from the CGE Plan, GEPPQ, and GECCP, as applicable. To establish the Canadian Mirror Plan, Parent shall draft the applicable plan documents which shall be adopted by SpinCo (or if applicable, another member of the SpinCo Group) without alteration. The terms and conditions of the transfer of assets and Liabilities from the CGE Plan, GEPPQ, and GECCP to the Canadian Mirror Plan shall be as set out in the agreements between the designated Parent Affiliate and designated member of the SpinCo Group executed prior to the Split Date, but in no case later than the date this Employee Matters Agreement is executed.

(C) SpinCo shall maintain the Canadian General Electric Supplemental Retirement Plan, and any such other supplemental or non-registered arrangement applicable to the Canadian Employees, Former Employees or Legacy Former Employees, as applicable (the "Canada Supplemental Plan"). Effective as of the applicable Plan Split Date or sooner as may be mutually agreed by the Parties, (1) Parent, or its designated Affiliate, shall establish or cause to be established supplemental plans sponsored by Parent or its designated Affiliate that mirror the relevant terms of the Canada Supplemental Plan (the "Canadian Supplemental Mirror Plan") with respect to members who are not Employees, Former Employees or Legacy Former Employees, (2) SpinCo shall transfer or allocate, or cause to be transferred or allocated, from the Canada Supplemental Plan, if and as applicable, to the Canadian Supplemental Mirror Plan all defined benefit

Liabilities accrued under the Canada Supplemental Plan with respect to members who are not Employees, Former Employees or Legacy Former Employees, (3) the Canadian Supplemental Mirror Plan shall assume all such transferred or allocated defined benefit Liabilities from the Canada Supplemental Plan, and (4) the SpinCo Group shall retain all responsibility for paying (or causing to be paid), as and to the extent applicable, the defined benefit Liabilities described in this Section 5(f)(ii)(C) as it relates to Employees, Former Employees and Legacy Former Employees. For greater certainty, SpinCo shall also be responsible for any supplemental or non-registered payment associated with any Employees that participated in the GECCP prior to the Split Date, as and to the extent applicable.

(D) For greater certainty, SpinCo shall maintain the defined contribution non-registered accounts held under the Canada Supplemental Plan for all members as of the Distribution Date, including those who are not Employees, Former Employees or Legacy Former Employees. SpinCo shall establish a mirror non-registered group policy for future contributions for Employees and the balances of existing non-registered accounts for Employees and Former Employees shall be transferred to the new mirror non-registered group policy as of the Distribution Date. SpinCo shall administer or shall cause to be administered such other non-registered defined contribution accounts in the existing non-registered group policy until at least January 31, 2024, during which time all such members as of the Distribution Date shall be permitted to retain the balance of their accounts in the Canada Supplemental Plan, unless their employment is terminated earlier. The accounts of any members who are not Employees, Former Employees, Legacy Former Employees or otherwise part of the SpinCo Group and who do not elect to withdraw the balance of their accounts by January 31, 2024 shall be transferred to the applicable Canadian Supplemental Mirror Plan maintained by Parent or one of its Affiliates on February 1, 2024.

(E) SpinCo shall establish, or cause to be established, a mirror employee stock savings plan, registered retirement savings plan and tax-free savings account for Employees. Accounts relating to Employees, Former Employees and Legacy Former Employees under the GE Canada Stock Savings Plan, registered retirement savings plan and tax-free savings account shall be transferred to SpinCo as of the Plan Split Date. SpinCo shall not be liable or responsible for the accounts under the GE Canada Employee Stock Savings Plan or such registered retirement savings plans and tax-free savings accounts for members who are not Employees, Former Employees or Legacy Former Employees. For greater certainty, and notwithstanding anything to the contrary above or in Appendix F, effective on the Distribution Date, all Employees participating in the GE Canada Employee Stock Savings Plan shall cease to be eligible to participate in the GE Canada Employee Stock Savings Plan, other than with respect to any final purchase that includes such participants' contributions prior to the Distribution Date. The Parent Group shall take all necessary actions to affect such cessation of participation by Employees in the GE Canada Employee Stock Savings Plan, effective on the Distribution Date.

(F) For purposes of Section 4(a)(ii) above, (1) the reference to "employee benefits" shall include the employee stock purchase plan, and (2) the material terms and conditions of employment as were provided to each Canadian Employee immediately prior to the Distribution Date shall mean the terms and conditions of employment as modified by the notice provided to Employees that the terms and conditions regarding their participation in the CGE Plan, GEPPQ or GECCP, as applicable, shall be changing effective December 31, 2023 and such Employees shall commence participating in a different pension arrangement effective January 1, 2024. For greater certainty, the terms and conditions of the Participation Agreement between General Electric Canada and the Board of Trustees of the Colleges of Applied Arts and Technologies Pension Plan dated May 20, 2022 (the "CAAT Agreement") shall enure to the benefit of SpinCo. As of the Plan Split Date, SpinCo shall (1) assign the CAAT Agreement to a designated Parent Affiliate and (2) enter into a mirror form of the CAAT Agreement as with respect to the Employees.

(G) Section 4(c) of this Employee Matters Agreement shall apply with respect to Canadian Employees, but the reference to the "12-month period immediately following the Distribution Date" shall be replaced with "Continuation Period".

(I) Section 5(c) of this Employee Matters Agreement shall apply with respect to Canadian Employees, Former Employees and Legacy Former Employees who participate in the Canadian Parent Health and Welfare Plans, as identified in Appendix E. For greater certainty, the SpinCo Group shall not amend or terminate any retiree health or retiree life benefits for retirees as of the applicable Plan Split Date (except as otherwise required by applicable Law) before January 1, 2024 and, for the avoidance of doubt, the SpinCo Group shall be solely and exclusively responsible for all Liabilities arising from any amendment or termination by or attempted by SpinCo Group, including any amendment or termination determined to be contrary to applicable Law.

(J) During the Maintenance Period, (i) no member of the SpinCo Group shall undertake any De-Risking Transaction regarding the Canadian Mirror Plan or the Canada Supplemental Plan and (ii) no member of the Parent Group shall undertake any De-Risking Transaction regarding the CGE Plan or the Canadian Supplemental Mirror Plan. The SpinCo Group shall be solely and exclusively responsible for, and shall indemnify and defend the Parent Group against, any and all claims related to any amendments to the Canadian Mirror Plan or the Canada Supplemental Plan. For the avoidance of doubt, the SpinCo Group shall be solely and exclusively responsible for all Liabilities arising from any such amendment or termination.

Appendix I

Future Hires

Exhibit 10.4

TRADEMARK LICENSE AGREEMENT

Name and Address of Licensee:	**Name and Address of Parent**:
GE HealthCare Imaging Holding Inc. 3000 N Grandview Blvd Waukesha, WI 53188 Attn: [***] E-mail: [***] with a copy (which will not constitute notice) to: GE HealthCare 500 West Monroe Street Chicago, IL 60661 Attn: [***] E-mail: [***]	General Electric Company Trademark Operation 901 Main Ave Norwalk, CT 06851 Attn: [***] E-mail: [***] with a copy (which will not constitute notice) to: General Electric Company Trademark Operation 901 Main Ave Norwalk, CT 06851 Attn: [***] E-mail: [***]

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS TRADEMARK LICENSE AGREEMENT 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) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

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This **TRADEMARK LICENSE AGREEMENT** (this "Agreement"), dated as of December 31, 2022 is made and entered into by and between General Electric Company, a New York corporation ("Parent"), as licensor, and GE HealthCare Imaging Holding Inc., a Delaware corporation ("Licensee"), as licensee.

PREAMBLE

WHEREAS,

A. Parent and GE Healthcare Technologies Inc., a Delaware corporation ("SpinCo") previously entered into that certain Separation and Distribution Agreement, dated November 7, 2022 (as amended, modified or supplemented from time to time in accordance with its terms, the "Separation Agreement");

B. The Separation Agreement requires the execution and delivery of this Agreement by the Parties as of the Distribution Date;

C. Parent owns the GE Marks and holds registrations thereof in various countries of the world for various products and services;

D. Parent has the right to grant the rights and licenses granted in this Agreement to Licensee;

E. The GE Marks constitute valuable rights owned and used by Parent and its Affiliates in conducting their businesses and designating the origin or sponsorship of their distinctive products and services;

F. Parent desires to enhance and protect the goodwill of the GE Marks and to preserve its and its Affiliates' rights to label products and associated services with the GE Marks so as to avoid consumer confusion;

G. Licensee and Parent agree that certain rules regarding Licensee's use of the GE Marks are necessary to enhance and protect the goodwill of the GE Marks, and to ensure that Parent's and its Affiliates' rights in the GE Marks are preserved;

H. Licensee wishes to use the GE Marks upon and in connection with the manufacture, importation, exportation, packaging, display, sale, marketing, advertising, promotion, distribution, delivery, performance and provision of the Licensed Products;

I. In connection with the transactions contemplated by the Separation Agreement, Parent desires to grant to Licensee rights and licenses to use the GE Marks in accordance with the terms, and subject to the conditions, set forth herein; and

J. Licensee acknowledges Parent is entering into this Agreement as required by the Separation Agreement, for payment of the fees and royalties to be paid by Licensee to Parent hereunder, and also for the promotional value and marketing benefits to be secured by Parent as a result of the manufacture, importation, exportation, packaging, display, sale, marketing, advertising, promotion, distribution, delivery, performance and provision of the Licensed Products.

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the Separation Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

1.1 Defined Terms.

Unless otherwise defined in this Agreement, all capitalized terms used herein shall have the meanings ascribed to such terms in the Separation Agreement. The following capitalized terms as used in this Agreement shall have the meanings given to them below.

(a) "Additional Fields" means the following fields of care: (i) cardiology and vascular; (ii) oncology, including radiation oncology (interventional/external beam/radiopharma); (iii) neurology and nervous system; (iv) musculoskeletal and orthopedics; (v) gastrointestinal and urology; (vi) obstetrics, gynecology and reproductive health; (vii) ophthalmic; (viii) ear, nose and throat (*e.g.*, endoscopy); (ix) nephrology; (x) endocrine and lymphatic system; (xi) ultrasound therapies; (xii) in vitro diagnostics; (xiii) drug delivery (*e.g.*, IV pumps); and (xiv) general surgery.

(b) "Additive Technologies" means any activity, asset, device, Software, product or service that processes or enables the processing of the joining of materials to make objects from 3D model data, usually layer upon layer, as opposed to subtractive manufacturing methodologies, including any activities, assets, devices, Software, products or services to the extent they store, process, analyze, manage, secure, or transfer data in connection with such processing or the enablement of such processing.

(c) "Affiliate" of any Person means a Person that controls, is controlled by or is under common control with such Person. As used herein, "control" of any entity means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, whether through ownership of voting securities or other interests, by Contract or otherwise; provided, however, that (i) SpinCo and the other members of the SpinCo Group shall not be considered Affiliates of Parent or any of the other members of the Parent Group and (ii) Parent and the other members of the Parent Group shall not be considered Affiliates of SpinCo or any of the other members of the SpinCo Group.

(d) "Bankruptcy Event" shall have occurred in respect of a Person, if such Person becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors, or (a) if insolvency, receivership, reorganization or bankruptcy proceedings are commenced against any such party, and such proceedings are not dismissed within sixty (60) days, or (b) if insolvency, receivership, reorganization or bankruptcy proceedings are commenced by any such Person.

(e) "Business Day" means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of New York, New York are required or authorized by Law to be closed.

(f) "Change of Control" means, with respect to Licensee or a Permitted Sublicensee, the acquisition, directly or indirectly, of control of Licensee or such Permitted Sublicensee by a third party, either alone or pursuant to an arrangement or understanding with one or more persons.

(g) "Contract Year" means each twelve (12) month period from and including January 1st through and including December 31st during the Term, with the exception of (i) the first Contract Year (Contract Year 1), which shall be for the period from and including the Distribution Date through and including December 31, 2023 and (ii) the final Contract Year, which shall be from and including January 1st of the relevant year through the later of (a) the Expiration Date or (b) the end of any Grace Period.

(h) "Digital Solutions" means any Digital Solutions Products and Services in existence as of or after the Distribution Date, that in each case are not exclusively applicable to the SpinCo Business (excluding any Former SpinCo Business).

(i) "Digital Solutions Products and Services" means any activity, asset, device, Software, product or service (i) that connects, senses, measures, coordinates, manages, tests, controls, automates, or communicates between or among two (2) or more of (A) industrial assets, (B) complex healthcare assets and (C) network edge devices; or (ii) which stores, processes, analyzes, manages, secures (including provision of unauthorized access detection and prevention, data security in transit, or other cybersecurity or operation security features), or transfers industrial or complex data, including healthcare data, in connection with such activities, assets, devices, Software, products or services of subsection (i).

(j) "Domain Names" means Internet domain names, including top level domain names, global top level domain names, and URLs.

(k) "Earned Royalties" means royalties earned at the rates negotiated in good faith by the Parties (as contemplated in Section 2.1(b)) based on Net Sales of New Licensed Products.

(l) "Exclusively Licensed Products" means (i) all products and services that, as of immediately prior to the Distribution Date, are both (A) branded with a GE Mark and (B) exclusively sold by the SpinCo Business (excluding any Former SpinCo Business), including such products and services in the Existing Fields, and any natural evolutions thereof and (ii) any other products and services approved by Parent for inclusion as an Exclusively Licensed Product in accordance with Section 2.1(b); provided, however, that "Exclusively Licensed Products" shall in no event include, and shall expressly exclude Separate Product Components, Software, Digital Solutions, Additive Technologies or other products and services that would constitute "Non-Exclusively Licensed Products" as defined in this Agreement.

(m) "Existing Fields" means the following fields of care: (i) diagnostic imaging; (ii) ultrasound; (iii) patient monitoring; (iv) diagnostic cardiology; (v) anesthesia and ventilators; (vi) maternal and infant care; (vii) image-guided therapy; (viii) pharmaceutical diagnostics (*e.g.*, contrast and molecular imaging agents); (ix) supplies, consumables, and services related to the foregoing; and (x) financing healthcare assets.

(n) "Expiration Date" means the earlier of (i) ten (10) years following the Distribution Date if this Agreement is not renewed, and if it is renewed, the last day of the last Renewal Term and (ii) the date on which this Agreement is otherwise terminated.

(o) "Former Business" means any corporation, partnership, entity, product line, division, business unit or business, including any business within the meaning of Rule 11-01(d) of Regulation S-X (in each case, including any assets and liabilities comprising the same) that has been sold, conveyed, assigned, transferred or otherwise disposed of or divested (in whole or in part) to a Person other than Parent or its Subsidiaries or the operations, activities or production of which has been discontinued, abandoned, completed or otherwise terminated (in whole or in part), in each case, prior to the Distribution Date.

(p) "Former SpinCo Business" means the operations set forth on Schedule 1.01(c) of the Separation Agreement and any Former Business that at the time of sale, conveyance, assignment, transfer, or other disposition or divestiture (in whole or in part) or discontinuation, abandonment, completion or termination (in whole or in part) of the operations, activities or production thereof, was primarily managed by or primarily associated with the SpinCo Business or any portion thereof as then conducted.

(q) "GE Domain Names" means the Domain Names listed and referenced on Attachment 4.

(r) "GE Marks" means the Trademarks listed and referenced on Attachment 1, as may be unilaterally amended from time to time by Parent with reasonable advance notice to Licensee, solely to reflect modifications to the appearance of the GE Marks and the guidelines for use of the GE Marks, including to comply with the Usage Guidelines.

(s) "Governmental Authority" means any federal, state, local, foreign, international or multinational government, political subdivision, governmental, quasi-governmental authority of any nature (including any department, commission, board, bureau, agency, court, tribunal) or other body exercising legislative, judicial, regulatory, administrative or taxing authority, arbitral body or official of any of the foregoing.

(t) "Grace Period" means the time in which sales of any Licensed Products are permitted following the termination date as provided in Sections 7.3(c) and 7.4.

(u) "Gross Revenue" means all gross revenue directly or indirectly invoiced or received for all Licensed Products Sold by or for Licensee or any Affiliate of Licensee to any third-party (*e.g.*, retailers, distributors, dealers, resellers, sales agents, consumers, etc.) before any discounts, allowances, other deductions, setoffs or offsets. For clarity, Gross Revenue is computed on sales by Licensee's Affiliates (and not only by Licensee and Permitted Sublicensees) solely for purposes of computing Earned Royalties.

(v) "Intellectual Property" means all of the following intellectual property and similar rights, title or interest arising under the Laws of the United States or any other country: (i) patents, patent applications and patent rights, including any such rights granted upon any reissue, reexamination, division, extension, provisional, continuation or continuation-in-part applications ("Patents"); (ii) copyrights, moral rights, mask work rights, database rights and design rights, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions ("Copyrights"); and (iii) trade secrets; provided, however, as used in this Agreement, the term "Intellectual Property" expressly excludes Trademarks and rights arising from or in respect of Domain Names and Domain Name registrations and reservations and Software.

(w) "Law" means any statute, law, regulation, ordinance, rule, judgment, rule of common law, order, decree, Governmental Approval, concession, grant, franchise, license, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, whether now or hereinafter in effect and, in each case, as amended.

(x) "Licensed Products" means, collectively, (i) the Exclusively Licensed Products and (ii) the Non-Exclusively Licensed Products.

(y) "Licensed Territory" means the jurisdictions set forth on Attachment 2.

(z) "Net Sales" means the total Gross Revenue less the following documented and supportable items of expense to the extent to which they are actually paid or allowed:

(i) trade or quantity discounts and allowances customarily and regularly required by and actually granted to customers or any other third party (*e.g.*, retailers, distributors, dealers, and consumers, including commissions paid to distributors or dealers) acquiring from Licensee or Licensee's Affiliate; provided, however, that, subject to applicable Law or regulatory requirements, the deduction for such discounts and allowances may not exceed ten percent (10%) of Gross Revenue in any Contract Year;

(ii) returns actually made and credited if amounts equal to such credits have previously been included in Gross Revenue; provided, however, that the deduction for such returns may not exceed ten percent (10%) of Gross Revenue in any Contract Year;

(iii) value added taxes, sales taxes, use taxes or similar taxes on sales to the extent included in Gross Revenues; and

(iv) separately stated freight or Licensee's or any Permitted Sublicensee's cost of freight as evidenced in each case by proper documentation (*e.g.*, UPS shipment invoice or other documentation requested by Parent) to the extent included in Gross Revenues;

provided, however, that Licensee shall not deduct from Gross Revenue: (A) except as expressly set forth in this Section 1.1(z), any expenses, accruals, allowances, or any other costs incurred or amounts accrued by Licensee or Permitted Sublicensees (1) in the manufacture, importation, exportation, packaging, display, sale, marketing, advertising, promotion, distribution, delivery or provision of the New Licensed Products, or (2) relating to uncollectible accounts, bad debts, warranty claims, extended warranty claims, returns processing, co-op advertising or insurance; or (B) any indirect or overhead expense of any kind whatsoever.

(aa) "New Legal Names" means new legal entity names of any Person that do not consist in whole or in part of, and are not dilutive of or confusingly similar to, the GE Marks, except as explicitly approved by Parent in accordance with the terms of this Agreement.

(bb) "Non-Exclusively Licensed Products" means all (i) products and services that, as of immediately prior to the Distribution Date, are both (A) branded with a GE Mark and (B) sold by both the Parent Business (excluding any Former Business) and the SpinCo Business (excluding any Former SpinCo Business), including such products and services in the Existing Fields, and any natural evolutions thereof, (ii) Separate Product Components, provided, that such Separate Product Components are embedded into Licensed Products or otherwise distributed for use as part of or in connection with Licensed Products, (iii) Software or Digital Solutions that, as of immediately prior to the Distribution Date, are both (A) branded with a GE Mark and (B) used or sold by the SpinCo Business (excluding any Former SpinCo Business), and any natural evolutions thereof, and (iv) any other products and services approved by Parent for inclusion as a Non-Exclusively Licensed Product in accordance with Section 2.1(b); provided, however, that "Non-Exclusively Licensed Products" shall in no event include, and shall expressly exclude, any Additive Technologies.

(cc) "Parent Business" means the businesses and operations as conducted immediately prior to the Distribution or as formerly conducted by Parent and its Subsidiaries other than the SpinCo Business, including any Former Business other than any Former SpinCo Business.

(dd) "Parent Personal Information" shall have the meaning set forth in Section 2(e) of the Data Privacy Guidelines included in Attachment 5.

(ee) "Party" means Parent and Licensee individually, and "Parties" means Parent and Licensee collectively.

(ff) "Permitted Sublicensees" means: (a) SpinCo; and (b) any of SpinCo's Subsidiaries (other than Licensee) that are engaged in the SpinCo Business (excluding any Former SpinCo Business) as of immediately prior to the Distribution Date, but excluding the entities listed on Attachment 8; provided, that, in the event that (i) SpinCo acquires, otherwise obtains or forms additional direct or indirect Subsidiaries after the Distribution Date, any such Subsidiary shall be deemed a Permitted Sublicensee upon Parent's written consent, (x) which shall not be unreasonably withheld with respect to any wholly-owned Subsidiary, and (y) which shall be provided in Parent's sole discretion with respect to any other Subsidiary, and (ii) any Permitted Sublicensee ceases to be a Subsidiary of SpinCo, except as and to the extent provided in Section 10.1(c), such Person shall immediately cease to be a "Permitted Sublicensee" and all sublicenses granted to it under the rights and licenses hereunder shall automatically terminate forthwith.

(gg) "Person" means an individual, a general or limited partnership, a corporation, an association, a trust, a joint venture, an unincorporated organization, a limited liability company, any other entity or any Governmental Authority.

(hh) "Personal Information" shall have the meaning set forth in Section 2(f) of the Data Privacy Guidelines in Attachment 5.

(ii) "Professional Medical Device" means a professional diagnostic, surgical, monitoring or therapeutic medical device.

(jj) "Reporting Period" means each calendar quarter of each Contract Year and any Grace Period; provided, however, that the first and last such quarter during the Term or any Grace Period may not be a full calendar quarter.

(kk) "Separate Product Components" means any individual component of a Licensed Product, taken separately from the Licensed Product as a whole, including cameras, monitors, sensors and printers.

(ll) "Software" means all: (i) computer programs, including all software implementation of algorithms, models, formulas and methodologies, whether in source code, object code, human readable form or other form; (ii) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons; and (iii) all documentation, including user manuals and other training documentation, relating to any of (i) or (ii).

(mm) "Sold" means the first to occur of any of the following events with respect to specified Licensed Products: (i) when delivered, leased, loaned, rented or otherwise provided or disposed of; (ii) when paid for; or (iii) when billed. The term "Sell" shall have a correlative meaning.

(nn) "SpinCo Business" means the Healthcare businesses and operations of Parent and its Subsidiaries, as such businesses and operations were conducted as of immediately prior to the Distribution or as formerly conducted by Parent and its Subsidiaries, including as described in the Information Statement, together with any Former SpinCo Businesses.

(oo) "Standards of Quality" means the GE Data Privacy and Protection Guidelines for Licensees ("Data Privacy Guidelines") and the other guidelines set forth in Article 3, which shall not be less than (i) the high standards of quality, appearance, service and other standards that are observed immediately prior to the Distribution Date by SpinCo Group or Parent Group in the commercialization, advertising, marketing and promotion of Licensed Products rendered immediately prior to or as of the Distribution Date and (ii) the standards that Licensee, Permitted Sublicensees and their respective Vendors observe in their commercialization, advertising, marketing and promotion from time to time of any products and services similar to the Licensed Products.

(pp) "Subsidiary" of any Person means any corporation or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization, is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries.

(qq) "Trademarks" means, collectively, trademarks, service marks, trade names, service names, taglines, slogans, brand names, brand marks, trade dress, identifying symbols and logos, including all goodwill associated therewith, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all extensions and renewals of any of the foregoing.

(rr) "Usage Guidelines" means, collectively: (i) Parent's guidelines for use of the GE Marks as may be provided and amended from time to time by Parent in its sole discretion; (ii) Parent's Brand Identity Guidelines (http://www.gebrandcentral.com/article/brand-architecture), or any successor brand identity guidelines thereto, as may be updated from time to time by Parent in its sole discretion; and (iii) the Healthcare Visual and Branding Guidelines which are set forth in Attachment 7, as may be updated from time to time by Parent in its sole discretion or as requested by Licensee and approved by Parent in its sole discretion.

(ss) "Vendor" means (i) any supplier to Licensee or a Permitted Sublicensee that manufactures or assembles finished Licensed Products and (ii) any supplier to Licensee or a Permitted Sublicensee of components that bear a GE Mark for incorporation into Licensed Products or any subcontractor that provides any portion of services included in the Licensed Products that are Sold under a GE Mark.

1.2 Additional Defined Terms.

The following terms have the meanings set forth in the Section set forth opposite such term:

Term	Section
Agreement	Preamble
Annual Fee	6.1
Applicable Standards	3.2(a)
Applicable Vendor Standards	3.8(b)
Approved GE Entity Names	2.3(a)
Approved Marketing Strategies	4.1
Assignee	10.1(c)
Books and Records	6.8
Change of Control Notice	7.2(c)
child	9.2
children	9.2
Damages	9.8(a)
Data Privacy Guidelines	1.1(oo)
Divested Entity	10.1(b)
EHS	3.5
EWR Products	9.4
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GAAP	6.9

Term	Section
IFRS	6.9
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Initial Term	7.1
Licensee	Preamble
Licensee Indemnified Parties	9.9(a)
Licensee's Indemnity	9.8(a)
Marketing Meeting Outline	4.1
Marketing Meetings	4.1
New Licensed Product	2.1(b)
NPI Process	3.2(c)
Parent	Preamble
Parent Indemnified Parties	9.8(a)
Renewal Term	7.1
Required Insurance	8.1
Responsible Parties	9.4
Separation Agreement	Recitals
SpinCo	Recitals
SRG	3.8(a)
Term	7.1
Waste Fees	9.4

2. GRANT OF LICENSE

2.1 Licensed Products.

(a) In accordance with the terms, and subject to the conditions, set forth in this Agreement, Parent hereby grants Licensee:

(i) a limited, personal, fee-bearing (with respect to (A) Exclusively Licensed Products and (B) New Licensed Products described in Section 2.1(b)(i) that are deemed Exclusively Licensed Products in accordance with Section 2.1(b)) or royalty-bearing (with respect to New Licensed Products described in Section 2.1(b)(ii) or Section 2.1(b)(iii) that are deemed Exclusively Licensed Products in accordance with Section 2.1(b)), exclusive (even as to Parent, but subject to any rights granted prior to the Distribution Date), non-transferable, non-assignable (except as permitted in accordance with Section 10.1), non-sublicensable (except as permitted in accordance with Section 2.4), license during the Term and any Grace Period only in the Licensed Territory to use the GE Marks only in connection with the manufacture by or for Licensee (including the right to have manufactured by Vendors in accordance with Article 3) and the importation, exportation, packaging, display, sale, marketing, advertising, promotion, distribution, delivery, performance and provision of Exclusively Licensed Products, solely in connection with the SpinCo Business (excluding any Former SpinCo Business) as conducted as of immediately prior to the Distribution Date, and any natural evolutions thereof; provided, however, that in no event shall Parent be restricted from using the GE Marks in connection with the importing, exporting, packaging, displaying, selling, marketing, advertising, promoting, distributing, delivering, performing or providing any products or services (including, for the avoidance of doubt, any products or services that would otherwise constitute Exclusively Licensed Products) created using or generated by or through the use of, or that constitute the output of any Additive Technologies; and

(ii) a limited, personal, fee-bearing (with respect to (A) Non-Exclusively Licensed Products and (B) New Licensed Products described in Section 2.1(b)(i) that are deemed Non-Exclusively Licensed Products in accordance with Section 2.1(b)) or royalty-bearing (with respect to New Licensed Products described in Section 2.1(b)(ii) or Section 2.1(b)(iii) that are deemed Non-Exclusively Licensed Products in accordance with Section 2.1(b)), non-exclusive, non-transferable, non-assignable (except as permitted in accordance with Section 10.1), non-sublicensable (except as permitted in accordance with Section 2.4), license during the Term and any Grace Period only in the Licensed Territory to use the GE Marks only in connection with the manufacture by or for Licensee (including the right to have manufactured by Vendors in accordance with Article 3) and the importation, exportation, packaging, display, sale, marketing, advertising, promotion, distribution, delivery, performance and provision of Non-Exclusively Licensed Products, solely in connection with the SpinCo Business (excluding any Former SpinCo Business) as conducted as of immediately prior to the Distribution Date and any natural evolutions thereof.

All such use shall be in strict accordance with the Standards of Quality, the Usage Guidelines and otherwise in accordance with all terms, and subject to all and conditions, set forth this Agreement.

(b) Licensee may request that the foregoing licenses be extended to cover additional products or services in the Licensed Territory (a "New Licensed Product"). Any such request by Licensee shall be submitted in writing to Parent in a form containing information and details mutually agreed upon between the Parties. Parent shall have the right, in its sole discretion, to request additional information to facilitate its assessment of any such request. Any such extension to a New Licensed Product shall be subject to the following:

(i) With respect to New Licensed Products that are (x) Professional Medical Devices for use in one or more of the Additional Fields, (y) radiopharmaceutical therapies or therapeutics associated with antigen-based imaging agents, or (z) imaging and image-guided devices and digital solutions for use in the dental field, any such extension of the licenses hereunder shall not be subject to the prior written approval of Parent or any additional royalties; provided, however, that Licensee must provide Parent with reasonable prior notice of any request to extend such licenses to any such New Licensed Product and any such extension shall become effective only upon Parent's (A) confirmation that Parent has all necessary rights to grant such extension and (B) designation of such New Licensed Product as an Exclusively Licensed Product or Non-Exclusively Licensed Product (as set forth below in this Section 2.1(b)).

(ii) With respect to all New Licensed Products that are Professional Medical Devices, other than New Licensed Products addressed in Section 2.1(b)(i), any such extension of the licenses hereunder shall be subject to Parent's prior written approval, not to be unreasonably withheld or denied, and a royalty rate to be negotiated in good faith between the Parties; [***].

(iii) With respect to all New Licensed Products that are not addressed in Section 2.1(b)(i) or Section 2.1(b)(ii), any such extension of the licenses hereunder shall be subject to Parent's prior written approval, which shall be provided in Parent's sole discretion and which may not extend to all such requested products or services nor all jurisdictions in the Licensed Territory, and a royalty rate to be negotiated in good faith between the Parties.

With respect to any of the foregoing requests for extensions to a New Licensed Product, Licensee acknowledges and agrees that any such extensions may be subject to additional terms or conditions, as deemed necessary or desirable by the Parent, including with respect to exclusivity. Upon (A) Parent's consent (with respect to New Licensed Products addressed in Section 2.1(b)(ii) or Section 2.1(b)(iii)) or (B) confirmation of Parent's ability to extend the license in Section 2.1(a)(i) or Section 2.1(a)(ii) (with respect to New Licensed Products addressed in Section 2.1(b)(i)), as applicable, to cover a New Licensed Product in accordance with the terms of this Section 2.1(b), such extension, and any relevant terms and conditions related thereto, shall be documented in writing by the Parties and attached hereto as an Attachment, at which time such New Licensed Product shall be deemed an Exclusively Licensed Product or Non-Exclusively Licensed Product, as applicable, as defined and used hereunder. The Parties will meet twice per Contract Year (or at a different frequency, as mutually agreed upon between the Parties) to discuss any such requests for New Licensed Products, as well as to review Licensee's and its Permitted Sublicensees' product pipeline, acquisition and divestiture activities, joint ventures and similar developments.

2.2 Trade Name.

(a) In accordance with the terms, and subject to the conditions, set forth in this Agreement, Parent hereby grants Licensee a limited, personal, fee-bearing, non-exclusive, non-transferable, non-assignable (except as permitted in accordance with Section 10.1), non-sublicensable (except as permitted in accordance with Section 2.4), license during the Term and any Grace Period to use the trade name "GE HealthCare," solely in connection with (i) the SpinCo Business (excluding any Former SpinCo Business) as conducted as of immediately prior to the Distribution Date and any natural evolutions thereof and (ii) Licensed Products.

(b) Subject to Section 7.2(a)(vii), Licensee may request that the license granted under Section 2.2(a) be extended to include a trade name that is or contains a GE Mark but is not "GE HealthCare." Any such request by Licensee shall be submitted in writing to Parent and shall be subject to Parent's prior written approval, in its sole discretion; provided, however, that in no event shall Parent's failure to respond or render a decision be deemed to constitute an approval.

2.3 Legal Entity Names.

(a) In accordance with the terms, and subject to the conditions, set forth in this Agreement, Parent hereby grants Licensee a limited, non-sublicensable (except as permitted in accordance with Section 2.4) right, during the Term and any Grace Period (subject to Section 2.3(d)) to use the GE Marks as part of legal entity names for the entities listed on Attachment 6 (the "Approved GE Entity Names"). To the extent any member of the SpinCo Group that exists as of immediately prior to the Distribution Date has a legal entity name that includes any GE Mark but is not an Approved GE Entity Name, Licensee and the members of the SpinCo Group shall adopt New Legal Names for such members of the SpinCo Group in accordance with Section 2.3(b). For the avoidance of doubt, the rights granted under this Section 2.3(a) shall not confer any right or license to use the GE Marks or the Approved GE Entity Names as a Trademark.

(b) Promptly after the Distribution Date, but in any event no later than six (6) months after the Distribution Date (or such longer time period as may be approved by Parent in its reasonable discretion), Licensee and the members of the SpinCo Group shall make all filings with any and all offices, agencies and bodies and take all other actions necessary to adopt New Legal Names for such members of the SpinCo Group with legal entity names that include any GE Mark but are not Approved GE Entity Names, and upon receipt of confirmation from the appropriate registry that such name changes have been effected, Licensee shall provide Parent with written proof that such name changes have been effected. In the event that Licensee or any such member of the SpinCo Group is unable to obtain all approvals necessary to adopt a New Legal Name in a jurisdiction, or is otherwise unable for regulatory reasons or other reasons outside of the SpinCo Group's control to adopt a New Legal Name in a jurisdiction, such Person shall be allowed to continue its use of the applicable legal entity name for a transition period, to the extent required for the SpinCo Group to adopt a New Legal Name in a particular jurisdiction, which shall be mutually agreed-upon by the Parties, provided, however, that such Person has demonstrated reasonable efforts to adopt a New Legal Name.

(c) Licensee may request that the right granted under Section 2.3(a) be extended to legal entity names that did not exist at the time of the Distribution Date for Licensee or a Permitted Sublicensee, provided, that such legal entity names must include "GE HealthCare" or "GEHC." Any such request by Licensee shall be submitted in writing to Parent and shall be subject to Parent's prior written approval, not to be unreasonably withheld or denied; provided, however, that in no event shall Parent's failure to respond or render a decision be deemed to constitute an approval. Notwithstanding the foregoing, to the extent such legal entity name includes "GE HealthCare" or "GEHC" in combination with a jurisdiction (*e.g.*, "GE HealthCare Canada"), the right granted to Licensee under Section 2.3(a) shall be automatically extended to such legal entity names upon Licensee's timely written notice to Parent of such legal entity names, without further review or approval by Parent.

(d) Notwithstanding the foregoing, in the event the SpinCo Group adopts a trade name that is not "GE HealthCare," the rights granted to Licensee under this Section 2.3 shall immediately terminate, and Licensee and all members of the SpinCo Group shall promptly, but in any event no later than six (6) months after such termination of rights, make all filings with any and all offices, agencies and bodies and take all other actions necessary to adopt New Legal Names for all such members of the SpinCo Group with legal entity names that include any GE Mark, and upon receipt of confirmation from the appropriate registry that such name changes have been effected, Licensee shall provide Parent with written proof that such name changes have been effected. In the event that any such Person is unable to obtain all approvals necessary to adopt a New Legal Name in a jurisdiction, or is otherwise unable for regulatory reasons or other reasons outside of SpinCo Group's control to adopt a New Legal Name in a jurisdiction, such Person shall be allowed to continue its use of the applicable legal entity name in such impacted jurisdiction for a transition period mutually agreed-upon by the Parties not to exceed one (1) year, provided, however, that such Person has demonstrated commercially reasonable efforts to adopt a New Legal Name.

2.4 Sublicensing. In accordance with all terms, and subject to all conditions, set forth in this Agreement, as of the Distribution Date, Licensee shall have the right to grant to any Permitted Sublicensee a non-transferable sublicense (without the right to grant further sublicenses) under the rights and licenses granted to Licensee in this Article 2; provided, however, that in no event shall any such sublicense exceed the scope of the rights and licenses granted to Licensee in this Article 2. The Parties acknowledge and agree that, as of immediately prior to the Distribution Date, all Subsidiaries of SpinCo (other than Licensee) are using the GE Marks or Approved GE Entity Names (as applicable) in the conduct of the SpinCo Business (excluding any Former SpinCo Business) and therefore shall be deemed "Permitted Sublicensees" hereunder; provided, however, that if Licensee notifies Parent within thirty (30) days of the Distribution Date of any Subsidiary that is not so using the GE Marks or Approved GE Entity Names, as applicable, such Subsidiary shall not be deemed a "Permitted Sublicensee" and shall not receive any sublicenses hereunder. Licensee shall cause each Permitted Sublicensee to fully comply with all terms and conditions set forth in this Agreement as if such Permitted Sublicensee was directly bound thereby, and Licensee shall be liable hereunder for all actions or omissions of any Permitted Sublicensee, including any breach or other violation by any Permitted Sublicensee of any terms and conditions set forth herein, as if performed (or failed to be performed) by Licensee itself. Notwithstanding the foregoing, in the event any Permitted Sublicensee ceases to be a Subsidiary of SpinCo, except as and to the extent provided in Section 10.1(c), such Person shall immediately cease to be a "Permitted Sublicensee" and all sublicenses granted to it under the rights and licenses hereunder shall automatically terminate forthwith.

2.5 Reservation of Rights. Any rights not granted to Licensee in this Agreement are specifically reserved by and for the Parent Group and the rights granted to Licensee in this Agreement are subject to any and all of the rights granted by the Parent Group to third parties prior to the Distribution Date. Except as expressly provided in this Article 2, if applicable, no licenses or other rights are implied or granted by estoppel or otherwise. Licensee hereby accepts the grant of rights and licenses in Article 2, and shall cause Permitted Sublicensees to accept the grant of any sublicenses, in each case, in accordance with the terms, and subject to the conditions, set forth in this Agreement. Licensee shall not (and shall ensure that Permitted Sublicensees do not) manufacture, export, import, package, display, sell, market, advertise, promote, distribute, deliver, perform or provide any products or services other than Licensed Products only in the Licensed Territory in accordance with the foregoing licenses. Parent Group expressly reserves the right (i) to retain for itself the right to use the GE Marks in all geographical areas for any products or services or other use, and (ii) to grant to any third parties a license of any scope to use the GE Marks in all geographical areas for any products or services or other use, in each case (i) and (ii), other than with respect to the Exclusively Licensed Products (provided, that, for the avoidance of doubt, as per Section 2.1(a)(i), in no event shall Parent be restricted from using the GE Marks in connection with the importing, exporting, packaging, displaying, selling, marketing, advertising, promoting, distributing, delivering, performing or providing any products or services (including, for the avoidance of doubt, any products or services that would otherwise constitute Exclusively Licensed Products) created using or generated by or through the use of, or that constitute the output of any Additive Technologies).

3. QUALITY CONTROL

3.1 Parent's Quality Control. Parent has the right, but no obligation, to supervise, control and approve the use of the GE Marks by Licensee, Permitted Sublicensees and Vendors with respect to the nature and quality of the Licensed Products and the materials used to advertise, market and promote the Licensed Products for the purpose of protecting and maintaining the goodwill associated with the GE Marks and the reputation of the Parent Group. Such supervision, control and approval extends to (i) Licensee's, Permitted Sublicensees' and Vendors' practices and procedures for quality control of Licensed Products, including all aspects of the design, manufacture, display, sale, promotion, advertising, marketing, distribution, delivery, performance or provision of Licensed Products by Licensee, Permitted Sublicensees and Vendors, and (ii) the appearance of, quality of, and other manner in which the GE Marks are used in connection with Licensed Products, labeling and packaging for Licensed Products, and such materials; provided, that, in the event of any conflict between this sentence and Section 3.2 as it relates to the specific procedures set forth in Section 3.2 regarding reporting and providing corrective action plans for product quality, product safety and product recalls, Section 3.2 shall control. Licensee acknowledges and agrees, on behalf of itself and Permitted Sublicensees and Vendors, that each of the quality control rights of Parent in Article 3, Article 4 and Article 5 are a material element of this Agreement.

3.2 Safety, Quality, Compliance and Warranty Requirements.

(a) All Licensed Products (and the manufacturing thereof) and all materials used to advertise, market and promote the Licensed Products shall meet all requirements of the Standards of Quality and shall comply with all applicable Laws and industry standards and protocols, including applicable laws and standards described in the Data Privacy Guidelines (collectively, the "Applicable Standards"). Licensed Products may not be manufactured, exported, imported, packaged, displayed, sold, marketed, advertised, promoted, distributed, delivered, performed or provided until such Applicable Standards have been met.

(b) The Licensed Products shall be merchantable and fit for the purpose for which they are intended as provided in the express warranty provided with Licensed Products. Licensee may (and may permit Permitted Sublicensees to) disclaim the foregoing representations to its users or its purchasers to the extent permitted by Law, but not to Parent. Licensee shall (and shall ensure Permitted Sublicensees) use all efforts necessary or reasonable to ensure that the Licensed Products shall be of a quality in terms of design, features, safety, material and workmanship, and suitability for their intended purposes, that is, in all material respects, equal to or better than (i) the quality of the Licensed Products manufactured, exported, imported, packaged, displayed, sold, marketed, advertised, promoted, distributed, delivered, performed or provided by SpinCo Group or Parent Group in connection with the SpinCo Business immediately prior to the Distribution Date and (ii) competitive products and services marketed in a comparable category, price range and jurisdiction in which the Licensed Products compete.

(c) Licensee shall (and shall ensure Permitted Sublicensees and their respective Vendors) integrate into their product and service development processes a new product introduction process ("NPI Process") prior to the sale or distribution of such Licensed Products, which (i) is reasonably consistent with NPI processes used by SpinCo Group or Parent Group in connection with the SpinCo Business (excluding any Former SpinCo Business) as of immediately prior to the Distribution Date and (ii) ensures that all Applicable Standards are met. Licensee, on behalf of itself, Permitted Sublicensees and Vendors, shall provide copies of all materials prepared in the NPI Process for any Licensed Product to Parent upon Parent's request.

(d) Licensee shall (and shall ensure Permitted Sublicensees and Vendors) maintain, develop and update from time to time, as needed, a product safety compliance program, which shall include, at a minimum, a product safety escalation process to permit the timely notification of potential product safety hazards to applicable regulatory authorities when required by applicable Law, or reasonably deemed necessary by Licensee or the applicable Permitted Sublicensee. The product safety compliance program is intended, in part, to ensure the timely disclosure to applicable Governmental Authorities of potential product safety issues. To the extent Licensee, any Permitted Sublicensee or any Vendor (i) becomes aware of any highly material product safety or product quality issues or (ii) issues or is required to, or has cause to, issue any highly material product recalls, in each case, Licensee, on behalf of itself and its Permitted Sublicensees and their respective Vendors, as applicable, shall notify the Parent in accordance with Licensee's then-current crisis communication plan for alerting key stakeholders. For purposes of this Section 3.2(d), a "highly material" product safety or product quality issue is one that, in Licensee's reasonable determination, creates a material and significant risk of reputational harm to the Parent's brand or would cause Parent to face a material and credible legal claim as a result of matters such as regulatory enforcement matters (*e.g.*, untitled letters, warning letters, consent decrees), criminal investigations or actions, congressional or other governmental inquiries, civil litigation claims, and whistleblower cases (in each case, only insofar as they may create a material and significant risk of reputational harm with respect to product safety or product quality), and a "highly material" product recall would include any recall issued that is considered to be Class 1, as defined by the United States Food and Drug Administration, or the equivalent thereof in other jurisdictions. Upon reasonable request, Licensee will provide to Parent the full corrective action plan for such highly material product safety or product quality issues or such highly material product recalls, including as reported to the United States Food and Drug Administration or other Governmental Authorities. If Licensee's corrective action plan is not implemented or is not effective to resolve the identified issue or concern, Licensee will submit to Parent a revised corrective action plan. Parent will have the right to submit questions or concerns in writing to Licensee, or to request a meeting with Licensee to discuss such revised corrective action plan, within ten (10) Business Days of Parent's receipt of Licensee's revised corrective action plan and Licensee will reasonably consider such questions or concerns and, as applicable, meet with Parent to discuss the revised corrective action plan, in each case, solely to the extent reasonably practicable without interfering with Licensee's, or any Permitted Sublicensee's or Vendor's, regulatory compliance obligations. Following the Distribution Date, the Parties shall meet once per Contract Year (or more frequently, at the reasonable request of Parent) to discuss product safety compliance matters, including product recalls.

(e) For each Licensed Product, Licensee will (and will ensure that Permitted Sublicensees and Vendors) conduct necessary testing to demonstrate compliance with all safety standards included in the Applicable Standards and any certification requirements thereto. The frequency and scope of such testing shall be equal to or better than: (i) the testing practices of the SpinCo Group or Parent Group for the Licensed Products immediately prior to the Distribution Date and (ii) the testing practices required by applicable Law.

(f) Licensee will (and will ensure that each Permitted Sublicensee and each of their respective Vendors does) continuously adapt its production process and product development to minimize the use or creation of hazardous substances.

(g) Licensee shall (and shall ensure that each Permitted Sublicensee does) provide a warranty for each Licensed Product Sold and Licensee or such Permitted Sublicensee shall be solely responsible for performing its obligations under that warranty, whether during the Term or following the Expiration Date. The Licensed Products shall carry warranty coverage equal to or better than the warranty coverage: (a) offered by the SpinCo Group or Parent Group for like products immediately prior to the Distribution Date, (b) offered by Licensee or any of its Affiliates for like products, if any, that it sells; and (c) offered by primary competitors on like products and services in a comparable category, price range and jurisdiction. Notwithstanding the foregoing, the warranty coverage (parts and labor) for the Licensed Products shall in no event be less than one (1) year (or such longer period of time as may be required by applicable Law).

(h) Licensee shall (and shall ensure that Permitted Sublicensees and Vendors) maintain, develop and update from time to time, as needed, a data privacy and protection compliance program, which shall: (i) comply with all applicable Laws and the standards described in the Data Privacy Guidelines; (ii) be consistent with programs and policies used by SpinCo Group or Parent Group in connection with the SpinCo Business immediately prior to the Distribution Date; and (iii) be updated from time to time to reflect evolving industry standards and best practices. Licensee shall (and shall ensure that Permitted Sublicensees) use the GE Mark(s) only in connection with Licensed Products that are in strict compliance with such data privacy and protection compliance program. Licensee, on behalf of itself and Permitted Sublicensees and their respective Vendors, shall submit such program to Parent on an annual basis or when changes or modifications to the plan are made. If Licensee fails to implement or cause Permitted Sublicensees or their respective Vendors to implement, Licensee's data privacy and protection program within forty-five (45) days of such notice, then Parent shall have the right to terminate this Agreement at any time upon notice to Licensee. Licensee, on behalf of itself, Permitted Sublicensees and Vendors, shall provide Parent with notice of material data privacy and protection complaints and implement corrective action plans related thereto, in each case, in accordance with the process described in Section 3.2(d).

3.3 Record-keeping. Licensee shall (and shall ensure Permitted Sublicensees and Vendors) maintain reasonable records and information relating to their compliance with the Applicable Standards and their activities under this Agreement. Such records and information shall be maintained for a minimum period of ten (10) years after the later of the Expiration Date or the end of the Grace Period (or such longer period of time as may be required by applicable Law). Such records and information shall include: quality manuals; the restriction of hazardous substances compliance records; lot inspection reports; return rate data by model; environment, health and safety, quality, ethics, or other reviews required to be conducted under this Agreement that relate in any way to the Licensed Products or components thereof; and the appropriate Governmental Authority listings and other records and information required by any industry-standard quality and safety guidelines for each Licensed Product.

3.4 Information Requests and Samples.

(a) Upon reasonable request by Parent, Licensee, on behalf of itself, Permitted Sublicensees and Vendors, will promptly provide to Parent copies of records maintained by itself, Permitted Sublicensees and Vendors under this Agreement, including any quality and safety audits, quality manuals, the restriction of hazardous substances compliance forms, lot inspection reports, return rate data by model, and the appropriate Governmental Authority listings.

(b) During the Term, upon reasonable notice from time to time, Parent shall have the right to promptly obtain (or otherwise be provided with access to) from Licensee, Permitted Sublicensees and Vendors from time to time and at any time during the Term upon reasonable notice (i) Licensed Products and all associated labeling or packaging, (ii) samples showing all other uses of the GE Marks, and (iii) other reasonable information as to the nature and quality of the Licensed Products and advertising, marketing and promotional materials therefor using the GE Marks and the manner in which the GE Marks are used in connection with the Licensed Products or such materials. Such products will be shipped to or otherwise made available for examination by Parent (or a designee of Parent) at a mutually agreed-upon location and otherwise provided at no charge to the Parent Group, including no handling charges or duties.

3.5 Inspections and Audits. Licensee shall inspect and perform audits of each facility used by Licensee, Permitted Sublicensees or Vendors in the manufacture or assembly of Licensed Products using procedure and methods that are (i) equal to or better than industry standards and best practices and (ii) consistent with those used by SpinCo Group or Parent Group in connection with the SpinCo Business immediately prior to the Distribution Date, in each case, to determine compliance with the Applicable Vendor Standards (as defined below), any applicable Laws and any other requirements of this Agreement. Such inspections and audits will be performed prior to the commencement of manufacturing of Licensed Products at any facility not used for those purposes for three hundred sixty-five (365) consecutive days and in each Contract Year thereafter. Such inspections and audits will include the manufacturing site's business processes, labor practices, wage and work hour compliance, worker living conditions (where worker housing is provided), environmental, health and safety ("EHS") systems, EHS performance, and working conditions. Licensee shall, and shall ensure that all Permitted Sublicensees and their respective Vendors, keep formal records of such inspections and audits and provide a copy of any such inspection or audit to Parent upon Parent's reasonable request. If, during the course of such inspections and audits, Licensee or a Permitted Sublicensee, as applicable, identifies any "unacceptable" or "zero tolerance" findings, as understood by the rating system used by SpinCo Group or Parent Group in connection with the SpinCo Business immediately prior to the Distribution Date, Licensee will provide its (or its applicable Permitted Sublicensee's) findings in writing to Parent promptly (in the case of "unacceptable" findings) or immediately (in the case of "zero tolerance" findings) and implement corrective action plans in accordance with the process described in Section 3.2(d). Licensee shall re-inspect or re-audit to confirm the corrective action has been effectively implemented. Notwithstanding the foregoing, if Licensee or any Permitted Sublicensee, as applicable, identifies any "zero tolerance" findings, any such corrective action plans must be initiated immediately and such findings resolved without delay. Any Vendor,

Permitted Sublicensee or Licensee factory with an "unacceptable" or "zero tolerance" finding shall not ship or produce Licensed Products or components for Licensed Products until the issue(s) raised by the finding(s) is/are fully resolved. Any Vendor that fails to address unacceptable factory practices, product safety or product quality related issues or any violation of the terms of this Agreement shall be barred from producing Licensed Products or components for Licensed Products until such issues are addressed.

3.6 Non-conformance. If Parent reasonably believes that any Licensed Product, any component thereof, or any materials used to advertise, market or promote the Licensed Products do not conform to the Applicable Standards or any other requirement of this Agreement (either during the new product development process or after the Licensed Product has been Sold), Parent may give notice to Licensee that it desires to meet and discuss its findings with Licensee and have Licensee create (or cause to be created) a corrective action plan. To the extent Licensee's corrective action plan is not implemented or is not effective to resolve the identified issue or concern, Licensee will submit to Parent a revised corrective action plan and Parent will have the right to submit questions or concerns in accordance with Section 3.2(d), and the process outlined in Section 3.2(d) shall apply *mutatis mutandis* to revised corrective action plans covering non-conforming Licensed Products. If, notwithstanding the implementation and adoption of corrective action plans in accordance with Section 3.2(d), the applicable Licensed Product continues not to conform to the Applicable Standards or any other requirement of this Agreement, or if Licensee fails to implement such corrective action plans, then, without prejudice to Parent's right to terminate the Agreement in accordance with Article 7, Licensee shall (and shall ensure Permitted Sublicensees) promptly cease manufacturing, Selling, advertising, marketing, promoting, and servicing such non-conforming Licensed Products or advertising, marketing and promotional materials in connection with the GE Marks. Licensee acknowledges, on behalf of itself and Permitted Sublicensees and Vendors, that any use of the GE Marks during a suspension period in contravention of this Section 3.6 shall be deemed unauthorized and infringing.

3.7 Recalls. Licensee (or a Permitted Sublicensee) shall bear any and all costs related to, and shall be solely responsible for, any product recall of Licensed Products, whether voluntary or required by a Governmental Authority hereunder. Licensee hereby agrees, on behalf of itself and Permitted Sublicensees, that adequate identification stamping will be placed on finished Licensed Products to best facilitate any product recall that may be declared.

3.8 Vendor Compliance.

(a) Licensee, on behalf of itself and Permitted Sublicensees, shall provide to Parent once per Contract Year a report which includes: (i) a true and complete list of each facility used by Licensee, Permitted Sublicensees or Vendors in the manufacture or assembly of Licensed Products identifying the jurisdiction and product(s) manufactured therein and (ii) the designation of risk for each such facility, to be prepared in accordance with Parent Group's Supplier Responsibility Governance ("SRG") Program and EHS risk allocation standards in existence immediately prior to the Distribution Date (*i.e.*, "Sanctioned," "Restricted," "High Risk" or "Low Risk") or Licensee's or Permitted Sublicensees' SRG and EHS risk allocation standards, provided these standards are consistent with those used by SpinCo Group or Parent Group in connection with the SpinCo Business immediately prior to the Distribution Date.

(b) Licensee shall develop (or cause to be developed) a set of standards and requirements for any Vendor engaged to manufacture or distribute Licensed Products for or on behalf of Licensee or Permitted Sublicensees, which shall be: (i) consistent with the SRG Program, EHS standards, and the Integrity Guide for Suppliers, Contractors and Consultants used and enforced by SpinCo Group or Parent Group in connection with the SpinCo Business immediately prior to the Distribution Date and (ii) updated from time to time to reflect evolving industry standards and best practices (collectively, the "Applicable Vendor Standards"). Any such Appliable Vendor Standards shall be submitted in writing to Parent upon any updates to such standards by Licensee, upon Parent's reasonable request, or otherwise on an annual basis.

(c) Licensee shall (and shall ensure that Permitted Sublicensees): (i) provide Vendors with the Applicable Vendor Standards and all applicable requirements hereunder; (ii) require Vendors to expressly agree to comply with the Applicable Vendor Standards and all applicable requirements hereunder; and (iii) ensure that Vendors continually meet or exceed such standards and requirements. Licensee will (and will ensure that Permitted Sublicensees) take all appropriate actions if any Vendor fails to comply with the foregoing, including causing Vendors to undertake necessary corrective actions or suspending or terminating such Person's relationship with them. To the extent any Vendor experiences, in Parent's, Licensee's or a Permitted Sublicensee's reasonable determination, significant or consistent issues with compliance with the Applicable Standards or any applicable requirements hereunder or is operating in a jurisdiction designated as "Sanctioned," "Restricted" or "High Risk," Parent may request that Licensee provide a regular written report to the Parent (in a form reasonably acceptable to Parent) detailing the compliance issues of such Vendor, the steps taken by Vendor to accomplish any agreed-upon corrective action plan and an assessment of such Vendor's progress to fulfill such corrective action plan.

(d) Licensee will (and will ensure that Permitted Sublicensees) procure and maintain on file its legally required certifications and those from all Vendors (for all their respective manufacturing sites) attesting to their compliance with the Applicable Vendor Standards. Licensee hereby agrees, on behalf of itself and Permitted Sublicensees, that no Vendor shall produce any Licensed Products, or any components used in Licensed Products, in any facility in any country that is subject to sanctions by any Governmental Authority or any Law, absent Parent approval. With respect to any country that was subject to sanctions and subsequently has all such sanctions removed, Parent shall determine, in its reasonable discretion, whether Licensed Products may be produced in such country.

3.9 Parent Review/Approvals; Regulatory Compliance. Notwithstanding anything to the contrary herein, in no event will Parent be liable or responsible for, or bear any obligation or liability with respect to, Licensee's, its Permitted Sublicensees' or their respective Vendors' compliance with regulatory requirements or applicable Laws, including with respect to corrective actions or responses to any product safety issues, product quality issues or product recalls, it being understood and agreed that compliance with regulatory requirements and all applicable Laws with respect to any Licensed Products shall be the sole responsibility of Licensee, its Permitted Sublicensees and their respective Vendors, as applicable. Where Parent reviews, comments on or approves any activity, document or product under this Agreement, or makes any judgment or determination with respect to the Licensed Products (including with respect to the quality or safety thereof), it does so for its benefit only and without limiting any obligation or responsibility of Licensee, its Permitted Sublicensees or their respective Vendors with respect thereto. Without

limiting the provisions of Section 10.6, no third-party beneficiary rights to consumers, users, purchasers or others are intended by this Article 3. No waiver or renunciation of any performance requirement or product liability of Licensee, Permitted Sublicensees and Vendors may be implied by such review, comments or approval. Furthermore, no right granted to Parent with respect to review, comments or approval in this Article 3 shall impose a duty or obligation on Parent to review or approve or otherwise engage in Licensee's, or its Permitted Sublicensee's or Vendors', obligations described in this Article 3.

4. MARKETING AND COMMUNICATIONS MEETINGS

4.1 Marketing and Communications Meetings. Promptly following the Distribution Date, and in any event, no more than three (3) months following the Distribution Date, and once per Reporting Period thereafter, the Parties will meet to review the status of the marketing, communications and sales strategies for the Licensed Products and discuss any proposals for significant updates or changes to such strategies, which shall be subject to Parent's prior approval in accordance with Section 4.2 (such meetings, the "Marketing Meetings" and such strategies, the "Approved Marketing Strategies"). Until the initial Marketing Meeting, Licensee shall (and shall ensure Permitted Sublicensees) continue to implement marketing, communications and sales strategies for the Licensed Products in a manner consistent with past practices and policies of the SpinCo Group or Parent Group in connection with the SpinCo Business (excluding any Former SpinCo Business) immediately prior to the Distribution Date. Prior to each Marketing Meeting, Licensee will deliver to Parent an outline for such Marketing Meeting covering topics in a form substantially similar to the meeting agenda outlined in Attachment 3 (the "Marketing Meeting Outline").

4.2 Approval of Marketing Strategies. Parent shall have the right to approve how the GE Marks are proposed to be used and depicted in accordance with the Approved Marketing Strategies, including with respect to any significant updates or changes to the Approved Marketing Strategies proposed by Licensee at the Marketing Meetings. Parent will endeavor to provide a written response to or submit follow-up questions regarding each proposed significant update or change to the Approved Marketing Strategies within ten (10) Business Days of submission at the applicable Marketing Meeting; provided, however, that any failure of Parent to respond or render a decision within such ten (10) Business Day period shall not be deemed to be an approval by Parent and Licensee shall continue to follow-up with Parent until such time as Parent has provided written approval of the applicable submission. If Parent has failed to respond or render a decision within such ten (10) Business Day period, Licensee shall give notice to Parent, and Parent agrees that, within ten (10) Business Days of Parent's receipt of such notice, Parent will deliver its response or it will make available one of its employees or representatives to discuss Parent's response. If Parent provides notice that such submission is unsatisfactory, contemporaneously with providing notice of disapproval, Parent shall state the reasons for its disapproval and provide guidance on how such proposed significant update or change to the Approved Marketing Strategies might be approved, and the Parties will make available, as necessary, one or more senior employees or representatives to facilitate such resolution. To the extent Licensee or any Permitted Sublicensee desires to significantly change or update the Approved Marketing Strategies at any time other than the Marketing Meetings, Licensee may contact the Parent for consideration of such changes or updates, upon reasonable notice. Licensee shall (and shall ensure Permitted Sublicensees) use all commercially reasonable efforts necessary to implement the Approved Marketing Strategies, and any significant updates or changes thereto, approved by Parent.

5. OWNERSHIP AND USE OF THE MARK AND RELATED REQUIREMENTS

5.1 Ownership.

(a) Licensee, on behalf of itself and Permitted Sublicensees, admits the validity, and Parent's exclusive ownership, of the GE Marks and agree that any and all goodwill, rights or interests that might be acquired by the use of the GE Marks by Licensee or any Permitted Sublicensee shall inure to the sole benefit of Parent. If Licensee or any Permitted Sublicensee obtains any rights or interests in the GE Marks, Licensee hereby transfers (and agrees to ensure each Permitted Sublicensee hereby transfers), and shall execute (and agrees to ensure each Permitted Sublicensee executes) upon request by Parent any additional documents or instruments necessary or desirable to transfer, all such rights or interests to Parent and its Affiliates. Licensee admits and agrees that, as between Parent and Licensee, Licensee has been extended only a mere permissive right to use the GE Marks as provided in this Agreement, which right is not coupled with any ownership interest.

(b) Parent retains the sole right to protect in its sole discretion the GE Marks, including deciding whether and how to file and prosecute applications to register the GE Marks, whether to abandon such applications or registrations, and whether to discontinue payment of any maintenance or renewal fees with respect to any such registrations. Parent will own all right, title and interest in, to and under any and all registrations and applications for registration of the GE Marks, whether filed before or after the Distribution Date.

(c) Notwithstanding Section 5.1(b), if and to the extent Licensee desires to seek registration for any new Trademarks that contain or are confusingly similar to the GE Marks or maintain any GE Marks that Parent in its sole discretion has decided to abandon or for which Parent has decided to discontinue payment of any maintenance or renewal fees, Licensee may seek Parent's approval to maintain such GE Marks or seek registration for such new Trademarks, which shall be provided in Parent's sole discretion. To the extent Parent approves Licensee's request to maintain such GE Marks or seek registration for such new Trademarks, the costs and expenses for such prosecution, registration or maintenance shall be borne solely by Licensee.

5.2 Review and Approval of Materials by Parent.

(a) The Parties shall cooperate to establish a mutually agreed-upon brand and advertising review process to enable Parent to work collaboratively with Licensee in the development and approval of materials under this Agreement and to ensure that all such materials comply with the Usage Guidelines and the terms of this Agreement. The process will include meetings at least once per Reporting Period and may be combined with Marketing Meetings, and such other meetings at such other times or on such other intervals as the Parties may mutually agree.

(b) Licensee may submit any materials to be used by Licensee or any Permitted Sublicensee bearing the GE Marks (*e.g.*, business cards, letterhead, public relations releases, trade show displays) to Parent for confirmation that such materials are complaint with the Usage Guidelines and the terms of this Agreement. Parent will endeavor to provide a written response to or submit follow-up questions regarding any materials submitted for review within ten (10) Business Days of its receipt thereof; provided, however, that any failure of Parent to respond or render a decision within such ten (10) Business Day period shall not be deemed to be an approval by Parent and Licensee shall continue to follow-up with Parent until such time as Parent has provided written approval of the applicable submission. If Parent has failed to respond or render a decision within such ten (10) Business Day period, Licensee shall give notice to Parent, and Parent agrees that, within ten (10) Business Days of Parent's receipt of such notice, Parent will deliver its response or it will make available one of its employees or representatives to discuss Parent's response. If Parent provides notice that such submission is unsatisfactory, contemporaneously with providing notice of disapproval, Parent shall state the reasons for its disapproval and provide guidance on how such submission might be approved, and the Parties will make available, as necessary, one or more senior employees or representatives to facilitate such resolution.

(c) Except as provided above or as otherwise approved by Parent, all materials shall be sent to Parent in the manner provided in Section 10.3. If Parent requests changes to previously approved materials (*e.g.*, due to changes in the Usage Guidelines), Licensee shall (and shall ensure Permitted Sublicensees) promptly make such changes, provided, that Licensee (and Permitted Sublicensees) shall be allowed to continue to distribute such materials then existing in inventory.

5.3 Use of GE Marks and Trademark Notations. Licensee shall (and shall ensure Permitted Sublicensees) use the GE Marks on each Licensed Product in the same manner as the approved pre-production or production samples or in such manner reasonably specified by Parent in writing. All Marketing, advertising, promotional, user manuals, and packaging materials created after the Distribution Date for Licensed Products shall bear the marking: "GE is a trademark of General Electric Company. Manufactured under trademark license," or such other reasonable marking as Parent shall direct from time to time or as otherwise approved by Parent. Licensee shall (and shall ensure Permitted Sublicensees) comply with all applicable Laws pertaining to the GE Marks, including those pertaining to the proper use and designation of GE Marks and pertaining to the Sale, advertising, marketing and promotion of Licensed Products. In addition, all Licensed Products shall be marked as required by local Law and the Usage Guidelines. Licensee shall (and shall ensure Permitted Sublicensees) begin adding any additional or revised markings directed by Parent under this Section 5.3 within a reasonable period of time following notice from Parent. Any use of the GE Marks not specifically provided for by the Usage Guidelines (including any uses not contemplated by the Usage Guidelines, any uses in contravention of the Usage Guidelines and any clarifications of the Usage Guidelines) shall be adopted by Licensee and Permitted Sublicensees only upon prior written approval by Parent.

5.4 Changes to GE Marks. If Parent requests changes (*e.g.*, due to changes in the Usage Guidelines) to previously-approved materials bearing the GE Marks (*e.g.*, signage, fleet vehicles, packaging, instruction manuals, business cards, letterhead, advertising, display, product insert, promotional materials, or the like), Licensee shall (and shall ensure Permitted Sublicensees) promptly implement the change as soon as reasonably practicable following the effective date of such change but no later the timeframe mutually agreed upon between the Parties, and Licensee shall be allowed to continue (and to permit Permitted Sublicensees to continue) to distribute such materials then existing in inventory during such period but not any new materials, unless otherwise approved in writing by Parent.

5.5 Compliance Matters With Respect To Marketing Materials.

(a) Licensee, on behalf of itself and each Permitted Sublicensee, represents, warrants and covenants that it and each Permitted Sublicensee has, and will have at all relevant times, all rights, title and interest (whether by ownership or through a valid license) necessary to use, display and distribute all advertising, displays, product inserts, packaging, promotional copy, and other materials associated with the Licensed Products. All new advertising, displays, product inserts, packaging, promotional copy, and other materials associated with the Licensed Products created by Licensee or any Permitted Sublicensee for any jurisdiction regardless of the media type will: (A) comply in all respects (1) with all Parent requirements that are described or referenced in, or arise out of, this Agreement, and (2) with applicable Laws, including those Laws regarding Intellectual Property and Trademarks, and unfair competition; (B) not infringe, misappropriate, dilute or otherwise violate the Intellectual Property or Trademarks of any third party; (C) not violate the rights of publicity or privacy of any third party; or (D) not contain false or misleading representations or claims.

(b) Licensee, on behalf of itself and each Permitted Sublicensees, represents, warrants and covenants that:

(i) Licensee and each Permitted Sublicensee has, and will have at all relevant times, all rights and approvals (whether by ownership or through a valid license) necessary to use any Trademarks that Licensee or such Permitted Sublicensee uses on or in connection with a Licensed Product or any advertising, displays, product inserts, packaging, promotional copy, or other materials associated with the Licensed Products;

(ii) prior to the adoption and use of any new Trademark on or in connection with a Licensed Product, Licensee shall (and shall ensure Permitted Sublicensees) conduct appropriate legal due diligence for clearance to use the Trademark in the applicable jurisdictions, including obtaining a full search and associated legal opinion in accordance with the customary practice in each jurisdiction and upon Parent's request, Licensee, on behalf of itself and Permitted Sublicensees, shall provide the search, legal opinion, other clearance materials or a summary thereof to Parent;

(iii) any new Trademark used on or in connection with a Licensed Product or otherwise used in the SpinCo Business shall be shared for Parent's review for compliance with the terms of this Agreement, with Parent at least once per Reporting Period; and

(iv) any new Trademark used on or in connection with a Licensed Product shall not be or contain, or be confusingly similar to, any Trademarks owned or used by Parent or its third-party licensees (other than the GE Marks in accordance with Section 5.1(c) of this Agreement).

5.6 Internet Sales. Licensee may (and may permit Permitted Sublicensees to) display, advertise, promote, market or sell the Licensed Products on or in connection with the Internet, provided, that Licensee and each Permitted Sublicensee strictly adheres to the terms of this Agreement in connection therewith, including the following:

(a) Except with respect to the GE Domain Names and as described in Section 5.6(c), the GE Marks shall neither be used in Licensee's or any Permitted Sublicensees' website's name nor as part (or whole) of the Domain Names relating to Licensee's or any Permitted Sublicensees' website or any other website controlled by Licensee or any Permitted Sublicensee, nor any social media/website username/handle registered by Licensee or any Permitted Sublicensee, unless otherwise approved by Parent in writing.

(b) Licensee shall (and shall ensure each Permitted Sublicensee does) not knowingly link web pages featuring the GE Marks or the Licensed Products to any other Parent-owned website(s) in a manner which suggests that Parent is the manufacturer or provider of the Licensed Products, unless Licensee has obtained prior written approval from Parent for use of such link.

(c) Licensee, on behalf of itself and Permitted Sublicensees, shall obtain prior written approval from Parent for any new Domain Names or social media/website usernames/handles using the GE Marks; provided, that Licensee may reserve or register any such Domain Name or social media/website username/handle prior to receiving approval from Parent as long as Licensee promptly relinquishes its control of the same if subsequent approval is not granted.

(d) The Parties shall work together in good faith to develop reasonable processes around coordination of their respective online customer care efforts (including the manner and timing of responses to customers, particularly where one Party receives inquiries or complaints from customers about products of the other Party). All customer support centers, service centers, and Internet sites shall be established and operated in strict compliance with the Data Privacy Guidelines, shall require Parent approval prior to operation, and Licensee shall pay all costs and expenses related to the creation and maintenance thereof.

(e) Licensee shall (and shall ensure Permitted Sublicensees) conduct all Internet activities consistent with the equity of the GE Marks and in accordance with all terms, and subject to all conditions, set forth in this Agreement, including the Usage Guidelines.

5.7 Obligations of Licensee. Licensee shall (and shall ensure that each Permitted Sublicensee does) not:

(a) Alter the GE Marks in any manner, including proportions, colors or elements, except as permitted in accordance with the Usage Guidelines; or animate, morph or otherwise distort its perspective or two-dimensional appearance;

(b) Use the GE Marks in any manner, conduct itself or otherwise commit any acts or engage in any conduct that (i) disparages Parent or any of its Affiliates, or any of their respective products or services, (ii) infringes any of Parent's or its Affiliates' Intellectual Property or Trademark rights, or (iii) violates any applicable Law;

(c) Sell the Licensed Products in connection with deeply discounted or liquidation programs, without the prior written approval of Parent;

(d) Use, or permit the use of, Trademarks upon Licensed Products or the packaging, labeling, promotional or advertising materials therefor, except as expressly authorized or approved by Parent in accordance with this Agreement except as expressly authorized or approved by Parent in accordance with this Agreement (as contemplated in Section 5.5(b));

(e) Include, or permit the inclusion of, any third party's name or Trademarks in combination with the name of Parent or the GE Marks in advertising, display, product inserts, packaging, promotional copy, or other associated materials or on the Licensed Products, in each case, in a manner that would suggest co-branding, co-marketing or a similar relationship, except as expressly authorized or approved by Parent in accordance with this Agreement;

(f) Except as permitted in accordance with Sections 2.2, 2.3 or 7.3(b), use the GE Marks or translations thereof, or marks confusingly similar thereto, as part of its trade name, corporate name, registered name, fictitious name, assumed name, doing business as name or legal entity name.

(g) Use the GE Marks, other than as permitted by the rights and licenses granted in Article 2, including with other products, or in any manner that implies or suggests an association with the Licensed Products or the sponsorship or endorsement of Licensee or any Permitted Sublicensee or their products by Parent;

(h) Except as permitted in accordance with Attachment 1, use the GE Marks or the letters "GE" (except as the combination of a consonant and a vowel in a word) as a feature or design element of any other logo, name or Trademark;

(i) Except with Parent's prior written consent, register, seek to register, use, or display the GE Marks in such a way as to create the impression that the GE Marks belong to Licensee or a Permitted Sublicensee;

(j) Use the GE Marks or any other Trademarks in a manner that suggests that the products or services associated with the GE Marks are not the highest tier of offerings, by quality and value, of products or services for Licensee or any of its Affiliates;

(k) Make unlicensed use, or apply for registration, of a Trademark confusingly similar to the GE Marks; or

(l) Knowingly infringe third-party Intellectual Property or Trademark rights by the sale of Licensed Products.

5.8 Brand Equity.

(a) Licensee shall conduct (and shall ensure each Permitted Sublicensee conducts) its business in a manner that will reflect positively upon the GE Marks.

(b) Licensee will (and will ensure Permitted Sublicensees) use their commercially reasonable efforts to: (a) position Licensed Products with consumers and customers in a manner consistent with their relative product positioning in the relevant marketplace as of immediately prior to the Distribution Date; and (b) materially maintain, or enhance, the relative product positioning in the relevant marketplace as that marketplace may evolve in the future. Licensee will use (and will ensure each Permitted Sublicensee uses) its commercially reasonable efforts to position the Licensed Products with its customers in a manner consistent with this Section 5.8.

(c) Licensee shall participate, at Parent's request, in an annual meeting with Parent to discuss the Parties' shared vision and goals for the GE Marks and brand.

5.9 Assistance in Protecting the GE Marks. Licensee shall (and shall ensure Permitted Sublicensees) assist Parent and promptly supply all information Parent may reasonably request in procuring or renewing registrations, registration of licenses required by Law (including local Law), entry of Licensee as a registered or authorized user of the GE Marks, and other actions for the maintenance, enforcement and protection of the GE Marks and protecting Parent's and its Affiliates' rights therein (including information concerning sales and other dispositions of products and services that are required in connection with the foregoing). Licensee hereby agrees to (and to ensure Permitted Sublicensees) fully cooperate with Parent in the requested filings and the prosecution of Trademarks that Parent may desire to file, and in the conduct of litigation relating to the GE Marks. Licensee shall, on behalf of itself and Permitted Sublicensees, supply to Parent such samples, containers, labels, sales information, sample invoices and similar material and, upon Parent's request and shall procure evidence, give testimony, and cooperate with Parent as may reasonably be required in connection with such application or litigation.

5.10 Foreign Registration of the GE Marks. At Licensee's request, Parent agrees to use commercially reasonable efforts, in its reasonable judgment, to obtain Trademark registrations for the GE Marks in countries or jurisdictions in which Parent determines a commercially viable market for Licensed Products exists or can be developed. To the extent any applications for such registrations face opposition or any other appeals are necessary to achieve registrations, the Parties shall confer on the viability of such applications. To the extent Licensee desires to proceed with such applications, but Parent does not, any costs associated or related to such registrations shall be borne by Licensee. Notwithstanding anything to the contrary in Article 2, neither Licensee nor any Permitted Sublicensee may use the GE Marks, and no particular Licensed Product may be manufactured, exported, imported, packaged, displayed, sold, marketed, advertised, promoted, distributed, delivered, performed or provided (i) in any jurisdiction where the GE Marks have not been registered in the relevant trademark class(es) for Licensed Products, until an appropriate trademark search has been conducted and an application to register the particular GE Mark in the relevant trademark class(es) for Licensed Products has been filed in such jurisdiction, or Parent determines in good faith on the advice of its trademark counsel that (a) it would be preferable not to seek to register such GE Mark in such jurisdiction but that there is no material impediment to the use of such GE Mark therein or (b) use of such GE Mark without registration is not likely to adversely affect Parent's and its Affiliates' rights in, to or under such GE Mark in such jurisdiction, and (ii) in a jurisdiction where entry of Licensee or a Permitted Sublicensee as registered or authorized users is required by Law, prior to the execution of an appropriate registered user agreement or similar agreement and the filing thereof with the appropriate Governmental Authority. In the event that Licensee or a Permitted Sublicensee desires to manufacture, export, import, package, display, sell, market, advertise, promote, distribute, deliver, perform or provide any Licensed Product under a GE Mark in any jurisdiction where such GE Mark has not been registered in the relevant trademark class(es), Licensee shall provide prior written notice thereof to Parent and Licensee shall pay all reasonable, preapproved, documented costs for the trademark

search and for any application to register such GE Mark in such jurisdiction. Not in limitation of the foregoing or Parent's and its Affiliates' rights hereunder (including in accordance with Articles 7, 8 and 9), in the event that Parent determines that Licensee or a Permitted Sublicensee is using the GE Marks in a jurisdiction where such GE Marks are not registered in the appropriate trademark class(es) for Licensed Products, Parent in its sole discretion shall have the option to require such registration at Licensee's expense. Parent will own all right, title and interest in, to and under any and all registrations and applications for registration of the GE Marks, whether filed before or after the Distribution Date.

5.11 Notice of Third-Party Infringements by Licensed Products. Licensee, on behalf of itself and Permitted Sublicensees, shall promptly notify Parent of all claims by third parties made against or to Licensee or any Permitted Sublicensee involving alleged infringement by the Licensed Products of such third parties' Intellectual Property or Trademark rights of which it becomes aware.

5.12 Third Party Infringements of GE Marks.

(a) Licensee, on behalf of itself and each Permitted Sublicensee, shall promptly notify Parent in writing of all (i) counterfeit goods, parallel imports or gray good issues relating to products or services in the same or similar categories as the Licensed Products using the GE Marks or marks or designs confusingly similar to the GE Marks or (ii) disputes or issues relating to or otherwise implicating the GE Marks with distributors, Vendors, Permitted Sublicensees or other Persons, in each case, as they relate to the Licensed Products, of which it becomes aware. With respect to any such claims or allegations, upon Parent's prior written approval, to be provided in Parent's sole discretion, Licensee shall have the right to make demands or claims, institute suit, give notices, or take action on account of such disputes, issues or infringements; provided, however, that Parent shall be permitted to participate and provide input with respect to such matters, and Licensee must obtain prior written approval from Parent, to be provided in Parent's sole discretion, prior to settling or otherwise resolving any such matters. Licensee shall be solely responsible for all reasonable expenses, legal fees, and costs incurred in connection with such matters and Licensee shall be entitled to all sums recovered from others as a result of such matters. If Licensee decides not to take action against an infringer or violator with respect to such matters, Parent may pursue such enforcement on its own at its sole cost and expense, in which case, Parent will be entitled to all sums recovered from others as a result of such matters. Licensee hereby agrees to (and to ensure Permitted Sublicensees) reasonably cooperate in such matters, including providing relevant records and documentation, making employees available, or providing other evidence or support as requested by Parent.

(b) Licensee, on behalf of itself and each Permitted Sublicensee, shall promptly notify Parent in writing of all (i) counterfeit goods, parallel imports or gray good issues relating to products or services using the GE Marks or marks or designs confusingly similar to the GE Marks as they relate to products or services that are not in the same or similar categories as the Licensed Products, (ii) third-party infringements of, or unlicensed use of, marks or designs confusingly similar to the GE Marks, (iii) ordinary course enforcement actions (*e.g.*, oppositions, cancellations, cease and desist letters, domain name issues) concerning the GE Marks or any Marks confusingly similar thereto, or (iv) other enforcement actions or infringement issues concerning the GE Marks of which it or any Permitted Sublicensee becomes aware. With respect to any such claims or

allegations, Parent shall have the right to make demands or claims, institute suit, give notices, effect settlements, or take action on account of such disputes, issues or infringements and to determine whether or not action shall be taken due to or against such disputes, issues or infringements or to otherwise terminate such disputes, issues or infringements; provided, however, that Licensee hereby agrees to (and to ensure Permitted Sublicensees) reasonably cooperate in such matters (including providing relevant records and documentation, making employees available, or providing other evidence or support as requested by Parent) and shall be permitted to participate and provide input with respect to such matters to the extent such matters impact the SpinCo Business. Parent shall be solely responsible for all reasonable expenses, legal fees, and costs incurred by Parent in connection with such matters and Parent will be entitled to all sums recovered from others as a result of such matters. If Parent decides not to take action against an infringer or violator with respect to such matters, Licensee may, upon Parent's prior written approval, to be provided in Parent's sole discretion, pursue such enforcement on its own at its sole cost and expense, in which case, Licensee will be entitled to all sums recovered from others as a result of such matters. Parent shall be permitted to participate and provide input in such matters, and Licensee must obtain prior written approval from Parent, to be provided in Parent's sole discretion, prior to settling or otherwise resolving any such matters.

5.13 Implementation. To the extent not previously implemented in the conduct of the SpinCo Business immediately prior to the Distribution Date, requirements with respect to use of the GE Marks contained in the Usage Guidelines or other provisions of this Agreement shall be fully implemented by Licensee and each Permitted Sublicensee as soon as reasonably practicable following the Distribution Date.

5.14 Modification Due to Third-Party Claims. The Parties understand that Parent, its Affiliates, and their respective authorized dealers use the GE Marks to advance and promote Parent equipment and other product and service sales, and that Parent has a paramount obligation to preserve its ability to so use such GE Marks. Should Parent's trademark counsel render a legal opinion that concludes that use of the GE Marks becomes threatened as a result of a claim by a third party or any applicable Law, then Licensee shall (and shall ensure each Permitted Sublicensee does) use commercially reasonable efforts (taking into consideration among other things any adverse impact or consequences that might arise from Licensee's and Permitted Sublicensees' continued use of the GE Marks) to cease use of the GE Marks upon notice from Parent to Licensee. Licensee shall (and shall ensure Permitted Sublicensees) comply fully and promptly with all guidelines provided to Licensee from time to time by Parent for the purpose of distinguishing Parent's Trademarks and preventing confusion between itself and another entity. In addition, in the event of any such opinion, Parent's and Licensee's respective trademark counsel shall negotiate in good faith an amendment to this Agreement that modifies this Agreement only to the extent reasonably necessary to address the legal issue arising out of such third-party claim or Law. In the event that, as a result of such amendment, Licensee or any Permitted Sublicensee has Licensed Products that it cannot sell, Licensee or the applicable Permitted Sublicensee shall be permitted to remove the GE Marks and all other Parent-identifying information (subject to applicable Law) and dispose of such inventory in a commercially reasonable manner.

5.15 Territorial Restrictions. Licensee hereby agrees not to exercise any rights granted to it under this Agreement (and agrees to ensure that Permitted Sublicensees do not exercise any sublicense granted to it as permitted under this Agreement) with respect to countries, territories or jurisdictions falling into any of the following categories at any given time: (a) under applicable Law, Licensee or its Affiliates are not permitted to conduct business in such country, territory or jurisdiction, (b) under applicable Law, Parent is not permitted to conduct business in such country, territory or jurisdiction, and (c) to the extent that Parent makes a policy determination that it and its Affiliates shall cease doing business in a country, territory or jurisdiction; provided, that in the case of this clause (c), (x) Parent makes a policy determination with respect to the activities of its business units and Affiliates as a whole and not in a manner intended to discriminate against or disproportionately burden Licensee and Permitted Sublicensees, and (y) Parent shall provide Licensee with reasonable notice to enable Licensee and each Permitted Sublicensee to transition its cessation of the manufacture, import, marketing, sale or provision of Licensed Products in such countries, territories or jurisdictions, but at a minimum the same amount of time as Parent has provided to its own business units and Affiliates for such a transition in those countries, territories or jurisdictions. Notwithstanding the foregoing, Licensee, on behalf of itself or any Permitted Sublicensee, may request that Parent grant approval for certain exception(s) to the countries, territories or jurisdictions excluded above, solely for the purpose of providing humanitarian aid and related services and products to such countries, such approval not to be unreasonably withheld or denied by Parent.

5.16 Cyber Security Concerns and Product Security Vulnerabilities. Licensee shall (and shall ensure Permitted Sublicensees) implement and maintain a vulnerability management program (in each case, consistent with best industry practices in effect as of the applicable time) for any publicly accessible website or web portal bearing any GE Mark or any Licensed Product. Any vulnerabilities identified by Licensee or any Permitted Sublicensee through its applicable program, by a third party, or by Parent shall be remediated in accordance with best industry practices at the time such vulnerability is identified. Any material vulnerabilities or related concerns identified by Licensee or any Permitted Sublicensee through its applicable program, or by a third party, shall be reported to Parent in accordance with Section 3.2. Licensee (or a Permitted Sublicensee) shall bear any and all costs for all such remediation. Parent reserves the right to conduct an audit, upon thirty (30) days' advance notice to Licensee to ensure compliance with this Section 5.16.

6. FEES, ROYALTIES, REPORTS, RECORDS

6.1 Annual Assessment. During the Term and any Grace Period, Licensee shall pay to Parent an annual assessment of [***] (the "Annual Fee"). Such payments will be made in quarterly installments of [***] no later than the twenty-fifth (25th) day following the end of each Reporting Period and the end of the Grace Period (in each case, pro-rated, as applicable, to the extent the final Reporting Period or the Grace Period ends prior to the end of the applicable calendar quarter).

6.2 Royalties on New Licensed Products. During the Term and any Grace Period, Licensee shall pay to Parent Earned Royalties equal to the applicable rate(s) negotiated between the Parties in good faith, in accordance with Section 2.1(b), of Net Sales of all New Licensed Products Sold during a Reporting Period. Such payments will be made no later than the twenty-fifth (25th) day following the end of each Reporting Period and the end of the Grace Period. For the avoidance of doubt, such Earned Royalties shall be payable to Parent in addition to, and not in replace of, the Annual Fee.

6.3 Taxes.

(a) Licensee shall bear any and all Taxes or other charges of any kind imposed by any Governmental Authority (and any related interest and penalties) on or in respect of, or payable by Licensee with respect to, any amount payable by Licensee in accordance with this Agreement.

(b) If any withholding or deduction from any payment under this Agreement by Licensee is required in respect of any Taxes or other charges of any kind imposed by any Governmental Authority in accordance with any applicable Law, Licensee will: (i) gross up the amount payable such that the Parent receives an amount equal to the amount that Parent would be entitled to receive under this Agreement absent any withholding or deduction in respect of such payment, (ii) deduct such Tax or charge from the amount payable to Parent; (iii) timely pay such Tax or charge to the relevant Governmental Authority; and (iv) promptly provide Parent with original receipts or other documentation satisfactory to Parent in respect thereof evidencing such payments to the relevant Governmental Authority. The Parties agree to reasonably work together to minimize Taxes and to provide each other with all reasonably necessary original receipts.

6.4 Currency and Exchange Rates. All amounts due under this Agreement shall be denominated, reported, and paid in United States dollars. Where a country or jurisdiction restricts repatriation of United States dollars, fees and royalties will continue to accrue until paid. The royalty on Net Sales in currencies other than United States dollars shall be calculated using the appropriate foreign exchange rate for such currency published in the Wall Street Journal (or such other reasonable source as may be mutually agreed by the Parties if the Wall Street Journal no longer exists, no longer publishes such rate, or is no longer a leading source for such information) on the first (1st) banking day following each corresponding Reporting Period.

6.5 Quarterly Financial Reports. By the twenty-fifth (25th) day following the end of each Reporting Period during the Term and the end of any Grace Period, Licensee shall send to Parent a single, electronic, full and accurate report ("Financial Report"), certified by the Chief Financial Officer of Licensee or his or her designee, detailing, among other items, Net Sales of each of the New Licensed Products Sold by or on behalf of Licensee and all Affiliates of Licensee during the Reporting Period, including the breakdown of sales by country. The Financial Report shall constitute a completed royalty report form, including a breakdown of sales by country, New Licensed Product and Licensee/Affiliate, provided or approved by Parent from time to time. Such Financial Report shall be rendered at the times specified, whether or not Licensee or any Affiliate has Sold any New Licensed Product during the Reporting Period or whether any Earned Royalty is due under the terms of Section 6.2. At the time of sending each Financial Report hereunder, Licensee shall calculate the Earned Royalty for the Reporting Period, if any, and remit to Parent in full such Earned Royalty.

6.6 Payment Method. All payments shall be made by wire transfer to Parent as specified below or in the manner otherwise specified by Parent in writing.

Wire Transfer Information

Account Title: [•]
Bank Name: [•]
Account Number: [•]
Treasury Code: [•]
Swift Code: [•]
ABA#: [•]

6.7 Late Payment Charge. Except with respect to any portion of Earned Royalties that is reasonably in dispute, a late payment charge of one percent (1%) per month (*i.e.*, twelve percent (12%) per annum) over the prime rate (as published in the Wall Street Journal on the fifteenth (15th) day of the month when such funds were due) shall be payable to Parent on the amount of all payments (including the Annual Fee, all Earned Royalties and any payments due as a result of a dispute or indemnity obligation) not made when due, from the payment due date until the date payment is received by Parent; provided, that in no circumstances shall the late payment fee required hereunder exceed the highest charge allowed by applicable Law. All payments shall be made by wire transfer to Parent as specified above or in the manner otherwise specified by Parent in writing.

6.8 Report and Record Retention. During the Term and for at least five (5) years following the later of the Expiration Date and the end of any Grace Period, Licensee shall maintain the Financial Reports, the reports required in Section 3.3, and related books (collectively, "Books and Records") at a single point for review (where commercially practical) as are necessary to substantiate that:

(a) all reports submitted to Parent hereunder are true, complete, and accurate; and

(b) all Earned Royalties, the Annual Fee and other payments due Parent hereunder shall have been paid to Parent in accordance with the provisions of this Agreement; and

(c) no material payments have been made, directly or indirectly, by or on behalf of Licensee to or for the benefit of any Parent employee or agent who may reasonably be expected to influence Parent's decision to enter into this Agreement or the amount to be paid by Licensee under this Agreement. As used in this sub-Section, "payment" shall include money, property, services, and all other forms of consideration.

6.9 Accounting Principles. United States Generally Accepted Accounting Principles ("GAAP") or International Financial Reporting Standards ("IFRS") shall be applied consistently to all transactions under this Agreement as applicable, for calculation of Gross Revenue and Earned Royalties and all Books and Records shall be maintained in accordance with GAAP or IFRS, consistently applied as applicable, and with all applicable Laws.

6.10 Inspection Rights. Not in limitation of any other rights hereunder, during the Term and for at least five (5) years following the later of the Expiration Date and the end of any Grace Period, Parent, and its duly authorized representatives (including certified public accountants or Tax advisors) who are bound by an appropriate confidentiality agreement with Licensee, shall have the right, upon five (5) Business Days' prior notice, to inspect and audit, and copy any of Licensee's and its Affiliates' Books and Records and any other records related to the New Licensed Products, including records relating to production, inventory, sales, invoices, general ledger and sub-ledgers, accounts receivable, accounts payable, production, shipping, inventory, purchase of production materials, management reports, warranties, and returns, at all times during regular business hours for the purpose of determining the correctness of the Financial Reports and Earned Royalty payments due under and compliance with the other terms and conditions of this Agreement.

6.11 Deficiencies Revealed by Audit. If the inspection or audit reveals a deficiency of Earned Royalties due or paid by Licensee to Parent, Licensee shall, within thirty (30) Business Days of receipt of notice to cure the deficiency, make payment to Parent of said deficiency, including the fee and interest terms as provided in Article 6 as permitted by applicable Law. In addition, if the audit reveals a deficiency of more than five percent (5%) of the Earned Royalties due in any audited period, Licensee shall reimburse Parent for the reasonable audit costs and reasonable attorneys' fees and expenses and costs of collection.

7. TERM, RENEWAL AND TERMINATION

7.1 Term. Unless terminated or extended as herein provided, this Agreement shall commence immediately upon the Distribution Date and shall expire as of 11:59 P.M. Eastern Time ten (10) years thereafter ("Initial Term"). This Agreement shall automatically renew for additional ten (10) year periods (each, a "Renewal Term"), provided, that: (a) none of Licensee or any Permitted Sublicensee is in material breach of this Agreement at the expiration of the Initial Term or the then-current Renewal Term, as applicable, and (b) Licensee (on behalf of itself and each Permitted Sublicensee) provides reasonable written assurance of its ability to continue to perform its obligations under this Agreement and to maintain the operation of the SpinCo Business (in each case for such Renewal Term). The "Term" of this Agreement shall be the Initial Term and any Renewal Term. All terms of this Agreement shall remain in full force and effect throughout any Renewal Term and any Grace Period.

7.2 Termination of the Agreement.

(a) Parent shall have the right, without prejudice to any other rights it may have, to terminate this Agreement in whole or, in Parent's sole discretion, in part in the event of any of the following events:

(i) a Change of Control of Licensee, SpinCo or any other member of the SpinCo Group that is not a Subsidiary of Licensee without notice to and prior written consent of Parent, with respect to Licensee or such Permitted Sublicensee; any Change of Control Notice; any assignment by Licensee in violation of Section 10.1; or any attempt of any Permitted Sublicensee to transfer or otherwise assign any sublicense granted under this Agreement;

(ii) a Bankruptcy Event with respect to Licensee or any of its Permitted Sublicensees;

(iii) any material breach or violation by Licensee or a Permitted Sublicensee of the terms or conditions of the Agreement, which Licensee (or such Permitted Sublicensee, as the case may be) fails to cure within ten (10) Business Days after notice to Licensee by Parent (or such longer period as Parent may approve in writing, in Parent's sole discretion, in accordance with a written corrective action plan delivered by Licensee to Parent during such initial ten (10) Business Days after such notice to Licensee); provided, that in the event Licensee or a Permitted Sublicensee breaches or violates any such provisions of the Agreement on three (3) or more occasions in any consecutive twelve (12) month period, such breaches or violations taken together shall constitute a material breach or violation;

(iv) any failure by Licensee or any Permitted Sublicensee to use any of the GE Marks in commerce for three (3) consecutive years in any jurisdiction of the Licensed Territory, with respect to such jurisdiction of the Licensed Territory (where "use" of such GE Mark means the bona fide use of such Trademark made in the ordinary course of trade, and not token use, nominal use, or use made merely to reserve a right in a Trademark);

(v) a public announcement by Licensee or a Permitted Sublicensee of its desire to exit any jurisdiction of the Licensed Territory, in which instance, such termination shall be limited to Licensee or the applicable Permitted Sublicensee for such jurisdiction of the Licensed Territory;

(vi) Parent demonstrates an actual material adverse impact (or the reasonable likelihood of a material adverse impact to occur) to the goodwill associated with the GE Marks or the reputation of the Parent Group, in each case, as a result of the rights granted to Licensee hereunder or the exercise of any such rights by Licensee or any Permitted Sublicensee; or

(vii) Licensee or any Permitted Sublicensee adopts a trade name that is not "GE HealthCare" (whether or not such new trade name contains a GE Mark) that was not approved by Parent prior to such adoption.

(b) In the event that Parent provides notice of any material breach or violation described in Section 7.2(a)(iii) on three (3) or more occasions in any consecutive twelve (12) month period (whether or not such material breaches or violations have been cured, and whether or not such material breaches or violations arise from the same or different events or circumstances), Parent shall have the right, without prejudice to other rights it may have, to terminate this Agreement, in whole or in part, immediately upon written notice to Licensee.

(c) Licensee shall notify Parent in writing within five (5) Business Days following the first announcement of a transaction in respect of a potential Change of Control of Licensee or any Permitted Sublicensee (the "Initial Notice"). Licensee shall further notify Parent in writing not later than two (2) Business Days prior to the anticipated effective date of a Change of Control (such notice collectively with the Initial Notice, the "Change of Control Notice").

(d) Licensee shall have the right to terminate this Agreement, in whole but not in part, at any time upon three (3) months' prior notice to Parent.

7.3 Obligations on Expiration and Termination; Survival.

(a) Upon expiration or full or partial termination of this Agreement:

(i) all money owed and required to be paid under this Agreement or the terminated portion thereof (as applicable) during the Term through and including the effective date of such expiration or termination shall become immediately due and payable (and, for the avoidance of doubt, any partial termination shall not reduce the Annual Fee);

(ii) except as provided in Section 7.3(c), Licensee and each Permitted Sublicensee (or, in the event of a partial termination, the applicable Permitted Sublicensees) shall immediately discontinue the manufacture, sale, distribution or delivery of all Licensed Products and the use of the GE Marks hereunder in the Licensed Territory;

(iii) the licenses herein granted shall terminate in their entirety (or, in the event of a partial termination, the applicable Permitted Sublicensees) and, except as specifically provided for in Section 7.3(b) or 7.3(c), Licensee shall, and shall cause each applicable Permitted Sublicensee and their respective receivers, representatives, trustees, agents, administrators, successors, or permitted assigns to, immediately cease all use of the GE Marks;

(iv) with respect to the expiration or full termination of the Agreement, all right, title and interest in, to and under all GE Domain Names, and any other Domain Names using the GE Marks owned by Licensee or a Permitted Sublicensee, shall immediately revert to Parent (or, at Parent's request, be cancelled by Licensee or the applicable Permitted Sublicensee), and Licensee shall, and shall cause each Permitted Sublicensee, as applicable, to, immediately cease from any further use of such Domain Names, Licensee hereby assigns (and will ensure each Permitted Sublicensee hereby assigns) to Parent, effective as of the effective date of such expiration or termination, all such right, title and interest in, to and under such Domain Names, and Licensee hereby agrees to, and agrees to ensure Permitted Sublicensees, perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required to carry out such assignment promptly upon termination;

(v) with respect to partial termination of the Agreement in jurisdiction(s) of the Licensed Territory or Licensed Product(s) in accordance with Section 7.2(a)(iv) or 7.2(a)(v), as applicable, all right, title and interest in, to and under the GE Domain Names that relate to such terminated jurisdiction(s) or Licensed Product(s), as applicable, and any other Domain Names using the GE Marks owned by Licensee or any Permitted Sublicensee that relate to such terminated jurisdiction(s) or Licensed Product(s), as applicable, shall immediately revert to Parent (or, at Parent's request, be cancelled by Licensee or the applicable Permitted Sublicensee), and Licensee shall, and shall cause each Permitted Sublicensee, as applicable, to, immediately cease from any further use of such Domain Names, Licensee hereby assigns (and will ensure each Permitted Sublicensee hereby assigns) to Parent, effective as of the effective date of such termination, all such right, title and interest in, to and under such Domain Names, and Licensee hereby agrees to, and agrees to ensure Permitted Sublicensees, perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required to carry out such assignment promptly upon termination; and

(vi) Parent shall have the option to repurchase Licensee's and the Permitted Sublicensees' (or, in the event of a partial termination, the applicable Permitted Sublicensees) remaining inventory of Licensed Products or components for incorporation into Licensed Products, at Licensee's or the applicable Permitted Sublicensees' (or, in the event of a partial termination, the applicable Permitted Sublicensees) cost as evidenced by invoices or other documentation (with it being understood that no royalty would be owed on such inventory of New Licensed Products repurchased by Parent).

(b) Notwithstanding the foregoing, promptly after expiration or termination of this Agreement (or if there is a Grace Period, promptly after expiration or termination of the Grace Period), but in any event no later than ten (10) Business Days after such expiration or termination, Licensee shall (and shall ensure all of its Affiliates) make all filings with any and all offices, agencies and bodies and take all other actions necessary to adopt New Legal Names. Upon receipt of confirmation from the appropriate registry that such name changes have been effected, Licensee, on behalf of itself and its Affiliates, shall provide Parent with written proof that such name changes have been effected. Licensee shall (and shall ensure all of its Affiliates) use commercially reasonable efforts to adopt New Legal Names as soon as practicable following the expiration or full or partial termination of this Agreement. In the event that any such Person is unable to obtain regulatory approval necessary to adopt a New Legal Name in a jurisdiction, or is otherwise unable for regulatory reasons to adopt a New Legal Name in a jurisdiction, Licensee or such Affiliate, as applicable, shall be allowed to continue its use of the applicable corporate name for a transition period mutually agreed-upon by the Parties not to exceed one (1) year, provided, however, that such Person has demonstrated commercially reasonable efforts to adopt a New Legal Name.

(c) Upon expiration of this Agreement, Licensee's termination for convenience of this Agreement in accordance with Section 7.2(d) or Parent's termination of this Agreement in accordance with Sections 7.2(a)(iii)-(vii) or 7.2(b), Licensee may make a written request to Parent to allow Licensee and Permitted Sublicensees to continue sales of Licensed Products in inventory bearing the GE Marks during a Grace Period in accordance with Section 7.4. Upon any such request by Licensee, the Parties shall meet and confer and any such Grace Period shall be subject to Parent's prior written approval, which shall not be unreasonably withheld or denied; provided, that any Grace Period following Parent's termination of this Agreement in accordance with Sections 7.2(a)(iii)-(vii) or 7.2(b), shall not exceed one (1) year. If a Grace Period is approved, all of Parent's, Licensee's, any Permitted Sublicensees' and Vendors' rights and obligations shall survive until the end of the Grace Period in accordance with Section 7.4.

(d) Upon expiration or termination of this Agreement (or if there is a Grace Period, upon expiration or termination of the Grace Period), all rights and obligations under this Agreement shall terminate, except that each Party's obligations under the following Sections shall survive as set forth therein (along with such other provisions which by their own specific terms are expressly effective thereafter):

Article 1	(Definitions)
Section 2.5	(Reservation of Rights)
Section 3.3	(Record-Keeping)
Section 3.5	(Inspections and Audits)
Section 3.9	(Parent Review/Approvals; Regulatory Compliance)

Section 5.1 (Ownership)

Section 5.7 (Obligations of Licensee)

Section 5.8 (Brand Equity)

Article 6 (Fees, Royalties, Reports, Records)

Article 7 (Term, Renewal and Termination)

Article 8 (Insurance)

Article 9 (Representations, Warranties, and Covenants; Indemnification; Disclaimers)

Article 10 (Miscellaneous)

7.4 Grace Period. If a Grace Period is approved in accordance with Section 7.3(c), Licensee may (and may permit Permitted Sublicensees to) sell or deliver Licensed Products which are already manufactured and ready for sale prior to the date of termination for a Grace Period, provided:

(a) Licensee shall (and shall ensure each Permitted Sublicensee) promptly stops all work in progress and not begin to manufacture or have manufactured any additional Licensed Products after receiving or sending notice of termination;

(b) Licensee (on behalf of itself and each Permitted Sublicensee) promptly gives Parent a listing of remaining inventory of Licensed Products;

(c) all payments then due are first made to Parent;

(d) such sales are in accordance with the terms of this Agreement;

(e) to the extent legally permissible, Licensed Products shall not be included in bankruptcy auctions; and

(f) reports and payments with respect to that Grace Period are made in accordance with this Agreement.

All final reports and payments shall be made within thirty (30) days after the end of the Grace Period. Upon expiration of said Grace Period, and notwithstanding contractual obligations of Licensee or Permitted Sublicensees to third parties, all remaining inventory of Licensed Products, including all components thereof that bear the GE Marks shall be, at Licensee's election, either rebranded/rebadged to remove the GE Marks, sold to Parent at Licensee's or the applicable Permitted Sublicensee's cost (if Parent desires to purchase such inventory) or destroyed (except as otherwise required by applicable Law) with evidence of such destruction to be given to Parent. All Licensee and Permitted Sublicensee tooling that is only used to manufacture Licensed Products shall be modified to the extent necessary so that future products manufactured by such modified tooling shall not be confusingly similar to the Licensed Products.

7.5 Adequate Assurances. If concerns arise with respect to Licensee's, any Permitted Sublicensees' or any Vendor's performance of this Agreement, Parent may, but need not, in writing, request adequate assurance of due performance. If Parent does not receive such assurance within thirty (30) days after the date of its written request, the failure by Licensee to furnish such assurance will constitute a material breach of this Agreement.

8. INSURANCE

Licensee will acquire and maintain (and ensure each Permitted Sublicensee acquires and maintains) at its sole cost and expense throughout the Term, the following insurance underwritten by insurance companies with a Best's rating of at least A-/VII, or equivalent, and licensed to do business in the License Territory ("Required Insurance"): (i) Comprehensive General Liability Insurance, including broad form coverage for product/completed operation liability, personal injury (including bodily injury and death), advertiser's liability, and contractual liability, and (ii) cyber liability including coverage for data privacy breach and IT security failure (including unauthorized access/ introduction of virus), naming Parent as an additional insured party.

Each coverage shall be primary (irrespective of the existence or coverage of any other policy maintained by any insured), contain a waiver of subrogation against additional insureds, provide for cross liability, and have limits of $10,000,000 per occurrence and in the aggregate. If coverage is not on an occurrence form, the retro date must precede the effective date of this Agreement and continuity of cover must be maintained for two (2) years following termination of expiration of this Agreement.

Upon request and at any time, Licensee shall promptly furnish evidence of the Required Insurance to Parent. Within ten (10) days after the Distribution Date, a certificate or certificates issued by Licensee's and each Permitted Sublicensee's insurance company evidencing the Required Insurance shall be submitted to Parent. Licensee shall provide Parent a minimum of thirty (30) days prior notice, in writing, of any cancellation, non-renewal or material modification in coverage if Licensee's or any Permitted Sublicensee's insurance ceases to comply with the requirements of the Required Insurance.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION; DISCLAIMERS

9.1 Compliance with Laws. Licensee (on behalf of itself and each Permitted Sublicensee) represents, warrants and covenants during the Term and any Grace Period that the Licensed Products, and the manufacturing, packaging, marketing, sales, display, distribution and delivery thereof shall meet or exceed the requirements of all applicable Laws, and any additional requirements imposed by Parent that are described or referenced in, or arise out of, this Agreement, pertaining to such products or activities including those relating to product safety, quality, labeling, environmental waste, Intellectual Property and Trademarks. Licensee shall not (and shall ensure that each Permitted Sublicensee does not) manufacture, package, market, display, sell, distribute or deliver any Licensed Products or cause any Licensed Products to be manufactured, packaged, marketed, displayed, sold, distributed or delivered in material violation of any such applicable Laws, including disposal, environmental and hazardous waste Laws, and any additional requirements imposed by Parent that are described or referenced in, or arise out of, this Agreement. With respect to the collection, transportation, registration, disposal, recycling or other handling of all Licensed Products and their component parts, Licensee shall, and shall cause all Permitted Sublicensees, and their respective agents, assigns and Vendors to, comply in all material respects with Laws in all relevant territories applicable to such activities in respect of Licensed Products and their component parts.

9.2 No Child Labor. Licensee represents, warrants and covenants during the Term and any Grace Period that it shall not (and shall ensure that Permitted Sublicensees do not) encourage or knowingly use child, indentured, prison or any other form of involuntary labor, and to the best of its knowledge, that it shall not engage any Vendor that engages in such activities. The term "child" or "children" refers to a person younger than sixteen (16) regardless of the applicable local legal minimum age for employment (or such higher age as may be reflected in Parent's own then-current corporate policies). Parent prohibits anyone eighteen (18) or younger from performing hazardous work as defined by the International Labour Organization (ILO). Licensee, Permitted Sublicensees, Vendors, and prospective Vendors shall be required to respond promptly and fully to all Parent inquiries as to use of such labor. The identification of the use of child, involuntary, indentured or prison labor will result in Licensee or the applicable Permitted Sublicensee immediately working with the Vendor to achieve compliance or termination of dealings between Licensee or such applicable Permitted Sublicensee and said Vendor if compliance is not promptly achieved. Parent reserves the right, in its sole discretion, to conduct unannounced audits if there is reasonable evidence as to human rights-related violations of Parent policy. In the event that a Vendor is determined to be non-compliant, Licensee or the applicable Permitted Sublicensee shall immediately work either directly or with any other Vendor such non-compliant Vendor is working with to achieve compliance by such Vendor. If compliance is not promptly achieved, Licensee and Permitted Sublicensees shall terminate direct dealings or demand termination of all other Vendor dealings with such non-compliant Vendor.

9.3 Respectful Workplace and Human Rights. Licensee shall have the sole responsibility to ensure that persons involved in Licensee's or any Permitted Sublicensees' business activities relating to the manufacture, production, marketing, sale, display, distribution and delivery of Licensed Products are not working in violation of applicable Law, and are provided a fair employment opportunity, protection of their basic human rights, and a clean working environment as free as practicable from health and safety hazards. Licensee represents, warrants and covenants during the Term and any Grace Period that it will (and will ensure that each Permitted Sublicensee does) conduct its business activities in accordance with these policies and put similar language in its agreements with its Vendors, distributors, and agents on a commercially reasonable basis going forward. It is understood that Parent assumes no liability for acts that may be inconsistent with the above-stated policies of this Section. Parent reserves the right, in its sole discretion, to make inquiries and to make inspections upon ten (10) Business Days' notice or conduct unannounced audits if there is reasonable evidence as to human rights-related violations of Parent policy. Parent is not an employer of Licensee, any Permitted Sublicensee or any of their respective Vendors, distributors, or agents. Licensee, on behalf of itself and Permitted Sublicensees, shall promptly report to Parent any circumstances, claims, or allegations that are inconsistent with the above-stated policies of this Section.

9.4 Environmental Waste. Licensee shall, and shall cause Permitted Sublicensees, Affiliates, agents, assigns, vendors and customers (collectively, the "Responsible Parties"), to comply with all Laws in all territories that now or in the future apply to the collection, transportation, registration, disposal, recycling or other handling of all Licensed Products and their component parts (as defined below) whether disposed of by the Responsible Parties, a consumer or otherwise, and to pay all fees, expenses, levies, Taxes or other amounts assessed, invoiced or otherwise charged ("Waste Fees") in connection therewith. For the absence of any doubt, the Responsible Parties shall pay such Waste Fees even if the applicable Laws require that the Waste Fees be the

responsibility of, or assessed, invoiced or otherwise charged to Parent. Without limiting the foregoing, Licensee shall itself do the following, and shall cause each of the Responsible Parties to do the following throughout the Term, any Grace Period, and after expiration or termination of this Agreement: (i) pay Waste Fees for all Licensed Products that are currently or subsequently regulated by electronic waste recycling laws ("EWR Products"); (ii) notify retailers concerning EWR Products that must be recycled, if required by applicable Law; (iii) cause the collection of Waste Fees at the point of sale for EWR Products, if required by applicable Law; (iv) prepare and submit all reports required by regulatory authorities on the manufacture, sale, lease or licensing volume of such EWR Products; (v) properly inform consumers of disposal and recycling requirements and opportunities; (vi) pay and bear the expense of paying Waste Fees to the applicable authorities; (vii) notify the applicable authorities that the Responsible Parties, and not Parent, are responsible for paying all Waste Fees and for complying with the electronic waste disposal and recycling requirements in effect at that time, even if the law or regulation states that the brand owner is responsible; (viii) comply with the electronic waste disposal and recycling requirements including submitting any required disposal plans to the applicable authority and setting up collection and transportation services for the applicable EWR Products; and (ix) comply with any and all other requirements of the applicable federal, state, or local laws and regulations currently in effect or hereinafter enacted. Licensee shall be liable for any and all claims associated with failure to comply with such Laws and hereby agrees to indemnify, defend, and hold harmless Parent Group and its directors, officers, employees and independent contractors from claims that arise from such Laws.

9.5 Ethics Compliance. In carrying out this Agreement, Licensee shall (and shall ensure Permitted Sublicensees and their respective Vendors and Representatives) comply with: (a) all applicable Laws of any country, jurisdiction, state, province or locality in which it operates regarding anti-money laundering, illegal payments, gifts and gratuities, customs and Taxes; (b) the Foreign Corrupt Practices Act of the United States; and (c) the requirements and principles of Parent's Policies as set forth in the document GE Code of Conduct titled: "The Spirit & The Letter," accessible at https://www.ge.com/sites/default/files/S&L_Booklet_English_0.pdf (as may be amended from time to time by Parent in its sole discretion) relating to business practices generally (including anti-bribery) and standards of conduct for transactions with Governmental Authorities, receipt of copies of such are hereby acknowledged. Such compliance includes (but is not limited to) the obligation not to pay, offer or promise to pay, or authorize the payment directly or indirectly of any money or anything of value to any Person (whether a Governmental Authority official, private individual, or corporation) for the purpose of illegally or improperly inducing or rewarding any favorable action by a Governmental Authority official or a political party or official thereof or private individual or corporation to make a buying decision or illegally or improperly to assist Licensee, any Permitted Sublicensee or their respective Vendors in obtaining or retaining business, or to take any other action favorable to Licensee, any Permitted Sublicensee or their respective Vendors.

9.6 Parent Trademark Warranty. To the Knowledge of Parent, Licensee's use of the GE Marks in connection with Licensed Products as of the Distribution Date in accordance with this Agreement will not infringe the Trademark rights of third parties. Parent agrees to deliver to Licensee instruments or documents Licensee may reasonably request to confirm or establish Licensee's rights under this Agreement.

9.7 No Other Representations or Warranties. Except as specifically provided herein, Parent makes no representations or warranties, either express or implied, and assumes no responsibilities whatsoever with respect to the use, sale, disposition or delivery of Licensed Products.

9.8 Licensee's Indemnity.

(a) Licensee shall fully indemnify, defend, and hold harmless Parent Group and its directors, officers, agents, representatives and employees ("Parent Indemnified Parties"), from and against any and all claims, losses, damages, expenses, liabilities, judgments, penalties, and costs (including reasonable attorneys' fees and costs) (collectively, "Damages") asserted against or incurred by the Parent Indemnified Parties with respect to any and all third-party claims, actions or suits against them arising out of or in any way related to (i) this Agreement (including (x) any breach of any representation, warranty or covenant hereunder by Licensee, any Permitted Sublicensee or any of their respective Vendors or Representatives or (y) any act or omission by Licensee, any Permitted Sublicensee or any of their respective Vendors or Representatives in any way related to this Agreement), (ii) the manufacture, packaging, shipment, distribution, use, sale, offering for sale, promotion, advertising, marketing, labeling, consumption, or disposal or delivery of Licensed Products, whether or not such Licensed Products conform to the Applicable Standards, and regardless of whether or not Parent has specifically approved the manufacture, packaging, shipment, distribution, use, sale, offering for sale, promotion, marketing, disposition or delivery of Licensed Products, or (iii) except to the extent Parent indemnifies Licensee in accordance with Section 9.9, infringement, misappropriation, dilution or other violations of Intellectual Property or Trademarks, violations of the rights of publicity or privacy of any third party, or claims of false or misleading advertising or other representations arising out of or in any way related to this Agreement or any Licensed Product(s) ("Licensee's Indemnity"). Licensee's Indemnity shall include, by way of example, (A) a defect in the design or manufacture, failure to warn or failure to comply with applicable Laws arising out of or in any way related to this Agreement or any Licensed Product(s); (B) any disposal or environmental fees pertaining to the Licensed Products that are assessed against the Parent Indemnified Parties; (C) any violation of any applicable child labor, environmental, disposal, or hazardous materials Laws arising out of or in any way related to this Agreement or any Licensed Product(s); and (D) any violation of any applicable data privacy Laws, including the Laws and standards described in the Data Privacy Guidelines, arising out of or in any way related to this Agreement or any Licensed Product(s).

(b) Parent shall give Licensee reasonable notice within forty-five (45) days of all claims, actions and suits subject to Licensee's Indemnity to the extent it becomes aware of the same, and grant Licensee the right to select counsel and settle or control such claim or suit at Licensee's expense, provided Parent must (x) be consulted in the selection of any counsel by Licensee (and Licensee agrees to give good faith consideration to any comments or concerns raised by Parent) and (y) approve (i) the strategy of Licensee and its counsel, to the extent such strategy impacts, or has the reasonable potential to impact, the value or reputation of the Parent's brand or the GE Marks, and (iii) any settlement that results in any non-monetary terms that bind Parent, Licensee or any Permitted Sublicensee, in each case (y)(i) and (y)(ii), such approvals not to be unreasonably withheld or denied. Failure to give Licensee reasonable notice of all claims or suits within forty-five (45) days shall not, in any way, nullify Licensee's Indemnity obligations. Notwithstanding the foregoing, Parent shall have the right to retain its own counsel (the expenses for which are covered by Licensee under this indemnification) to represent its own interests in all cases involving indemnification.

9.9 Parent's Indemnity.

(a) Parent shall indemnify and hold harmless Licensee, Permitted Sublicensees and their respective directors, officers, agents, representatives and employees ("Licensee Indemnified Parties") from and against any and all Damages asserted against or incurred by the Licensee Indemnified Parties, arising out of any claim or suit involving an allegation of trademark infringement involving use of the GE Marks in accordance with this Agreement.

(b) Licensee shall give Parent reasonable notice within thirty (30) days of all claims, actions and suits subject to the indemnity in Section 9.9(a) to the extent it becomes aware of the same, and grant Parent the right to select counsel and settle or control such claim or suit at Parent's expense; provided, that, in the event such suit or claim has, or has the reasonable potential to, materially impact the SpinCo Business (excluding any Former SpinCo Business) or Licensee's ability to exercise its rights under the Agreement, Licensee shall have the right, at Licensee's sole cost and expense, to participate in such claim or suit. If Parent decides not to take action with respect to such claims, Licensee may, upon Parent's prior written approval, to be provided in Parent's sole discretion, pursue such claim on its own at its sole cost and expense. Parent shall be permitted to participate and provide input in such matters, and Licensee must obtain prior written approval from Parent, to be provided in Parent's sole discretion, prior to settling or otherwise resolving any such claims.

9.10 General Disclaimers. Nothing in this Agreement shall be construed as: (a) a warranty or representation by Parent that anything made, used, displayed, Sold, or otherwise disposed of by Licensee under license granted in this Agreement or by any Permitted Sublicensee under a sublicense permitted under this Agreement, in each case, is or will be free from the rightful claim of third parties by way of infringement or the like, except as specifically provided herein; (b) a requirement that Parent shall file or prosecute trademark applications, secure copyrights, or maintain Trademarks or copyright registrations in force or notify Licensee of actions or failures to act with respect to applications or renewals; except as specifically provided in Section 5.10; (c) an obligation that Parent bring or prosecute actions or suits against third parties for infringement or the like; or (d) granting by implication, estoppel, or otherwise, licenses or rights under Intellectual Property or Trademark rights of Parent other than to the GE Marks.

9.11 Limitation on Liability. Except for liability for indemnification expressed herein, Parent's total liability under or related to this Agreement, whether based on claims founded in contract, warranty, tort (including negligence), strict liability or otherwise, shall not exceed the amount of cumulative royalties and fees due under the Agreement for the applicable Contract Year in which the cause for such indemnification claim occurred. In no event, whether in contract, warranty, tort (including negligence), strict liability or otherwise, shall Parent be liable for special, incidental, exemplary, punitive or consequential damages, including loss of profit or revenue, loss of use of equipment or other property, cost of capital, cost of substitute goods, facilities, or services, downtime costs, or claims of customers for damage or loss of property.

9.12 Remedies Not Exclusive. All remedies specified herein shall be cumulative and not exclusive and shall be in addition to any other remedies which Parent may have under this Agreement or otherwise.

10. MISCELLANEOUS

10.1 Assignment and Divested Entities.

(a) This Agreement shall not be assigned, in whole or in part, by operation of Law or otherwise by Licensee without the prior written consent of Parent. Any attempted assignment by Licensee in violation of this Section 10.1 shall be null and void ab initio. This Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the Parties and their respective successors and permitted assigns. Licensee shall not extend, sublicense, convey, pledge, encumber, or otherwise dispose of this Agreement or its rights or interest hereunder without the prior written consent of Parent.

(b) Notwithstanding the foregoing, in the event Licensee or SpinCo, directly or indirectly, divests a Permitted Sublicensee (other than SpinCo itself), or a line of business of a Permitted Sublicensee that uses the GE Marks in accordance with this Agreement, by (a) spinning off such Permitted Sublicensee by its sale or other disposition to a third party, (b) reducing ownership or control such Permitted Sublicensee so that it no longer qualifies as a Permitted Sublicensee under this Agreement or (c) selling or otherwise transferring such line of business to a third party (each such divested entity/line of business, a "Divested Entity"), the Divested Entity shall receive a transitional license to wind-down its use of the GE Marks for a period of six (6) months following the effective date of such divestiture, subject to Parent's standard terms and conditions for transitional trademark licenses. For the avoidance of doubt, any divestment of a Divested Entity shall not reduce the Annual Fee. Upon the expiration or termination of any such transitional license granted to a Divested Entity in accordance with this Section 10.1(b), such Divested Entity shall immediately cease to be a "Permitted Sublicensee" and all sublicenses granted to it under the rights and licenses hereunder shall automatically terminate forthwith

(c) Parent may assign this Agreement and any or all rights and obligations under this Agreement to any of its Affiliates or a third party (the "Assignee") subject to (i) the Assignee agreeing to be bound by all of the terms and conditions of this Agreement and assuming all of the rights, interests and obligations of Parent under this Agreement, and (ii) Parent providing written notice of the assignment to Licensee. Immediately upon such assignment, automatically and without the requirement of any further action by any person or entity, (i) all references in this Agreement to the Parent shall instead apply to the Assignee unless the context otherwise requires and (ii) Parent shall be unconditionally and irrevocably released and discharged from any and all liabilities and obligations under or in connection with this Agreement.

(d) Notwithstanding anything to the contrary in this Agreement, the provisions set forth in Section 2.07 of the Separation Agreement (*Subsequent Separation Transaction*) shall apply *mutatis mutandis* to the assignment provisions of this Agreement, with such conforming changes thereto as are necessary to apply the provisions, and preserve the effect, thereof to the terms of this Agreement.

10.2 Governing Law. This Agreement and any disputes relating to, arising out of or resulting from this Agreement, including to its execution, performance, or enforcement, shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

10.3 Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given (a) when delivered in person, (b) on the date received, if sent by a nationally recognized delivery or courier service, (c) upon written confirmation of receipt after transmittal by electronic mail (followed by delivery of an original via overnight courier service) or (d) upon the earlier of confirmed receipt or the fifth (5th) business day following the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Parent, to:

General Electric Company
Trademark Operation
901 Main Ave
Norwalk, CT 06851
Attn: [***]
Email: [***]

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Scott A. Barshay
Steven J. Williams
Jonathan Ashtor
Email: sbarshay@paulweiss.com
swilliams@paulweiss.com
jashtor@paulweiss.com
Facsimile: (212) 757-3990

If to Licensee, to:

GE HealthCare Imaging Holding Inc.
3000 N Grandview Blvd
Waukesha, WI 53188
Attn: [***]
Email: [***]

with a copy to:

GE HealthCare
500 West Monroe Street
Chicago, IL 60661
Attn: [***]
Email: [***]

Either Party may, by notice to the other Party, change the address and identity of the Person to which such notices and copies of such notices are to be given. Each Party agrees that nothing in this Agreement shall affect the other Party's right to serve process in any other manner permitted by Law (including pursuant to the rules for foreign service of process authorized by the Hague Convention).

10.4 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances, or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

10.5 Counterparts; Entire Agreement; Corporate Power.

(a) This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

(b) This Agreement, together with the Separation Agreement and the Exhibits and Schedules hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein. In the event of conflict or inconsistency between the provisions of this Agreement and the Separation Agreement, the provisions of this Agreement shall prevail and remain in full force and effect.

(c) Parent represents on behalf of itself and each other member of the Parent Group, and Licensee represents on behalf of itself and each Permitted Sublicensee, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform each of this Agreement and to consummate the transactions contemplated hereby and thereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes, or will constitute, a valid and binding agreement of it enforceable in accordance with the terms thereof.

10.6 Third-Party Beneficiaries. Except as otherwise expressly set forth herein or as otherwise provided in the Separation Agreement, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

10.7 Waivers of Default. No failure or delay of any Party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

10.8 Amendment. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party; provided, that nothing in this Section 10.8 shall limit the provisions of Section 10.1(d).

10.9 Interpretation. Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires. The terms “hereof,” “herein,” “herewith” and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all of the schedules hereto) and not to any particular provision of this Agreement. Article, Section or Schedule references are to the articles, sections and schedules of or to this Agreement unless otherwise specified. Any capitalized terms used in any Schedule to this Agreement but not otherwise defined therein shall have the meaning as defined in this Agreement. Any definition of or reference to any agreement, instrument or other document herein (including any reference herein to this Agreement) shall, unless otherwise stated, be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth therein, including in Section 10.7 above). The word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.” All references to “$” or dollar amounts are to the lawful currency of the United States of America. References herein to any Law shall be deemed to refer to such law as amended, reenacted, supplemented or superseded in whole or in part and in effect from time to time and also to all rules and regulations promulgated thereunder. Except as expressly set forth in this Agreement, the Parties shall make, or cause to be made, any payment that is required to be made pursuant to this Agreement as promptly as practicable and without regard to any local currency constraints or similar restrictions. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provisions hereof.

10.10 Headings. The article, section and paragraph headings contained in this Agreement, including in the table of contents of this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.11 Dispute Resolution. The Parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of New York and to the jurisdiction of the United States District Court for the Southern District of New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of New York or the United States District Court for the Southern District of New York, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

10.12 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the affected Party shall have the right to specific performance, declaratory relief and injunctive or other equitable relief (on a permanent, emergency, temporary, preliminary or interim basis) of its rights under this Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The other Party shall not oppose the granting of such relief on the basis that money damages are an adequate remedy. The Parties agree that the remedies at Law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at Law would be adequate is hereby waived. Any requirements for the securing or posting of any bond or similar security with such remedy are hereby waived.

10.13 Waiver of Jury Trial. EACH PARTY AND ITS AFFILIATES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.13.

10.14 Confidentiality. All confidential information of a Party disclosed to the other Party under this Agreement shall be deemed Specified Confidential Information (as that term is defined in the Separation Agreement), shall be subject to the provisions of Section 7.09 of the Separation Agreement, and may be used by the receiving Party in accordance with this Agreement for the sole and express purpose of effecting the licenses granted herein.

10.15 Relationship of the Parties. Nothing contained herein is intended or shall be deemed to make either Party or members of the Parent Group (in the case of Parent) or the members of the SpinCo Group (in the case of Licensee) the agent, employee, partner or joint venturer of the other Party or members of the Parent Group or members of the SpinCo Group, as applicable, or be deemed to provide such Party or members of the Parent Group or members of the SpinCo Group, as applicable, with the power or authority to act on behalf of the other Party or members of the Parent Group or members of the SpinCo Group, as applicable, or to bind the other Party or members of the Parent Group or members of the SpinCo Group, as applicable, to any contract, agreement, or arrangement with any other individual or entity.

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IN WITNESS WHEREOF, Parent and Licensee have caused this Agreement to be executed, in duplicate, by their respective, duly authorized representatives on the date first noted above.

"LICENSEE"
GE HEALTHCARE IMAGING HOLDING, INC.

By: /s/ George Newcomb
Name: George Newcomb
Title: President

"PARENT"
GENERAL ELECTRIC COMPANY

By: /s/ Buck de Wolf
Name: Buck de Wolf
Title: Vice President, Environment, Health & Safety, Chief Intellectual Property Counsel

[*Signature Page to Trademark License Agreement*]

Exhibit 10.5

REAL ESTATE MATTERS AGREEMENT

This REAL ESTATE MATTERS AGREEMENT (this "Agreement") is entered into on January 2, 2023 by and between General Electric Company, a New York corporation ("Parent"), and GE HealthCare Technologies Inc., a Delaware corporation ("SpinCo").

R E C I T A L S:

WHEREAS, in accordance with that certain Separation and Distribution Agreement dated as of November 7, 2022, by and between Parent and SpinCo, as amended (the "Separation Agreement"), the Parent Group has transferred or conveyed or will transfer or convey to the SpinCo Group, certain assets related to the SpinCo Business;

WHEREAS, in accordance with the Separation Agreement, the SpinCo Group has transferred or conveyed or will transfer or convey to the Parent Group certain assets related to the Parent Business; and

WHEREAS, the parties desire to set forth certain agreements regarding the transfer of real estate assets and other real estate matters pertaining to the SpinCo Business and the Parent Business.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements set forth below and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. The following terms, as used herein, shall have the meanings stated below. Capitalized terms used in this Agreement (including the preamble and recitals) and not otherwise defined herein shall have the meanings ascribed to such terms in the Separation Agreement.

(a) "Actual Completion Date" means, with respect to each Parent Property and each SpinCo Property, the date upon which completion of the transfer, assignment, novation, lease, sublease and/or replacement leases with respect to that Property, as applicable, actually takes place.

(b) "Allocation Principle" means the principle that as of the Real Estate Separation Date, without taking into account temporary remote working requirements related to the COVID-19 pandemic, and provided the parties have not agreed otherwise, (1)(a) any Property where SpinCo has a plurality or greater of the employees occupying such Property (taking into account the employees relating to SpinCo and the business units within the Parent Group (i.e., aviation or energy, each such business unit taken in its entirety and not with reference to subunits of such business unit), will be allocated in full to SpinCo, or (b) any Property where such business unit within the Parent Group has a plurality or greater of the employees occupying such Property will be allocated in full to that business unit. SpinCo or the Parent Group business unit having the plurality or greater of the employees occupying a given Property may be referred to hereunder as the Majority Occupant. For Properties where there are Unassigned Parent Corporate Employees, such employees shall be excluded from determinations of the whether SpinCo or another business unit within Parent has a plurality or greater of the employees occupying a Property. This Allocation Principle is not applicable to the Corporate Sites as listed in Schedule 4, which sites will remain with Parent Group, nor will this Allocation Principle be applied to Special Sites as listed on Schedule 5, which will be governed exclusively by the Environmental Supplemental Agreement, an ancillary agreement to the Separation Agreement.

(c) "Casualty" has the meaning ascribed to such term in Section 2.12(a).

(d) "Colocation Sites" has the meaning ascribed to such term in Section 2.5.

(e) "Colocation Sites Schedule" means Schedule 2 attached hereto, which identifies the Colocation Sites and associated Property Transactions, as the same may be updated from time to time prior to the Real Estate Separation Date in accordance with this Agreement.

(f) "Corporate Sites" means the sites listed in Schedule 4.

(g) "Damaged Property" has the meaning ascribed to such term in Section 2.12.

(h) "Demising Costs" means the costs incurred in connection with Demising Work (as defined below).

(i) "Demising Work" means, with respect to Colocation Sites, any alterations or improvements required in the sole discretion of the Majority Occupant in order to provide physically separate and exclusive space for Parent employees and SpinCo employees, including, without limitation, the design and construction of demising walls and separate security and badging systems, but excluding any costs associated with fit-out or specific improvements or requirements of the new tenant or sub-tenant at such Property.

(j) "Exception Schedule" means Schedule 3 attached hereto, which identifies those Colocation Sites where the term of the lease, sublease and/or TSA (as applicable) between Parent and SpinCo, will expire more than twenty-four (24) months after the Distribution Date.

(k) "Excluded Personal Property" means that certain equipment, office equipment, trade fixtures, furniture and any other personal property located at each Property which is scheduled or identified as excluded personal property under any lease and/or sublease entered into between a member of the Parent Group and a member of the SpinCo Group.

(l) "Head Lease" means, the lease(s) or sublease(s) and any related supplemental agreements under which a member of Parent Group or SpinCo Group leases property from a Landlord prior to the Real Estate Separation Date.

(m) "Landlord" means the third-party landlord or third-party sublandlord under a Head Lease, as the case may be, who, as of the date hereof, has or will enter into a lease or sublease with a member of Parent Group or SpinCo Group (as applicable), and its successors and assigns, and includes the holder of any other interest that is superior to the interest of the landlord or sublandlord under such Head Lease.

(n) "Landlord Consents" means, as applicable, all consents or waivers required from the Landlord or other third parties under the Required Consent Leases to assign the Required Consent Leases to a member of the SpinCo Group or a member of the Parent Group, as applicable, or to sublease the Sublease Properties to a member of the SpinCo Group or a member of the Parent Group, as applicable.

(o) "Lease Assignment Form" means the form of lease assignment attached to this Agreement as Exhibit 1, subject to commercially reasonable changes necessary to reflect Property-specific provisions negotiated in good faith by the parties and to conform to requirements of the jurisdiction in which the applicable Property is located in accordance with Section 2.17 hereof.

(p) "Lease Form" means the form of lease attached hereto as Exhibit 2, subject to commercially reasonable changes necessary to reflect Property-specific provisions negotiated in good faith by the parties and to conform to requirements of the jurisdiction in which the applicable Property is located in accordance with Section 2.17 hereof.

(q) Intentionally Deleted.

(r) "Majority Occupant" means, with respect to any Property, the Parent business unit or SpinCo, as applicable, that has the plurality or greater of the employees occupying such Property in accordance with the definition of "Allocation Principle".

(s) "Minority Occupant" means, with respect to any Property, each of the Parent business units and SpinCo that is not the Majority Occupant of such Property.

(t) "New Lease Properties" means collectively, the SpinCo New Lease Properties and the Parent New Lease Properties as identified in the Colocation Sites Schedule.

(u) "Parent Assigning Leased Properties" means those Properties identified as "Parent Assigning Leased Properties" in the Transferred Sites Schedule, which Properties are or were leased by Parent from a Landlord and will be or have been, in accordance with this Agreement transferred by lease assignment or novation from Parent (or its Subsidiaries) to SpinCo (or its Subsidiaries) as of the Real Estate Separation Date, subject to obtaining any necessary Lease Consent.

(v) "Parent New Lease Properties" means those Properties identified as "Parent New Lease Properties" on the Colocation Sites Schedule, which Properties are owned by SpinCo (or its Subsidiaries) in fee and a portion of which will be or has been leased to Parent (or its Subsidiaries) prior to or as of the Real Estate Separation Date.

(w) "Parent Transferring Owned Properties" means those Properties identified as "Parent Transferring Owned Properties" on the Transferred Sites Schedule, which Properties are or were owned by Parent (or its Subsidiaries) in fee and will be conveyed or have been conveyed by deed to SpinCo (or its Subsidiaries) prior to or as of the Real Estate Separation Date.

(x) "Parent Split Lease Properties" means those Properties demised or to be demised unto Parent (or one of its Subsidiaries) as tenant pursuant to any Parent Split Lease.

(y) "Parent Split Leases" means those new leases to be entered into by Parent (or its Subsidiaries) as tenant pursuant to Section 2.5(e).

(z) "Parent New Sublease Properties" means those Properties identified as "Parent New Sublease Properties" on the Colocation Sites Schedule, which Properties are leased by SpinCo (or its Subsidiaries) and a portion of which will be or has been subleased to Parent (or its Subsidiaries) prior to or as of the Real Estate Separation Date, subject to obtaining any necessary Landlord Consents.

(aa) "Pre-Split Leases" means those Head Leases pursuant to which Parent (or its Subsidiaries) or SpinCo (or its Subsidiaries), as applicable, occupies the Split Lease Properties prior to the Real Estate Separation Date, and which Pre-Split Leases are contemplated to be terminated on or prior to the Real Estate Separation Date pursuant to Section 2.5(e) or (f) of this Agreement.

(bb) "Property Transaction(s)" shall mean each conveyance, assignment, transfer, novation, lease or sublease of owned or leased property pursuant to this Agreement.

(cc) "Real Estate Separation Date" means the Distribution Date, or such earlier date in accordance with the Separation Agreement and the Separation Step Plan (as defined in the Separation Agreement).

(dd) "Receiving Party" means the Party, or as applicable, the member of the Parent Group or the SpinCo Group, as applicable, that is to receive or be transferred such real property (as owner, lessee, or sublessee) prior to or on Real Estate Separation Date.

(ee) "Required Consent Leases" means those Head Leases with respect to which the Landlord's consent is required for (x) assignment or sublease to a member of the Parent Group or a member of the SpinCo Group, as applicable, as contemplated by the Separation Agreement or under this Agreement, or (y) any of the other transactions relating to real property contemplated by the Separation Agreement or the other Ancillary Agreements.

(ff) "Restoration Costs" means all costs reasonably anticipated to be incurred to perform any restoration, repair or removal work required to be performed by the lessee under the applicable Head Lease at the end of the term of such Head Lease.

(gg) "Reserves" means, with respect to any Parent Assigning Leased Property or SpinCo Assigning Leased Property, any reserve for any Restoration Costs in the financial statements of Parent or SpinCo (or any member of their respective Group) relating to such Property as of February 1, 2022.

(hh) "SpinCo Assigning Leased Properties" means those Properties identified as "SpinCo Assigning Leased Properties" in the Transferred Sites Schedule, which Properties are or were leased by SpinCo from a Landlord and will be or have been in accordance with this Agreement transferred by lease assignment or novation to Parent (or its Subsidiaries) as of the Real Estate Separation Date subject to obtaining any necessary Landlord Consent.

(ii) "SpinCo New Lease Properties" means those Properties identified as "SpinCo New Lease Properties" on the Colocation Sites Schedule, which Properties are owned by Parent (or its Subsidiaries) in fee and a portion of which will be or have been leased to SpinCo (or its Subsidiaries) prior to or as of the Real Estate Separation Date.

(jj) "SpinCo Transferring Owned Properties" means those Properties identified as "SpinCo Transferring Owned Properties" on the Transferred Sites Schedule, which Properties are or were owned by SpinCo (or its Subsidiaries) in fee and will transfer or have been transferred by deed to Parent (or its Subsidiaries) in fee prior to or as of the Real Estate Separation Date.

(kk) "SpinCo Split Lease Properties" means those Properties demised or to be demised unto SpinCo (or one of its Subsidiaries) as tenant pursuant to any SpinCo Split Lease.

(ll) "SpinCo Split Leases" means those new leases to be entered into by SpinCo (or its Subsidiaries) as tenant pursuant to Section 2.5(f).

(mm) "SpinCo New Sublease Properties" means those Properties identified as "SpinCo New Sublease Properties" on the Colocation Sites Schedule, which Properties are leased by Parent (or its Subsidiaries) and a portion of which will be or has been subleased to SpinCo (or its Subsidiaries) prior to or as of the Real Estate Separation Date, subject to obtaining any necessary Landlord Consents.

(nn) "Split Lease Properties" means those Properties identified as "Split Lease Properties" on the Colocation Sites Schedule, which Properties are or were leased by one of SpinCo (or its Subsidiaries) or Parent (or its Subsidiaries) pursuant to a Pre-Split Lease, which Pre-Split Lease will be terminated on or prior to the Real Estate Separation Date (subject to obtaining the necessary Landlord Consents) and, following such termination, which Properties will be or have been demised in part pursuant to a SpinCo Split Lease and in part pursuant to a Parent Split Lease, in each case subject to Section 2.5(e) or (f).

(oo) "Split Leases" means the Parent Split Leases and the SpinCo Split Leases.

(pp) "Transferred Sites" means the Parent Transferring Owned Properties, the SpinCo Transferring Owned Properties, the Parent Assigning Leased Properties and the SpinCo Assigning Leased Properties that will be transferred between the Parties, as provided in Sections 2.1, 2.2, 2.3, and 2.4 below.

(qq) "Transferred Sites Schedule" means Schedule 1 attached hereto, which identifies the Transferred Sites, as the same may be updated from time to time prior to the Real Estate Separation Date in accordance with this Agreement.

(rr) "TSA" means the Transition Services Agreement, entered into as of the date hereof, by and between Parent and SpinCo.

(ss) "Unassigned Parent Corporate Employees" means those employees of Parent (for the avoidance of doubt, excluding any employees allocated to SpinCo) who have not yet been allocated to either the aviation business unit or the energy business unit within Parent.

ARTICLE II
PROPERTIES

Section 2.1 Asset Transfers: Parent Transferring Owned Property conveyed to SpinCo Group. Parent shall convey or cause its applicable Subsidiary to convey each of the Parent Transferring Owned Properties (together with all improvements thereon and all rights and easements appurtenant thereto and fixtures and fittings and all personal property except any Excluded Personal Property) to SpinCo or its applicable Subsidiary, subject to the other provisions of this Agreement and (to the extent not inconsistent with the provisions of this Agreement) the terms of the Separation Agreement and the Ancillary Agreements. The Actual Completion Date shall be on or before the Real Estate Separation Date. Such properties will be identified on Schedule 1.01(d) of the Separation Agreement as "SpinCo as Grantee: Intercompany Deeds".

Section 2.2 Asset Transfers: SpinCo Transferring Owned Property conveyed to Parent Group. SpinCo shall convey or cause its applicable Subsidiary to convey each of the SpinCo Transferring Owned Properties (together with all improvements thereon and all rights and easements appurtenant thereto and fixtures and fittings and all personal property except any Excluded Personal Property) to Parent or its applicable Subsidiary, subject to the other provisions of this Agreement and (to the extent not inconsistent with the provisions of this Agreement) the terms of the Separation Agreement and the Ancillary Agreements. The Actual Completion Date shall be on or before the Real Estate Separation Date. Such properties will be identified on Schedule 1.01(d) of the Separation Agreement as "Parent as Grantee: Intercompany Deeds".

Section 2.3 Lease Transfer: Parent Assigning Leased Property transferring to SpinCo Group. Parent shall assign, novate or cause its applicable Subsidiary to assign or novate, and SpinCo or its applicable Subsidiary shall accept and assume, Parent's or its Subsidiary's interest in the Parent Assigning Leased Properties, subject to the other provisions of this Agreement and (to the extent not inconsistent with the provisions of this Agreement) the terms of the Separation Agreement and the Ancillary Agreements. The Actual Completion Date shall be on or before the Real Estate Separation Date; provided, that if a Lease Consent is required but not obtained prior to the Real Estate Separation Date, the assignment or novation shall be completed on the earlier of (A) the tenth (10th) Business Day after the relevant Lease Consent has been granted and (B) the date agreed upon by the parties in accordance with Section 2.10. Such properties will be identified on Schedule 1.01(d) of the Separation Agreement as "SpinCo as Grantee: Lease Assignments".

Section 2.4 Lease Transfer: SpinCo Assigning Leased Property transferring to Parent Group. SpinCo shall assign, novate or cause its applicable Subsidiary to assign or novate, and Parent or its applicable Subsidiary shall accept and assume, SpinCo's or its Subsidiary's interest in the SpinCo Assigning Leased Properties, subject to the other provisions of this Agreement and (to the extent not inconsistent with the provisions of this Agreement) the terms of the Separation Agreement and the Ancillary Agreements. The Actual Completion Date shall be on or before the Real Estate Separation Date; provided, that if a Lease Consent is required but not obtained prior to the Real Estate Separation Date, the assignment or novation shall be completed on the earlier of (A) the tenth (10th) Business Day after the relevant Lease Consent has been granted and (B) the date agreed upon by the parties in accordance with Section 2.10. Such properties will be identified in Schedule 1.01(d) of the Separation Agreement as "Parent as Grantee: Lease Assignments".

Section 2.5 Colocation Sites.

(a) Colocation Sites.

(i) The Colocation Sites Schedule identifies those Properties (whether owned or leased) where members of the Parent Group and the SpinCo Group are collocated prior to and as of the date of this Agreement and will remain collocated after the Real Estate Separation Date for a specified term (such Properties, the "Colocation Sites"). The Colocation Site Schedule identifies the Property Transaction(s) applicable for each Colocation Site as agreed by the Parties in accordance with this Agreement to complete on or prior to the Real Estate Separation Date. To facilitate colocation of the Colocation Sites, the Parties agree to take the identified actions (as applicable to each Colocation Site) on or prior to the Real Estate Separation Date.

(ii) With respect to any Colocation Site that is not identified on the Exception Schedule, any lease assignment, sublease, TSA or other agreement (as applicable) that is entered into between a member of Parent Group and a member of SpinCo Group shall not exceed a term of twenty-four (24) months from the Distribution Date.

(b) Demised Property. With respect to any Colocation Site, if the Majority Occupant elects in its discretion to perform the Demising Work, the Majority Occupant shall:

(i) notify the Minority Occupant(s) of its decision to demise the Colocation Site and the form of Property Transaction agreement that will be executed by the parties, which shall be either: (A) for owned properties, a lease; (B) for leased properties, a sublease; and/or (C) the site will be included in the TSA for a specified term while the Demising Work is being completed followed by a lease or sublease (as applicable); and

(ii) perform the Demising Work for such Colocation Site and pay the Demising Costs (subject to the right for the Majority Occupant to include in the lease or sublease that a reasonable portion of the Demising Costs shall be reimbursed as "additional rent" from the Minority Occupant(s) as may be customarily charged to third party tenants); and

(iii) within a reasonable period of time after such notice (or such other period as agreed by the Parties, which shall to the extent feasible occur prior to the Real Estate Separation Date), subject to Section 2.7, the Parties will execute or agree to execute the required arm's length agreements with commercially reasonable terms and conditions for a term that shall be less than twenty-four (24) months from the Distribution Date or such longer term as identified on the Exception Schedule.

Sections 2.5(c), (d), (e) and (f) shall apply to those Colocation Sites where the Majority Occupant has elected to perform the Demising Work and demise the Colocation Site.

(c) Parent Demisable Properties: For any Colocation Site owned or leased by a member of the Parent Group as of the Real Estate Separation Date as listed in the Colocation Sites Schedule, which Colocation Site is demised into separate areas in accordance with Section 2.5(b), Parent shall or shall cause its Subsidiary to lease or sublease to or include the site in the TSA followed by a lease or sublease (as applicable) with SpinCo or its designated Subsidiary, the demised area of such Colocation Site as identified on the Colocation Sites Schedule, and SpinCo or its Subsidiary shall accept the same. The parties shall use the Lease Form, as reasonably modified by Parent and SpinCo to account for local Law requirements and site specific issues, and consummate such agreement on or before the Real Estate Separation Date; provided if Lease Consent is required but not obtained prior to the Real Estate Separation for any sublease, the sublease shall be completed on the earlier of (i) the tenth (10th) Business Day after the relevant Lease Consent has been granted and (ii) the date agreed upon by the parties in accordance with Section 2.10. If, in connection with a Colocation Site subject to the TSA, the Demising Work is not substantially completed prior to the expiration of the TSA, then SpinCo or its Subsidiary shall have the option to terminate the TSA with respect to the applicable Colocation Site and shall no longer have the obligation to accept a lease or sublease for such Colocation Site.

(d) SpinCo Demisable Properties: For any Colocation Site owned or leased by a member of the SpinCo Group as of the Real Estate Separation Date as listed in the Colocation Sites Schedule, which Colocation Site is demised into separate areas in accordance with Section 2.5(b), SpinCo shall or shall cause its Subsidiary to lease or sublease to or include the site in the TSA followed by a lease or sublease (as applicable) with Parent or its designated Subsidiary, the demised area of such Colocation Site as identified on the Colocation Sites Schedule and Parent or its Subsidiary shall accept the same. The parties shall use the Lease Form, as reasonably modified by Parent and SpinCo to account for local Law requirements and site specific issues, and consummate such agreement on or before the Real Estate Separation Date; provided if Lease Consent is required but not obtained prior to the Real Estate Separation Date for any sublease, the sublease shall be completed on the earlier of (i) the tenth (10th) Business Day after the relevant Lease Consent has been granted and (ii) the date agreed upon by the parties in accordance with Section 2.10. If, in connection with a Colocation Site subject to the TSA, the Demising Work is not substantially completed prior to the expiration of the TSA, then Parent or its Subsidiary shall have the option to terminate the TSA with respect to the applicable Colocation Site and shall no longer have the obligation to accept a lease or sublease for such Colocation Site.

(e) Parent Split Lease Properties: On or prior to the Real Estate Separation Date with respect to each Parent Split-Lease Property, in each case subject to obtaining any required Landlord Consent, (i) Parent shall terminate or cause its applicable Subsidiary to terminate each applicable Pre-Split Lease on or prior to the Real Estate Separation Date, (ii) contemporaneously with the termination described in the foregoing clause (i), Parent (or its Subsidiary) shall enter into a new lease for a portion of each Split Lease Property on terms mutually agreed between Parent (or such Subsidiary) and the applicable Landlord demising to Parent or its Subsidiary the portion of the Split Lease Property agreed to among Parent, SpinCo and each applicable Landlord (provided, that, for the avoidance of doubt, such demised portion shall in no event include all or any portion of the Split Lease Property demised to SpinCo (or its Subsidiary) pursuant to the following clause (iii)), and (iii) contemporaneously with the termination described in the foregoing clause (i), SpinCo (or its Subsidiary) shall enter into a new lease for a portion of each Split Lease Property on terms mutually agreed upon between SpinCo (or such Subsidiary) and the applicable Landlord demising to SpinCo or its Subsidiary the portion of the Split Lease Property agreed to among Parent, SpinCo and each applicable Landlord.

(f) SpinCo Split Lease Properties: On or prior to the Real Estate Separation Date, with respect to each SpinCo Split-Lease Property, in each case subject to obtaining any required Landlord Consent, (i) SpinCo shall terminate or cause its applicable Subsidiary to terminate each applicable Pre-Split Lease on or prior to the Real Estate Separation Date, (ii) contemporaneously with the termination described in the foregoing clause (i), SpinCo (or its Subsidiary) shall enter into a new lease for a portion of each Split Lease Property on terms mutually agreed upon between SpinCo (or such Subsidiary) and the applicable Landlord demising to SpinCo or its Subsidiary the portion of the Split Lease Property agreed to among Parent, SpinCo and each applicable Landlord (provided, that, for the avoidance of doubt, such demised portion shall in no event include all or any portion of the Split Lease Property demised to Parent (or its Subsidiary) pursuant to the following clause (iii)), and (iii) contemporaneously with the termination described in the foregoing clause (i), Parent (or its Subsidiaries) shall enter into a new lease for a portion of each Split Lease Property on terms mutually agreed upon between Parent (or such Subsidiary) and the applicable Landlord demising to Parent of its Subsidiary the portion of the Split Lease Property agreed to among Parent, SpinCo and each applicable Landlord.

(g) Non-Demised Properties. With respect to any Colocation Site, if the Majority Occupant, in its sole discretion, elects not to perform the Demising Work, the Majority Occupant shall notify the Minority Occupant(s) of its election, and if both of Parent and SpinCo intend to continue occupying such Colocation Site, the parties shall include the Colocation Site in the TSA for a maximum of twenty-four (24) months from the Distribution or such longer term as may be identified on the Exception Schedule.

(h) Waiver by Minority Occupant. Notwithstanding the foregoing provisions of this Section 2.5, the Minority Occupant(s) at any Colocation Site may elect on or before the Real Estate Separation Date to waive its right to occupy and enter into a Property Transaction agreement or TSA with respect to such Colocation Site, in which event the Minority Occupant(s) shall pay to the Majority Occupant a fee equal to the lump sum amount that the Minority Occupant would have incurred in rent, fees and reimbursements for the applicable term if it had elected to enter into the Property Transaction agreement or TSA, and such electing Minority Occupant and its employees will no longer have access to the applicable Colocation Site.

Section 2.6 Allocation of Liabilities.

(a) Subject to Section 2.6(c) and except as expressly provided the Separation Agreement, this Agreement or the other Ancillary Agreements, the Parties agree that each Property Transaction shall be on an "as is, where is" basis with no representation and warranties.

(b) In furtherance of Article VI of the Separation Agreement, and for the avoidance of doubt, subject to Section 2.6(c), the Parties agree that the Properties are being accepted by the Receiving Party in the condition as of the Actual Completion Date and with the acceptance by the Receiving Party of the following benefits and assumption by the Receiving Party of the following Liabilities from and after the Actual Completion Date:

(i) All fixed assets, improvements, fixtures and fittings appurtenant to or located on such Property;

(ii) Liabilities for payment of taxes, rent, outgoings, utilities, insurance and any other costs associated with the Property or the Lease (as applicable);

(iii) All benefits (including rental income) and obligations with respect to any leases, subleases and sub-tenants of such Property;

(iv) Liabilities associated with vacancy or underutilized space existing as of or arising after Actual Completion Date;

(v) The rights to any security deposits held under a Lease shall be transferred to the applicable Receiving Party (and any security deposit held under a lease or sublease to a third party shall be transferred and turned over to such Receiving Party);

(vi) The rights to transfer of any Reserves; and

(vii) Costs associated with early termination of any Lease in the event early termination occurs.

(c) Notwithstanding Section 2.6(a) and (b) above and anything to the contrary provided in the Separation Agreement, the Parties agree that for sites identified as Known Environmental Liabilities (as defined in the Environmental Supplemental Agreement), the Environmental Supplemental Agreement shall exclusively govern and control in all respects.

(d) Each Party shall promptly provide to the other Party copies of all invoices, demands, notices and other communications received by the Party or its or its applicable Subsidiaries or agents in connection with any of the matters for which the other Party may be liable to make any payment or perform any obligation pursuant to this Section 2.6, and the Parties shall work cooperatively in connection with any such matters.

Section 2.7 Obtaining the Landlord Consents and Other Landlord Cooperation.

(a) Parent and SpinCo confirm that with respect to all Property Transactions, to the extent there is a Required Consent Lease, one or more applications or requests have been made or will be made (prior to the Real Estate Separation Date or Distribution Date, as applicable) to the applicable Landlord for the Landlord Consents. Parent and SpinCo shall cooperate to determine which Party will be primarily responsible for requesting, negotiating and obtaining each Lease Consent, provided, however, that Parent shall be responsible for all actual out-of-pocket costs incurred in connection with negotiating and obtaining such Lease Consents as and to the extent provided in accordance with Section 2.14 of this Agreement.

(b) Parent and SpinCo shall use commercially reasonable efforts to obtain the Landlord Consents, but Parent and SpinCo (and such Party's applicable Subsidiary) shall not be required to commence judicial proceedings for a declaration that a Lease Consent has been unreasonably withheld, conditioned or delayed or that the applicable Head Lease has otherwise been breached, nor shall any Party be required to pay any consideration in excess of its share of fees as set forth in Section 2.14 (including administrative and/or review fees, reimbursement of expenses required by the Required Consent Lease to obtain the relevant Lease Consent and other commercially reasonable amounts).

(c) Parent and SpinCo (or such Party's applicable Subsidiary) will promptly satisfy the lawful requirements of the Landlord, and Parent and SpinCo (or such Party's applicable Subsidiary) will take all reasonable steps to assist the other in obtaining the Landlord Consents and other cooperation reasonably required from any Landlord, including, without limitation:

(i) if reasonably required by the Landlord, entering into an agreement with the relevant Landlord to observe and perform the tenant's obligations contained in the applicable Head Lease from and after the Actual Completion Date throughout the remainder of the term of such Head Lease, subject to any statutory limitations of such Liability, provided, however, that in no event shall Parent or SpinCo (or such Party's applicable Subsidiary) be required to enter into any such an agreement for any extension of the then current term of such Head Lease;

(ii) if reasonably required by the Landlord, providing a commercially reasonable guarantee, surety or other commercially reasonable security (including, without limitation, a security deposit or letter of credit) for the obligations of SpinCo or Parent (or such Party's applicable Subsidiary), accruing under the applicable Head Lease from and after the Actual Completion Date throughout the remainder of the then current term of such Head Lease, and otherwise taking all actions reasonably necessary and which it is capable of performing to meet the lawful requirements of the Landlord so as to ensure that the Landlord Consents (and any other reasonably required Landlord cooperation) are obtained, provided, however, that in no event shall Parent or SpinCo (or such Party's applicable Subsidiary) be required to provide any such security for any extension of the then current term of the applicable Head Lease. For the avoidance of any doubt, the actions contemplated by this Section 2.7(c)(ii) shall only be required if such action is consistent with the intention expressed in the Separation Agreement that the Spin-Off qualify as tax-free for U.S. federal income tax purposes under Sections 368(a)(1)(D), 355 and 361(c) of the Internal Revenue Code.

(iii) using commercially reasonable efforts to assist Parent and SpinCo (and their respective Subsidiaries) as applicable, with obtaining the Landlord's consent to the release of any guarantee, surety or other security which such previous guarantor may have previously provided to the Landlord, and (if applicable) the release of such previous guarantor from any assignor or secondary liability with respect to the assignee's failure to perform under the applicable Head Lease;

(iv) providing (promptly once available) financial statements and other reasonable evidence of net worth, liquidity and/or financial capability to fulfill the obligations of a tenant under the applicable Head Lease to any Landlord reasonably requesting same in connection with the Landlord Consent; and

(v) If, with respect to any leased or subleased properties, the applicable lease or sublease requires a new guarantee, surety or other security, then the parties shall cooperate (reasonably and in good faith) to meet the requirements of the applicable Head Lease; provided that if the applicable Head Lease requires a new guarantee, surety or security, then the parties shall use commercially reasonable efforts prior to and after the Real Estate Separation Date to obtain a new guarantee, surety or other security. Further, if, with respect to any leased or subleased properties, Parent and SpinCo are unable to obtain a release by the Landlord of any guarantee, surety or other security which Parent or SpinCo (or their respective Affiliate) has previously provided to the Landlord, SpinCo or Parent, as applicable, shall indemnify, defend, protect and hold harmless the other Party and its Subsidiaries and the guarantor/indemnifying Party against all Liabilities accruing against and incurred by the all such parties, in accordance with Article VI of the Separation Agreement.

(d) Notwithstanding the foregoing provision of this Section 2.7, the Parties may mutually agree to keep in place an existing guarantee and not deliver a new guarantee, subject to the Parties' reliance on the indemnity described in Section 2.7(c) above.

(e) The provisions of this Section 2.7 are intended to supersede in their entirety the provisions of Sections 3.01 and 3.02 of the Separation Agreement but shall in all events be subordinate and subject to the provisions of Article VI of the Separation Agreement.

Section 2.8 Occupancy by SpinCo. For any Property Transaction whereby a member of the SpinCo Group is the Receiving Party, in the event that the Actual Completion Date does not occur on or before the Real Estate Separation Date, SpinCo (or its Subsidiary) shall, commencing as of the Real Estate Separation Date, be entitled to occupy and use the relevant Parent Property (or demised part thereof) upon the terms and conditions contained in the TSA until such time the Property Transaction can be completed, but in no event for a term greater than twenty-four (24) months, unless such property is identified on the Exception Schedule.

Section 2.9 Occupancy by Parent. For any Property Transaction whereby a member of the Parent Group is the Receiving Party, in the event that the Actual Completion Date does not occur on or before the Real Estate Separation Date, Parent (or its Subsidiary) shall, commencing as of the Real Estate Separation Date, be entitled to occupy and use the relevant SpinCo Property (or demised part thereof) upon the terms and conditions contained in the TSA until such time the Property Transaction is completed, but in no event for a term greater than twenty-four (24) months, unless such property is identified on the Exception Schedule.

Section 2.10 Lease Consents. If, with respect to any Property Transaction, at any time the relevant Lease Consent is lawfully, formally and unconditionally refused in writing by the Landlord or the Landlord does not respond to the request for such Lease Consent, Parent and SpinCo shall cooperate in good faith and use commercially reasonable efforts to determine (i) whether to continue to proceed with the Property Transaction; or (ii) how to allocate the applicable Property, based on the relative importance of the applicable Property to the operations of each Party, the size of the applicable Property, the number of employees of each Party at the applicable Property, the value of assets associated with each business, the cost to relocate, and the potential risk and liability to each Party in the event any enforcement action is brought by the applicable Landlord. Such commercially reasonable efforts shall include consideration of alternate structures to accommodate the needs of each Party and the allocation of the costs thereof, including entering into amendments of the size, term or other terms of the Required Consent Lease, restructuring a proposed lease assignment to be a sublease and relocating one Party or entering the TSA. If the parties cannot agree in good faith as to the allocation of the applicable Property, such dispute shall be resolved in accordance with Article XI, Section 11.02 (*Dispute Resolution*) of the Separation Agreement.

Section 2.11 Form of Transfer. The conveyance to SpinCo or its Subsidiary of each relevant Parent Transferring Owned Property shall be in the form of a special or limited warranty deed, or its equivalent, in statutory form as required by Law. The conveyance to Parent or its Subsidiary of each relevant SpinCo Transferring Owned Property shall be in the form of a special or limited warranty deed, or its equivalent, in statutory form as required by Law.

Section 2.12 Casualty; Lease Termination.

(a) If, prior to the Actual Completion Date (but not after the Distribution Date), any property (or any part thereof) owned, leased or subleased by a member of Parent Group, and for which a Property Transaction is contemplated by this Agreement, shall be damaged or destroyed by a fire or other casualty (a "Casualty", and any property subject to such Casualty, a "Damaged Property"), then, in any such event but subject to Section 2.12(c) below, Parent shall promptly notify SpinCo, and Parent shall (or shall cause its Subsidiary to) proceed to effectuate the transfer of the Damaged Property under all the terms of this Agreement; subject, however, to the following: (1) unless Parent chooses to repair the Damaged Property pursuant to clause (2) below, SpinCo (or its applicable Subsidiary) shall accept such Damaged Property subject to the damage or destruction in question; (2) prior to the Actual Completion Date, Parent shall have the right (but not the obligation) to repair or restore any such damage or destruction at Parent's (or its Subsidiary's) sole cost and expense, subject to the terms and provisions of any applicable Head Lease, and (3) if Parent chooses not to repair or restore any such damage or destruction, Parent (or its applicable Subsidiary) shall (x) assign all of its rights and promptly make available to SpinCo all insurance proceeds due or received by Parent (or such Subsidiary) in connection with the Casualty and (y) pay to SpinCo the amount of the deductible under the applicable insurance policy.

(b) If, prior to the Actual Completion Date (but not after the Distribution Date) any property (or any part thereof) owned, leased or subleased by a member of SpinCo Group, and for which a Property Transaction is contemplated by this Agreement, shall be damaged or destroyed by Casualty, then, in any such event but subject to Section 2.12(c) below, SpinCo shall promptly notify Parent, and SpinCo shall (or shall cause its Subsidiary to) proceed to effectuate the transfer of the Damaged Property under all the terms of this Agreement; subject, however, to the following: (1) unless SpinCo chooses to repair the Damaged Property pursuant to clause (2) below, Parent (or its applicable Subsidiary) shall accept such Damaged Property subject to the damage or destruction in question; (2) prior to the Actual Completion Date, SpinCo shall have the right (but not the obligation) to repair or restore any such damage or destruction at SpinCo's (or its Subsidiary's) sole cost and expense, subject to the terms and provisions of

any applicable Head Lease, and (3) if SpinCo chooses not to repair or restore any such damage or destruction, SpinCo (or such Subsidiary) shall (x) assign all of its rights and promptly make available to Parent all insurance proceeds due or received by SpinCo in connection with the Casualty and (y) pay to Parent the amount of the deductible under the applicable insurance policy.

(c) In addition, in the event that a Head Lease is terminated prior to the Real Estate Separation Date, (i) Parent and SpinCo, respectively (or their applicable Subsidiary), shall not be required to assign, sublease or share such Property, (ii) SpinCo and Parent, respectively (or their applicable Subsidiary), shall not be required to accept an assignment, sublease or sharing of such Property and (iii) neither Party shall have any further liability with respect to such Property under this Agreement.

Section 2.13 Fixtures and Fittings. All Property Transactions under this Agreement shall include any right, title and interest of the transferring Party in and to all equipment, office equipment, trade fixtures, furniture and any other personal property located within the demised or transferred portion of the applicable Property (excluding any equipment, office equipment, trade fixtures, furniture and any other personal property owned by third parties), except for the applicable scheduled Excluded Personal Property.

Section 2.14 Costs. Parent (or its Subsidiary) shall pay (i) all actual costs and expenses incurred in connection with obtaining the Landlord Consents, including, without limitation, Landlord's consent fees and attorneys' fees and any costs and expenses relating to renegotiation of any Head Leases, and Split Leases, as applicable, and (ii) all actual costs and expenses in connection with the transfer of any Property pursuant to this Agreement, including title insurance premiums, escrow fees, recording fees, and any transfer taxes arising as a result of such transfers; provided, that, with respect to any Split Lease or other lease agreement entered into with a third-party Landlord, the tenant thereunder shall be responsible for any recording, restriction or municipal charges or other fees associated with entering into such Split Lease or other lease agreement; provided, further that this Section 2.14 shall not apply with respect to any obligation to deliver a security deposit, letter of credit or other guaranty (which shall be governed instead by Section 2.7 of this Agreement).

Section 2.15 Signing and Ratification. Parent and SpinCo hereby ratify and authorize all signatures to any document entered into in connection with this Agreement by Parent and SpinCo, or each's respective Subsidiaries, and the parties agree that to the extent any challenges arise to the authority of any such signature from and after the date hereof, Parent and SpinCo will cooperate to ratify such signatures and prepare any corporate authorizations or resolutions necessary therefor.

Section 2.16 Insurance. Between the date of this Agreement and each applicable Real Estate Separation Date (or earlier termination of this Agreement), each of Parent, SpinCo and their respective Subsidiaries, as applicable, shall use commercially reasonable efforts to keep in full force and effect present insurance policies maintained (or renewals thereof) with respect to each Property owned, leased, subleased or otherwise occupied by such Party.

Section 2.17 Properties Outside the United States. With respect to each of the Properties located outside the United States listed on the Transferred Sites Schedule and/or the Colocation Sites Schedule, as well as any additional properties acquired by Parent, SpinCo or a Subsidiary of either prior to the Real Estate Separation Date, Parent and SpinCo will use the appropriate form document attached hereto, translated into the local language, if customary under local practice, and modified to comply with local Laws, to cause the appropriate transfers, assignments, leases, or subleases to occur. Such transfers, assignments, leases, or subleases shall, so far as the Law in the jurisdiction in which such property is located permits, be on the same terms and conditions as provided in this Article II and shall include such other deliveries (and the parties shall comply with such other customary procedures and formalities) as may be required by the Laws of the jurisdiction in which the Property is located. In the event of a conflict between the terms of this Agreement and the terms of such local agreements, the terms of the local agreements shall prevail.

ARTICLE III
MISCELLANEOUS

Section 3.1 Additional Provisions. Section 2.05, Article VI, Article VII, Article IX, Article X and Article XI of the Separation Agreement are hereby incorporated into this Agreement *mutatis mutandis*.

Section 3.2 Performance. Parent will cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed by any member of the Parent Group. SpinCo will cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth in this Agreement to be performed by any member of the SpinCo Group. Each Party (including its permitted successors and assigns) further agrees that it will (a) give timely notice of the terms, conditions and continuing obligations contained in this Section 3.2 to all of the other members of its Group, and (b) cause all of the other members of its Group not to take any action inconsistent with such Party's obligations under this Agreement.

Section 3.3 Environmental Liabilities. In the case of any conflict between the terms of this Agreement or any deed, lease, lease assignment, sublease or sublease assignment executed pursuant to the terms of this Agreement, on the one hand, and any provision of the Separation Agreement or the Environmental Supplemental Agreement, on the other hand, with respect to Environmental Liabilities (each as defined in the Separation Agreement or the Environmental Supplemental Agreement), the provisions of the Separation Agreement or the Environmental Supplemental Agreement (as applicable) shall govern and control in all respects.

Section 3.4 Cooperation. The Parties shall, and shall cause each member of their respective Groups to, cooperate in good faith to effectuate each Property Transaction and otherwise in connection with the matters covered by this Agreement, which cooperation shall include, without limitation, using its reasonable best efforts to promptly take any and all actions reasonably necessary, customary or advisable to effectuate the Property Transaction and to otherwise perform its obligations under this Agreement.

Section 3.5 Shared Services Cooperation. With respect to any Colocation Sites: Each Party that is the owner or lessee (under a Head Lease) of a Colocation Site shall, to the extent not directly provided by the Landlord or other third party, provide or procure all services presently enjoyed by and/or reasonably necessary for the use of the Colocation Site and which are used in common with other premises in the Colocation Site. The foregoing obligations of such Party shall continue in effect until the earlier of (i) the applicable Colocation Site being included in the TSA, and (ii) the date that the Landlord or other third party (including, without limitation, any management company) has taken over responsibility for provision of such services to the Colocation Site. In the event the Landlord or other third party provides any of such services, the Party that is the owner or lessee of such Colocation Site shall pay the cost of such services to the third party, and the other Party shall reimburse the paying Party for a portion of such costs reasonably allocable to the reimbursing Party. Each of Parent and SpinCo (and their respective Affiliates) shall permit the other Party access to all portions of the Colocation Site in such Party's control that are reasonably necessary in connection with providing or maintaining any shared services or for the other Party to benefit from such shared services. In the event of a change of provider of such services, each of Parent and SpinCo (and their respective Affiliates) shall work together to ensure any interruption to the shared services is minimized as far as possible.

Section 3.6 Allocation of Properties. To the extent that the Transferred Sites Schedule and the Colocation Sites Schedule require amendments made (i) in accordance with the Allocation Principle in all material respects following the date hereof, or (ii) as a result of changes to allocations made in accordance with Section 2.10, SpinCo or Parent shall provide written notice to the other Party prior to amending the Transferred Sites Schedule or the Colocation Sites Schedule. If the Party that receives such written notice disputes in good faith the application of the Allocation Principle with respect to any such amendment, such dispute shall be resolved in accordance with Article XI, Section 11.02 (*Dispute Resolution*) of the Separation Agreement.

[*The remainder of this page is intentionally left blank*.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Real Estate Matters Agreement to be executed on its behalf by its officers thereunto duly authorized on the day and year first above written.

GENERAL ELECTRIC COMPANY, a New York corporation

By: /s/ Jennifer B. VanBelle
Name: Jennifer B. VanBelle
Title: Senior Vice President & Treasurer

GE HEALTHCARE TECHNOLOGIES, INC., a Delaware corporation

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Senior Vice President

Exhibit 10.6

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS STOCKHOLDER AND REGISTRATION RIGHTS AGREEMENT 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) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

STOCKHOLDER AND REGISTRATION RIGHTS AGREEMENT

This STOCKHOLDER AND REGISTRATION RIGHTS AGREEMENT, dated as of January 2, 2023 (this "Agreement"), is by and between General Electric Company, a New York corporation ("GE"), and GE HealthCare Technologies, Inc., a Delaware corporation ("HealthCare").

WHEREAS, GE currently owns all of the issued and outstanding shares of common stock, par value $0.01 per share, of HealthCare ("HealthCare Common Stock");

WHEREAS, pursuant to the Separation and Distribution Agreement, dated as of November 7, 2022, by and between GE and HealthCare, as amended (the "Separation and Distribution Agreement"), GE will distribute 80.1% of the issued and outstanding shares of HealthCare Common Stock to holders of shares of GE common stock on the applicable record date, on a pro rata basis (the "Distribution");

WHEREAS, in connection with the Distribution, HealthCare will register shares of HealthCare Common Stock under the Exchange Act (as defined below) on a registration statement on Form 10;

WHEREAS, following the Distribution, GE may effect distributions of any shares of HealthCare Common Stock that are not distributed in the Distribution (such shares not distributed in the Distribution, the "Retained Shares") to GE stockholders as dividends or in exchange for outstanding shares of GE common stock or through one or more subsequent exchanges of HealthCare Common Stock for GE debt held by GE creditors, including pursuant to one or more transactions Registered under the Securities Act (as such terms are defined below);

WHEREAS, following the Distribution, GE may from time to time Sell any Retained Shares pursuant to one or more transactions, including transactions Registered under the Securities Act;

WHEREAS, HealthCare desires to grant to GE the Registration Rights (as defined below) for the Registrable Securities (as defined below), on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, GE desires to grant to HealthCare a proxy to vote the Retained Shares in proportion to the votes cast by HealthCare's other stockholders, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements of the parties hereto, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"AAA" has the meaning set forth in Section 4.4(c).

"Action" means any claim, complaint, petition, hearing, charge, demand, action, suit, countersuit, arbitration, inquiry, audit, assessment, proceeding or investigation by or before any Governmental Authority, including any Government Investigation.

"Affiliate" of any Person means a Person that controls, is controlled by or is under common control with such Person. As used herein, "control" of any entity means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, whether through ownership of voting securities or other interests, by Contract or otherwise; provided, however, that (i) HealthCare and the other members of the HealthCare Group shall not be considered Affiliates of GE or any of the other members of the GE Group and (ii) GE and the other members of the GE Group shall not be considered Affiliates of HealthCare or any of the other members of the HealthCare Group.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Ancillary Filings" has the meaning set forth in Section 2.4(a)(i).

"Arbitral Tribunal" has the meaning set forth in Section 4.4(c)(ii).

"Block Trade" means an Underwritten Offering not involving any "road show" which is commonly known as a "block trade."

"Contract" means any oral or written contract, agreement or other legally binding instrument, including any note, bond, mortgage, deed, indenture, commitment, lease, sublease, license, sublicense or joint venture agreement.

"Chosen Court Claim" has the meaning set forth in Section 4.6.

"Chosen Courts" has the meaning set forth in Section 4.6.

"Convertible or Exchange Registration" has the meaning set forth in Section 2.7.

"Debt" means any indebtedness of any member of the GE Group, including debt securities, notes, credit facilities, credit agreements and other debt instruments, including, in each case, any amounts due thereunder.

"Demand Registration" has the meaning set forth in Section 2.1(a).

"Decision on Interim Relief" has the meaning set forth in Section 4.4(c)(v).

"Dispute" or "Disputes" has the meaning set forth in Section 4.4(b).

"Dispute Notice" has the meaning set forth in Section 4.4(b).

"Distribution" has the meaning set forth in the recitals to this Agreement.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and any successor thereto, and any rules and regulations promulgated thereunder, all as the same shall be in effect from time to time.

"Exchange Offer" means an exchange offer of Registrable Securities for outstanding securities of a Holder.

"Exchanges" means one or more Public Exchanges or Private Exchanges.

"GE" has the meaning set forth in the preamble to this Agreement and shall include its successors, by merger, acquisition, reorganization or otherwise.

"GE Group" means GE and each Person that is a direct or indirect Subsidiary of GE as of immediately following the Distribution, and each Person that becomes a Subsidiary of GE after the Distribution (in each case other than any member of the HealthCare Group); provided that any Person shall cease to be a member of the GE Group upon ceasing to be a direct or indirect Subsidiary of GE.

"Governmental Approvals" means any notices, reports or other filings given to or made with, or any Consents, registrations or permits obtained from, any Governmental Authority.

"Governmental Authority" means any federal, state, local, foreign, international or multinational government, political subdivision, governmental, quasi-governmental authority of any nature (including any department, commission, board, bureau, agency, court, tribunal) or other body exercising legislative, judicial, regulatory, administrative or taxing authority, arbitral body or official of any of the foregoing.

"Government Investigation" means any inquiry, investigation, probe, audit or inspection conducted by a Governmental Authority.

"Holder" means GE or any of its Subsidiaries, so long as such Person holds any Registrable Securities, and any Person owning Registrable Securities who is a Permitted Transferee of rights under Section 4.3.

"HealthCare" has the meaning set forth in the preamble to this Agreement and shall include its successors, by merger, acquisition, reorganization or otherwise.

"HealthCare Common Stock" has the meaning set forth in the recitals to this Agreement.

"HealthCare Group" means (i) HealthCare and (ii) each Person that will be a direct or indirect Subsidiary of HealthCare immediately prior to the Distribution, and (iii) each Person that becomes a Subsidiary of HealthCare after the Distribution (in each case other than any member of the GE Group).

"HealthCare Notice" has the meaning set forth in Section 2.1(a).

"HealthCare Public Sale" has the meaning set forth in Section 2.2(a).

"HealthCare Takedown Notice" has the meaning set forth in Section 2.1(f).

"Initiating Holder" has the meaning set forth in Section 2.1(a).

"Interim Relief" has the meaning set forth in Section 4.4(c)(v).

"Law" means any statute, law, regulation, ordinance, rule, judgment, rule of common law, order, decree, Governmental Approval, concession, grant, franchise, license, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, whether now or hereinafter in effect and, in each case, as amended.

"Loss" or "Losses" has the meaning set forth in Section 2.9(a).

"Negotiation Period" has the meaning set forth in Section 4.4(b).

"Participating Banks" means such investment banks or other Persons that are not part of the GE Group that engage, directly or indirectly, in any Exchange with one or more members of the GE Group.

"Permitted Transferee" means any Transferee and any Subsequent Transferee.

"Person" means an individual, a general or limited partnership, a corporation, an association, a trust, a joint venture, an unincorporated organization, a limited liability company, any other entity or any Governmental Authority.

"Piggyback Registration" has the meaning set forth in Section 2.2(a).

"Private Exchange" means a private exchange pursuant to which one or more members of the GE Group shall Sell some or all of their Registrable Securities to one or more Participating Banks in exchange, directly or indirectly, for any equity interest of GE or the satisfaction of Debt, in a transaction or series of transactions not required to be Registered under the Securities Act.

"Prospectus" means the prospectus included in any Registration Statement, all amendments and supplements to such prospectus, including post-effective amendments, and all other material incorporated by reference in such prospectus.

"Public Exchange" means a public exchange pursuant to which one or more members of the GE Group shall Sell some or all of their Registrable Securities to one or more Participating Banks in exchange, directly or indirectly, for any equity interest of GE or the satisfaction of Debt, in a transaction or series of transactions Registered under the Securities Act.

"Registrable Securities" means any Retained Shares and any securities issued or issuable directly or indirectly with respect to, in exchange for, upon the conversion of or in replacement of the Retained Shares, whether by way of a dividend or distribution or stock split or in connection with a combination of shares, recapitalization, merger, consolidation, exchange or other reorganization. The term "Registrable Securities" excludes any security (i) the offering and Sale of which has been effectively Registered under the Securities Act and which has been Sold in accordance with a Registration Statement, (ii) that has been Sold pursuant to Rule 144 under the Securities Act, (iii) that (A) may be Sold pursuant to Rule 144 under the Securities Act without being subject to the volume limitations in subsection (e) of such rule and (B) is held by a Holder of less than 1% of the then-issued and outstanding shares of HealthCare Common Stock (determined, in the case of GE or any of its direct or indirect Subsidiaries, as applicable, as the aggregate number of Registrable Securities held by all members of the GE Group) or (iv) that has been sold by a Holder in a transaction in which such Holder's rights under this Agreement are not, or cannot be, assigned.

"Registration" means a registration with the SEC of the offer and Sale to the public of any HealthCare Common Stock under a Registration Statement. The terms "Register," "Registered" and "Registering" shall have a correlative meaning.

"Registration Expenses" means all expenses incident to HealthCare's performance of or compliance with this Agreement, including all (i) registration, qualification and filing fees, (ii) expenses incurred in connection with the preparation, printing and filing under the Securities Act of the Registration Statement, any Prospectus and any issuer free writing prospectus and the distribution thereof, (iii) the fees and expenses of HealthCare's counsel and independent accountants (including the expenses of any comfort letters or costs associated with the delivery by HealthCare Group members' independent certified public accountants of comfort letters customarily requested by underwriters), (iv) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Shares under the state or foreign securities or blue sky laws and the preparation, printing and distribution of a Blue Sky Memorandum (including the related reasonable fees and expenses of counsel), (v) the costs and charges of any transfer agent and any registrar, (vi) all expenses and application fees incurred in connection with any filing with, and clearance of an offering by, Financial Industry Regulatory Authority, Inc., (vii) printing expenses, messenger, telephone and delivery expenses, (viii) internal expenses of HealthCare (including all salaries and expenses of employees of HealthCare performing legal or accounting duties), (ix) fees and expenses of listing any Registrable Securities on any securities exchange on which shares of HealthCare Common Stock are then listed, and (x) the reasonable fees and expenses of one legal counsel chosen by GE or the Holders of a majority of the Registrable Securities included in a Demand Registration,

Piggyback Registration or Shelf Registration (including Block Trades), as applicable; but excluding any underwriting discounts or commissions attributable to the Sale of any Registrable Securities, any fees and expenses of any other counsel, accountants or other persons retained or employed by any Holder, any fees and expenses of any counsel to the underwriters or dealer managers and any stock transfer taxes.

"Registration Period" has the meaning set forth in Section 2.1(c).

"Registration Rights" means the rights of the Holders to cause HealthCare to Register Registrable Securities pursuant to this Agreement.

"Registration Statement" means any registration statement of HealthCare filed with, or to be filed with, the SEC under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to such registration statement, including post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

"Retained Shares" has the meaning set forth in the recitals to this Agreement.

"Rules" has the meaning set forth in Section 4.4(c).

"Sale" means the direct or indirect transfer, sale, assignment or other disposition of a security. The terms "Sell" and "Sold" have correlative meanings.

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and any successor thereto, and any rules and regulations promulgated thereunder, all as the same shall be in effect from time to time.

"Shares" means all shares of HealthCare Common Stock that are beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by GE or any Permitted Transferee from time to time, whether or not held immediately following the Distribution.

"Shelf Registration" means a Registration Statement of HealthCare for an offering to be made on a delayed or continuous basis of HealthCare Common Stock pursuant to Rule 415 under the Securities Act.

"Subsequent Transferee" has the meaning set forth in Section 4.3(b).

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, joint venture or partnership of which such Person (i) beneficially owns (within the meaning of Rule 13d-3 under the Exchange Act), either directly or indirectly, more than fifty percent (50%) of (A) the total combined voting power of all classes of voting securities of such Person, (B) the total combined equity interests or (C) the capital or profit interests, in the case of a partnership, or (ii) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body.

"Takedown Notice" has the meaning set forth in Section 2.1(f).

"Transferee" has the meaning set forth in Section 4.3(b).

"Underwritten Offering" means a Registration in which securities of HealthCare are Sold to an underwriter or underwriters on a firm commitment basis for reoffering to the public.

1.2 General Interpretive Principles. Whenever used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Unless otherwise specified, the terms "hereof," "herein," "hereunder" and similar terms refer to this Agreement as a whole (including the exhibits hereto), and references herein to Articles, Sections and Exhibits refer to Articles, Sections and Exhibits of this Agreement. The word "or" shall have the inclusive meaning represented by the phrase "and/or." The word "receipt" shall mean actual receipt or deemed duly given pursuant to Section 4.2. The reference to any form under the Securities Act or the Exchange Act shall include a reference to any successor to such form. The reference to any rule under the Securities Act or the Exchange Act shall include a reference to any successor provision to such rule. Except as otherwise indicated, all periods of time referred to herein shall include all Saturdays, Sundays and holidays; provided, however, that if the date to perform the act or give any notice with respect to this Agreement shall fall on a day other than a business day, such act or notice may be performed or given timely if performed or given on the next succeeding business day. References to a Person are also to its successors and permitted assigns. The titles to Articles and headings of Sections contained in this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

REGISTRATION RIGHTS

2.1 Registration.

(a) Request. Any Holder(s) of Registrable Securities (collectively, the "Initiating Holder") shall have the right (including, for the avoidance of doubt, in connection with its rights pursuant to Section 2.7) to request that HealthCare file a Registration Statement with the SEC on the appropriate registration form for all or part of the Registrable Securities held by such Initiating Holder by delivering a written request to HealthCare specifying the aggregate number of shares of Registrable Securities such Initiating Holder wishes to Register (a "Demand Registration"). HealthCare shall (i) within five (5) days of the receipt of such request, give written notice of such Demand Registration to all Holders of Registrable Securities (the "HealthCare Notice"), (ii) use its reasonable best efforts to prepare and file a Registration Statement as expeditiously as possible in respect of such Demand Registration and in any event

within thirty (30) days of receipt of such request, and (iii) use its reasonable best efforts to cause such Registration Statement to become effective as expeditiously as possible. HealthCare shall include in such Registration all Registrable Securities that the Holders request to be included within the ten (10) days following their receipt of the HealthCare Notice.

(b) Limitations of Demand Registrations. There shall be no limitation on the number of Demand Registrations pursuant to Section 2.1(a); provided, however, that the Holder(s) may not require HealthCare to effect a Demand Registration within sixty (60) days after the effective date of a previous registration by HealthCare, other than a Shelf Registration, effected pursuant to this Section 2.1. In the event that any Person shall have received rights to Demand Registrations pursuant to Section 2.7 or Section 4.3, and such Person shall have made a Demand Registration request, such request shall be treated as having been made by the Holder(s). The Registrable Securities requested to be Registered pursuant to Section 2.1(a) must represent (i) an aggregate offering price of Registrable Securities that is reasonably expected to equal at least $100,000,000 (or its equivalent if the Registrable Securities are to be offered in an Exchange Offer) or (ii) all of the remaining Registrable Securities owned by the requesting Holder and its Affiliates.

(c) Effective Registration. HealthCare shall be deemed to have effected a Registration for purposes of Section 2.1(a) if the Registration Statement is declared effective by the SEC or becomes effective upon filing with the SEC, and remains effective until the earlier of (i) the date when all Registrable Securities thereunder have been Sold and (ii) (x) in case of a Registration Statement that is not a Shelf Registration Statement, 60 days from the effective date of the Registration Statement or (y) 12 months from the effective date of the Shelf Registration Statement (such period, as applicable, the "Registration Period"). No Registration shall be deemed to have been effective if the conditions to closing specified in the underwriting agreement or dealer-manager agreement, if any, entered into in connection with such Registration are not satisfied by reason of any member of the HealthCare Group. If, during the Registration Period, such Registration is interfered with by any stop order, injunction or other order or requirement of the SEC or other Governmental Authority or the need to update or supplement the Registration Statement, the Registration Period shall be extended on a day-for-day basis for any period the Holder is unable to complete an offering as a result of such stop order, injunction or other order or requirement of the SEC or other Governmental Authority.

(d) Underwritten Offering; Exchange Offer. If the Initiating Holder so indicates at the time of its request pursuant to Section 2.1(a), such offering of Registrable Securities shall be in the form of an Underwritten Offering or an Exchange Offer and HealthCare shall include such information in the HealthCare Notice. In the event that the Initiating Holder intends to Sell the Registrable Securities by means of an Underwritten Offering or Exchange Offer, the right of any Holder to include Registrable Securities in such Registration shall be conditioned upon such Holder's participation in such Underwritten Offering or Exchange Offer and the inclusion of such Holder's Registrable Securities in the Underwritten Offering or Exchange Offer (provided that such Holder's Registrable Securities can only be excluded from such Underwritten Offering or Exchange Offer pursuant to the provisions of Section 2.1(e)).

(e) Priority of Securities in an Underwritten Offering. If the managing underwriter or underwriters of a proposed Underwritten Offering, including an Underwritten Offering from a Shelf Registration, pursuant to this Section 2.1 informs the Holders with Registrable Securities in the proposed Underwritten Offering in writing that, in its or their opinion, the number of Registrable Securities requested to be included in such Underwritten Offering exceeds the number that can be Sold in such Underwritten Offering without being likely to have an adverse effect on the price, timing or distribution of the Registrable Securities offered or the market for the Registrable Securities offered, then the number of Registrable Securities to be included in such Underwritten Offering shall be reduced to such number that can be Sold without such adverse effect based on the recommendation of the managing underwriter or underwriters and the Registrable Securities to be included in such Underwritten Offering shall be: (i) first, Registrable Securities requested by all members of the GE Group to be included in such Underwritten Offering on a pro rata basis calculated based on the number of shares requested to be registered by all members of the GE Group; (ii) second, Registrable Securities requested by all other Holders to be included in such Underwritten Offering on a pro rata basis calculated based on the aggregate number of shares requested to be registered; and (iii) third, all other Registrable Securities requested and otherwise eligible to be included in such Underwritten Offering (including Registrable Securities to be Sold for the account of HealthCare) on a pro rata basis calculated based on the aggregate number of shares requested to be registered. In the event the Initiating Holder notifies HealthCare that such Registration Statement shall be abandoned or withdrawn, such Holder shall not be deemed to have requested a Demand Registration pursuant to Section 2.1(a), and HealthCare shall not be deemed to have made a Demand Registration request pursuant to Section 2.1(a) and Section 2.1(c).

(f) Shelf Registration. At any time after the date hereof when HealthCare is eligible to Register the applicable Registrable Securities on Form S-3 and Holders may request Demand Registrations, the requesting Holders may request HealthCare to effect a Demand Registration as a Shelf Registration. Any Holder of Registrable Securities included on a Shelf Registration shall have the right to request that HealthCare cooperate in a shelf takedown at any time, including an Underwritten Offering, by delivering a written request thereof to HealthCare specifying the number of shares of Registrable Securities such Holder wishes to include in the shelf takedown (each, a "Takedown Notice"). HealthCare shall (i) within five (5) days of the receipt of a Takedown Notice for an Underwritten Offering, give written notice of such Takedown Notice to all Holders of Registrable Securities included on such Shelf Registration ("HealthCare Takedown Notice"), and (ii) take all actions reasonably requested by such Holder, including the filing of a Prospectus supplement and the other actions described in Section 2.4, in accordance with the intended method of distribution set forth in the Takedown Notice, as soon as reasonably practicable. If the takedown is an Underwritten Offering, HealthCare shall use its reasonable best efforts to include in such Underwritten Offering all Registrable Securities that that the Holders request to be included within the two (2) days following their receipt of the HealthCare Takedown Notice. If the takedown is an Underwritten Offering, the Registrable Securities requested to be included in a shelf takedown must represent (i) an aggregate offering price of Registrable Securities that is reasonably expected to equal at least $100,000,000 or (ii) all of the remaining Registrable Securities owned by the requesting Holder and its Affiliates. Notwithstanding anything else to the contrary in this Agreement, the requirement to deliver a HealthCare Takedown Notice and the piggyback rights described in this Section 2.1(f) shall not apply to an Underwritten Offering that constitutes a Block Trade. There shall be no limitations on the number of Underwritten Offerings pursuant to a Shelf Registration; provided, that in no event shall HealthCare be required to effect, pursuant to this Section 2.01(f), during any 90-day period, more than (A) two Block Trades or (B) more than one Underwritten Offering that is not a Block Trade pursuant to a Takedown Notice (it being understood, for the avoidance of doubt, that a Takedown Notice shall not count as a Demand Registration request for purposes of the limit set forth in Section 2.01(b)).

(g) SEC Form. Except as set forth in the next sentence, HealthCare shall use its reasonable best efforts to cause Demand Registrations to be Registered on Form S-3, and if HealthCare is not then eligible under the Securities Act to use Form S-3, Demand Registrations shall be Registered on Form S-1 or Form S-4 (in the case of an Exchange Offer). If a Demand Registration is a Convertible or Exchange Registration, HealthCare shall effect such Registration on the appropriate Form under the Securities Act for such Registrations. HealthCare shall use its reasonable best efforts to become eligible to use Form S-3 and, after becoming eligible to use Form S-3, shall use its reasonable best efforts to remain so eligible. All Demand Registrations shall comply with applicable requirements of the Securities Act and, together with each Prospectus included, filed or otherwise furnished by HealthCare in connection therewith, shall not contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(h) With respect to any Registration Statement, whether filed or to be filed pursuant to this Agreement, if the HealthCare board of directors in good faith shall reasonably determine, upon the advice of legal counsel, that maintaining the effectiveness of such Registration Statement or filing an amendment or supplement thereto (or, if no Registration Statement has yet been filed, filing such a Registration Statement) would cause HealthCare to disclose material non-public information, which disclosure (x) would be required to be made in any Registration Statement so that such Registration Statement would not be materially misleading, (y) would not be required to be made at such time but for the filing or effectiveness of such Registration Statement and (z) would be materially detrimental to HealthCare or would materially interfere with any material financing, acquisition, corporate reorganization or merger or other similar transaction involving HealthCare or any of its subsidiaries, and that, as a result of such potential disclosure or interference, it is in the best interests of HealthCare to defer the filing or effectiveness of such Registration Statement at such time or suspend the Holders' use of any prospectus which is a part of the Registration Statement (such disclosure, the "Disadvantageous Disclosure"), and (ii) HealthCare furnishes to the Holders a certificate signed by the chief executive officer of HealthCare to that effect, HealthCare may, for the shortest period reasonably practicable, and in any event for not more than 30 consecutive calendar days (a "Blackout Period"), notify the Holders whose offers and Sales of Registrable Securities are covered (or to be covered) by such Registration Statement that such Registration Statement is unavailable for use (or will not be filed as requested) (a "Blackout Notice"). Upon the receipt of any such Blackout Notice, the Holders shall forthwith discontinue use of the Prospectus contained in any effective Registration Statement; provided that, if at the time of receipt of such Blackout Notice any Holder shall have Sold its Registrable Securities (or have signed a firm commitment underwriting agreement with respect to the purchase of such shares) and the Disadvantageous Disclosure is not of a nature that would require a post-effective amendment to the Registration Statement, then HealthCare shall use its commercially reasonable efforts to take such action as to eliminate any restriction imposed by federal securities Laws on the timely delivery of such Registrable Securities; provided, further, that, if implementation of such Blackout Period would impair the ability of GE, any member of the GE Group or any of their

Transferees to Sell its Registrable Securities in accordance with its or their intended method of distribution, as determined by GE in its sole discretion, then HealthCare may not impose such Blackout Period (and any Blackout Period then in effect shall automatically expire) and HealthCare shall as soon as reasonably possible revise, amend and/or supplement the Registration Statement, as applicable, so that it does not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. When any Disadvantageous Disclosure as to which a Blackout Notice has been previously delivered shall cease to be required, HealthCare shall as promptly as reasonably practicable notify the Holders and take such actions in respect of such Registration Statement as are otherwise required by this Agreement. The Registration Period for any Registration Statement for which HealthCare has given notice of a Blackout Period shall be increased by the length of time of such Blackout Period. HealthCare shall not impose, in any 365-day period, a Blackout Period (A) more than once and (B) lasting, in the aggregate, in excess of 60 calendar days.

2.2 Piggyback Registrations.

(a) Participation. If HealthCare proposes to file a Registration Statement under the Securities Act with respect to any offering of HealthCare Common Stock for its own account or for the account of any other Persons (other than a Registration (i) under Section 2.1, (ii) pursuant to a Registration Statement on Form S-8 or Form S-4 or similar form that relates to a transaction subject to Rule 145 under the Securities Act, (iii) pursuant to any form that does not include substantially the same information as would be required to be included in a Registration Statement covering the Sale of Registrable Securities, (iv) in connection with any dividend reinvestment or similar plan, (v) for the sole purpose of offering securities to another entity or its security holders in connection with the acquisition of assets or securities of such entity or any similar transaction or (vi) in which the only HealthCare Common Stock being Registered is HealthCare Common Stock issuable upon conversion of debt securities that are also being Registered) (a "HealthCare Public Sale"), then, as soon as reasonably practicable (but in no event less than fifteen (15) days prior to the proposed date of filing such Registration Statement), HealthCare shall give written notice of such proposed filing to each Holder, and such notice shall offer such Holders the opportunity to Register under such Registration Statement such number of Registrable Securities as each such Holder may request in writing (a "Piggyback Registration"). Subject to Section 2.2(a) and Section 2.2(c), HealthCare shall include in such Registration Statement all such Registrable Securities that are requested to be included therein within ten (10) days after the receipt of any such notice; provided, however, that if, at any time after giving written notice of its intention to Register any securities and prior to the effective date of the Registration Statement filed in connection with such Registration, HealthCare shall determine for any reason not to Register or to delay Registration of such securities, HealthCare may, at its election, give written notice of such determination to each such Holder and, thereupon, (i) in the case of a determination not to Register, shall be relieved of its obligation to Register any Registrable Securities in connection with such Registration, without prejudice, however, to the rights of any Holder to request that such Registration be effected as a Demand Registration under Section 2.1, and (ii) in the case of a determination to delay Registration, shall be permitted to delay Registering any Registrable Securities for the same period as the delay in Registering such other shares of HealthCare Common Stock. No Registration effected under this Section 2.2 shall relieve HealthCare of its obligation to effect any Demand Registration under Section 2.1. If the

offering pursuant to a Registration Statement pursuant to this Section 2.2 is to be an Underwritten Offering, then each Holder making a request for a Piggyback Registration pursuant to this Section 2.2(a) shall, and HealthCare shall use reasonable best efforts to coordinate arrangements with the underwriters so that each such Holder may, participate in such Underwritten Offering. If the offering pursuant to such Registration Statement is to be on any other basis, then each Holder making a request for a Piggyback Registration pursuant to this Section 2.2(a) shall, and HealthCare shall use reasonable best efforts to coordinate arrangements so that each such Holder may, participate in such offering on such basis. HealthCare's filing of a Shelf Registration shall not be deemed to be a HealthCare Public Sale; provided, however, that the proposal to file any Prospectus supplement filed pursuant to a Shelf Registration with respect to an offering of HealthCare Common Stock for its own account or for the account of any other Persons will be a HealthCare Public Sale unless such offering qualifies for an exemption from the HealthCare Public Sale definition in this Section 2.2(a); provided, further that if HealthCare files a Shelf Registration for its own account or for the account of any other Persons, HealthCare agrees that it shall use its reasonable best efforts to include in such Registration Statement such disclosures as may be required by Rule 430B under the Securities Act in order to ensure that the Holders may be added to such Shelf Registration at a later time through the filing of a Prospectus supplement rather than a post-effective amendment.

(b) Right to Withdraw. Each Holder shall (1) have the right to withdraw such Holder's request for inclusion of its Registrable Securities in any Underwritten Offering pursuant to this Section 2.2 at any time prior to the execution of an underwriting agreement with respect thereto, and (2) be permitted to withdraw all or part of such Holder's Registrable Securities from a Piggyback Registration at any time prior to the effective date thereof, in each case by giving written notice to HealthCare of such Holder's request to withdraw.

(c) Priority of Piggyback Registration. If the managing underwriter or underwriters of any proposed Underwritten Offering of a class of Registrable Securities included in a Piggyback Registration informs HealthCare and the Holders in writing that, in its or their opinion, the number of securities of such class which such Holder and any other Persons intend to include in such Underwritten Offering exceeds the number which can be Sold in such Underwritten Offering without being likely to have an adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the securities to be included in such Underwritten Offering shall be reduced to such number that can be Sold without such adverse effect based on the recommendation of the managing underwriter or underwriters and the securities to be included in the Underwritten Offering shall be (i) first, all securities of HealthCare or any other Persons for whom HealthCare is effecting the Underwritten Offering, as the case may be, proposes to Sell, (ii) second, Registrable Securities requested by any member of the GE Group to be included in such Underwritten Offering on a pro rata basis calculated based on the number of shares requested to be registered by all members of the GE Group, (iii) third, Registrable Securities requested by all other Holders to be included in such Underwritten Offering on a pro rata basis calculated based on the aggregate number of shares requested to be registered, and (iv) fourth, all other securities requested and otherwise eligible to be included in such Underwritten Offering (including securities to be Sold for the account of HealthCare) on a pro rata basis calculated based on the aggregate number of shares requested to be registered.

2.3 Selection of Underwriter(s), Etc. In any Underwritten Offering or Exchange Offer pursuant to Section 2.1 or Section 2.2 that is not a HealthCare Public Sale, GE or, in the event no member of the GE Group is participating in such Underwritten Offering or Exchange Offer, the Holders of a majority of the outstanding Registrable Securities being included in the Underwritten Offering or Exchange Offer, shall select the underwriter(s), dealer-manager(s), financial printer, solicitation or exchange agent (if any) and, in consultation with GE, counsel to the Holder(s) for such Underwritten Offering or Exchange Offer; provided, that GE, or the Holders of a majority of the outstanding Registrable Securities, as applicable, shall consult with HealthCare and consider HealthCare's suggestions, if any, in good faith in connection with such selection. In any HealthCare Public Sale, HealthCare shall select the underwriter(s), dealer-manager(s), financial printer, solicitation or exchange agent (if any) and GE or, in the event no member of the GE Group is participating in such Underwritten Offering or Exchange Offer, the Holders of a majority of the outstanding Registrable Securities being included in the HealthCare Public Sale, shall select counsel to the Holder(s).

2.4 Registration Procedures.

(a) In connection with the Registration or Sale of Registrable Securities pursuant to this Agreement, through an Underwritten Offering or otherwise, HealthCare shall use reasonable best efforts to effect or cause the Registration and the Sale of such Registrable Securities in accordance with the intended methods of Sale thereof and:

(i) prepare and file the required Registration Statement including all exhibits and financial statements and, in the case of an Exchange Offer, any document required under Rule 425 or Rule 165 with respect to such Exchange Offer (collectively, the "Ancillary Filings") required under the Securities Act to be filed therewith, and before filing with the SEC a Registration Statement or Prospectus, or any amendments or supplements thereto, (A) furnish to the underwriters or dealer-managers, if any, and to the Holders, copies of all documents prepared to be filed, which documents shall be subject to the review and comment of such underwriters or dealer-managers and such Holders and their respective counsel, and provide such underwriters or dealers managers, if any, and such Holders and their respective counsel reasonable time to review and comment thereon and (B) not file with the SEC any Registration Statement or Prospectus or amendments or supplements thereto or any Ancillary Filing to which the Holders or the underwriters or dealer-managers, if any, shall reasonably object;

(ii) except in the case of a Shelf Registration or Convertible or Exchange Registration, prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the Sale of all of the Shares Registered thereon until the earlier of (A) such time as all of such Shares have been Sold in accordance with the intended methods of Sale set forth in such Registration Statement or (B) the expiration of nine (9) months after such Registration Statement becomes effective;

(iii) in the case of a Shelf Registration, prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the Sale of all Shares subject thereto for a period ending thirty-six (36) months after the effective date of such Registration Statement;

(iv) in the case of a Convertible or Exchange Registration, prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the Sale of all of the Shares subject thereto until such time as the rules, regulations and requirements of the Securities Act and the terms of any applicable convertible securities no longer require such Shares to be Registered under the Securities Act;

(v) notify the participating Holders and the managing underwriter or underwriters or dealer-managers, if any, and (if requested) confirm such advice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by HealthCare (A) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, when the applicable Prospectus or any amendment or supplement to such Prospectus has been filed, or any Ancillary Filing has been filed, (B) of any written comments by the SEC or any request by the SEC or any other Governmental Authority for amendments or supplements to such Registration Statement or such Prospectus or any Ancillary Filing or for additional information, (C) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any order preventing or suspending the use of any preliminary or final Prospectus or any Ancillary Filing or the initiation or threatening of any proceedings for such purposes, (D) if, at any time, the representations and warranties of HealthCare in any applicable underwriting agreement or dealer-manager agreements cease to be true and correct in all material respects, or (E) of the receipt by HealthCare of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or Sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(vi) as soon as reasonably practicable notify each selling Holder and the managing underwriter or underwriters or dealer-managers, if any, when HealthCare becomes aware of the occurrence of any event as a result of which the applicable Registration Statement or the Prospectus included in such Registration Statement (as then in effect) or any Ancillary Filing contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such Prospectus and any preliminary Prospectus, in light of the circumstances under which they were made) not misleading or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement or Prospectus or any Ancillary Filing in order to comply with the Securities Act and, in either case as soon as reasonably practicable thereafter, prepare and file with the SEC, and furnish without charge to the selling Holder and the managing underwriter or underwriters or dealer-managers, if any, an amendment or supplement to such Registration Statement or Prospectus or any Ancillary Filing which will correct such statement or omission or effect such compliance;

(vii) use its reasonable best efforts to prevent or obtain the withdrawal of any stop order or other order suspending the use of any preliminary or final Prospectus;

(viii) as soon as reasonably practicable incorporate in a Prospectus supplement or post-effective amendment such information as the managing underwriters or dealer-managers, if any, and the Holders may reasonably request in order to permit the intended method of distribution of the Registrable Securities; and make all required filings of such Prospectus supplement or post-effective amendment as soon as reasonably practicable after being notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(ix) furnish to each selling Holder and each underwriter or dealer-manager, if any, without charge, as many conformed copies as such Holder or underwriter or dealer-manager may reasonably request of the applicable Registration Statement and any amendment or post-effective amendment thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference);

(x) deliver to each selling Holder and each underwriter or dealer-manager, if any, without charge, as many copies of the applicable Prospectus (including each preliminary Prospectus) and any amendment or supplement thereto as such Holder or underwriter or dealer-manager may reasonably request (it being understood that HealthCare consents to the use of such Prospectus or any amendment or supplement thereto by each selling Holder and the underwriters or dealer-managers, if any, in connection with the offering and Sale of the Registrable Securities covered by such Prospectus or any amendment or supplement thereto) and such other documents as such selling Holder or underwriter or dealer-manager may reasonably request in order to facilitate the Sale of the Registrable Securities by such Holder or underwriter or dealer-manager;

(xi) on or prior to the date on which the applicable Registration Statement is declared effective or becomes effective, use its reasonable best efforts to register or qualify, and cooperate with each selling Holder, the managing underwriter or underwriters or dealer-managers, if any, and their respective counsel, in connection with the registration or qualification of such Registrable Securities for offer and Sale under the securities or "Blue Sky" laws of each state and other jurisdiction of the United States as any selling Holder or managing underwriter or underwriters or dealer-managers, if any, or their respective counsel reasonably request, and in any foreign jurisdiction mutually agreeable to HealthCare and the participating Holders, in writing and do any and all other acts or things reasonably necessary or advisable to keep such registration or qualification in effect for so long as such Registration Statement remains in effect and so as to permit the continuance of Sales and dealings in such jurisdictions of the United States for so long as may be necessary to complete the distribution of the Registrable Securities covered by the Registration Statement; provided that HealthCare will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to taxation or general service of process in any such jurisdiction where it is not then so subject;

(xii) in connection with any Sale of Registrable Securities that will result in such securities no longer being Registrable Securities, cooperate with each participating Holder and the managing underwriter or underwriters or dealer-managers, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be Sold and not bearing any restrictive Securities Act legends; and to register such Registrable Securities in such denominations and such names as such selling Holder or the underwriters or dealer-managers, if any, may request at least two (2) business days prior to such Sale of Registrable Securities; provided that HealthCare may satisfy its obligations hereunder without issuing physical stock certificates through the use of the Depository Trust Company's Direct Registration System;

(xiii) cooperate and assist in any filings required to be made with the Financial Industry Regulatory Authority, Inc. and each securities exchange, if any, on which any of HealthCare's securities are then listed or quoted and on each inter-dealer quotation system on which any of HealthCare's securities are then quoted, and in the performance of any due diligence investigation by any managing underwriter or underwriter or dealer-manager (including any "qualified independent underwriter") that is required to be retained in accordance with the rules and regulations of each such exchange, and use its reasonable best efforts to cause the Registrable Securities covered by the applicable Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the managing underwriter or underwriters or dealer-managers, if any, to consummate the Sale of such Registrable Securities;

(xiv) not later than the effective date of the applicable Registration Statement, provide a CUSIP number for all Registrable Securities and provide the applicable transfer agent with printed certificates for the Registrable Securities which are in a form eligible for deposit with The Depository Trust Company; provided that HealthCare may satisfy its obligations hereunder without issuing physical stock certificates through the use of the Depository Trust Company's Direct Registration System;

(xv) obtain for delivery to and addressed to each selling Holder and to the managing underwriter or underwriters or dealer-managers, if any, opinions from outside counsel or the general counsel for HealthCare, in each case dated the effective date of the Registration Statement or, in the event of an Underwritten Offering, the date of the closing under the underwriting agreement or, in the event of an Exchange Offer, the date of the closing under the dealer-manager agreement or similar agreement or otherwise, and in each such case in customary form and content for the type of Underwritten Offering or Exchange Offer, as applicable;

(xvi) in the case of an Underwritten Offering or Exchange Offer, obtain for delivery to and addressed to HealthCare and the managing underwriter or underwriters or dealer-managers and, to the extent requested, each participating Holder, a comfort letter from HealthCare's or other applicable independent certified public accountants in customary form and content for the type of Underwritten Offering or Exchange Offer, dated the date of execution of the underwriting agreement or dealer-manager agreement, or, if none, the date of commencement of the Exchange Offer, and brought down to the closing, whether under the underwriting agreement or dealer-manager agreement, if applicable, or otherwise;

(xvii) in the case of an Exchange Offer that does not involve a dealer-manager, provide to each participating Holder such customary written representations and warranties or other covenants or agreements as may be requested by any participating Holder comparable to those that would be included in an underwriting agreement or dealer-manager agreement;

(xviii) use its reasonable best efforts to comply with all applicable rules and regulations of the SEC and make generally available to its security holders, as soon as reasonably practicable, but no later than ninety (90) days after the end of the twelve (12)-month period beginning with the first day of HealthCare's first quarter commencing after the effective date of the applicable Registration Statement, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and the rules and regulations promulgated thereunder and covering the period of at least twelve (12) months, but not more than eighteen (18) months, beginning with the first month after the effective date of the Registration Statement;

(xix) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement;

(xx) cause all Registrable Securities covered by the applicable Registration Statement to be listed on each securities exchange on which any of HealthCare's securities are then listed or quoted and on each inter-dealer quotation system on which any of HealthCare's securities are then quoted;

(xxi) provide (A) each Holder participating in the Registration, (B) the underwriters (which term, for purposes of this Agreement, shall include a Person deemed to be an underwriter within the meaning of Section 2(11) of the Securities Act), if any, of the Registrable Securities to be Registered, (C) the Sale or placement agent therefor, if any, (D) the dealer-manager therefor, (E) counsel for such underwriters or agent or dealer-manager, and (F) any attorney, accountant or other agent or representative retained by such Holder or any such underwriter or dealer-manager, as selected by such Holder, the opportunity to participate in the preparation of such Registration Statement, each Prospectus included therein or filed with the SEC, and each amendment or supplement thereto, and to require the insertion therein of material, furnished to HealthCare in writing, which in the reasonable judgment of such Holder(s) and their counsel should be included; and for a reasonable period prior to the filing of such Registration Statement, upon receipt of such confidentiality agreements as HealthCare may reasonably request, make available upon reasonable notice at reasonable times and for reasonable periods for inspection by the parties referred to in (A) through (F) above, all pertinent financial and other records, pertinent corporate and other documents and properties of HealthCare that are available to HealthCare, and cause all of HealthCare's officers, directors and employees and the independent public accountants who have certified its financial statements to make themselves available at reasonable times and for reasonable periods to discuss the business of HealthCare and to supply all information available to HealthCare reasonably requested by any such Person in connection with such Registration Statement as shall be necessary to enable them to exercise their due diligence responsibility, subject to the foregoing;

(xxii) to cause the executive officers of HealthCare to participate in customary "road show" presentations that may be reasonably requested by the managing underwriter or underwriters or dealer-managers in any Underwritten Offering or Exchange Offer and otherwise to facilitate, cooperate with, and participate in each proposed offering contemplated herein and customary selling efforts related thereto;

(xxiii) comply with all requirements of the Securities Act, Exchange Act and other applicable Laws, rules and regulations, as well as applicable stock exchange rules; and

(xxiv) take all other customary steps reasonably necessary to effect the Registration, offering and Sale of the Registrable Securities.

(b) As a condition precedent to any Registration hereunder, HealthCare may require each Holder as to which any Registration is being effected to furnish to HealthCare such information regarding the distribution of such securities and such other information relating to such Holder, its ownership of Registrable Securities and other matters as HealthCare may from time to time reasonably request in writing. Each such Holder agrees to furnish such information to HealthCare and to cooperate with HealthCare as reasonably necessary to enable HealthCare to comply with the provisions of this Agreement.

(c) GE agrees, and any other Holder agrees by acquisition of such Registrable Securities, that, upon receipt of any written notice from HealthCare of the occurrence of any event of the kind described in Section 2.4(a)(vi), such Holder will forthwith discontinue the Sale of Registrable Securities pursuant to such Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 2.4(a)(vi), or until such Holder is advised in writing by HealthCare that the use of the Prospectus may be resumed, and if so directed by HealthCare, such Holder will deliver to HealthCare (at HealthCare's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice. In the event HealthCare shall give any such notice, the period during which the applicable Registration Statement is required to be maintained effective shall be extended by the number of days during the period from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such Registration Statement either receives the copies of the supplemented or amended Prospectus contemplated by Section 2.4(a)(vi) or is advised in writing by HealthCare that the use of the Prospectus may be resumed.

2.5 Holdback Agreements. To the extent requested in writing by the managing underwriter or underwriters of any Underwritten Offering and to the extent the Initiating Holder signs a lock-up agreement, HealthCare agrees not to, and shall use reasonable best efforts to obtain agreements (in the underwriters' customary form) from its directors, executive officers and any beneficial owner or owners (within the meaning of Rule 13d-3 under the Exchange Act) of five percent (5%) or more of HealthCare Common Stock that has a representative on the board of directors of HealthCare not to, directly or indirectly offer, Sell, pledge, contract to Sell (including any short Sale), grant any option to purchase or otherwise Sell any equity securities of HealthCare or enter into any hedging transaction relating to any equity securities of HealthCare, during the ninety (90) days beginning on pricing date of such Underwritten Offering (except as

part of such Underwritten Offering or any Distribution or pursuant to registrations on Form S-8 or Form S-4) unless the managing underwriter or underwriters otherwise agree to a shorter period. Each person subject to the restrictions of the preceding sentence shall receive the benefit of any shorter "lock-up" period or permitted exceptions agreed to by the managing underwriter or underwriters for any Underwritten Offering and the terms of such lock-up agreements shall govern such person in lieu of the preceding sentence.

2.6 Underwritten Offerings; Exchange Offers. If requested by the managing underwriter or underwriters of any Underwritten Offering or dealer-managers of any Exchange Offer, HealthCare shall enter into an underwriting agreement or dealer-manager agreement with such underwriters or dealer-managers for such offering; provided, however, that no Holder shall be required to make any representations or warranties to HealthCare or the underwriters or dealer-managers (other than representations and warranties regarding such Holder and such Holder's intended method of distribution) or to undertake any indemnification obligations to HealthCare or the underwriters or dealer-managers with respect thereto, except as otherwise provided in Section 2.9.

2.7 Convertible or Exchange Registration; Registration Rights with Participating Banks.

(a) If any Holder of Registrable Securities offers any options, rights, warrants or other securities issued by it or any other Person that are offered with, convertible into or exercisable or exchangeable for any Registrable Securities, the Registrable Securities underlying such options, rights, warrants or other securities shall be eligible for Registration pursuant to Section 2.1 and Section 2.2 (a "Convertible or Exchange Registration").

(b) If one or more members of the GE Group decides to engage, directly or indirectly, in an Exchange with one or more Participating Banks, HealthCare shall, upon GE's request, enter into a registration rights agreement with the Participating Banks in connection with such Exchange, as applicable, on terms and subject to conditions consistent with this Agreement (other than the voting provisions contained in Article III) and reasonably satisfactory to HealthCare and the GE Group.

2.8 Registration Expenses Paid By HealthCare. In the case of any Registration of Registrable Securities required pursuant to this Agreement (including any Registration that is delayed or withdrawn) or proposed Underwritten Offering pursuant to this Agreement, HealthCare shall pay all Registration Expenses regardless of whether the Registration Statement becomes effective or the Underwritten Offering is completed.

2.9 Indemnification.

(a) Indemnification by HealthCare. HealthCare agrees to indemnify and hold harmless, to the full extent permitted by law, each Holder, such Holder's Affiliates and their respective officers, directors, employees, advisors, and agents and each Person who controls (within the meaning of the Securities Act or the Exchange Act) such Persons from and against any and all losses, claims, damages, liabilities (or actions in respect thereof, whether or not such indemnified party is a party thereto) and expenses, joint or several (including reasonable costs of

investigation and legal expenses) (each, a "Loss" and collectively "Losses") arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which the Sale of such Registrable Securities was Registered under the Securities Act (including any final or preliminary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein), or any such statement made in any free writing prospectus (as defined in Rule 405 under the Securities Act) that HealthCare has filed or is required to file pursuant to Rule 433(d) under the Securities Act, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading; provided, however, that HealthCare shall not be liable to any particular indemnified party in any such case to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any such Registration Statement in reliance upon and in conformity with written information furnished to HealthCare by such indemnified party expressly for use in the preparation thereof. This indemnity shall be in addition to any liability HealthCare may otherwise have without duplication. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any indemnified party and shall survive the Sale of such securities by such Holder.

(b) Indemnification by the Selling Holder. Each selling Holder agrees (severally and not jointly) to indemnify and hold harmless, to the full extent permitted by law, HealthCare, its directors, officers, employees, advisors, and agents and each Person who controls HealthCare (within the meaning of the Securities Act and the Exchange Act) from and against any Losses arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which the Sale of such Registrable Securities was Registered under the Securities Act (including any final or preliminary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein), or any such statement made in any free writing prospectus that HealthCare has filed or is required to file pursuant to Rule 433(d) under the Securities Act, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading to the extent, but, in each case (i) or (ii), only to the extent, that such untrue statement or omission is made in reliance upon and conformity with any information furnished in writing by such selling Holder to HealthCare specifically for inclusion in such Registration Statement, Prospectus, preliminary Prospectus or free writing prospectus. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder (or the fair value of the security received in an Exchange Offer) under the Sale of the Registrable Securities giving rise to such indemnification obligation. This indemnity shall be in addition to any liability the selling Holder may otherwise have without duplication. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of HealthCare or any indemnified party.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder will (i) as soon as reasonably practicable give written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that any delay or failure to so notify the indemnifying party shall relieve the indemnifying party of its obligations hereunder only to the extent that it is materially prejudiced by reason of such delay or failure) and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided, however, that any Person entitled to indemnification hereunder shall have the right to select and employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (i) the indemnifying party has agreed in writing to pay such fees or expenses, (ii) the indemnifying party shall have failed to assume the defense of such claim within a reasonable time after receipt of notice of such claim from the Person entitled to indemnification hereunder and employ counsel reasonably satisfactory to such Person, (iii) the indemnified party has reasonably concluded (based on advice of counsel) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, or (iv) in the reasonable judgment of any such Person, based upon advice of its counsel, a conflict of interest may exist between such Person and the indemnifying party with respect to such claims (in which case, if the Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person). If such defense is not assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its consent, provided that such consent may not be unreasonably withheld, conditioned or delayed. If the indemnifying party assumes the defense, the indemnifying party shall not have the right to settle such action without the consent of the indemnified party, which consent may not be unreasonably withheld, conditioned or delayed. No indemnifying party shall consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of an unconditional release from all liability in respect to such claim or litigation. It is understood that the indemnifying party or parties shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees, disbursements and other charges of more than one separate firm at any one time (in addition to local counsel) from all such indemnified party or parties unless (x) the employment of more than one counsel has been authorized in writing by the indemnifying party or parties, (y) an indemnified party has reasonably concluded (based on advice of counsel) that there may be legal defenses available to it that are different from or in addition to those available to the other indemnified parties or (z) in the reasonable judgment of an indemnified party, based upon advice of its counsel, a conflict of interest may exist between such indemnified party and the other indemnified parties, in each of which cases the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel or counsels.

(d) Contribution. If for any reason the indemnification provided for in Section 2.9(a) or Section 2.9(b) is unavailable to an indemnified party or insufficient to hold it harmless as contemplated by Section 2.9(a) or Section 2.9(b), then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other hand. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to

information and opportunity to correct or prevent such untrue statement or omission. Notwithstanding anything in this Section 2.9(d) to the contrary, no indemnifying party (other than HealthCare) shall be required pursuant to this Section 2.9(d) to contribute any amount in excess of the amount by which the net proceeds received by such indemnifying party from the Sale of Registrable Securities in the offering to which the Losses of the indemnified parties relate (before deducting expenses, if any) exceeds the amount of any damages which such indemnifying party has otherwise been required to pay by reason of such untrue statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.9(d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 2.9(d). Notwithstanding the provisions of this Section 2.9(d), no selling Holder hereunder shall be required to contribute any amount in excess of the dollar amount of the net proceeds received by such Holder (or the fair value of the security received in an Exchange Offer) under the Sale of the Registrable Securities giving rise to such indemnification obligation. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The amount paid or payable by an indemnified party hereunder shall be deemed to include, for purposes of this Section 2.9(d), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating, preparing to defend or defending against or appearing as a third party witness in respect of, or otherwise incurred in connection with, any such loss, claim, damage, expense, liability, action, investigation or proceeding. If indemnification is available under this Section 2.9, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Section 2.9(a) and Section 2.9(b) without regard to the relative fault of said indemnifying parties or indemnified party.

2.10 Reporting Requirements; Rule 144. Until the expiration or termination of this Agreement in accordance with its terms, HealthCare shall be and remain in compliance with the periodic filing requirements imposed under the SEC's rules and regulations, including the Exchange Act, and any other applicable Laws or rules, and shall timely file such information, documents and reports as the SEC may require or prescribe under Section 13 or 15(d) (whichever is applicable) of the Exchange Act. If HealthCare is not required to file such reports, it will, upon the request of any Holder, make publicly available such necessary information for so long as necessary to permit Sales pursuant to Rule 144 or Regulation S under the Securities Act, and it will take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to Sell Registrable Securities without Registration under the Securities Act within the limitation of the exemptions provided by (a) Rule 144 or Regulation S under the Securities Act, or (b) any rule or regulation hereafter adopted by the SEC. From and after the date hereof through the first anniversary of the date upon which no Holder owns any Registrable Securities, HealthCare shall forthwith upon request furnish any Holder (i) a written statement by HealthCare as to whether it has complied with such requirements and, if not, the specifics thereof, (ii) a copy of the most recent annual or quarterly report of HealthCare, and (iii) such other reports and documents filed by HealthCare with the SEC as such Holder may reasonably request in availing itself of an exemption for the Sale of Registrable Securities without registration under the Securities Act.

2.11 Other Registration Rights. HealthCare shall not grant to any Persons the right to request HealthCare to Register any equity securities of HealthCare, or any securities convertible into or exercisable or exchangeable for such securities, whether pursuant to "demand," "piggyback," or other rights, unless such rights are subject and subordinate to the rights of the Holders under this Agreement.

ARTICLE III

VOTING RESTRICTIONS

3.1 Voting of HealthCare Common Stock.

(a) From the date of the Distribution until the date that the GE Group ceases to own any Retained Shares, GE shall, and shall cause each member of the GE Group to (in each case, to the extent that they own any Retained Shares), be present, in person or by proxy, at each and every HealthCare stockholder meeting, and otherwise to cause all Retained Shares owned by them to be counted as present for purposes of establishing a quorum at any such meeting, and to vote or consent on any matter (including waivers of contractual or statutory rights), or cause to be voted or consented on any such matter, all such Retained Shares in proportion to the votes cast by the other holders of HealthCare Common Stock on such matter.

(b) From the date of the Distribution until the date that the GE Group ceases to own any Retained Shares, GE hereby grants, and shall cause each member of the GE Group (in each case, to the extent that they own any Retained Shares) to grant, an irrevocable proxy, which shall be deemed coupled with an interest sufficient in law to support an irrevocable proxy to HealthCare or its designees, to vote, with respect to any matter (including waivers of contractual or statutory rights), all Retained Shares owned by them, in proportion to the votes cast by the other holders of HealthCare Common Stock on such matter; provided that (i) such proxy shall automatically be revoked as to a particular Retained Share upon any Sale of such Retained Share from a member of the GE Group to a Person other than a member of the GE Group and (ii) nothing in this Section 3.1(b) shall limit, restrict or prohibit any such Sale.

ARTICLE IV

MISCELLANEOUS

4.1 Term. This Agreement shall terminate upon such time as there are no Registrable Securities, except for the provisions of Section 2.8 and Section 2.9 and all of this Article IV, which shall survive any such termination.

4.2 Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given (a) when delivered in person, (b) on the date received, if sent by a nationally recognized delivery or courier service, (c) upon written confirmation of receipt after transmittal by electronic mail (followed by delivery of an original via overnight courier service) or (d) upon the earlier of confirmed receipt or the fifth (5th) business day following the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To GE:

General Electric Company
5 Necco Street
Boston, MA 02210
Attn: [***]
[***]
Email: [***]

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Scott A. Barshay
Steven J. Williams
Email: sbarshay@paulweiss.com
swilliams@paulweiss.com

To GE HealthCare Technologies Inc.:

GE HealthCare Technologies Inc.
500 W. Monroe Street
Chicago, Illinois 60661
Attn: [***]
[***]
Email: [***]

Either party may, by notice to the other party, change the address and identity of the Person to which such notices and copies of such notices are to be given. Each party agrees that nothing in this Agreement shall affect the other party's right to serve process in any other manner permitted by Law (including pursuant to the rules for foreign service of process authorized by the Hague Convention).

4.3 Successors, Assigns and Transferees.

(a) The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the parties and their respective successors and permitted assigns. HealthCare may assign this Agreement at any time in connection with a Sale or acquisition of HealthCare, whether by merger, consolidation, Sale of all or substantially all of HealthCare's assets, or similar transaction, without the consent of the Holders; provided that the successor or acquiring Person agrees in writing to assume all of HealthCare's rights and obligations under this Agreement. GE may assign this Agreement to any member of the GE Group or at any time in connection with a sale or acquisition of GE, whether by merger, consolidation, sale of all or substantially all of GE's assets, or similar transaction, without the consent of HealthCare.

(b) In connection with any Sale of Registrable Securities, GE may assign its rights and obligations under this Agreement, other than its rights and obligations contained in Article III (such assignable rights and obligations, the "Registration-Related Rights and Obligations") relating to such Registrable Securities to the following transferees in such Sale: (i) a member of the GE Group to which Registrable Securities are Sold; (ii) one or more Participating Banks to which Registrable Securities are Sold; (iii) any other transferee to which Registrable Securities are Sold, if HealthCare provides prior written consent to the transfer of such Registration-Related Rights and Obligations along with the Sale of Registrable Securities; or (iv) any other transferee that acquires at least five percent (5%) of the outstanding shares of HealthCare Common Stock immediately following the completion of the Distribution; provided, that in the case of clauses (i), (ii), (iii) or (iv), (x) HealthCare is given written notice prior to or at the time of the completion of such Sale stating the name and address of the transferee and identifying the securities with respect to which the Registration-Related Rights and Obligations are being Sold and (y) the transferee executes a counterpart in the form attached hereto as Exhibit A and delivers the same to HealthCare (any such transferee in such Sale, a "Transferee"). In connection with the Sale of Registrable Securities, a Transferee or Subsequent Transferee (as defined below) may assign its Registration-Related Rights and Obligations under this Agreement relating to such Registrable Securities to the following subsequent transferees: (A) an Affiliate of such Transferee to which Registrable Securities are Sold, (B) any subsequent transferee to which Registrable Securities are Sold, if HealthCare provides prior written consent to the transfer of such Registration-Related Rights and Obligations along with the Sale of Registrable Securities or (C) any other subsequent transferee that acquires at least five percent (5%) of the outstanding shares of HealthCare Common Stock immediately following the completion of the Distribution; provided, that in the case of clauses (A), (B) or (C), (x) HealthCare is given written notice prior to or at the time of such Sale stating the name and address of the subsequent transferee and identifying the securities with respect to which the Registration-Related Rights and Obligations are being assigned and (y) the subsequent transferee executes a counterpart in the form attached hereto as Exhibit A and delivers the same to HealthCare (any such subsequent transferee, a "Subsequent Transferee").

4.4 GOVERNING LAW; NO JURY TRIAL.

(a) This Agreement and any disputes relating to, arising out of or resulting from this Agreement, including to its execution, performance, or enforcement, shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

(b) In the event of any claim, controversy, demand or request for relief of any kind arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or otherwise arising out of or related to this Agreement or the transactions contemplated hereby, including any Action based on contract, tort, equity, statute, regulation or constitution (collectively, "Disputes"), the party raising the Dispute shall give written notice of the Dispute (a "Dispute Notice"), and the general counsels of the parties (or such other individuals designated by the respective general counsels) or the executive officers designated by the parties shall negotiate for a reasonable period of time to settle such Dispute; provided, that such reasonable period shall not, unless otherwise agreed by the parties in writing, exceed ninety (90) days (the "Negotiation Period") from the time of receipt

of the Dispute Notice; provided, further, that in the event of any arbitration in accordance with Section 4.4(c), the parties shall not assert the defenses of statute of limitations, laches and any other defense, in each such case based on the passage of time during the Negotiation Period, and any contractual time period or deadline under this Agreement relating to such Dispute occurring after the Dispute Notice is received shall not be deemed to have passed until such arbitration has been resolved.

(c) If the Dispute has not been resolved for any reason after the Negotiation Period, such Dispute may be submitted by either party to final and binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect (the "Rules"), except as provided in Section 4.5 or as otherwise modified herein.

(i) The arbitration shall, subject to the terms and conditions set forth in a schedule to the Separation and Distribution Agreement, be conducted using a single arbitrator selected from the list set forth on, and in accordance with the provisions of, such schedule.

(ii) If none of the arbitrators listed on and selected in accordance with the schedule to the Separation and Distribution Agreement referred to in Section 4.4(c)(i) is available or willing to serve, then the arbitration shall be conducted by a three-member arbitral tribunal (such three-member arbitral tribunal or single arbitrator selected pursuant to Section 4.4(c)(i), as applicable, the "Arbitral Tribunal"). In this event, the claimant shall nominate one arbitrator in accordance with the Rules, and the respondent shall nominate one arbitrator in accordance with the Rules within twenty-one (21) days after the appointment of the first arbitrator. The third arbitrator, who shall serve as chair of the Arbitral Tribunal, shall be jointly nominated by the two party-nominated arbitrators within twenty-one (21) days after the confirmation of the appointment of the second arbitrator or such additional period as may be mutually agreed. If any arbitrator is not appointed within the time limit provided herein, such arbitrator shall be appointed by JAMS in accordance with the listing, striking and ranking procedure in the Rules.

(iii) The arbitration shall be held, and the award shall be rendered, in New York, New York, in the English language.

(iv) For the avoidance of doubt, by submitting their Dispute to arbitration under the Rules, the parties expressly agree that all issues of arbitrability, including all issues concerning the propriety and timeliness of the commencement of the arbitration, the jurisdiction of the Arbitral Tribunal (including the scope of this agreement to arbitrate and the extent to which a Dispute is within that scope), and the procedural conditions for arbitration, shall be finally and solely determined by the Arbitral Tribunal.

(v) Without derogating from Section 4.4(c)(vi) below, the Arbitral Tribunal shall have the full authority to grant any pre-arbitral injunction, pre-arbitral attachment, interim or conservatory measure or other order in aid of arbitration proceedings ("Interim Relief"). The parties shall exclusively submit any application for Interim Relief to only: (A) the Arbitral Tribunal; or (B) prior to the constitution of the Arbitral Tribunal, an emergency arbitrator appointed in the manner provided for in the Rules (the "Emergency Arbitrator"). Any

Interim Relief so issued shall, to the extent permitted by applicable Law, be deemed a final arbitration award for purposes of enforceability, and, moreover, shall also be deemed a term and condition of this Agreement subject to specific performance in Section 4.5 below. The foregoing procedures shall constitute the exclusive means of seeking Interim Relief, provided, however, that (i) the Arbitral Tribunal shall have the power to continue, review, vacate or modify any Interim Relief granted by an Emergency Arbitrator; and (ii) in the event an Emergency Arbitrator or the Arbitral Tribunal issues an order granting, denying or otherwise addressing Interim Relief (a "Decision on Interim Relief"), any party may apply to enforce or require specific performance of such Decision on Interim Relief in any court of competent jurisdiction.

(vi) The Arbitral Tribunal shall have the power to grant any remedy or relief that is in accordance with the terms of this Agreement, including specific performance and temporary or final injunctive relief, provided, however, that the Arbitral Tribunal shall have no authority or power to limit, expand, alter, amend, modify, revoke or suspend any condition or provision of this Agreement, nor any right or power to award punitive, exemplary, enhanced or treble damages.

(vii) The Arbitral Tribunal shall have the power to allocate the costs and fees of the arbitration, including reasonable attorneys' fees and expenses and costs as well as those costs and fees addressed in the Rules, between the parties in the manner it deems fit.

(viii) Arbitration under this Section 4.4 shall be the sole and exclusive remedy for any Dispute, and any award rendered thereby shall be final and binding upon the parties as from the date rendered. Judgment on the award rendered by the Arbitral Tribunal may be entered in any state or federal court within the State of Delaware (which the parties hereby agree have jurisdiction over them to enforce any such award) and any other court having jurisdiction thereof, including any court having jurisdiction over the relevant Party or its Assets.

4.5 Specific Performance. Subject to Section 4.4(b) and Section 4.4(c), except as provided below, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the affected party shall have the right to specific performance, declaratory relief and injunctive or other equitable relief (on a permanent, emergency, temporary, preliminary or interim basis) of its rights under this Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The other party shall not oppose the granting of such relief on the basis that money damages are an adequate remedy. The parties agree that the remedies at Law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at Law would be adequate is hereby waived. Any requirements for the securing or posting of any bond or similar security with such remedy are hereby waived. For the avoidance of doubt, the rights pursuant to this Section 4.5 shall be pursued in arbitration under Section 4.4(c).

4.6 Venue for Injunctive Relief and Specific Performance Claims. Notwithstanding anything to the contrary in this Agreement (including, for the avoidance of doubt, Section 4.4(b) and Section 4.4(c)), an affected party may bring any claim for specific performance, declaratory relief and injunctive or other equitable relief (on a permanent, emergency, temporary, preliminary or interim basis) under Section 4.5 of this Agreement (a "Chosen Court Claim") either (a) pursuant to the procedures contained in Section 4.4(b) and Section 4.4(c); or (b) at the affected party's sole discretion, in the Delaware Court of Chancery (or, if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) (the "Chosen Courts"). The parties irrevocably consent and agree, on behalf of themselves and their Affiliates, to the jurisdiction, forum and venue of the Chosen Courts for a Chosen Court Claim, and agree that they shall not assert, and shall hereby waive, any claim or right or defense that they are not subject to the jurisdiction of the Chosen Courts, that the venue is improper, that the forum is inconvenient, that the Chosen Court Claim should instead be arbitrated by their agreement or operation of law, or any similar objection, claim or argument.

4.7 Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

4.8 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances, or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such arbitrator or court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

4.9 Amendment; Waiver.

(a) This Agreement may not be amended or modified and waivers and consents to departures from the provisions hereof may not be given, except by an instrument or instruments in writing making specific reference to this Agreement and signed by HealthCare and the Holders of a majority of the Registrable Securities; provided that if GE or any of its Affiliates owns Registrable Securities, no amendment to or waiver of any provision in this Agreement will be effected without the written consent of GE if such amendment or waiver adversely affects (in whole or in part) any rights of GE or such Affiliates of GE.

(b) No failure to exercise and no delay in exercising, on the part of any party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

4.10 Registrations, Exchanges, etc. Notwithstanding anything to the contrary that may be contained in this Agreement, the provisions of this Agreement shall apply to the full extent set forth herein with respect to (a) any shares of HealthCare Common Stock, now or hereafter authorized to be issued, (b) any and all securities of HealthCare into which the shares of HealthCare Common Stock are converted, exchanged or substituted in any recapitalization or other capital reorganization by HealthCare and (c) any and all securities of any kind whatsoever of HealthCare or any successor or permitted assign of HealthCare (whether by merger, consolidation, Sale of assets or otherwise) which may be issued on or after the date hereof in respect of, in conversion of, in exchange for or in substitution of, the shares of HealthCare Common Stock, and shall be appropriately adjusted for any stock dividends, or other distributions, stock splits or reverse stock splits, combinations, recapitalizations, mergers, consolidations, exchange offers or other reorganizations occurring after the date hereof.

4.11 Further Assurances. In addition to the actions specifically provided for elsewhere in this Agreement, but subject to the express limitations of this Agreement, each of the parties shall use reasonable best efforts, prior to, on and after the Distribution, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Laws and agreements to consummate, and make effective, the transactions contemplated by this Agreement.

4.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

[*The remainder of page intentionally left blank. Signature page follows*.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

GENERAL ELECTRIC COMPANY

By: /s/ Jennifer B. VanBelle
Name: Jennifer B. VanBelle
Title: Senior Vice President & Treasurer

GE HEALTHCARE TECHNOLOGIES INC.

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Senior Vice President

[*Signature Page to Stockholder and Registration Rights Agreement*]

Exhibit 99.1

GE HealthCare Completes Spin-Off and Begins Trading on Nasdaq

- A leader in precision care, focused on creating a world where healthcare has no limits
- Attractive financial profile supported by commitment to accelerating growth, margin expansion, and free cash flow generation through organic investment, business optimization, and disciplined capital allocation
- Trading on Nasdaq exchange under "GEHC" ticker symbol

CHICAGO – January 4, 2023 – GE HealthCare (Nasdaq: GEHC) announced today that its previously announced spin-off from GE (NYSE: GE) is complete and GE HealthCare will begin trading as an independent company on the Nasdaq exchange under the ticker symbol "GEHC" effective at the market opening today. GE HealthCare will be the first company in the state of Wisconsin to remotely ring Nasdaq's opening bell. Its leadership team will be joined by employees in person and virtually from around the world at the Company's manufacturing facility in Waukesha, Wis.

"Today is an incredibly exciting day for GE HealthCare as we become an independent company and start a new chapter advancing our position as a global leader in precision care," said Peter Arduini, President and CEO of GE HealthCare. "We are on the verge of true industry transformation as digital innovation reshapes the experience of patients and providers with an increased need for more precise, connected, and efficient care. GE HealthCare colleagues worldwide are united in our purpose to create a world where healthcare has no limits, and we look forward to delivering for providers, patients, and shareholders in the years ahead."

GE HealthCare launches with a presence in more than 160 countries and approximately 51,000 employees worldwide serving more than one billion patients a year. The company invests more than $1 billion in R&D annually and generates approximately $18 billion in revenue, with an installed base including more than 4 million pieces of equipment across its four business segments – Imaging, Ultrasound, Patient Care Solutions, and Pharmaceutical Diagnostics.

The Company expects its addressable markets will expand from $84 billion in 2021 to $102 billion by 2025. That expansion provides significant opportunities for growth and execution of the Company's precision care strategy to safely and securely integrate patient data from imaging, lab, pathology, genomics, and other sources. Precision care then layers those data with artificial intelligence, using the Company's Edison platform and digital apps. This precision care strategy enables insights that help clinicians diagnose diseases and determine the most appropriate treatment – delivering the best possible outcome for the patient.

The spinoff of GE HealthCare was achieved by GE's pro rata distribution of approximately 80.1% of the outstanding shares of GE HealthCare to GE shareholders. GE retained approximately 19.9% of the outstanding shares of GE HealthCare common stock.

Both GE HealthCare's President and CEO, Pete Arduini and CFO, Helmut Zodl will be presenting at the 41st Annual J.P. Morgan Healthcare Conference on January 10, 2023 at 11:15 am PT/2:15 pm ET. Visit this website (https://jpmorgan.metameetings.net/events/healthcare23/sessions/43746-ge-healthcare/webcast?gpu_only=true&kiosk=true) to listen to their presentations and remarks. The company will also issue its fourth quarter/full-year earnings on January 30, 2023 and the earnings call can be heard at 8:00 am CT/ 9:00 am ET via this link.

Forward-looking Statements

This release 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," "outlook," and similar expressions. These forward-looking statements may include, but are not limited to, statements about the

Company's growth and margin expansion; addressable markets; and strategy, innovation, and investments. These forward-looking statements involve risks and uncertainties, many of which are beyond the Company's control. Factors that could cause the Company's actual results to differ materially from those described in its forward-looking statements include, but are not limited to, operating in highly competitive markets; the actions or inactions of third parties with whom the Company partners and the various collaboration, licensing, and other partnerships and alliances the Company has with third parties; demand for the Company's products, services, or solutions and factors that affect that demand; management of the Company's supply chain and the Company's ability to cost-effectively secure the materials it needs to operate its business; disruptions in the Company's operations; the global COVID-19 pandemic and its effects on the Company's business; maintenance and protection of the Company's intellectual property rights; the impact of potential information technology, cybersecurity or data security breaches; compliance with the various legal, regulatory, tax, and other laws to which the Company is subject and related changes, claims, or actions; environmental, social, and governance matters; the Company's ability to successfully complete strategic transactions; the Company's ability to operate effectively as an independent, publicly-traded company and achieve the benefits the Company expects from its spin-off from General Electric Company; and the incurrence of substantial indebtedness in connection with the spin-off and any related effect on the Company's business. Please also see the "Risk Factors" section of the Company's Form 10 filed with the U.S. Securities and Exchange Commission and any updates or amendments it makes in future filings. There may be other factors that could cause the Company's actual results to differ materially from those projected in any forward-looking statements the Company makes. The Company does not undertake any obligation to update or revise its forward-looking statements except as required by applicable law or regulation.

About GE HealthCare

GE HealthCare is a leading global medical technology, pharmaceutical diagnostics, and digital solutions innovator, dedicated to providing integrated solutions, services, and data analytics to make hospitals more efficient, clinicians more effective, therapies more precise, and patients healthier and happier. Serving patients and providers for more than 100 years, GE HealthCare is advancing personalized, connected, and compassionate care, while simplifying the patient's journey across the care pathway. Together our Imaging, Ultrasound, Patient Care Solutions, and Pharmaceutical Diagnostics businesses help improve patient care from prevention and screening, to diagnosis, treatment, therapy, and monitoring. We are an $18 billion business with 51,000 employees working to create a world where healthcare has no limits.

# # #

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