

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) **February 1, 2023**

GE HEALTHCARE TECHNOLOGIES INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-41528

(Commission
File Number)

88-2515116

(IRS Employer
Identification No.)

500 W. Monroe Street Chicago, IL

(Address of principal executive offices)

60661

(Zip Code)

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

(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 Instructions 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 pursuant to Section 13(a) of the Exchange Act.

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

Founders Grants

The Talent, Culture, and Compensation Committee (the “Committee”) of the Board of Directors of GE HealthCare Technologies Inc. (the “Company”) approved the grant of one-time equity awards (the “Founders Grants”) on February 1, 2023 to approximately 8,200 leaders of the Company, including the Company’s chief executive officer (“CEO”) and the Company’s named executive officers who are currently employed by the Company (“NEOs”), in recognition of the pivotal role leadership will play at a critical time following the Company’s spin-off as a standalone public company.

The Founders Grants were in the form of restricted stock units (“RSUs”) pursuant to the GE HealthCare Founders Restricted Stock Unit Grant Agreement and non-qualified stock options (“Options”) pursuant to the GE HealthCare Founders Stock Option Grant Agreement, in each case under the Company’s 2023 Long-Term Incentive Plan.

The Founders Grants will vest over a three-year period, with 50% vesting on February 1, 2025 and 50% vesting on February 1, 2026 if the grantee remains employed on the applicable vesting date, with limited exceptions for terminations due to death, disability, or a transfer to a successor employer in connection with the transfer of a business operation by the Company. Unvested RSUs and Options will be forfeited in the event of any other termination of employment, including retirement. Vested Options are exercisable after termination of employment (other than a termination for cause) until the earlier of ninety (90) days following termination of employment or the Option expiration date of February 1, 2033.

For the approximately 700 recipients who regularly receive equity grants as part of their ongoing compensation, including our executive officers, the Founders Grants were consistently applied based on a percentage of annual LTI target. For the approximately 7,500 recipients who do not regularly receive equity grants as part of their ongoing compensation, the Founders Grants were consistently applied based on a percentage of salary. Specifically, the Founders Grants made to the CEO and NEOs were as follows:

<u>Executive</u>	<u>Number of RSUs</u>	<u>Number of Options</u>
Peter J. Arduini	21,425	188,127
Helmut Zodi	5,356	47,031
Jan Makela	4,910	43,112

These descriptions of the terms of the GE HealthCare Founders Restricted Stock Unit Grant Agreement and the GE HealthCare Founders Stock Option Grant Agreement set forth under this Item 5.02, including the addendum to each of these agreements, are qualified in their entirety by reference to the full text of the agreements, which are filed as Exhibits 10.1, 10.2, and 10.3, respectively, to this Current Report on Form 8-K, and are incorporated herein by reference.

One GE HealthCare Annual Bonus Plan

The Committee adopted the One GE HealthCare Annual Bonus Plan (the “Bonus Plan”) on February 2, 2023 to provide annual cash incentive opportunities to the Company’s executive officers and other employees. The Committee will establish targets for awards to executive officers under the Bonus Plan designed to drive Company, segment, region, and individual performance, as applicable, based on the Company’s financial, strategic, and operational priorities.

This description of the terms of the Bonus Plan set forth under this Item 5.02 is qualified in its entirety by reference to the full text of the Bonus Plan, which is filed as Exhibit 10.4 to this Current Report on Form 8-K, and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
10.1	GE HealthCare Founders Restricted Stock Unit Grant Agreement.
10.2	GE HealthCare Founders Stock Option Grant Agreement.
10.3	Global Addendum to GE HealthCare Founders Restricted Stock Unit Grant Agreement and GE HealthCare Founders Stock Option Grant Agreement.
10.4	One GE HealthCare Annual Bonus Plan.
104	The cover page of this Current Report on Form 8-K, formatted in Inline XBRL.

SIGNATURES

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

GE HealthCare Technologies Inc.

(Registrant)

Date: February 3, 2023

/s/ Frank R. Jimenez

Frank R. Jimenez, General Counsel and Corporate Secretary (authorized signatory)

FORM OF AWARD FOR SECTION 16 OFFICERS OF COMPANY

[Logo]

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

GE HealthCare Founders Restricted Stock Unit Grant Agreement (“Grant Agreement”)
For <<Employee Name>> (“Grantee”)

Grant Date	RSUs Granted	Vesting Schedule	
		Number of RSUs	Vesting Date
February 1, 2023	<<Number>>	50%	February 1, 2025
		50%	February 1, 2026

- Grant.** The Talent, Culture, and Compensation Committee (“Committee”) of the Board of Directors of GE HealthCare Technologies Inc. (“Company”) has granted the above number of Restricted Stock Units (“RSUs”) to the individual named in this Grant Agreement (“Grantee”), subject to the terms of this Grant Agreement. Without limiting any condition of this RSU award, the award is subject to cancellation and forfeiture if the Grantee does not confirm acceptance within 45 days of the Grant Date. Once vested, each RSU entitles the Grantee to receive from the Company (i) one share of Common Stock and (ii) a cash payment in respect of Dividend Equivalents (described below), each in accordance with the terms of this Grant Agreement, the Plan, and any rules, procedures and sub-plans (including country addenda) adopted by the Committee.
- Vesting.** In order to vest in an RSU, the Grantee must not incur a Termination of Employment from the Grant Date through the applicable Vesting Date listed above. All unvested RSUs shall be immediately cancelled without payment upon the Grantee’s Termination of Employment for any reason before the applicable Vesting Date, except as

Grantee's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all Awards granted, cancelled, exercised, vested, or outstanding. In granting Awards under the Plan, the Company will collect the Grantee's personal data for purposes of allocating shares of Common Stock in settlement of the Awards and implementing, administering and managing the Plan. The Company collects, processes and uses the Grantee's personal data in compliance with Company's Employment Data Protection Standards and the Uses of Employment Data for the Company's Entities. The Grantee may exercise rights to access, correction, or restriction or deletion where applicable, by contacting the Grantee's local HR manager or initiating a request through www.onehr.ge.com

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

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

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

If the Grantee primarily resides in California, the terms in the footnote will apply to Section 7.i.¹

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

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

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

¹ If Grantee primarily resides in California, the post-employment obligation in Sections 7.i.(a) and 7.1.(b) will not apply, and the terms of Section 7.i.(c) will be understood to prohibit conduct that involves the misappropriation of trade secret information (or other prohibited conduct), and to prohibit unfair competition under California law.

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

- iii. Compliance with Agreements.** Grantee will comply with, and shall not breach any contractual obligations Grantee has to the Company or an Affiliate of the Company as defined in the Plan, including, but not limited to obligations Grantee has to not disclose the Company's or an Affiliate's non-public information. To the extent Grantee is subject to any existing agreements that place restrictions on Grantee's ability to compete with the Company or any Affiliate (the "Prior Agreements"), this Grant Agreement will supplement and not replace or reduce the applicability or enforceability of the Prior Agreements. Grantee acknowledges that the scope of the restrictions in this Section 7 of this Grant Agreement may be different from those contained in other agreements with the Company or an Affiliate because the purpose of, and justification for the restrictions in this Grant Agreement may be different as described in Section 7.vii hereof.
- iv. Relief.** Grantee agrees that any breach by him or her of the foregoing obligations inevitably would cause substantial and irreparable damage to the Company and the Affiliates for which money damages may not be an adequate remedy. Accordingly, the Grantee agrees that the Company and the Affiliates will be entitled to an injunction and/or other equitable relief, without the necessity of posting security, to prevent the breach of such obligations. The Grantee also agrees to indemnify and hold the Company and the Affiliates harmless from any loss, claim or damages, including, without limitation, all reasonable attorneys' fees, costs and expenses incurred in enforcing its rights under this Grant Agreement, as well as to repay any payments made hereunder (regardless of whether the RSUs are vested), except to the extent that such reimbursement is prohibited by law.
- v. Consideration.** The Grantee agrees that the payment and benefits provided for in the Grant Agreement constitute fair and reasonable consideration for Grantee's compliance with this Section 7.
- vi. Grantee Rights.** Nothing in this Grant Agreement prevents the Grantee from or interferes with the Grantee's rights to file a claim or charge or participate in an investigation or proceeding of a law enforcement authority or government agency, including any state or federal fair employment practices agency (such as the Equal Employment Opportunity Commission), the U.S. Securities and Exchange Commission, the Department of Labor, the Department of Justice, and the Financial Industry Regulatory Authority. However, by accepting the Grant Agreement, the Grantee waives all rights to monetary, injunctive or other personal relief that may result from that process to the maximum extent law permits.

If the Grantee primarily resides in California, the terms in the footnote will apply to Section 7.vi.³

If the Grantee primarily resides in Washington, the terms in the footnote will apply to this Section 7.vi.⁴

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

8. Additional Requirements. The Company reserves the right to impose other requirements on the Award, shares of Common Stock acquired pursuant to the Award, and the Grantee's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Award and the Plan. Without limiting the generality of the foregoing, the Company may require the Grantee to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

9. Alteration/Termination. Under the express terms of this Grant Agreement, the Committee shall have the right at any time in its sole discretion to amend, alter, suspend, discontinue or terminate any RSUs without the consent of the Grantee. Furthermore, if the Company determines in its sole discretion that the Grantee has engaged in conduct that (a) constitutes a breach of this Grant Agreement, the EIPIA or any other confidentiality, non-solicitation, or non-competition agreement with the Company or any Affiliate, (b) results in (or has the potential to cause) material harm financially, reputationally, or otherwise to the Company or any Affiliate or (c) occurred prior to the Grantee's Termination of Employment and would give rise to a Termination of Employment for Cause (regardless of whether such conduct is discovered before or after the Grantee's Termination of Employment), any outstanding RSUs shall be cancelled immediately, and any amounts previously conveyed under this Grant Agreement shall be subject to recoupment. In any event, the RSUs provided under this Grant Agreement shall be further subject to the Company's policy with respect to compensation recoupment, as in effect and amended from time to time. The Grantee agrees that the Company may take any such actions as are necessary to effectuate recoupment or applicable law without

³ If Grantee primarily resides in California, noting in this Grant Agreement will be construed to prohibit Grantee from disclosing information about unlawful acts in the workplace, including, but not limited to, harassment, discrimination or any other conduct Grantee has reason to believe is unlawful.

⁴ If Grantee primarily resides in Washington, noting in this Grant Agreement will be construed to prohibit Grantee from disclosing or discussing conduct Grantee reasonably believes to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, sexual assault or recognized as a clear mandate of public policy or disclosing the existence of a settlement involving any such event or conduct.

further consent or action being required by the Grantee, including issuing instructions to any Third-Party Administrator to (i) hold the Grantee's shares of Common Stock and other amounts acquired under the Plan and/or (ii) reconvey, transfer, or otherwise return such shares of Common Stock and other assets to the Company. Also, the RSUs shall be null and void to the extent the grant of the RSUs or the vesting thereof is prohibited under the laws of the country of residence of the Grantee.

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

granted under the Plan) constitutes an extraordinary item of compensation and is not part of the Grantee's normal or expected compensation for purposes of calculating any severance, retirement, or other benefit rights (unless otherwise expressly provided in an applicable benefit plan).

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

By acknowledging this Grant Agreement, the Grantee acknowledges and confirms that the Grantee has read this Grant Agreement and the Plan (including applicable addenda), and the Grantee accepts and agrees to the provisions therein.
20. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to this or other Awards under the Plan by electronic means. The Grantee hereby consents to receive such documents electronically and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
21. **Global Addendum.** Notwithstanding any provisions in this document to the contrary, the RSUs will also be subject to the special terms and conditions set forth on Appendix A for Grantees who reside outside of the United States. Moreover, if a Grantee is not a resident of any of the countries listed on Appendix A as of the Grant Date, but relocates to one of

the listed countries at any point thereafter, the special terms and conditions for such country will apply to the Grantee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. Appendix A constitutes part of this Grant Agreement.

FORM OF AWARD FOR SECTION 16 OFFICERS

[Logo]

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

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

Grant Date	Option Shares Granted	Option Exercise Price*	Option Expiration Date	Vesting Schedule	
				Number of Option Shares	Vesting Date
February 1, 2023	<<Number>>	\$	February 1, 2033	50%	February 1, 2025
				50%	February 1, 2026

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

1. **Grant.** The Talent, Culture, and Compensation Committee ("Committee") of the Board of Directors of GE HealthCare Technologies Inc. ("Company") has granted an option to purchase the above number of shares of Common Stock to the individual named in this Grant Agreement ("Grantee") subject to the terms of this Grant Agreement ("Option"). Without limiting any condition of this Option award, the award is subject to cancellation and forfeiture if the Grantee does not confirm acceptance within 45 days of the Grant Date. Once vested, the Option entitles the Grantee to purchase from the Company the vested number of shares of Common Stock, each at the Option Exercise Price provided above, in accordance with the terms of this Grant Agreement, the Plan, and any rules, procedures and sub-plans (including country addenda) adopted by the Committee.
2. **Vesting and Expiration Date.** In order for all or part of the Option to become vested, the Grantee must not incur a Termination of Employment from the Grant Date through the applicable Vesting Date listed above. Upon the earlier of the Option Expiration Date and the Grantee's Termination of Employment for any reason, the Option shall be cancelled and forfeited in full (including with respect to any vested but unexercised rights), except as specifically provided below:
 - i. **Death or Disability.** If the Grantee's Termination of Employment is as a result of the Grantee's death or Disability, then (A) any unvested rights under the Option

shall vest and become immediately exercisable as of such Termination of Employment, and (B) all vested rights under the Option (after giving effect to the preceding clause (A)) shall remain exercisable until the Option Expiration Date.

- ii. **Transfer of Business to Successor Employer.** If the Grantee's Termination of Employment occurs as a result of transferring directly to employment with a successor employer in connection with transfer by the Company or Affiliate of a business operation, then (A) any unvested rights under the Option shall vest and become immediately exercisable as of such Termination of Employment, and (B) all vested rights under the Option (after giving effect to the preceding clause (A)) shall remain exercisable only until the earlier of (x) 90 days after such Termination of Employment and (y) the original Option Expiration Date.
- iii. **Termination of Employment for Cause.** If the Grantee's Termination of Employment is for Cause, the Option shall be cancelled immediately (whether vested or unvested) and shall be unexercisable.
- iv. **Other Termination of Employment.** If the Grantee's Termination of Employment occurs for any reason not described, then the unvested portion of the Option shall be cancelled as of such Termination of Employment and the vested portion of the Option shall remain exercisable only until the earlier of (a) 90 days after such Termination of Employment and (b) the original Option Expiration Date.

3. **Notice and Manner of Exercise.** The Grantee may elect to exercise all or part of the Option (to the extent vested) by notifying the Company (through such administrative procedures as it may establish) of the number of shares of Common Stock to be purchased (exercised) and the date or share price upon which such Options shall be exercised. The number of shares of Common Stock delivered shall be reduced to cover the Option Exercise Price and applicable tax withholdings and fees, except as otherwise approved by the Committee or its delegates. Delivery shall be electronic through the brokerage account established by the Company for the Grantee, or in such other medium as is determined by the Company.

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

4. **Reserved.**

5. Data Security and Privacy.

- i. **Data Collection, Processing and Usage.** Personal data collected, processed and used by the Company in connection with Awards granted under the Plan includes the Grantee's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all Awards granted, cancelled, exercised, vested, or outstanding. In granting Awards under the Plan, the Company will collect the Grantee's personal data for purposes of allocating shares of Common Stock in settlement of the Awards and implementing, administering and managing the Plan. The Company collects, processes and uses the Grantee's personal data in compliance with the Company's Employment Data Protection Standards and the Uses of Employment Data for the Company's entities. The Grantee may exercise rights to access, correction, or restriction or deletion where applicable, by contacting the Grantee's local HR manager or initiating a request through www.onehr.ge.com.
- ii. **Administrative Service Provider.** The Company transfers the Grantee's personal data to UBS Financial Services, which assists with the implementation, administration and management of the Plan (the "Third-Party Administrator"). In the future, the Company may select a different Third-Party Administrator and share the Grantee's personal data with another company that serves in a similar manner. The Third-Party Administrator will open an account for the Grantee to receive and trade shares of Common Stock acquired under the Plan. The Grantee will be asked to agree on separate terms and data processing practices with the Third-Party Administrator, which is a condition to the Grantee's ability to participate in the Plan. The privacy policy of the Third-Party Administrator may be reviewed on the UBS Financial Services portal.

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

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

etc., to any external person in connection with employment outside the Company and the Affiliates, including, but not limited to, recruiters and prospective employers. The above restrictions do not apply once a Restricted Person has been formally notified of his or her impending layoff from the Company or any Affiliate.

If the Grantee primarily resides in California, the terms in the footnote will apply to Section 6.i.¹

If the Grantee primarily resides in Washington, the terms in the footnote will apply to this Section 6.i.²

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

¹ If Grantee primarily resides in California, the post-employment obligation in Sections 6.i.(a) and 6.1.(b) will not apply, and the terms of Section 6.i.(c) will be understood to prohibit conduct that involves the misappropriation of trade secret information (or other prohibited conduct), and to prohibit unfair competition under California law.

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

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

- iii. **Compliance with Agreements.** Grantee will comply with and will not breach any contractual obligations Grantee has to the Company or an Affiliate of the Company as defined in the Plan, including, but not limited to, obligations Grantee has not to disclose the Company's or any Affiliate's non-public information. To the extent Grantee is subject to any existing agreements restricting Grantee's ability to compete with the Company or any Affiliate (the "Prior Agreements"), this Grant Agreement will supplement, and not replace or reduce the applicability or enforceability of the Prior Agreements.
- iv. **Relief.** The Grantee agrees that any breach by him or her of the foregoing obligations inevitably would cause substantial and irreparable damage to the Company and the Affiliates for which money damages may not be an adequate remedy. Accordingly, the Grantee agrees that the Company and the Affiliates will be entitled to an injunction and/or other equitable relief, without the necessity of posting security, to prevent the breach of such obligations. The Grantee also agrees to indemnify and hold the Company and the Affiliates harmless from any loss, claim or damages, including, without limitation, all reasonable attorneys' fees, costs and expenses incurred in enforcing its rights under this Grant Agreement, as well as to repay any payments made hereunder (regardless of whether the Option is vested), except to the extent that such reimbursement is prohibited by law.
- v. **Consideration.** The Grantee agrees that the payment and benefits provided for in the Grant Agreement constitute fair and reasonable consideration for Grantee's compliance with this Section 6.
- vi. **Grantee Rights.** Nothing in this Grant Agreement prevents the Grantee from or interferes with the Grantee's rights to file a claim or charge or participate in an investigation or proceeding of a law enforcement authority or government agency, including any state or federal fair employment practices agency (such as the Equal Employment Opportunity Commission), the U.S. Securities and Exchange Commission, the Department of Labor, the Department of Justice, and the Financial Industry Regulatory Authority. However, by accepting the Grant Agreement, the Grantee waives all rights to monetary, injunctive or other personal relief that may result from that process to the maximum extent law permits.

If the Grantee primarily resides in California, the terms in the footnote will apply to Section 6.vi.³

³ If Grantee primarily resides in California, noting in this Grant Agreement will be construed to prohibit Grantee from disclosing information about unlawful acts in the workplace, including, but not limited to, harassment, discrimination or any other conduct Grantee has reason to believe is unlawful.

If the Grantee primarily resides in Washington, the terms in the footnote will apply to this Section 6.vi.⁴

vii. Purpose. The purpose of, and justification for the restrictions in this Section 6 is to ensure the Grantee's conduct remains aligned with the interests of other stakeholders in the business and that Grantee does not engage in conduct that is detrimental to, and inconsistent with the interests of the stakeholders and participants in the Plan if Grantee is going to be provided the opportunity to participate as a stakeholder in the business of the Company and benefit from the growth of the business, either as an Option holder or holder of other equity granted under the Plan.

7. Additional Requirements. The Company reserves the right to impose other requirements on the Award, shares of Common Stock acquired pursuant to the Award, and the Grantee's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the operation and administration of the Award and the Plan. Without limiting the generality of the foregoing, the Company may require the Grantee to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

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

⁴ If Grantee primarily resides in Washington, noting in this Grant Agreement will be construed to prohibit Grantee from disclosing or discussing conduct Grantee reasonably believes to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, sexual assault or recognized as a clear mandate of public policy or disclosing the existence of a settlement involving any such event or conduct.

or the vesting or exercise thereof is prohibited under the laws of the country of residence of the Grantee.

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

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

FORM OF AWARD FOR SECTION 16 OFFICERS**Global Addendum****Global Information for the GE HealthCare Technologies Inc. (“GE HealthCare” or “Company”) 2023 Long-Term Incentive Plan (the “Plan”)****January 2023**

This Addendum provides additional terms and conditions of your grant in Section A and specific additional information that applies to residents of the countries listed below in Section B. Capitalized terms not defined in this Addendum shall have the meaning set forth in the Plan or the GE HealthCare Stock Option Grant Agreement, GE HealthCare Restricted Stock Unit Grant Agreement, or GE HealthCare Performance Stock Unit Grant Agreement (collectively, the “Grant Agreements”), as applicable. References in this Addendum to “UBS Financial Services” shall apply equally to any successor broker designated by the Company, at its discretion. Further, to the extent specified herein, provisions in this Addendum shall apply to stock options (“Options”), restricted stock units (“RSUs”) and performance stock units (“PSUs”, and together with Options and RSUs, “Awards”) granted both on or after the date of this Addendum. The parties acknowledge that it is their express wish that this Addendum, as well as all documents, notices and legal proceeds entered into, given or instituted pursuant hereto or relating directly to indirectly hereto, be provided to them in English.

A. General Provisions Applicable to All Grantees.

You acknowledge that you have received materials describing the Plan and its terms and conditions, and that you understand the description of the Plan and agree to its terms and conditions. Accordingly, you should understand that the grant GE HealthCare is making is subject to the Plan, is unilateral and discretionary, and that GE HealthCare reserves the absolute right to amend and/or discontinue the Plan or the Award at any time without any liability to you. You acknowledge that Award grants under the Plan are occasional and that receipt of a given grant does not create any contractual or other right to receive future grants or benefits in lieu of Awards, even if Awards have been granted repeatedly in the past. Further, you understand and freely accept that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary grant since the future value of the Awards and underlying shares is unknown and unpredictable.

You acknowledge and accept that taking part in the Plan is outside the terms of your regular employment and is not part of normal or expected compensation for any purpose, including, but not limited to, calculating severance, resignation, termination, redundancy or similar payments. This invitation to participate in the Plan and any subsequent acquisition of shares does not establish a labor relationship between you and GE HealthCare, and it does not establish any rights between you and your employer. You also acknowledge that the

termination of your employment under any circumstances will not give you any claim or right of action against GE HealthCare or its Affiliates with respect of any loss of any Award or other benefit under the Plan.

You also acknowledge that the tax and legal rules that apply to the Plan may change from time to time and that GE HealthCare is not responsible for providing updated tax information to you. You should understand that there may be personal tax payment and reporting obligations that could result from the grant, vesting, and exercise of Awards and the sale of shares and the payment of any dividends or dividend equivalent payments that you receive through the Plan. Please note that GE HealthCare is not providing tax or regulatory advice and you should discuss potential tax or regulatory issues with your personal advisor. You further understand that neither GE HealthCare nor any of its Affiliates are responsible in any circumstance for your individual tax, foreign exchange control or other legal obligations arising from your participation in this Plan. Prior to the applicable taxable event, you shall pay or make adequate arrangements satisfactory to GE HealthCare and/or your employer to satisfy all withholding (including income tax, social insurance contributions, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items")) and payment on account obligations of GE HealthCare and/or your employer. In this regard, you authorize GE HealthCare and/or your employer to withhold all applicable taxes legally payable by you from your wages or other cash compensation paid to you by GE HealthCare and/or your employer or from proceeds of the sale of shares sold on your behalf and at your direction pursuant to this authorization. In addition, you authorize GE HealthCare and/or your employer to withhold applicable taxes by withholding in shares issuable to you pursuant to the Award. If the obligation for taxes is satisfied by withholding a number of whole shares as described herein, you will be deemed to have been issued the full number of shares subject to the Award, notwithstanding that a number of the shares is held back solely for the purpose of paying the applicable taxes. Further, if you have become subject to tax (including, without limitation, social security contributions or the like) in more than one jurisdiction between the date of grant and the date of any relevant taxable event, you acknowledge that GE HealthCare and/or your employer (or former employer, as applicable) may be required to withhold or account for (including report) Tax-Related Items in more than one jurisdiction. You agree to hold GE HealthCare and/or your employer (or former employer, as applicable) harmless in this respect.

You authorize GE HealthCare and your employer to deliver information about the Plan to you electronically through email or other web-based or electronic information delivery systems. You further authorize future Plan transactions to occur electronically through web-based or electronic systems or through other designated means.

If you are granted Options under the Plan, you understand that you are prohibited from tendering any other shares you may hold to pay the exercise price of the Option.

You understand that the Grant Agreements are interpreted and construed in accordance with the laws of the State of Delaware and applicable federal law, including securities laws. In the event such laws cannot apply, local law will apply.

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

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

B. Country Specific Provisions.

Algeria

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

Argentina

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

Australia

Please consult the Australia Addendum and Offer Documents for Options and RSUs (which have been provided to you separately, as applicable) for additional terms and information applicable to your grant.

Bangladesh

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

Belgium

Please consult the Belgium Addendum for additional terms applicable to your Options.

Brazil

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

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

Canada

Any forfeitures of Awards under the Grant Agreement upon an involuntary termination of employment must occur in accordance with minimum standards employment legislation, if applicable.

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

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

For Residents of Quebec:

The parties acknowledge that it is their express wish that this Addendum, as well as all documents, notices and legal proceeds entered into, given or instituted pursuant hereto or relating directly to indirectly hereto, be provided to them in English.

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

Chile

Neither the Company nor the shares that you may receive pursuant to your Awards are registered with the Registry of Securities or under the control of the Chilean Superintendence of Securities.

China

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

Also, due to local legal requirements, shares acquired through RSU or PSU vesting must be maintained in the UBS Financial Services account until the shares are sold through UBS Financial Services with the net sales proceeds being paid to you through your current or most recent PRC employer. As a condition of the grant of RSUs or PSUs, to the extent that you hold any shares on the date that is six-months after the date of your termination of active employment with GE HealthCare and its subsidiaries and Affiliates, you authorize UBS Financial Services (or any successor broker designated by GE HealthCare) to sell such shares on your behalf at that time or as soon as is administratively practical thereafter. It, however, remains your responsibility to ensure that such shares are sold by such six-month deadline, and you acknowledge and agree that GE HealthCare is not responsible or liable for ensuring any particular price received in connection with the sale of such shares.

Under local law, you are required to repatriate to China the proceeds from your participation in the Plan, including proceeds from cashless option exercises, the sale of shares acquired through RSU or PSU vesting and any dividends or dividend equivalents paid to you in relation to RSUs or PSUs through a special exchange control account established by GE HealthCare or one of its subsidiaries or Affiliates in China. You hereby agree that any proceeds from your participation in the Plan may be transferred to such special account prior to being delivered to you through your current or most recent PRC employer. Further, if the proceeds from your participation in the Plan are converted to local currency, you acknowledge that the Company (including its subsidiaries and Affiliates) are under no obligation to secure any currency conversion rate, and may face delays in converting the proceeds to local currency due to exchange control restrictions in China. You agree to bear the risk of any currency conversion

rate fluctuation between the date that your proceeds are delivered to the special exchange control account and the date of conversion of the proceeds to local currency.

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

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

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

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

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

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

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

Colombia

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

Czech Republic

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

Denmark

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

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

Ethiopia

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

European Economic Area

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

France

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

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

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

Germany

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

"During the Grantee's employment with the Company or its Affiliate, and for the one-year period following termination of such employment (the "Restriction Period"), the Grantee will not, without prior written approval from the Committee (a) whether on his or her own behalf or in conjunction with any other person or third party, directly or indirectly solicit or encourage any person who is a Lead Professional Band or higher employee of the Company or any of its Affiliates (a "Restricted Person") to terminate his or her employment relationship with, or accept any other employment outside of, the Company and its Affiliates; (b) recommend or cause a Restricted Person to be hired by an entity for which the Grantee works, or with which the Grantee is otherwise associated or owns more than a 1% ownership interest, any person who is, or

was within one year before or after the Grantee's termination of employment with the Company and its Affiliates, a Restricted Person; or (c) provide any non-public information regarding any Restricted Person, including, but not limited to, compensation data, performance evaluations, skill sets or qualifications, etc., to any external person in connection with employment outside the Company and its Affiliates, including, but not limited to, recruiters and prospective employers. Except for the data related restrictions which apply indefinitely, the non-solicitation restrictions set forth above do not apply once a Restricted Person has been formally notified of his or her impending layoff from the Company or any of its Affiliates."

Hong Kong

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

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

Hungary

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

India

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

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

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

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

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

Indonesia

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

Ireland

If you are director, shadow director or secretary of an Irish subsidiary of GE HealthCare who owns more than a 1% interest in GE HealthCare, you are subject to certain notification requirements under the Companies Act, 1990. Among these requirements is an obligation to notify the secretary of the Irish subsidiary in writing when you receive an interest (e.g., Options or shares) in GE HealthCare and the number and class of shares or rights to which the interest relates. In addition, you must notify the Irish subsidiary when you sell shares acquired through the exercise of Options or pursuant to any other Award granted under the Plan. You must notify the secretary of the Irish subsidiary of the acquisition or disposal of an interest in shares within five days following the day of acquisition or disposal of the interest in shares. These notification requirements also apply to any rights or shares acquired by your spouse or children under the age of 18.

Israel

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

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

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

Italy

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

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

Malaysia

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

Mexico

In accepting the Awards granted under the Plan, you expressly recognize that GE HealthCare, with registered offices at 500 W. Monroe Street, Chicago, IL 60661 U.S.A., is solely responsible for the administration of the Plan and that your participation in the Plan and your acquisition of shares does not constitute an employment relationship between yourself and GE HealthCare since you are participating in the Plan on a wholly commercial basis and your sole employer is the applicable GE HealthCare Affiliate in Mexico ("GE HealthCare-Mexico"). Based on the foregoing, you expressly recognize that the Plan and the benefits that you may derive from your participation in the Plan do not establish any rights between yourself and your employer, GE HealthCare-Mexico, and do not form part of the employment conditions and/or benefits provided by GE HealthCare-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment.

Al aceptar los premios bajo el Plan, usted expresamente reconoce que GE HealthCare, con sus oficinas registradas en 500 W. Monroe Street, Chicago, IL 60661 U.S.A., es el único responsable de la administración del Plan y que su participación en el Plan y su adquisición de acciones no constituyen una relación de empleo entre usted y GE HealthCare. Usted está participando en el Plan a nivel comercial y su único empleador es la compañía correspondiente afiliada a GE HealthCare en México ("GE HealthCare-México"). Basado en lo anterior, usted expresamente

reconoce que el Plan y los beneficios que le corresponden a usted por su participación en el Plan no establecen derechos entre usted y su empleador, GE HealthCare-México, y no forman parte de las condiciones de empleo ni de los beneficios otorgados a usted por GE HealthCare-México. Cualquier cambio en el Plan o la suspensión del mismo no constituye un cambio ni un impedimento de sus términos y condiciones de empleo.

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

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

In addition, the Grantee agrees that during the Restriction Period, the Grantee will not, without prior written approval from the Committee, whether directly or indirectly, perform activities or services in the Restricted Area for any Competitive Company which: (a) are similar in nature to the activities and services the Grantee performed for the Company or its Affiliate (or gained confidential information about, as described in the Employee Innovation and Proprietary Information Agreement or "EIPIA") during the last two years of Grantee's employment; and/or (b) will include Grantee working on products or services that are competitive with the products or services the Grantee worked on during the last two years of Grantee's employment with the Company or its Affiliate. The term "Competitive Company" means any company or other third

party that provides products and services that are competitive with the Company or its Affiliates. The term "Restricted Area" means for any Grantees in the Executive Band on the Grant Date, the area in which the Grantee is performing the majority of his or her duties for the Company, and for Grantees in the Executive Director and above Bands on the Grant Date, the country in which the Grantee is based, in each case where the Company or its Affiliate has substantial business operations as of Grantee's termination of employment and in which the Grantee has provided services, had a material presence or influence, or received confidential information about (as described in the EIPIA and any other confidentiality agreements signed by Grantee) at any time during the last two years of the Grantee's employment with the Company or its Affiliate. The Grantee understands and agrees that, given the nature of the business of the Company and its Affiliates and the Grantee's position with the Company or its Affiliate, the foregoing Restriction Period and Restricted Area are reasonable and appropriate to protect the Company's legitimate business interests and goodwill.

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

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

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

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

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

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

Morocco

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

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

Mozambique

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

New Zealand

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

1. The Company's most recent annual report

Once filed, this can be found at

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

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

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

Warning

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

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

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

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

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

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

Pakistan

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

Poland

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

Portugal

Securities Law Information. The addendum for the EU, attached hereto as Appendix A, does not apply to your grant of Awards because the grant is not being made pursuant to the employee share scheme exemption under the EU Prospectus Regulation.

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

Russia

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

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

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

Saudi Arabia

This document, and any other document relating to the offer of Awards under the Plan, may not be distributed in the Kingdom except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, or of any other document relating to the offer of Options or RSUs under the Plan, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document, the Plan or any other document relating to the offer of Awards under the Plan. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document or any other document relating to the offer of Awards under the Plan, you should consult an authorized financial adviser.

Singapore

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

South Africa

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

Spain

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

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

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

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

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

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

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

In consideration for the post-contractual non-solicitation undertakings assumed by the Grantee pursuant to this Section of the Grant Agreement and/or in any existing non-competition agreement with the Company or any of its

affiliates, the Grantee will receive adequate compensation, which will consist of the economic gain that the Grantee will obtain from the Award (including any related cash amounts).

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

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

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

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

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

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

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

Sweden

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

Switzerland

The grant is considered a private offering in Switzerland and is not subject to registration in Switzerland.

United Arab Emirates

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

United Kingdom

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

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

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

"During the Grantee's employment with the Company or its Affiliate, and for the one-year period following termination of such employment (reduced by any period the Grantee spends on garden leave) (the "Restriction Period"), the Grantee will not, without prior written approval from the Committee: in the course of any business concern which is in competition with those parts of the Company's or any of its Affiliates' business with which the Grantee was involved to a material extent in the 12 months before termination of his or her employment ("Restricted Business") (a) whether on his or her own behalf or in conjunction with any other person or third party, directly or indirectly solicit or encourage any person who is a Lead Professional Band or higher employee of the Company or any of its Affiliates who could materially damage the Company's or any of its Affiliates' interests if they were involved in any business concern which competes with any Restricted Business and with whom the Grantee dealt in the 12 months before termination of his or her employment (a "Restricted Person") to terminate his or her employment relationship with, or accept any other employment outside of, the Company and its Affiliates; (b) directly hire, or recommend or cause to be hired by an entity for which the Grantee works, or with which the Grantee is otherwise associated or owns more than a 1% ownership interest, any Restricted Person; or (c) provide any non-public information regarding any Restricted Person, including, but not limited to, compensation data, performance evaluations, skill sets or qualifications, etc., to any external person in connection with employment outside the Company and its Affiliates, including, but not limited to, recruiters and prospective employers. The above restrictions do not apply once a Restricted Person has been formally notified of his or her impending layoff from the Company or any of its Affiliates.

In addition, the Grantee agrees that during the Restriction Period, the Grantee will not, without prior written approval from the Committee, whether directly or indirectly, perform activities or services in the Restricted Area for any Competitive Company which: (a) are similar in nature to the activities and services the Grantee performed for the Company or its Affiliate (or gained confidential information about, as described in the Employee Innovation and Proprietary Information Agreement or "EIPIA") during the last two years of Grantee's employment; and/or (b) will include Grantee working on products or services that are competitive with the products or services the Grantee worked on during the last two years of Grantee's employment with the Company or its Affiliate. The term "Competitive Company" means any company or other third

party that provides products or services that are competitive with the Company or its Affiliates. The term "Restricted Area" means for Grantees in the Executive Band, the area in which the Grantee is performing the majority of his or her duties for the Company, and for Grantees in the Executive Director and above Bands, the country in which the Grantee is based, in each case where the Company or its Affiliate has material business operations as of Grantee's termination of employment and in which the Grantee has provided services, had a material presence or influence, or received confidential information about (as described in the EIPIA and any other confidentiality agreements signed by the Grantee) at any time during the last two years of the Grantee's employment with the Company or its Affiliate. The Grantee understands and agrees that, given the nature of the business of the Company and its Affiliates and the Grantee's position with the Company or its Affiliate, the foregoing Restriction Period and Restricted Area are reasonable and appropriate to protect the Company's legitimate business interests and goodwill.

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

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

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

Venezuela

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

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

Vietnam

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

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

- (i) To facilitate compliance with applicable exchange control requirements, in the Company's sole discretion, the shares issued upon vesting of the RSUs may be required to be sold, either on or about the vesting date, or within 90 calendar days following the termination of your active employment with GE HealthCare and its subsidiaries and Affiliates. Thus, by your acceptance of the RSUs or PSUs and the shares issued upon vesting of the RSUs, you agree to the sale of any such shares as set forth in the preceding sentence and you authorize UBS Financial Services (or any successor broker designated by GE HealthCare) to complete any such required sale.
- (ii) If, in the Company's discretion, shares issued upon vesting of the RSUs or PSUs are not sold on or about the vesting date, you understand and agree that you must maintain the shares in your UBS Financial Services account until the shares are sold through UBS Financial Services.
- (iii) Finally, under local law, you are required to repatriate to Vietnam the cash proceeds you receive from cashless Option exercises and the sale of shares acquired through RSU or PSU vesting. In the Company's discretion, such repatriation of proceeds may occur through an account established by the Company, or a subsidiary or Affiliate of the Company. By accepting Awards under the Plan and any shares issued pursuant to such Awards, you consent and agree that your cash proceeds under the Plan may be transferred to such account prior to being delivered to you.

U.S. Estate Tax

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

Appendix A

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

Introduction

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

Reasons for the Offer

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

Details of the Offer

Options

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

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

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

There is no minimum number of Options that must be granted at one time. Options over shares of GE HealthCare Common Stock will not be granted in excess of the available share

limitations set forth in Section V of the Plan. You may sell or transfer any shares of GE HealthCare Common Stock that you acquire through the exercise of your Options at any time.

RSUs

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

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

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

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

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

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

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

PSUs

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

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

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

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

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

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

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

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

Who can take part?

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

Nature of the Securities Offered

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

Rights Attached to the shares

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

Dividends – When GE HealthCare announces its financial results, it may decide to give a portion of its profits back to shareholders in the form of dividends.

Voting – As a shareholder, you will be entitled to vote at GE HealthCare’s general meetings where each of your shares will count as one vote.

Information Reporting – As a shareholder, you will have the right to receive certain information from GE HealthCare such as the GE HealthCare’s annual report to shareholders.

Exemption from the Prospectus Regulation

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

Information on the Issuer

The issuer of the common stock that is offered under the Plan is GE HealthCare Technologies Inc., whose common stock is traded on Nasdaq under the ticker symbol “GEHC.” The Company’s current address is 500 W. Monroe Street, Chicago, Illinois, 60661 U.S.A. Additional information on the issuer can be found on its website at www.gehealthcare.com. The GE HealthCare website also includes a page where information can be obtained on the stock price of GE HealthCare.

Details of the filings made by the GE HealthCare Technologies Inc. with the U.S. Securities and Exchange Commission (the “SEC”) are available on the SEC website (www.sec.gov) on

the Company's investor relations website (<https://investor.gehealthcare.com/financial-information/sec-filings>). You can also request copies of the filings from:

GE HealthCare Technologies Inc. Executive Compensation Administration
GEHC.Equity@ge.com

Information on the Plan

Requests for information about the Plan should be sent to:

GE HealthCare Technologies Inc. Executive Compensation Administration
GEHC.Equity@ge.com

Validity Date

This information document is valid for a period of 12 months, i.e., until January 4, 2024.

Issuer Statement

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

Mark Russert
Head of Global Total Rewards

Appendix B

GDPR Notice for Participants in the EU and UK

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

Dear Participant:

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

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

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

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

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

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

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

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

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

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

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

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

Contact: If you have any questions concerning this Notice, you should contact GE HealthCare Technologies Inc. Executive Compensation Administration by sending an email to GEHC.Equity@ge.com.

One GE HealthCare Annual Bonus Plan

(effective January 1, 2023)

I. Purpose

The Plan is an annual performance-based bonus plan that incentivizes and rewards eligible employees of the Company for delivering on the Company's financial, operating and strategic goals during a Plan Year. The Plan supersedes the terms of prior annual bonus plans, including the Annual Executive Incentive Plan and the GE HealthCare One Bonus Plan.

II. Eligibility

The Company has the sole discretion to determine who is eligible to participate in the Plan. It is expected, however, that the following principles shall apply.

Eligibility shall be limited to employees who (i) are assigned to an eligible role and/or level in a participating country, (ii) are compensated through the Company's payroll; (iii) do not participate in any other bonus program offered by the Company, including but not limited to profit-sharing and sales incentive compensation programs or plans, unless required by local law; and (iv) receive, and acknowledge receipt of, an annual written notification of their eligibility from the Company. In order to be paid a bonus under the Plan, employees must continue to meet the Active Employment Requirement.

The Active Employment Requirement is waived in the following situations for otherwise eligible employees who:

- (1) are newly hired or promoted into an eligible position before October 1 of the Plan Year; or
- (2) terminate employment prior to the date awards are paid for the Plan Year due to death, Retirement or layoff/redundancy, so long as the employee was actively employed in an eligible position for a minimum of 90 days during the Plan Year;

In its sole discretion, the Company may waive the Active Employment Requirement in any case it deems appropriate, for an eligible employee who remained employed as an eligible employee for a minimum of 90 days during the Plan Year. For example, the Active Employment Requirement could be waived for otherwise eligible employees who:

- (1) are on an approved leave of absence during the Plan Year;
- (2) become ineligible to participate in the Plan during the Plan Year as the result of a transfer to a nonparticipating affiliate or to an ineligible position.

Any awards made in connection with a waiver of the Active Employment Requirement shall be prorated for the applicable Plan Year based on service by dividing the number of days worked in the applicable Plan Year by 365.

Any payment made to a former or exiting employee due to a waiver of the Active Employment Requirement (other than due to death) is contingent on the employee signing and not revoking a general release of claims in a form provided by the Company, unless otherwise required by local law.

Except as noted below, payments made to individuals below the Executive Band who have left the Company during the Plan Year (up to and including a last day of employment of December 31) due to death, Retirement or layoff/redundancy will be calculated as a percentage, to be determined annually by the Company, of the individual's pro-rated target and will not be changed, once paid, either up or down, based on actual total year results. Such payments will be made as soon as practicable following the individual's last day of employment with the Company or, when a release is required, following the effective date of the release. As with its general reservation of rights and discretion, the Company reserves the right to change this percentage on a prospective basis by communicating a change where this document is posted.

Payments to individuals in the Executive Band and above will be calculated based on actual Company, Business and Individual Performance Factors, and will be made at the normal time bonus payments are made to active employees, unless otherwise required by local law.

An otherwise eligible employee who gives notice of his or her intention to resign prior to payment of an award is ineligible to receive an award under this Plan.

Receipt of an award for one Plan Year does not create a right to an award for any other Plan Year. All awards (including the amounts thereof) are made at the sole discretion of the Company, regardless of Individual, Company or Business performance.

III. Awards

Each year, the Company shall determine and communicate that year's bonus plan specifics, which shall be described to eligible employees in writing. The Company reserves the sole discretion to change the formula, metrics, Company, Business and Individual Performance Targets from Plan Year to Plan Year and within a Plan Year.

Company and Business Performance Targets

At the beginning of each Plan Year, the Board will set the Company's financial, operating, and strategic goals. Based on the Company's goals, the Committee will select the Company's Performance Targets and, if applicable, any Business Performance Targets and/or Individual Performance Targets for the Plan Year.

Transfers In/From and Within Plan

If an employee moves from one job level to a higher or lower job level with different Individual Targets under this Plan, their Individual Target for the Plan Year will be pro-rated based on the number of days in the Plan Year at each level/Individual Target.

If an employee moves from an ineligible role to an eligible role or from an eligible role to an ineligible role, their bonus will be pro-rated for the number of days in the Plan Year in an eligible role, as long as the employee has been in the eligible role for at least 90 days in the Plan Year.

If an employee moves from one Business to another during the Plan Year, their Bonus Performance Group will be as follows:

Effective Date of Change	Bonus Performance Group
In Q1 or Q2	Bonus Performance Group For New Business
In Q3 or Q4	Bonus Performance Group For Original Business

Company and Business Performance Factors

After the end of the Plan Year, the Committee will assess the Company's performance against the Company Performance Targets, qualitative performance in risk management, compliance and other areas and consider other relevant impacts on performance, including without limitation, the impact of external market conditions and Company transaction activity. This assessment is used by the Committee to determine the Company Performance Factor. The Committee will make the same assessment for any Business that was assigned Business Performance Targets to set a Business Performance Factor for each such Business.

Bonus Pool

The maximum bonus pool for any Plan Year will be set based on the sum of Individual Targets for eligible employees, as adjusted for the Company and Business Performance Factors attributable to each eligible employees' Bonus Performance Group.

Individual Performance Factor

The Committee in its discretion may establish for any Plan Year design Individual Performance Targets for some or all eligible employees. The Committee or its authorized delegate will assess an eligible employees' individual performance against his or her Individual Performance Targets and consider other relevant impacts on performance to set the employee's Individual Performance Factor. No bonus payable for any Plan Year based on Individual Performance Factors will increase the maximum bonus pool for the Plan Year, unless approved by the Committee.

Other Adjustments

The Company retains complete discretion to further adjust the award amount for any individual for any reason (except that, for the avoidance of doubt, the Committee shall retain any discretion that is not delegated as described in Section V). For example, the Company may modify award levels to address internal and external factors related to individual, Business and Company performance and current and future projected business conditions, including without limitation factors such as internal parity, industry trends and market competitiveness, retention, dispute resolution and discipline.

IV. Payment of Awards

Awards under the Plan will be reviewed and approved by the Company following the end of the Plan Year. All individual awards are subject to review by successively higher levels of senior management, and review and approval by the Committee for Executive Officers.

All approved awards will be paid as soon as practicable after such review, but in any event not later than March 15 of the year following the Plan Year (or such other dates for participating countries outside of the United States as the Company may determine). Any approved awards in the United States paid during the year following the Plan Year but after March 15 of that year are subject to Section 409A of the Code. In the event an award is subject to Section 409A of the Code, the specified payment date for such award shall be March 15 of the year following the Plan Year. Any payment made to a former or exiting employee due to a waiver of the Active Employment Requirement in the U.S. will be paid in cash on the later of the 90th day following (i) for employees below the Executive Band, the employee's termination, provided that a release as provided in Section II has been executed and the applicable revocation period has expired by such date, and (ii) for employees in the Executive Band and above, the date bonus payments are made to active employees.

Subject to Sections VIII and X, under no circumstances will an individual's award under the Plan be considered final unless and until after it is calculated, determined, and paid to the individual, and all other conditions are satisfied. The Committee may determine, at its discretion, that in lieu of cash payments, payment of any bonus be made in the form of restricted stock or restricted stock units or in any combination of cash or stock awards under the Company's 2023 Long-Term Incentive Plan to the extent permitted under Section 409A of the Code. Awards paid in cash will be issued via Company payroll (in the employee's local currency) and are subject to all applicable payroll deductions and tax withholdings. If an employee changes currency after the Plan Year and before payment, payment will be made in the current local currency using the Company Treasury rate for the fourth quarter of the Plan Year.

When local law requires participation in a profit-sharing plan, any payment under this Plan will be reduced by the amount of payment under the local profit-sharing plan and if the payout under a profit-sharing plan is greater than the payment would be under this Plan, there will be no payment under this Plan, subject to local law.

To the extent permitted under applicable law, in the event that an individual receives an overpayment or otherwise owes the Company money which has not been repaid during the course of or at the conclusion of employment with the Company, the Company reserves the right to adjust any award under the Plan by the amount of the overpayment or to otherwise recover the overpayment by any lawful means. If such deductions are insufficient, the employee will be required to reimburse the Company for the balance, unless expressly waived in writing by the Company.

V. Administration and Interpretation

The Plan shall be administered by the Committee and any authorized delegate, who shall have the full power to construe and interpret the Plan in its sole discretion, including exercising any and all authority and responsibility given to the Company in this document. The place of administration of the Plan shall be deemed within the State of Delaware. The Plan shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law provisions therein, to the extent permissible under applicable local law.

Awards are intended to be exempt from Section 409A of the Code. The Plan shall be administered and interpreted in a manner consistent with such intent, including in a manner that avoids the imposition of penalties under Section 409A. To the extent Section 409A applies, the Plan shall be construed and administered consistently with the requirements thereof to avoid taxes thereunder. If, upon separation from service, an employee is a "specified employee" within the meaning of Section 409A of the Code, any payment under this Plan that is subject to Section 409A and would otherwise be paid within six months after the individual's separation from service will instead be paid in the seventh month following the employee's separation from service to the extent required by Section 409A of the Code. Each recipient of awards under the Plan (and not the Company) shall be solely responsible for the recipient's own tax liability with respect to such benefits (including imputed income), without regard to the amount withheld or reported to the Internal Revenue Service. The amount withheld shall be determined by the Company. Nothing in this Plan shall be interpreted or construed to transfer any liability for any tax (including a tax or penalty due as a result of a failure to comply with Section 409A of the Code) from any employee, employee's spouse, beneficiary, or estate to any other individual or entity.

Without limiting the foregoing, the Committee shall have the power to:

- (1) determine who is eligible to participate in the Plan;
- (2) determine whether to waive the Active Employment Requirement for any individual;
- (3) determine Individual Targets;
- (4) establish the Company Performance Target;
- (5) determine the Company Performance Factor;
- (6) adjust the Company Performance Target and/or Company Performance Factor to reflect extraordinary or unusual events;
- (7) Take the steps in (4) – (6) above for any Business Performance Targets, Business Performance Factors and Individual Performance Targets and, for Executive Officers, Individual Performance Factors;
- (8) otherwise determine the amount of awards consistent with the terms of the Plan, including establishing, as it deems appropriate, a minimum bonus pool for a Plan Year; and

(9) establish or amend any rules or administrative procedures necessary or appropriate for Plan administration.

The Committee may delegate its authority and responsibility under the Plan, except with respect to the determination of (i) awards for Executive Officers and/or (ii) steps (4) – (9) above. Accordingly, the Chief Executive Officer or the Chief People Officer, or the delegate of either, may exercise the Committee authority and responsibility under the Plan with respect to items 1 – 3 above, and to determine Individual Performance Factors, both for individuals who are not Executive Officers.

Nothing contained in the Plan shall be interpreted or construed as a promise of employment by the Company for the Plan Year, or any other time period, or a guarantee of payment of an award.

VI. Severability

The Plan (including any rules or administrative procedures established hereunder) represents the full and complete understanding between the Company and eligible employees with regard to terms of the Plan and any awards hereunder. The terms of the Plan (including any rules or administrative procedures) shall control in the event of inconsistencies with any other Company documents or any statements made by Company employees concerning the Plan.

If a final determination is made by a court of competent jurisdiction (or duly assigned arbitrator) that any provision contained in the Plan is unlawful, the Plan shall be considered amended in that instance to apply to such extent as the court/arbitrator may determine to be enforceable, but only to the extent consistent with the original intent of the drafter. Alternatively, if such a court/arbitrator finds that any provision contained in this Plan is unlawful -- and that provision cannot be amended, consistent with the original intent of the drafter, so as to make it lawful -- such finding shall not affect the effectiveness of any other provision of this Plan.

VII. Non-Assignability and Accounting

The right to any awards or any other rights under the Plan, are not assignable in any manner whatsoever (except to the extent of beneficiary designations made pursuant to established administrative procedures). No employee may create a lien or any other encumbrance on any present or future interest he or she may have under the Plan.

VIII. Additional Limitations (Clawbacks)

The Company reserves the right to claw back amounts paid under this Plan or to reduce an employee's ability to earn additional amounts under this Plan if it determines the Employee has engaged in misconduct (in the current or any prior plan year), including but not limited to misconduct that violates any of the Company's policies, including without limitation sales policies and relevant laws.

The Plan will be administered in compliance with Section 10D of the Securities Exchange Act of 1934, as amended, any applicable rules or regulations promulgated by the Securities and Exchange Commission or any national securities exchange or national securities association on which shares of the Company may be traded, and any Company policy adopted with respect to compensation recoupment, to the extent the application of such rules, regulations and/or policies is permissible under applicable local law and Section 409A of the Code. This Section VIII will not be the Company's exclusive remedy with respect to such matters.

IX. Amendment & Termination

The Plan is offered at the sole discretion of the Company, which reserves the right to modify, adjust, change, or terminate the Plan at any time and for any reason. Any amounts that have been paid under the Plan are subject to modification, adjustment, change or termination only as described in Section VIII.

X. Dispute Resolution

Questions or concerns related to the Plan or any Plan awards should be addressed to the employee's Human Resources Manager or the Company's Total Rewards leader. Any formal employee-initiated dispute relative to the Plan or awards will be addressed pursuant to the Company's then current applicable internal grievance or alternative dispute resolution program, including any final and binding arbitration procedure, consistent with applicable laws and regulations.

XI. Definitions

Active Employment Requirement:

The "Active Employment Requirement" will be satisfied if an eligible employee is actively employed for the entire Plan Year and through the date in the following year that awards are paid under the Plan.

Board:

"Board" means the Board of Directors of the Company.

Bonus Performance Group:

A "Bonus Performance Group" will be determined by the Company for each eligible employee based on a combination of the Company Performance Targets and any relevant Business Performance Targets and their relative weighting.

Business:

"Business" means a business segment, function, region or lower-tier organization within a segment, function or region.

Business Performance Targets:

“Business Performance Targets” means any Business performance targets established by the Committee for a Plan Year for relevant Businesses, including a threshold, target and maximum level of performance for, associated payout ranges for, and the appropriate weight for each Business Performance Target.

Code:

“Code” means the Internal Revenue Code of 1986, as amended.

Committee:

“Committee” means the Talent, Culture, and Compensation Committee of the Board.

Company:

“Company” means GE HealthCare Technologies Inc. and any affiliates (companies or business entities in which GE HealthCare Technologies Inc. has a 50% or more interest) designated by the Committee or its delegate to participate in the Plan.

Company Performance Targets:

“Company Performance Targets” for a Plan Year means the company performance targets established by the Committee, including a threshold, target and maximum level of performance for, associated payout ranges for, and the appropriate weight for each Company performance target.

Effective Date:

The “Effective Date” of the Plan is January 1, 2023.

Executive Officer:

“Executive Officer” includes the chief executive officer of the Company and any other persons who report solely to the chief executive officer of the Company, other than those with primarily administrative functions.

Individual Performance Targets:

The Committee or its delegate may establish an “Individual performance target” in any Plan Year for some or all of the eligible employees, based on criteria such as individual and/or team performance, leadership, risk management, compliance, integrity and other factors.

Individual Target:

Each eligible employee shall be assigned an “Individual Target” for the Plan Year based on the eligible employee’s role and/or job level and country assignment which shall be

equal to a percentage of the eligible employee's base salary as of December 31 of the Plan Year.

Performance Factors:

"Performance Factor" means the Company Performance Factor, the Business Performance Factor or an Individual Performance Factor, as applicable, as determined by the Committee or its delegate after assessing Company or Business performance for individual performance, against Company Performance Targets, Business Performance and Individual Performance Targets, as applicable.

Plan:

"Plan" means the One GE HealthCare Annual Bonus Plan. This Plan replaces the plans formerly known as the Annual Executive Incentive Plan ("AEIP") and the GE Healthcare One Bonus Plan.

Plan Year:

"Plan Year" means the calendar year.

Retirement:

"Retirement" under this Plan shall mean separating from service with the Company on or after attainment of (i) age 60 and completion of five years of continuous employment, or (ii) age 55 and completion of ten years of continuous employment. Continuous employment under this Plan means continuous employment with the Company. If retirement at an earlier age than (i) or (ii) above is mandatory under applicable law, retirement shall mean the mandatory retirement date and completion of five years of continuous employment.