

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 For the quarterly period ended March 31, 2023

or

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 For the transition period from \_\_\_\_ to \_\_\_\_ Commission file number 001-41528



GE HEALTHCARE TECHNOLOGIES INC. (Exact name of registrant as specified in its charter)

Delaware

88-2515116

(State or other jurisdiction of incorporation or organization)

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

500 W. Monroe Street, Chicago IL

60661

(Address of principal executive offices)

(Zip Code)

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

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

Table with 3 columns: Title of each class, Trading Symbol(s), Name of each exchange on which registered. Row 1: Common stock, par value \$0.01 per share, GEHC, The Nasdaq Stock Market LLC

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

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

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

- Large accelerated filer [ ] Accelerated filer [ ]
Non-accelerated filer [X] Smaller reporting company [ ]
Emerging growth company [ ]

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

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

There were 454,677,236 shares of common stock with a par value of \$0.01 per share outstanding as of April 18, 2023.

## Table of Contents

	<b>Page</b>
<b>Forward-Looking Statements</b>	<b><a href="#">3</a></b>
<b>Part I. Financial Information</b>	
<b>Item 1.</b> Condensed Consolidated and Combined Financial Statements (Unaudited)	
Condensed Consolidated and Combined Statements of Income	<a href="#">5</a>
Condensed Consolidated and Combined Statements of Comprehensive Income	<a href="#">6</a>
Condensed Consolidated and Combined Statements of Financial Position	<a href="#">7</a>
Condensed Consolidated and Combined Statements of Changes in Equity	<a href="#">8</a>
Condensed Consolidated and Combined Statements of Cash Flows	<a href="#">9</a>
Notes to the Condensed Consolidated and Combined Financial Statements (Unaudited)	<a href="#">10</a>
<b>Item 2.</b> Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”)	<a href="#">28</a>
<b>Item 3.</b> Quantitative and Qualitative Disclosures about Market Risk	<a href="#">40</a>
<b>Item 4.</b> Controls and Procedures	<a href="#">41</a>
<b>Part II. Other Information</b>	
<b>Item 1.</b> Legal Proceedings	<a href="#">41</a>
<b>Item 1A.</b> Risk Factors	<a href="#">41</a>
<b>Item 2.</b> Unregistered Sales of Equity Securities and Use of Proceeds	<a href="#">41</a>
<b>Item 3.</b> Defaults Upon Senior Securities	<a href="#">41</a>
<b>Item 4.</b> Mine Safety Disclosures	<a href="#">41</a>
<b>Item 5.</b> Other Information	<a href="#">41</a>
<b>Item 6.</b> Exhibits	<a href="#">42</a>
<b>Signatures</b>	<b><a href="#">43</a></b>

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## FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements. These forward-looking statements might be identified by words, and variations of words, such as “will,” “expect,” “may,” “would,” “could,” “plan,” “believe,” “anticipate,” “intend,” “estimate,” “potential,” “position,” “forecast,” “target,” “guidance,” “outlook,” and similar expressions. These forward-looking statements may include, but are not limited to, statements about our business; information related to our business segment portfolios and strategies; financial performance, financial condition, and results of operations, including revenue growth, profit, cash flows, and earnings per share; the impacts of macroeconomic and market conditions and volatility on our business operations, financial results, and financial position and on supply chains and the world economy; our strategy, innovation, and investments; our cost structure; our funding and liquidity; the impacts on our business of manufacturing, sourcing, and supply chain management, the Coronavirus Disease 2019 (“COVID-19”) pandemic, and the Russia and Ukraine conflict; our operations as a stand-alone company; and risks related to foreign currency exchange, interest rates, and commodity price volatility. These forward-looking statements involve risks and uncertainties, many of which are beyond our control. Factors that could cause our actual results to differ materially from those described in our forward-looking statements include, but are not limited to, operating in highly competitive markets; the actions or inactions of third parties with whom we partner and the various collaboration, licensing, and other partnerships and alliances we have with third parties; demand for our products, services, or solutions and factors that affect that demand; management of our supply chain and our ability to cost-effectively secure the materials we need to operate our business; disruptions in our operations; changes in third-party and government reimbursement processes, rates, contractual relationships, and mix of public and private payers; the ability to attract and/or retain key personnel and qualified employees; the global COVID-19 pandemic and its effects on our business; maintenance and protection of our intellectual property rights; the impact of potential information technology, cybersecurity, or data security breaches; compliance with the various legal, regulatory, tax, and other laws to which we are subject and related changes, claims, or actions; ability to control increases in healthcare costs and any subsequent effect on demand for our products, services, or solutions; the impact of potential product liability claims; environmental, social, and governance matters; our ability to successfully complete strategic transactions; our ability to operate effectively as an independent, publicly traded company and achieve the benefits we expect from our spin-off from General Electric Company; and the incurrence of substantial indebtedness in connection with the spin-off and any related effect on our business. Please also see the “Risk Factors” section of our Annual Report on Form 10-K and any updates or amendments we make in future filings. There may be other factors not presently known to us or which we currently consider to be immaterial that could cause our actual results to differ materially from those projected in any forward-looking statements we make. We do not undertake any obligation to update or revise our forward-looking statements except as required by applicable law or regulation.

## ITEM 1. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

### Part I. Financial Information

#### Index

<b>Item 1. Condensed Consolidated and Combined Financial Statements (Unaudited)</b>	<b>Page</b>
Condensed Consolidated and Combined Statements of Income	<a href="#">5</a>
Condensed Consolidated and Combined Statements of Comprehensive Income	<a href="#">6</a>
Condensed Consolidated and Combined Statements of Financial Position	<a href="#">7</a>
Condensed Consolidated and Combined Statements of Changes in Equity	<a href="#">8</a>
Condensed Consolidated and Combined Statements of Cash Flows	<a href="#">9</a>
Notes to the Condensed Consolidated and Combined Financial Statements (Unaudited)	<a href="#">10</a>
Note 1 Organization and Basis of Presentation	<a href="#">10</a>
Note 2 Revenue Recognition	<a href="#">11</a>
Note 3 Segment Information	<a href="#">12</a>
Note 4 Receivables	<a href="#">13</a>
Note 5 Financing Receivables	<a href="#">14</a>
Note 6 Property, Plant, and Equipment and Operating Leases	<a href="#">14</a>
Note 7 Acquisitions, Goodwill, and Other Intangible Assets	<a href="#">14</a>
Note 8 Borrowings	<a href="#">15</a>
Note 9 Postretirement Benefit Plans	<a href="#">16</a>
Note 10 Income Taxes	<a href="#">17</a>
Note 11 Accumulated Other Comprehensive Income (Loss) - Net	<a href="#">18</a>
Note 12 Financial Instruments and Fair Value Measurements	<a href="#">18</a>
Note 13 Commitments, Guarantees, Product Warranties, and Other Loss Contingencies	<a href="#">20</a>
Note 14 Restructuring and Other Activities	<a href="#">21</a>
Note 15 Share-Based Compensation	<a href="#">22</a>
Note 16 Earnings Per Share	<a href="#">23</a>
Note 17 Supplemental Financial Information	<a href="#">24</a>
Note 18 Related Parties	<a href="#">26</a>
Note 19 Subsequent Events	<a href="#">27</a>

Condensed Consolidated and Combined Statements of Income (Unaudited)

<i>(In millions, except per share amounts)</i>	For the three months ended March 31	
	2023	2022
Sales of products	\$ 3,131	\$ 2,787
Sales of services	1,576	1,556
<b>Total revenues</b>	<b>4,707</b>	<b>4,343</b>
Cost of products	2,037	1,914
Cost of services	779	751
<b>Gross profit</b>	<b>1,891</b>	<b>1,678</b>
Selling, general, and administrative	1,062	931
Research and development	270	238
<b>Total operating expenses</b>	<b>1,332</b>	<b>1,169</b>
<b>Operating income</b>	<b>559</b>	<b>509</b>
Interest and other financial charges – net	136	4
Non-operating benefit (income) costs	(115)	(2)
Other (income) expense – net	(8)	(26)
<b>Income from continuing operations before income taxes</b>	<b>546</b>	<b>533</b>
Benefit (provision) for income taxes	(163)	(131)
<b>Net income</b>	<b>383</b>	<b>402</b>
Net (income) attributable to noncontrolling interests	(11)	(13)
<b>Net income attributable to GE HealthCare</b>	<b>372</b>	<b>389</b>
Deemed preferred stock dividend of redeemable noncontrolling interest	(183)	—
<b>Net income attributable to GE HealthCare common stockholders</b>	<b>\$ 189</b>	<b>\$ 389</b>
<b>Earnings per share:</b>		
Basic earnings per share	\$ 0.42	\$ 0.86
Diluted earnings per share	\$ 0.41	\$ 0.86
<b>Weighted-average number of shares outstanding:</b>		
Basic	454	454
Diluted	457	454

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

Condensed Consolidated and Combined Statements of Comprehensive Income (Unaudited)

<i>(In millions, net of tax)</i>	For the three months ended March	
	2023	2022
<b>Net income attributable to GE HealthCare</b>	<b>\$ 372</b>	<b>\$ 389</b>
Net income attributable to noncontrolling interests	11	13
<b>Net income</b>	<b>383</b>	<b>402</b>
<b>Other comprehensive income (loss):</b>		
Currency translation adjustments – net of taxes	57	(153)
Benefit plans – net of taxes	(65)	(5)
Cash flow hedges – net of taxes	(39)	24
<b>Other comprehensive income (loss)</b>	<b>(47)</b>	<b>(134)</b>
<b>Comprehensive income</b>	<b>336</b>	<b>268</b>
Comprehensive (income) attributable to noncontrolling interests	(11)	(13)
<b>Comprehensive income attributable to GE HealthCare</b>	<b>\$ 325</b>	<b>\$ 255</b>

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

Condensed Consolidated and Combined Statements of Financial Position (Unaudited)

<i>(In millions, except share and per share amounts)</i>	As of	
	March 31, 2023	December 31, 2022
Cash, cash equivalents, and restricted cash	\$ 2,327	\$ 1,445
Receivables – net of allowances of \$91 and \$91	3,373	3,295
Due from related parties	31	17
Inventories	2,256	2,155
Contract and other deferred assets	983	989
All other current assets	634	417
<b>Current assets</b>	<b>9,604</b>	<b>8,318</b>
Property, plant, and equipment – net	2,327	2,314
Goodwill	12,924	12,813
Other intangible assets – net	1,494	1,520
Deferred income taxes	4,336	1,550
All other assets	1,952	1,024
<b>Total assets</b>	<b>\$ 32,637</b>	<b>\$ 27,539</b>
Short-term borrowings	\$ 5	\$ 15
Accounts payable	2,977	2,944
Due to related parties	186	146
Contract liabilities	2,031	1,896
All other current liabilities	3,037	2,190
<b>Current liabilities</b>	<b>8,236</b>	<b>7,191</b>
Long-term borrowings	10,234	8,234
Compensation and benefits	5,372	549
Deferred income taxes	64	370
All other liabilities	1,834	1,603
<b>Total liabilities</b>	<b>25,740</b>	<b>17,947</b>
<i>Commitments and contingencies</i>		
<b>Redeemable noncontrolling interests</b>	<b>201</b>	<b>230</b>
Common stock, par value \$0.01 per share, 1,000,000,000 shares authorized, 454,617,131 shares issued and outstanding as of March 31, 2023; 100 shares issued and outstanding as of December 31, 2022	5	—
Additional paid-in capital	6,425	—
Retained earnings	185	—
Net parent investment	—	11,235
Accumulated other comprehensive income (loss) – net	75	(1,878)
<b>Total equity attributable to GE HealthCare</b>	<b>6,690</b>	<b>9,357</b>
Noncontrolling interests	6	5
<b>Total equity</b>	<b>6,696</b>	<b>9,362</b>
<b>Total liabilities, redeemable noncontrolling interests, and equity</b>	<b>\$ 32,637</b>	<b>\$ 27,539</b>

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

Condensed Consolidated and Combined Statements of Changes in Equity (Unaudited)

(In millions)	Common stock		Additional paid-in capital	Retained earnings	Net parent investment	Accumulated other comprehensive income (loss) – net	Equity attributable to noncontrolling interests	Total equity
	Common shares outstanding	Par value						
<b>Balances as of December 31, 2022</b>	—	\$ —	\$ —	\$ —	\$ 11,235	\$ (1,878)	\$ 5	\$ 9,362
Net transfers from Parent, including Spin-Off-related adjustments	—	—	—	—	(4,833)	2,000	(1)	(2,834)
Issuance of common stock in connection with the Spin-Off and reclassification of net parent investment	454	5	6,397	—	(6,402)	—	—	—
Issuance of common stock in connection with employee stock plans	1	—	4	—	—	—	—	4
Net income attributable to GE HealthCare	—	—	—	372	—	—	—	372
Currency translation adjustments – net of taxes	—	—	—	—	—	57	—	57
Benefit plans – net of taxes	—	—	—	—	—	(65)	—	(65)
Cash flow hedges – net of taxes	—	—	—	—	—	(39)	—	(39)
Changes in equity attributable to noncontrolling interests	—	—	—	—	—	—	2	2
Share-based compensation expense	—	—	24	—	—	—	—	24
Changes in equity due to redemption value adjustments on redeemable noncontrolling interests	—	—	—	(187)	—	—	—	(187)
<b>Balances as of March 31, 2023</b>	<b>455</b>	<b>\$ 5</b>	<b>\$ 6,425</b>	<b>\$ 185</b>	<b>\$ —</b>	<b>\$ 75</b>	<b>\$ 6</b>	<b>\$ 6,696</b>

(In millions)	Common stock		Additional paid-in capital	Retained earnings	Net parent investment	Accumulated other comprehensive income (loss) – net	Equity attributable to noncontrolling interests	Total equity
	Common shares outstanding	Par value						
<b>Balances as of December 31, 2021</b>	—	\$ —	\$ —	\$ —	\$ 17,692	\$ (1,037)	\$ 21	\$ 16,676
Net income attributable to GE HealthCare	—	—	—	—	389	—	—	389
Currency translation adjustments – net of taxes	—	—	—	—	—	(153)	—	(153)
Benefit plans – net of taxes	—	—	—	—	—	(5)	—	(5)
Cash flow hedges – net of taxes	—	—	—	—	—	24	—	24
Transfers (to) from GE	—	—	—	—	(353)	—	—	(353)
Changes in equity attributable to noncontrolling interests	—	—	—	—	—	—	—	—
<b>Balances as of March 31, 2022</b>	<b>—</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 17,728</b>	<b>\$ (1,171)</b>	<b>\$ 21</b>	<b>\$ 16,578</b>

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



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

<i>(In millions)</i>	For the three months ended March 31	
	2023	2022
<b>Net income</b>	<b>\$ 383</b>	<b>\$ 402</b>
Adjustments to reconcile Net income to Cash from (used for) operating activities		
Depreciation and amortization of property, plant, and equipment	61	56
Amortization of intangible assets	96	103
Net periodic postretirement benefit plan (income) expense	(101)	3
Postretirement plan contributions	(91)	(6)
Provision for income taxes	163	131
Share-based compensation	24	19
Cash paid during the year for income taxes	(102)	(203)
Cash paid during the year for interest	(42)	—
Changes in operating assets and liabilities, excluding the effects of acquisitions and dispositions:		
Receivables	(22)	(139)
Due from related parties	5	(5)
Inventories	(122)	(244)
Contract and other deferred assets	12	(34)
Accounts payable	87	319
Due to related parties	6	16
Contract liabilities	119	77
All other operating activities	(8)	(27)
<b>Cash from (used for) operating activities</b>	<b>468</b>	<b>468</b>
<b>Cash flows – investing activities</b>		
Additions to property, plant, and equipment	(143)	(100)
Dispositions of property, plant, and equipment	—	3
Purchases of businesses, net of cash acquired	(127)	—
All other investing activities	4	(3)
<b>Cash from (used for) investing activities</b>	<b>(266)</b>	<b>(100)</b>
<b>Cash flows – financing activities</b>		
Net increase (decrease) in borrowings (maturities of 90 days or less)	(9)	2
Newly issued debt, net of debt issuance costs (maturities longer than 90 days)	2,000	—
Repayments and other reductions (maturities longer than 90 days)	(6)	(1)
Net transfers (to) from GE	(1,317)	(391)
All other financing activities	5	(30)
<b>Cash from (used for) financing activities</b>	<b>673</b>	<b>(420)</b>
Effect of foreign currency rate changes on cash, cash equivalents, and restricted cash	8	(3)
<b>Increase (decrease) in cash, cash equivalents, and restricted cash</b>	<b>883</b>	<b>(55)</b>
Cash, cash equivalents, and restricted cash at beginning of year	1,451	561
Cash, cash equivalents, and restricted cash as of March 31	\$ 2,334	\$ 506

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

## **NOTE 1. ORGANIZATION AND BASIS OF PRESENTATION**

### **BACKGROUND.**

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

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

During the first quarter of 2023, certain Spin-Off-related adjustments were recorded to reflect transfers from GE, the draw-down of the Term Loan Facility and settlement of Spin-Off transactions with GE, which resulted in the net reduction in Total equity of \$2,834 million. These items substantially consisted of: (a) the transfer of certain pension plan liabilities and assets as described in Note 9, "Postretirement Benefit Plans," (b) the transfer of certain deferred income taxes as described in Note 10, "Income Taxes," (c) deferred compensation liabilities of \$548 million, and (d) employee termination obligations as described in Note 14, "Restructuring and Other Activities."

In connection with the Spin-Off, the Company entered into or adopted several agreements that provide a framework for the relationship between the Company and GE. See Note 18, "Related Parties" for more information on these agreements.

Unless the context otherwise requires, references to "GE HealthCare," "we," "us," "our," and the "Company" refer to (i) GE's healthcare business prior to the Spin-Off as a carve-out business of GE with related condensed combined financial statements and (ii) GE HealthCare Technologies Inc. and its subsidiaries following the Spin-Off with related condensed consolidated financial statements.

### **BASIS OF PRESENTATION.**

The condensed consolidated and combined financial statements have been prepared in accordance with United States ("U.S.") generally accepted accounting principles ("U.S. GAAP") and present the historical results of operations, comprehensive income, and cash flows for the three months ended March 31, 2023 and 2022 and the financial position as of March 31, 2023 and December 31, 2022. It is management's opinion that these financial statements include all normal and recurring adjustments necessary for a fair presentation of the Company's financial position and operating results. The following tables are presented in millions of U.S. dollars ("USD") unless otherwise stated.

All intercompany balances and transactions within the Company have been eliminated in the condensed consolidated and combined financial statements. These financial statements include certain transactions with GE, which are disclosed as related party transactions. See Note 18, "Related Parties" for further information.

Prior to the Spin-Off, the condensed combined financial statements were derived from the consolidated financial statements and accounting records of GE including the historical cost basis of assets and liabilities comprising the Company, as well as the historical revenues, direct costs, and allocations of indirect costs attributable to the operations of the Company, using the historical accounting policies applied by GE. The condensed combined financial statements do not purport to reflect what the results of operations, comprehensive income, financial position, or cash flows would have been had the Company operated as a separate, stand-alone entity during the periods presented.

The condensed consolidated and combined financial statements should be read in conjunction with the Company's audited combined financial statements and notes included in our Annual Report on Form 10-K for the year ended December 31, 2022.

### **ESTIMATES AND ASSUMPTIONS.**

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

While there has not been a material impact to our accounting estimates as of March 31, 2023 and December 31, 2022 and the results for the three months ended March 31, 2023 and 2022, a number of estimates could be affected by the ongoing COVID-19 pandemic. The severity, magnitude, and duration, as well as the economic consequences of the COVID-19 pandemic, are uncertain and difficult to predict. As a result, our accounting estimates and assumptions may change over time in response to COVID-19. Such changes could result in future impairments of goodwill, intangible assets, long-lived assets, and investment securities, incremental credit losses on receivables, a decrease in the realizability of our tax assets, or an increase in our related obligations as of the time of a relevant measurement event.

## ACCOUNTING CHANGES.

Accounting Standards Codification (“ASC”) Topic 740, *Income Taxes*, provides that interest and penalties related to unrecognized income tax benefits may either be classified as income tax expense or interest expense in the condensed consolidated statements of operations. In the first quarter of 2023, the Company changed its accounting policy for presentation of interest expense on uncertain tax positions. The interest was previously presented within “Interest and other financial charges – net” and has changed to being presented within “Benefit (provision) for income taxes.” The Company believes this presentation is preferable because the cost is related to income tax matters and this presentation enhances comparability with our peers. The effects of the change in accounting have been prospectively applied to periods beginning in the first quarter of 2023 and were not material to any previously reported periods prior to March 31, 2023.

### *Recent Accounting Pronouncements reflected in the Condensed Consolidated and Combined Financial Statements*

In September 2022, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2022-04, *Liabilities – Supplier Finance Programs (Subtopic 405-50)*. The ASU requires companies to disclose information about supplier finance programs, including key terms of the program, outstanding confirmed amounts as of the end of the period, a rollforward of such amounts during each annual period, and a description of where the amounts are presented. The new standard does not affect the recognition, measurement, or financial statement presentation of supplier finance obligations. The ASU is effective for fiscal years beginning after December 15, 2022, including interim periods, except for rollforward information, which is effective for fiscal years beginning after December 15, 2023. The Company adopted this guidance on January 1, 2023. See Note 17, “Supplemental Financial Information” for further information.

In October 2021, the FASB issued ASU No. 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*. The ASU requires companies to apply the definition of a performance obligation under ASC 606, *Revenue from Contracts with Customers*, to recognize and measure contract assets and contract liabilities relating to contracts with customers acquired in a business combination. Prior to the adoption of this ASU, an acquirer generally recognized assets acquired and liabilities assumed in a business combination, including contract assets and contract liabilities arising from revenue contracts with customers, at fair value on the acquisition date. The ASU results in the acquirer recording acquired contract assets and liabilities on the same basis that would have been recorded by the acquiree before the acquisition under ASC 606. The ASU is effective for fiscal years beginning after December 15, 2022, with early adoption permitted. The Company adopted this guidance on January 1, 2023 using a prospective method, and the adoption did not have a material impact on the condensed consolidated financial statements.

## NOTE 2. REVENUE RECOGNITION

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

### Contract and Other Deferred Assets

	As of	
	March 31, 2023	December 31, 2022
Contract assets	\$ 593	\$ 584
Other deferred assets	390	405
<b>Contract and other deferred assets</b>	<b>983</b>	<b>989</b>
Non-current contract assets <sup>(a)</sup>	38	37
Non-current other deferred assets <sup>(a)</sup>	81	82
<b>Total contract and other deferred assets</b>	<b>\$ 1,102</b>	<b>\$ 1,108</b>

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

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

#### CONTRACT LIABILITIES.

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

As of March 31, 2023 and December 31, 2022, contract liabilities were approximately \$2,681 million and \$2,526 million, respectively, of which the non-current portion of \$650 million and \$630 million, respectively, was recognized in All other liabilities in the Condensed Consolidated and Combined Statements of Financial Position. Contract liabilities increased by \$155 million in 2023 primarily due to an increase in customer advances and deposits as a result of product orders growth relative to fulfillment and the normal annual service contract billing cycle. Revenue recognized related to the contract liabilities balance at the beginning of the year was approximately \$759 million and \$715 million for the three months ended March 31, 2023 and 2022, respectively.

#### REMAINING PERFORMANCE OBLIGATIONS.

Remaining performance obligations represent the estimated revenue expected from customer contracts that are partially or fully unperformed inclusive of amounts deferred in contract liabilities, excluding contracts, or portions thereof, that provide the customer with the ability to cancel or terminate without incurring a substantive penalty. As of March 31, 2023, the aggregate amount of the contracted revenues allocated to our unsatisfied (or partially unsatisfied) performance obligations was \$14,490 million. We expect to recognize revenue as we satisfy our remaining performance obligations as follows: a) product-related remaining performance obligations of \$4,966 million of which 99% is expected to be recognized within two years, and the remaining thereafter; and b) services-related remaining performance obligations of \$9,524 million of which 67% and 97% is expected to be recognized within two years and five years, respectively, and the remaining thereafter.

#### NOTE 3. SEGMENT INFORMATION

GE HealthCare's operations are organized and managed through four reportable segments: Imaging, Ultrasound, Patient Care Solutions ("PCS"), and Pharmaceutical Diagnostics ("PDx"). These segments have been identified based on the nature of the products sold and how the Company manages its operations. We have not aggregated any of our operating segments to form reportable segments. A description of our reportable segments has been provided in the "Business" section of our Annual Report on Form 10-K for the year ended December 31, 2022.

The performance of these segments is principally measured based on Total revenues and an earnings metric defined as "Segment EBIT." Segment EBIT is calculated as Income from continuing operations less the following: Benefit (provision) for income taxes, Interest and other financial charges – net, Non-operating benefit (income) costs, restructuring costs, acquisition and disposition-related benefits (charges), gains and losses on business dispositions, Spin-Off and separation costs, amortization of acquisition-related intangible assets, and investment revaluation gains and losses.

#### Total Revenues by Segment

	For the three months ended March 31	
	2023	2022
Imaging:		
Radiology	\$ 2,088	\$ 1,918
Interventional Guidance	408	393
<b>Total Imaging</b>	<b>2,496</b>	<b>2,311</b>
<b>Total Ultrasound</b>	<b>859</b>	<b>815</b>
PCS:		
Monitoring Solutions	552	521
Life Support Solutions	229	195
<b>Total PCS</b>	<b>781</b>	<b>716</b>
<b>Total PDx</b>	<b>558</b>	<b>484</b>
<b>Other<sup>(a)</sup></b>	<b>13</b>	<b>17</b>
<b>Total revenues</b>	<b>\$ 4,707</b>	<b>\$ 4,343</b>

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

## Segment EBIT

	For the three months ended March 31	
	2023	2022
<b>Segment EBIT</b>		
Imaging	\$ 191	\$ 206
Ultrasound	207	192
PCS	109	65
PDX	155	138
Other <sup>(a)</sup>	2	(2)
	<b>664</b>	<b>599</b>
Restructuring costs	(12)	(12)
Acquisition and disposition-related benefits (charges)	(1)	(15)
Gain (loss) of business dispositions and divestments	—	3
Spin-Off and separation costs	(58)	—
Amortization of acquisition-related intangible assets	(31)	(33)
Investment revaluation gain (loss)	5	(8)
Interest and other financial charges – net	(136)	(4)
Non-operating benefit income (costs)	115	2
<b>Income from continuing operations before income taxes</b>	<b>\$ 546</b>	<b>\$ 533</b>

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

## NOTE 4. RECEIVABLES

### Current Receivables

	As of	
	March 31, 2023	December 31, 2022
<b>Current customer receivables<sup>(a)</sup></b>	<b>\$ 3,150</b>	<b>\$ 3,112</b>
Non-income based tax receivables	192	174
Other sundry receivables	122	100
<b>Sundry receivables</b>	<b>314</b>	<b>274</b>
Allowance for credit losses	(91)	(91)
<b>Total current receivables – net</b>	<b>\$ 3,373</b>	<b>\$ 3,295</b>

(a) Chargebacks, which are primarily related to our PDX business, are generally settled through issuance of credits, typically within one month of initial recognition, and are recorded as a reduction to current customer receivables. Balances related to chargebacks were \$200 million and \$157 million as of March 31, 2023 and December 31, 2022, respectively. The increase in chargebacks is primarily due to higher wholesaler product levels.

### Long-Term Receivables

	As of	
	March 31, 2023	December 31, 2022
Long-term customer receivables	\$ 71	\$ 80
Sundry receivables	71	57
Non-income based tax receivables	28	28
Supplier advances	11	11
Allowance for credit losses	(30)	(31)
<b>Total long-term receivables – net<sup>(a)</sup></b>	<b>\$ 151</b>	<b>\$ 145</b>

(a) Long-term receivables are recognized within All other assets in the Condensed Consolidated and Combined Statements of Financial Position.

## NOTE 5. FINANCING RECEIVABLES

### Financing Receivables

	As of	
	March 31, 2023	December 31, 2022
Loans, net of deferred income	\$ 31	\$ 29
Investment in financing leases, net of deferred income	73	72
Allowance for credit losses	(4)	(4)
<b>Current financing receivables – net<sup>(a)</sup></b>	<b>100</b>	<b>97</b>
Loans, net of deferred income	44	44
Investment in financing leases, net of deferred income	157	158
Allowance for credit losses	(5)	(6)
<b>Non-current financing receivables – net<sup>(a)</sup></b>	<b>\$ 196</b>	<b>\$ 196</b>

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

As of March 31, 2023, 6%, 4%, and 5% of financing receivables were over 30 days past due, over 90 days past due, and on nonaccrual, respectively, with the majority of nonaccrual financing receivables secured by collateral. As of December 31, 2022, 7%, 6%, and 6% of financing receivables were over 30 days past due, over 90 days past due, and on nonaccrual, respectively, with the majority of nonaccrual financing receivables secured by collateral.

## NOTE 6. PROPERTY, PLANT, AND EQUIPMENT AND OPERATING LEASES

### Property, Plant, and Equipment - Net

	As of	
	March 31, 2023	December 31, 2022
Original cost	\$ 5,060	\$ 4,989
Less accumulated depreciation and amortization	(3,039)	(2,988)
Right-of-use operating lease assets	306	313
<b>Property, plant, and equipment - net</b>	<b>\$ 2,327</b>	<b>\$ 2,314</b>

### OPERATING LEASE LIABILITIES.

Operating lease liabilities recognized within all other current and non-current liabilities in the Condensed Consolidated and Combined Statements of Financial Position were \$341 million and \$347 million as of March 31, 2023 and December 31, 2022, respectively. Expense related to our operating lease portfolio was \$56 million for both the three months ended March 31, 2023 and 2022.

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

### ACQUISITIONS.

On February 17, 2023, the Company acquired 100% of the stock of Caption Health, Inc. (“Caption Health”) for \$127 million of upfront payment, \$10 million future holdback payment and potential earn-out payments valued at \$13 million based primarily on various milestones and sales targets. The preliminary purchase price allocation resulted in goodwill of \$105 million, intangible assets of \$60 million, and deferred tax liabilities of \$14 million. The goodwill associated with the acquired business is non-deductible for tax purposes and is reported in the Ultrasound segment. Caption Health is an artificial intelligence (“AI”) company whose technology expands access to AI-guided ultrasound screening for novice users.

See Note 12, “Financial Instruments and Fair Value Measurements” for further information about the fair value measurement of contingent consideration.

## Goodwill

	Balance as of December 31, 2022	Acquisitions	Foreign exchange and other	Balance as of March 31, 2023
Imaging	\$ 4,409	\$ —	\$ 4	\$ 4,413
Ultrasound	3,835	105	1	3,941
PCS	2,036	—	1	2,037
PDx	2,533	—	—	2,533
<b>Total Goodwill</b>	<b>\$ 12,813</b>	<b>\$ 105</b>	<b>\$ 6</b>	<b>\$ 12,924</b>

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

Substantially all other intangible assets are subject to amortization. Intangible assets decreased during the three months ended March 31, 2023, primarily as a result of amortization, partially offset by \$60 million of additions related to the acquisition of Caption Health. Amortization expense was \$96 million and \$103 million for the three months ended March 31, 2023 and 2022, respectively.

## NOTE 8. BORROWINGS

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

### Senior Unsecured Notes

The Company's long-term borrowings include \$8,250 million aggregate principal amount of senior unsecured notes in six series with maturity dates ranging from 2024 through 2052 (collectively, the "Notes").

### Credit Facilities

The Company has credit agreements providing for:

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

There were no outstanding amounts under the five-year revolving credit facility and 364-day revolving credit facility as of March 31, 2023 or December 31, 2022. On January 3, 2023, the Company completed a \$2,000 million drawdown of the Term Loan Facility in connection with the Spin-Off from GE.

The average interest rate for the Notes and our Credit Facilities for the three months ended March 31, 2023 was 5.94%. We had no principal debt repayments on the Notes or the Credit Facilities for the three months ended March 31, 2023.

## Long-Term Borrowings Composition

	As of	
	March 31, 2023	December 31, 2022
5.550% senior notes due November 15, 2024	\$ 1,000	\$ 1,000
5.600% senior notes due November 15, 2025	1,500	1,500
5.650% senior notes due November 15, 2027	1,750	1,750
5.857% senior notes due March 15, 2030	1,250	1,250
5.905% senior notes due November 22, 2032	1,750	1,750
6.377% senior notes due November 22, 2052	1,000	1,000
Term Loan Facility	2,000	—
Other	33	38
<b>Total principal debt issued</b>	<b>10,283</b>	<b>8,288</b>
Less: Unamortized debt issuance costs and discounts	44	47
Less: Current portion of long-term borrowings	5	7
<b>Long-term borrowings, net of current portion</b>	<b>\$ 10,234</b>	<b>\$ 8,234</b>

See Note 12, "Financial Instruments and Fair Value Measurements" for further information about borrowings and associated interest rate and cross-currency swaps.

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

In addition to the Notes, which were guaranteed on a senior unsecured basis by GE through the completion of the Spin-Off, at which time GE was automatically and unconditionally released and discharged from all obligations under its guarantees, as of March 31, 2023 and December 31, 2022, the Company had unused letters of credit, bank guarantees, bid bonds, and surety bonds of approximately \$675 million and \$657 million, respectively, related to certain commercial contracts. Additionally, we have approximately \$44 million and \$43 million of guarantees as of March 31, 2023 and December 31, 2022, respectively, primarily related to residual value guarantees on equipment sold to third-party finance companies. Our Condensed Consolidated and Combined Statements of Financial Position reflects a liability of \$4 million and \$4 million as of March 31, 2023 and December 31, 2022, respectively, related to these guarantees. For credit-related guarantees, we estimate our expected credit losses related to off-balance sheet credit exposure consistent with the method used to estimate the allowance for credit losses on financial assets held at amortized cost. See Note 13, "Commitments, Guarantees, Product Warranties, and Other Loss Contingencies" for further information on guarantee arrangements with GE.

#### NOTE 9. POSTRETIREMENT BENEFIT PLANS

##### PENSION BENEFITS AND RETIREE HEALTH AND LIFE BENEFITS SPONSORED BY GE, TRANSFERRED TO GE HEALTHCARE IN CONNECTION WITH THE SPIN-OFF.

Certain GE HealthCare employees were covered under various pension and retiree health and life plans sponsored by GE prior to the Spin-Off, including principal pension plans, other pension plans, and principal retiree benefit plans. A subset of these pension plans have been closed to new participants. For the three months ended March 31, 2022, relevant participation costs for these plans were allocated to the Company and recognized within the Condensed Combined Statement of Income. These included service costs for active employees in the U.S. GE Pension Plan, certain international pension plans, the U.S. GE Supplementary Pension Plan, and the U.S. retiree benefit plan. We did not record any liabilities associated with our participation in these plans in our Condensed Combined Statement of Financial Position as of December 31, 2022.

Expenses associated with our employees' participation in the U.S. GE principal pension and principal retiree benefit plans, which represent the majority of related expense, were \$24 million for the three months ended March 31, 2022. Expenses associated with our employees' participation in GE's non-U.S. based pension plans were \$4 million for the three months ended March 31, 2022.

In connection with the Spin-Off, on January 1, 2023, these plans were separated and GE transferred certain liabilities and assets of these plans to GE HealthCare based upon measurements as of December 31, 2022. The amounts assumed by GE HealthCare on January 1, 2023, are shown in the tables below.

##### Accumulated Benefit Obligations and Unrecognized Gain

	As of January 1, 2023		
	Defined benefit plans	Other postretirement plans	Total
Accumulated benefit obligations	\$ 21,696	\$ 1,210	\$ 22,906
Unrecognized gain to be recorded in AOCI	1,258	1,223	2,481

##### Net Benefit Liability

	As of January 1, 2023		
	Defined benefit plans	Other postretirement plans	Total
Projected benefit obligations	\$ 21,743	\$ 1,210	\$ 22,953
Fair value of assets	18,908	—	18,908
<b>Net liability</b>	<b>\$ 2,835</b>	<b>\$ 1,210</b>	<b>\$ 4,045</b>

##### PENSION PLANS SPONSORED BY GE HEALTHCARE, INCLUDING THOSE TRANSFERRED BY GE.

As the pension plans were transferred by GE on January 1, 2023 there are no amounts included for these plans in the period ended March 31, 2022. Pension plans with pension assets or obligations less than \$50 million and \$20 million as of March 31, 2023 and 2022, respectively, are not included in the results below.



## Components of Expense (Income)

For the three months ended March 31	Defined benefit plans		Other postretirement plans	
	2023	2022	2023	2022
<b>Service cost – Operating</b>	\$ 14	\$ 5	\$ 2	\$ —
Interest cost	292	4	15	—
Expected return on plan assets	(356)	(7)	—	—
Amortization of net loss (gain)	(29)	2	(16)	—
Amortization of prior service cost (credit)	(1)	(1)	(22)	—
<b>Non-operating</b>	\$ (94)	\$ (2)	\$ (23)	\$ —
<b>Net periodic (income) expense</b>	\$ (80)	\$ 3	\$ (21)	\$ —

For the three months ended March 31, 2023, the Company made contributions for benefit payments totaling \$48 million to the pension plans and \$43 million to its postretirement plans. For the remainder of 2023, the Company expects to make future benefit payments of approximately \$255 million to our defined benefit pension and postretirement plans for benefit payments. The Company does not have a required minimum cash pension contribution obligation for its U.S. plans in 2023. Future contributions will depend on market conditions, interest rates, and other factors.

Prior to the Spin-Off, we disclosed postretirement plans with assets or obligations that exceeded \$20 million. As a result of the transferred liabilities and assets to GE HealthCare on January 1, 2023, we now present postretirement plans with assets or obligations that exceed \$50 million. For the year, the Company expects to contribute approximately \$11 million to postretirement plans that are no longer disclosed.

### Defined Contribution Plan

As a result of the Spin-Off, GE HealthCare established a defined contribution plan for its eligible U.S. employees that was largely consistent with the plan they participated in while GE HealthCare operated as a business of GE. Expenses associated with our employees' participation in GE HealthCare's defined contribution plan in 2023 and GE's defined contribution plan in 2022 represent the employer matching contributions for GE HealthCare employees and were \$33 million and \$31 million for the three months ended March 31, 2023 and 2022, respectively.

## NOTE 10. INCOME TAXES

Our income tax rate was 29.9% and 24.6% for the three months ended March 31, 2023 and 2022, respectively. The tax rate for 2023 is higher than the U.S. statutory rate primarily due to the cost of global activities, including the U.S. taxation on international operations, withholding taxes, and state taxes. The tax rate for 2022 is higher than the U.S. statutory rate primarily due to the cost of global activities, including the U.S. taxation on international operations and state taxes.

The Company is currently being audited in a number of jurisdictions for tax years 2004-2021, including China, Egypt, France, Germany, Norway, the United Kingdom, and the U.S.

In the first quarter of 2023, the Company changed its accounting policy for presentation of interest expense on uncertain tax positions from within "Interest and other financial charges – net" to within "Benefit (provision) for income taxes." See Note 1, "Organization and Basis of Presentation" for further information.

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

Also, in connection with the Spin-Off, our net deferred income tax assets increased by \$3,099 million primarily due to transfers from GE, including \$964 million related to pension and postretirement benefits, with the remainder primarily attributable to tax attributes that were not part of the Company's stand-alone operations, and changes to valuation on a GE HealthCare basis.

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

Changes in Accumulated other comprehensive income (loss) (“AOCI”) by component, net of income taxes, for the three months ended March 31, 2023 and 2022 were as follows:

	For the three months ended March 31, 2023			
	Currency translation adjustments <sup>(a)</sup>	Benefit plans	Cash flow hedges	Total AOCI
<b>December 31, 2022</b>	<b>\$ (1,845)</b>	<b>\$ (42)</b>	<b>\$ 9</b>	<b>\$ (1,878)</b>
Other comprehensive income (loss) before reclasses – net of taxes of \$(11), \$2, and \$4	85	(13)	(13)	59
Unrecognized gain transferred from GE pension – net of taxes of \$0, \$(509), and \$0 <sup>(b)</sup>	—	1,972	—	1,972
Reclasses from AOCI – net of taxes of \$0, \$16, and \$7	—	(52)	(26)	(78)
<b>March 31, 2023</b>	<b>\$ (1,760)</b>	<b>\$ 1,865</b>	<b>\$ (30)</b>	<b>\$ 75</b>

	For the three months ended March 31, 2022			
	Currency translation adjustments <sup>(a)</sup>	Benefit plans	Cash flow hedges	Total AOCI
<b>December 31, 2021</b>	<b>\$ (969)</b>	<b>\$ (100)</b>	<b>\$ 32</b>	<b>\$ (1,037)</b>
Other comprehensive income (loss) before reclasses – net of taxes of \$(2), \$(9), and \$(6)	(153)	(5)	35	(123)
Reclasses from AOCI – net of taxes of \$0, \$0, and \$0	—	—	(11)	(11)
<b>March 31, 2022</b>	<b>\$ (1,122)</b>	<b>\$ (105)</b>	<b>\$ 56</b>	<b>\$ (1,171)</b>

(a) The amount of foreign currency translation recognized in Other comprehensive income (loss) during the three months ended March 31, 2023 and 2022 included net gains (losses) relating to net investment hedges, as further discussed in Note 12, “Financial Instruments and Fair Value Measurements.”

(b) Refer to Note 9, “Postretirement Benefit Plans” for further information on the unrecognized gain transferred from GE pension in connection with the Spin-Off.

## NOTE 12. FINANCIAL INSTRUMENTS AND FAIR VALUE MEASUREMENTS

### DERIVATIVES AND HEDGING.

Our primary objective in executing and holding derivatives is to reduce the earnings and cash flow volatility associated with fluctuations in foreign currency exchange rates and commodity prices and hedge the volatility associated with the translation of the assets and liabilities of subsidiaries with a different functional currency than the USD. These hedge contracts reduce, but do not entirely eliminate, the impact of foreign currency rate and commodity price movements. The Company does not enter into or hold derivative instruments for speculative trading purposes.

#### Cash Flow Hedges

The total amount in AOCI related to cash flow hedges of foreign currency-denominated forecasted transactions was a net \$30 million loss as of March 31, 2023. We expect to reclassify \$27 million of pre-tax net deferred losses associated with designated cash flow hedges to earnings in the next 12 months, contemporaneously with the earnings effects of the related forecasted transactions. Pre-tax gains (losses) reclassified from AOCI into earnings were \$33 million and \$11 million, for the three months ended March 31, 2023 and 2022, respectively. As of March 31, 2023, the maximum length of time over which we are hedging our forecasted transactions was approximately two years.

#### Net Investment Hedges

As of March 31, 2023 and December 31, 2022, the Company had \$2,176 million and \$2,132 million notional, respectively, of receive-fixed USD, pay-fixed Euro (“EUR”) cross-currency swaps and designated each as the hedging instruments in net investment hedging relationships in order to mitigate the foreign currency risk attributable to the translation of its net investment in certain EUR-functional subsidiaries.

The following table presents the gross fair values of our outstanding derivative instruments as of the dates indicated:

## Fair Value of Derivatives

	March 31, 2023			December 31, 2022		
	Gross Notional	Fair Value – Assets	Fair Value – Liabilities	Gross Notional	Fair Value – Assets	Fair Value – Liabilities
Foreign currency exchange contracts	\$ 1,226	\$ 25	\$ 62	\$ 1,240	\$ 32	\$ 53
<b>Derivatives accounted for as cash flow hedges</b>	<b>1,226</b>	<b>25</b>	<b>62</b>	<b>1,240</b>	<b>32</b>	<b>53</b>
Cross-currency swaps	2,176	21	167	2,132	—	111
<b>Derivatives accounted for as net investment hedges</b>	<b>2,176</b>	<b>21</b>	<b>167</b>	<b>2,132</b>	<b>—</b>	<b>111</b>
Foreign currency exchange contracts	4,690	38	22	4,456	9	20
Embedded derivatives	594	19	14	604	24	18
Equity contracts	231	15	3	8	—	6
Commodity derivatives	54	1	3	48	1	1
<b>Derivatives not designated as hedges</b>	<b>5,569</b>	<b>73</b>	<b>42</b>	<b>5,116</b>	<b>34</b>	<b>45</b>
<b>Total derivatives</b>	<b>\$ 8,971</b>	<b>\$ 119</b>	<b>\$ 271</b>	<b>\$ 8,488</b>	<b>\$ 66</b>	<b>\$ 209</b>

Under the master arrangements with the respective counterparties to our derivative contracts, in certain circumstances and subject to applicable requirements, we are allowed to net settle transactions with a single net amount payable by one party to the other. However, we have elected to present the derivative assets and derivative liabilities on a gross basis on our Condensed Consolidated and Combined Statements of Financial Position and in the table above. The fair value of the derivatives contracts are recognized within All other current assets, All other assets, All other current liabilities, and All other liabilities in the Condensed Consolidated and Combined Statements of Financial Position based upon the contractual timing of settlements for these contracts.

As of March 31, 2023, the potential effect of rights of offset associated with the derivative contracts would be an offset to both assets and liabilities by \$56 million.

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

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

	For the three months ended March 31	
	2023	2022
Cash flow hedges	\$ (17)	\$ 41
Net investment hedges	35	—

The table below presents the gains (losses) of our derivative financial instruments in the Condensed Consolidated and Combined Statements of Income:

### Derivative Financial Instruments

	For the three months ended March 31, 2023				For the three months ended March 31, 2022			
	Cost of products	Cost of services	Selling, general and administrative	Other <sup>(a)</sup>	Cost of products	Cost of services	Selling, general and administrative	Other <sup>(a)</sup>
Foreign currency exchange contracts	\$ 27	\$ 6	\$ —	\$ —	\$ 9	\$ 2	\$ —	\$ —
<b>Effects of cash flow hedges</b>	<b>27</b>	<b>6</b>	<b>—</b>	<b>—</b>	<b>9</b>	<b>2</b>	<b>—</b>	<b>—</b>
Cross-currency swaps	—	—	—	—	—	—	—	—
<b>Effects of net investment hedges</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
Foreign currency exchange contracts	7	2	—	1	(1)	—	—	—
Embedded derivatives	—	—	—	(1)	—	—	—	3
Equity contracts	—	—	15	3	—	—	—	—
Commodity derivatives	—	—	—	(2)	—	—	—	10
<b>Effect of derivatives not designated as hedges</b>	<b>\$ 7</b>	<b>\$ 2</b>	<b>\$ 15</b>	<b>\$ 1</b>	<b>(1)</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 13</b>

(a) Amounts inclusive of Other income (expense) - net on the Condensed Consolidated and Combined Statements of Income.

## FAIR VALUE MEASUREMENTS.

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

### Fair Value of Financial Assets and Liabilities

	March 31, 2023				December 31, 2022			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
<b>Assets:</b>								
Investment securities	\$ 31	\$ —	\$ —	\$ 31	\$ 21	\$ —	\$ —	\$ 21
Derivatives	—	119	—	119	—	66	—	66
<b>Liabilities:</b>								
Deferred compensation <sup>(a)</sup>	264	3	—	267	62	2	—	64
Derivatives	—	268	3	271	—	203	6	209
Contingent consideration	—	—	57	57	—	—	42	42

(a) Certain deferred compensation plans whose value is derived from market-based securities values were transferred from GE as part of the Spin-Off.

#### Contingent Consideration

The contingent consideration liabilities as of March 31, 2023 and December 31, 2022 were recorded in connection with business acquisitions. Changes in the Level 3 fair value measurement of contingent consideration were not material during the three months ended March 31, 2023 and 2022.

#### Fair Value of Other Financial Instruments

The estimated fair value of long-term debt (including the current portion) as of March 31, 2023 and December 31, 2022, was \$10,819 million and \$8,512 million compared to a carrying value (which includes a reduction for amortized debt issuance costs and discounts) of \$10,239 million and \$8,241 million, respectively. The fair value of our borrowings is determined based on observable and quoted prices and spreads of identical and comparable debt and benchmark securities and is considered Level 2 in the fair value hierarchy. See Note 8, "Borrowings" for further information.

#### Non-recurring Fair Value Measurements

Equity investments without readily determinable fair value as of March 31, 2023 and December 31, 2022, were \$119 million and \$117 million, respectively.

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

### GUARANTEES.

The Company has off-balance sheet credit exposure through standby letters of credit, bank guarantees, bid bonds, and surety bonds. See Note 8, "Borrowings" for further information. In addition, GE has provided parent company guarantees in certain jurisdictions where we lack the legal structure to issue the requisite guarantees required on certain projects.

Following the Spin-Off, which was completed pursuant to a Separation and Distribution Agreement (the "Separation and Distribution Agreement"), the Company has remaining performance guarantees on behalf of GE. Under the Separation and Distribution Agreement, GE is obligated to use reasonable best efforts to replace the Company as the guarantor or terminate all such performance guarantees. Until such termination or replacement, in the event of non-fulfillment of contractual obligations by the relevant obligors, the Company could be obligated to make payments under the applicable instruments for which GE is obligated to reimburse and indemnify the Company. As of March 31, 2023 the Company's maximum aggregate exposure, subject to GE reimbursement, is approximately \$164 million.

### PRODUCT WARRANTIES.

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

## Product Warranties

	For the three months ended March 31	
	2023	2022
<b>Balance at beginning of period</b>	<b>\$ 193</b>	<b>\$ 161</b>
Current-year provisions	49	55
Expenditures	(51)	(45)
Other changes	2	(1)
<b>Balance at end of period</b>	<b>\$ 193</b>	<b>\$ 170</b>

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

## LEGAL MATTERS.

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

### *Contracts with Iraqi Ministry of Health*

In 2017, a number of U.S. Service members, civilians, and their families brought a complaint in the U.S. District Court for the District of Columbia (the "District Court") against a number of pharmaceutical and medical device companies, including GE HealthCare and certain affiliates, alleging that the defendants violated the U.S. Anti-Terrorism Act. The complaint seeks monetary relief and alleges that the defendants provided funding for an Iraqi terrorist organization through their sales practices pursuant to pharmaceutical and medical device contracts with the Iraqi Ministry of Health. In July 2020, the District Court granted defendants' motions to dismiss and dismissed all of the plaintiffs' claims. In January 2022, a panel of the U.S. Court of Appeals for the District of Columbia Circuit reversed the District Court's decision. In February 2022, the defendants requested review of the decision by all of the judges on the U.S. Court of Appeals for the District of Columbia Circuit ("the D.C. Circuit"). On February 2, 2023, the D.C. Circuit denied this request. On February 10, 2023, defendants filed a motion for a temporary, partial stay of further district court proceedings until the Supreme Court issues its decision in a separate case, *Twitter, Inc. v. Taamneh*, which also involves the U.S. Anti-Terrorism Act. On March 1, 2023, the District Court granted the motion for a temporary, partial stay. Defendants also plan to petition the Supreme Court to review the D.C. Circuit's decision.

## NOTE 14. RESTRUCTURING AND OTHER ACTIVITIES

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

As a result of committed restructuring initiatives, we recorded expenses of \$12 million for both the three months ended March 31, 2023 and 2022. These restructuring initiatives are expected to result in additional expenses of approximately \$71 million, to be incurred primarily in 2023, substantially related to employee-related termination benefits and facility exit costs. Restructuring expenses are recognized within Cost of products, Cost of services, or Selling, general, and administrative ("SG&A"), as appropriate, in the Condensed Consolidated and Combined Statements of Income.

### Restructuring and Other Activities

	For the three months ended March 31	
	2023	2022
Employee termination costs	\$ 10	\$ 9
Facility and other exit costs	1	3
Asset write-downs	1	—
<b>Total restructuring and other activities</b>	<b>\$ 12</b>	<b>\$ 12</b>

In connection with the Spin-Off, GE transferred employee termination obligations for services already rendered of \$31 million to GE HealthCare. Liabilities related to restructuring are recognized within All other current liabilities and All other liabilities in the Condensed Consolidated and Combined Statements of Financial Position and totaled \$99 million and \$75 million as of March 31, 2023 and December 31, 2022, respectively.

## NOTE 15. SHARE-BASED COMPENSATION

We grant stock options, restricted stock units (“RSU”), and performance share units (“PSU”) to employees under the 2023 Long-Term Incentive Plan (“LTIP”). The Talent, Culture, and Compensation Committee of the Board of Directors approves grants under the LTIP. Under the LTIP, we are authorized to issue up to approximately 41 million shares. We record compensation expense for awards expected to vest over the vesting period. We estimate forfeitures based on experience and adjust expense to reflect actual forfeitures. When options are exercised, RSUs vest, and PSUs are earned, we issue shares from authorized unissued common stock.

Stock options provide employees the opportunity to purchase GE HealthCare shares in the future at the market price of our stock on the date the award is granted (the strike price). The options become exercisable over the vesting period, typically becoming fully vested in three to three and a half years, and expire ten years from the grant date if not exercised. An RSU provides an employee the right to one share of GE HealthCare stock when the restrictions lapse over the vesting period. Upon vesting, each RSU is converted into one share of GE HealthCare common stock. PSUs provide an employee with the right to receive shares of GE HealthCare stock based upon achievement of certain performance and market metrics. Upon vesting, each PSU earned is converted into shares of GE HealthCare common stock. We value stock options using a Black-Scholes option pricing model, RSUs using the market price on the grant date, and PSUs using the market price on the grant date and a Monte Carlo simulation as needed based on performance metrics.

The following tables provide the weighted average fair value of options, RSUs, and PSUs granted to employees during the three months ended March 31, 2023 and the related stock option valuation assumptions used in the Black-Scholes model:

### Weighted Average Grant Date Fair Value

<i>(In dollars)</i>	March 31, 2023	
Stock options	\$	25
RSUs		72
PSUs		84

### Key Assumptions in the Black-Scholes Valuation for Stock Options

	March 31, 2023	
Risk free rate		3.6 %
Dividend yield		— %
Expected volatility		26.5 %
Expected term (in years)		6.3
Strike price (in dollars)	\$	71

For new awards granted in 2023, the expected volatility was derived from a peer group’s blended historical and implied volatility as GE HealthCare does not have sufficient historical volatility based on the expected term of the underlying options. The expected term of the stock options was determined using the simplified method. The risk-free interest rate was determined using the implied yield currently available for zero-coupon U.S. government issues with a remaining term approximating the expected life of the options. The dividend yield input was zero as it was uncertain if a dividend would be paid at the time of the grant.

## Share-Based Compensation Activity

	Stock options				RSUs			
	Shares (in thousands)	Weighted average exercise price (in dollars)	Weighted average contractual term (in years)	Intrinsic value (in millions)	Shares (in thousands)	Weighted average grant date fair value (in dollars)	Weighted average contractual term (in years)	Intrinsic value (in millions)
Outstanding as of January 4, 2023 <sup>(a)</sup>	3,738	\$ 90			3,551	\$ 58		
Granted	2,037	71			1,612	72		
Exercised/Vested	(326)	56			(558)	70		
Forfeited	(3)	68			(52)	63		
Expired	(5)	143			—	—		
<b>Outstanding as of March 31, 2023</b>	<b>5,441</b>	<b>\$ 85</b>	<b>6.6</b>	<b>\$ 57</b>	<b>4,553</b>	<b>\$ 63</b>	<b>2.0</b>	<b>\$ 374</b>
<b>Exercisable as of March 31, 2023</b>	<b>3,182</b>	<b>\$ 94</b>	<b>4.3</b>	<b>\$ 33</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Expected to vest</b>	<b>1,681</b>	<b>\$ 71</b>	<b>9.7</b>	<b>\$ 18</b>	<b>3,817</b>	<b>\$ 54</b>	<b>2.0</b>	<b>\$ 313</b>

(a) Our common stock began “regular way” trading on The Nasdaq Global Market on January 4, 2023. The shares outstanding as of January 4, 2023 pertain to GE equity-based awards issued by GE in prior periods to employees of the Company that were converted to GE HealthCare equity-based awards as part of the Spin-Off.

Total outstanding PSUs as of March 31, 2023 were 1,271 thousand shares with a weighted average fair value of \$85 dollars. The intrinsic value and weighted average contractual term of PSUs outstanding were \$104 million and 2.0 years, respectively.

The following tables present compensation expense and tax impact recognized as well as other share-based compensation data for the three months ended March 31, 2023.

### Share-based Compensation Expense

	March 31, 2023
Compensation expense (pre-tax)	\$ 24
Income tax benefits	(8)
Compensation expense (after-tax)	\$ 16

### Other Share-based Compensation Data

	March 31, 2023
Unrecognized compensation expense (amortized over a weighted average period of 2.0 years)	\$ 212
Cash received from stock options exercised	18
Intrinsic value of stock options exercised and RSU/PSUs vested	48

## NOTE 16. EARNINGS PER SHARE

On January 3, 2023, there were approximately 454 million shares of GE HealthCare common stock outstanding, including the 19.9% interest in our outstanding shares of common stock retained by GE following the Distribution. The computation of basic and diluted earnings per common share for all periods through December 31, 2022 was calculated using this same number of common shares outstanding since no GE HealthCare equity awards were outstanding as of the Distribution Date and is net of Net (income) loss attributable to noncontrolling interest which is fully associated with continuing operations.

## Earnings Per Share

(In millions, except per share amounts)	For the three months ended March 31	
	2023	2022
<b>Numerator:</b>		
Net income	\$ 383	\$ 402
Net (income) attributable to noncontrolling interests	(11)	(13)
Net income attributable to GE HealthCare	372	389
Deemed preferred stock dividend of redeemable noncontrolling interest	(183)	—
Net income attributable to GE HealthCare common stockholders	\$ 189	\$ 389
<b>Denominator:</b>		
Basic weighted-average shares outstanding	454	454
Dilutive effect of common stock equivalents	3	—
Diluted weighted-average shares outstanding	457	454
Basic Earnings Per Share	\$ 0.42	\$ 0.86
Diluted Earnings Per Share	\$ 0.41	\$ 0.86
Antidilutive securities <sup>(a)</sup>	4	—

(a) Diluted EPS excludes certain shares issuable under stock based compensation plans because the effect would have been antidilutive.

## NOTE 17. SUPPLEMENTAL FINANCIAL INFORMATION

### Cash, Cash Equivalents and Restricted Cash

	As of	
	March 31, 2023	December 31, 2022
Cash and cash equivalents	\$ 2,324	\$ 1,440
Short-term restricted cash	3	5
<b>Total cash, cash equivalents, and restricted cash as presented on the Condensed Consolidated and Combined Statements of Financial Position</b>	<b>2,327</b>	<b>1,445</b>
Long-term restricted cash <sup>(a)</sup>	7	6
<b>Total cash, cash equivalents, and restricted cash as presented on the Condensed Consolidated and Combined Statements of Cash Flows</b>	<b>\$ 2,334</b>	<b>\$ 1,451</b>

(a) Long-term restricted cash is recognized within All other assets in the Condensed Consolidated and Combined Statements of Financial Position.

### Inventories

	As of	
	March 31, 2023	December 31, 2022
Raw materials	\$ 1,097	\$ 1,053
Work in process	107	91
Finished goods	1,052	1,011
<b>Inventories<sup>(a)</sup></b>	<b>\$ 2,256</b>	<b>\$ 2,155</b>

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

### ALL OTHER CURRENT AND NON-CURRENT ASSETS.

All other current assets primarily include prepaid expenses and deferred costs, financing receivables, and derivative instruments. All other assets primarily include pension assets, equity method and other investments, financing receivables, long-term customer and sundry receivables, long-term inventories, and long-term contract and other deferred assets. All other current and non-current assets increased in the three months ended March 31, 2023, primarily due to assets transferred from GE as a result of the Spin-Off. Refer to Note 1, "Organization and Basis of Presentation" for further information.



## ALL OTHER CURRENT AND NON-CURRENT LIABILITIES.

All other current liabilities and All other liabilities primarily include liabilities related to employee compensation and benefits, long-term contract liabilities, income taxes payable and uncertain tax positions, operating lease liabilities, sales allowances, equipment projects and other commercial liabilities, environmental, health and safety obligations, derivative instruments, product warranties, and accrued freight and utilities. All other current and non-current liabilities increased in the three months ended March 31, 2023, primarily due to liabilities transferred from GE as a result of the Spin-Off and the exercise of certain redeemable noncontrolling interests. Refer to Note 1, "Organization and Basis of Presentation" and "Redeemable noncontrolling interests" below for further information.

## SUPPLY CHAIN FINANCE PROGRAMS.

The Company participates in voluntary supply chain finance programs which provide participating suppliers the opportunity to sell their GE HealthCare receivables to third parties at the sole discretion of both the suppliers and the third parties. We evaluate supply chain finance programs to ensure the use of a third-party intermediary to settle our trade payables does not change the nature, existence, amount, or timing of our trade payables and does not provide the Company with any direct economic benefit. If any characteristics of the trade payables change or we receive a direct economic benefit, we reclassify the trade payables as borrowings. In connection with the supply chain finance program, payment terms normally range from 30 to 150 days, not exceeding 180 days, depending on the underlying supplier agreements. Included in Accounts payable as of March 31, 2023 and December 31, 2022 were \$390 million and \$392 million, respectively, of confirmed supplier invoices that are outstanding and subject to the third-party programs.

## REDEEMABLE NONCONTROLLING INTERESTS.

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

The activity attributable to redeemable noncontrolling interests for the three months ended March 31, 2023 and 2022 is presented below.

### Redeemable Noncontrolling Interests

	For the three months ended March 31			
	2023		2022	
<b>Balance at beginning of period</b>	<b>\$</b>	<b>230</b>	<b>\$</b>	<b>220</b>
Net income attributable to redeemable noncontrolling interests		10		9
Redemption value adjustments <sup>(a)</sup>		183		—
Exercise of redeemable noncontrolling interests <sup>(b)</sup>		(222)		—
<b>Balance at end of period</b>	<b>\$</b>	<b>201</b>	<b>\$</b>	<b>229</b>

(a) As of January 3, 2023, certain redeemable noncontrolling interests were probable of becoming redeemable due to the change of control that occurred upon consummation of the Spin-Off. These redeemable noncontrolling interests were remeasured to their current redemption value resulting in a redemption value adjustment of \$183 million. The remeasurement was accounted for as a deemed preferred stock dividend of redeemable noncontrolling interest and recorded as an adjustment to retained earnings.

(b) In February 2023, the redeemable noncontrolling interest holder exercised its option redemption provision. The expected redemption payment of \$222 million is expected to be made in the second quarter of 2023 and has been recognized within All other current liabilities.

### Other Income (Expense) – Net

	For the three months ended March 31			
	2023		2022	
Net interest and investment income (expense)	\$	13	\$	(2)
Equity method investment income		4		3
Change in fair value of assumed obligation		(13)		—
Other items, net <sup>(a)</sup>		4		25
<b>Total other income (expense) – net</b>	<b>\$</b>	<b>8</b>	<b>\$</b>	<b>26</b>

(a) Other items, net primarily consists of licensing and royalty income and gains and losses related to derivatives for the three months ended March 31, 2022.

## NOTE 18. RELATED PARTIES

### PRIOR TO SPIN-OFF.

Prior to the Spin-Off, GE provided the Company with significant corporate infrastructure and shared services. Some of these services will continue to be provided by GE to the Company on a temporary basis under the Transition Services Agreement, as discussed below. The following disclosures summarize related party activity between GE HealthCare and GE. This activity, which occurred prior to the Spin-Off, is included in the condensed combined financial statements.

#### *Pensions, Benefit, and Contribution Plans*

As discussed in Note 9, "Postretirement Benefit Plans," employees of the Company participated in pensions, benefit, and contribution plans that were sponsored by GE. The Company was charged \$59 million for the three months ended March 31, 2022 related to employee participation in these plans. In connection with the Spin-Off, a portion of these plans were transferred to the Company.

#### *Share-based Compensation*

GE granted various employee benefits to its group employees, including those of the Company, under the GE Long-Term Incentive Plan. These benefits primarily included stock options and restricted stock units. Compensation expense allocated to the Company was \$19 million for the three months ended March 31, 2022, and is recognized within SG&A in the Condensed Combined Statement of Income.

#### *Corporate Overhead and Other Allocations from GE*

GE provided certain services described below that were charged to the Company based on employee headcount, revenue, or other allocation methodologies.

### Corporate Allocations from GE

	March 31, 2022	
Costs for centralized services <sup>(a)</sup>	\$	13
Costs associated with employee medical insurance <sup>(b)</sup>		30
Costs for corporate and shared services <sup>(c)</sup>		116

(a) Costs for centralized services such as public relations, treasury and cash management, and other services were recognized within SG&A in the Condensed Combined Statement of Income.

(b) Costs associated with employee medical insurance were recognized within Cost of products, Cost of services, SG&A, and Research and development ("R&D") in the Condensed Combined Statement of Income based on the employee population.

(c) Costs for corporate and shared services such as information technology, finance and other services were primarily recognized in SG&A and R&D in the Condensed Combined Statement of Income.

Management believes that the expense and cost allocations have been determined on a basis that is a reasonable reflection of the utilization of services provided or the benefit received by the Company during the three months ended March 31, 2022. The amounts that would have been, or will be incurred, on a stand-alone basis could materially differ from the amounts allocated due to economies of scale, difference in management judgment, a requirement for more or fewer employees, or other factors.

### AFTER SPIN-OFF.

In connection with the Spin-Off, the Company entered into or adopted several agreements that provide a framework for the relationship between the Company and GE, including, but not limited to the following which had activity during the first quarter of 2023:

- *Separation and Distribution Agreement* – sets forth the principal actions to be taken in connection with the Spin-Off, including the transfer of assets and assumption of liabilities, and establishes certain rights and obligations between the Company and GE following the Distribution, including procedures with respect to claims subject to indemnification and related matters..
- *Transition Services Agreement* – governs all matters relating to the provision of services between the Company and GE on a transitional basis. The services the Company receives include support for digital technology, human resources, supply chain, finance, and real estate services, among others. The services generally commenced on the date of the Spin-Off and will terminate up to 36 months following the Distribution Date depending upon the related transitional service. For the three months ended March 31, 2023, we incurred \$108 million, net, which represents fees charged from GE to the Company primarily for information technology, human resources, and R&D and is net of fees charged from the Company to GE for facilities and other shared services.

- *Tax Matters Agreement (“TMA”)* – governs the respective rights, responsibilities, and obligations between the Company and GE with respect to all tax matters (excluding employee-related taxes covered under the Employee Matters Agreement), in addition to certain restrictions which generally prohibit us from taking or failing to take any action in the two-year period following the Distribution that would prevent the Distribution from qualifying as tax-free for U.S. federal income tax purposes, including limitations on our ability to pursue certain strategic transactions. The TMA specifies the portion of tax liability for which the Company will bear contractual responsibility, and the Company and GE will each agree to indemnify each other against any amounts for which such indemnified party is not responsible.

Current amounts due from and to GE under the various agreements described above are recognized within Due from related parties or Due to related parties, as applicable, in the Condensed Consolidated and Combined Statements of Financial Position. Non-current amounts due from and to GE were \$77 million and \$108 million, respectively, as of March 31, 2023 and were recognized within All other assets or All other liabilities, as applicable, in the Condensed Consolidated Statements of Financial Position. These amounts primarily relate to tax and other indemnities.

GE HealthCare sells products and services in the ordinary course of business to certain entities associated with two members of our Board of Directors. During the three months ended March 31, 2023, we recognized revenue of \$24 million from these entities in connection with providing products and services. Current amounts due from these entities as of March 31, 2023 were not significant.

#### **NOTE 19. SUBSEQUENT EVENTS**

On April 25th, 2023 the Company's Board of Directors declared a cash dividend of \$0.03 per share of common stock, payable on June 15, 2023, to stockholders of record on May 23, 2023.

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

### Part I. Financial Information

#### Index

<b>Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operation ("MD&amp;A")</b>	<b>Page</b>
Trends and Factors Impacting Our Performance	<a href="#">29</a>
Summary of Key Performance Measures	<a href="#">30</a>
Results of Operations	<a href="#">31</a>
Results of Operations - Segments	<a href="#">34</a>
Non-GAAP Financial Measures	<a href="#">34</a>
Liquidity and Capital Resources	<a href="#">38</a>
Recently Issued Accounting Pronouncements	<a href="#">40</a>
Critical Accounting Estimates	<a href="#">40</a>

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the condensed consolidated and combined financial statements and corresponding notes included elsewhere in this Quarterly Report on Form 10-Q. The following discussion and analysis provides information management believes to be relevant to understanding the financial condition and results of operations of GE HealthCare Technologies Inc. ("GE HealthCare," the "Company," "our," or "we") for the three months ended March 31, 2023 and 2022. For a full understanding of our financial condition and results of operations, the below discussion should be read alongside the Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022. This discussion contains forward-looking statements that are based upon current expectations and are subject to uncertainty and changes in circumstances. Our actual results could differ materially from the results contemplated by these forward-looking statements due to a number of factors, including those discussed below and elsewhere in this Quarterly Report on Form 10-Q, and particularly in "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022. Actual results may differ materially from these expectations, see "Forward-Looking Statements."

The following tables are presented in millions of United States ("U.S.") dollars unless otherwise stated, except for per-share amounts which are presented in U.S. dollars.

Unless the context otherwise requires, references to "GE HealthCare," "we," "us," "our," and the "Company" refer to (i) General Electric Company's ("GE's") healthcare business prior to the previously announced spin-off of the Company on January 3, 2023 (the "Spin-Off") as a carve-out business of GE with related condensed combined financial statements and (ii) GE HealthCare Technologies Inc. and its subsidiaries following the Spin-Off with related condensed consolidated financial statements.

GE HealthCare's operations are organized and managed through four reportable segments: Imaging, Ultrasound, Patient Care Solutions ("PCS"), and Pharmaceutical Diagnostics ("PDX").

### TRENDS AND FACTORS IMPACTING OUR PERFORMANCE

We believe that our performance and future success depend on a number of factors that present significant opportunities for us but also pose risks and challenges, including those discussed below and particularly in "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

#### KEY TRENDS AFFECTING RESULTS OF OPERATIONS.

##### *Russia and Ukraine Conflict*

We had \$158 million and \$143 million of assets in, or directly related to, these two countries as of March 31, 2023 and December 31, 2022, respectively, none of which are subject to sanctions that impact the carrying value of the assets. We generated revenues of \$78 million and \$58 million from customers in these two countries for the three months ended March 31, 2023 and March 31, 2022, respectively. The potential inability to repatriate earnings from these two countries will not have a material impact on our ability to operate.

We continue to monitor the effects of Russia's invasion of Ukraine, including the consideration of financial impact, cybersecurity risks, the applicability and effect of sanctions, and the employee base in Ukraine and Russia. Our board of directors (the "Board"), with management, will continue to assess whether developments related to the conflict have had, or are reasonably likely to have, a material impact on the Company.

#### TRANSITION TO STAND-ALONE COMPANY.

##### *Financial Presentation Under GE Ownership*

GE HealthCare utilized allocations and carve-out methodologies through the date of the Spin-Off to prepare historical condensed combined financial statements. The condensed combined financial statements herein for periods prior to the Spin-Off may not be indicative of our future performance, do not necessarily include the actual expenses that would have been incurred by us, and may not reflect our results of operations, financial position, and cash flows had we been a separate, stand-alone company during the historical periods presented. For additional information, see Note 1, "Organization and Basis of Presentation" to the condensed consolidated and combined financial statements.

##### *Pension and Other Benefit-Related Liabilities*

In connection with the Spin-Off, on January 1, 2023 GE transferred certain plan liabilities and assets to GE HealthCare. The amounts related to the plans assumed by GE HealthCare on January 1, 2023, in addition to the existing GE HealthCare plans, are shown in the table below.

## Postretirement Benefit Plans

	Projected benefit obligations	Fair value of plan assets	Funded status - surplus (deficit)
GE HealthCare Pension Plan	\$ 15,968	\$ 14,860	\$ (1,108)
GE HealthCare Supplementary Pension Plan	2,032	—	(2,032)
Other Pension Plans	3,743	4,048	305
Retiree Benefit Plans	1,210	—	(1,210)
<b>Total transferred plans</b>	<b>\$ 22,953</b>	<b>\$ 18,908</b>	<b>(4,045)</b>
Plans sponsored by GE HealthCare	703	425	(278)
<b>Total postretirement benefit plans</b>	<b>\$ 23,656</b>	<b>\$ 19,333</b>	<b>(4,323)</b>

Refer to Note 9, "Postretirement Benefit Plans" to the condensed consolidated and combined financial statements for further information.

## SUMMARY OF KEY PERFORMANCE MEASURES

Management reviews and analyzes several key performance measures including Total revenues, Remaining Performance Obligations ("RPO"), Operating income, Net income attributable to GE HealthCare, Earnings per share - continuing operations, and Cash flow from operations. Management also reviews and analyzes Organic revenue\*, Adjusted Earnings Before Interest and Taxes\* ("Adjusted EBIT\*"), Adjusted net income\*, Adjusted earnings per share\*, and Free cash flow\*, which are non-GAAP financial measures. These measures are reviewed and analyzed in order to evaluate our business performance, identify trends affecting our business, allocate capital, and make strategic decisions, including those discussed below. The non-GAAP financial measures should be considered along with the most directly comparable U.S. generally accepted accounting principles ("U.S. GAAP") financial measures. Definitions of these non-GAAP financial measures, a discussion of why we believe they are useful to management and investors as well as certain of their limitations, and reconciliations to their most directly comparable U.S. GAAP financial measures are provided below under "Non-GAAP Financial Measures."

### Total Revenues

	For the three months ended March 31			
	2023	2022	% change	% organic* change
Total revenues	\$ 4,707	\$ 4,343	8 %	12 %

Total revenues were \$4,707 million for the three months ended March 31, 2023, an increase of \$364 million, or 8% as reported and 12% organically\* from the three months ended March 31, 2022, primarily driven by growth across all segments. See "Total revenues" section below for further information.

### Remaining Performance Obligations

	As of March 31		As of December 31	
	2023	2022	2022	% change
Products	\$ 4,966	\$ 4,992		(1)%
Services	9,524	9,351		2%
<b>Total RPO</b>	<b>\$ 14,490</b>	<b>\$ 14,343</b>		<b>1%</b>

RPO represents the estimated revenue expected from customer contracts that are partially or fully unperformed inclusive of amounts deferred in contract liabilities, excluding contracts, or portions thereof, that provide the customer with the ability to cancel or terminate without incurring a substantive penalty. RPO as of March 31, 2023 increased 1% from December 31, 2022, primarily due to the timing of multi-year service contract renewals in the U.S.

### Business Performance

	For the three months ended March 31		
	2023	2022	% change
Operating income	\$ 559	\$ 509	10%
Net income attributable to GE HealthCare	372	389	(4)%
Adjusted EBIT*	664	599	11%
Adjusted net income*	388	437	(11)%

\*Non-GAAP Financial Measure

Operating income was \$559 million for the three months ended March 31, 2023, an increase of \$50 million or 10% from the three months ended March 31, 2022. Net income attributable to GE HealthCare was \$372 million for the three months ended March 31, 2023, a decrease of \$17 million or 4% from the three months ended March 31, 2022. The increase in Operating income was mainly attributable to an increase in Total revenues, partially offset by increased costs associated with being a standalone company and planned Research and Development ("R&D") investments. The decrease in Net income attributable to GE HealthCare was mainly driven by increased interest expense on our indebtedness, partially offset by an increase in Non-operating benefit income.

Adjusted EBIT\* was \$664 million for the three months ended March 31, 2023, an increase of \$65 million or 11% from the three months ended March 31, 2022. Adjusted net income\* was \$388 million for the three months ended March 31, 2023, a decrease of \$49 million or 11% from the three months ended March 31, 2022. The increase of Adjusted EBIT\* was mainly attributable to an increase in Operating income. The decrease in Adjusted net income\* was primarily driven by increased interest expense on our indebtedness, partially offset by the increase in Operating income. See "Operating income, Net Income Attributable to GE HealthCare, Adjusted EBIT\*, and Adjusted Net Income\*" below for further information.

## Cash Flow

	For the three months ended March 31		
	2023	2022	% change
Cash from (used for) operating activities – continuing operations	\$ 468	\$ 468	—%
Free cash flow*	325	371	(12)%

Cash generated from operating activities – continuing operations was \$468 million for the three months ended March 31, 2023 and 2022.

Free cash flow\* was \$325 million for the three months ended March 31, 2023, a decrease of \$46 million or 12% from the three months ended March 31, 2022, primarily driven by a decrease in accounts payable, an increase in company funded benefit payments for postretirement benefit plans, and an increase in additions to Property, Plant, and Equipment ("PP&E"), partially offset by a decrease in inventory, a decrease in current receivables and lower cash taxes paid.

## RESULTS OF OPERATIONS

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

### Condensed Consolidated and Combined Statements of Income

	For the three months ended March 31	
	2023	2022
Sales of products	\$ 3,131	\$ 2,787
Sales of services	1,576	1,556
<b>Total revenues</b>	<b>4,707</b>	<b>4,343</b>
Cost of products	2,037	1,914
Cost of services	779	751
<b>Gross profit</b>	<b>1,891</b>	<b>1,678</b>
Selling, general, and administrative	1,062	931
Research and development	270	238
<b>Total operating expenses</b>	<b>1,332</b>	<b>1,169</b>
<b>Operating income</b>	<b>559</b>	<b>509</b>
Interest and other financial charges—net	136	4
Non-operating benefit (income) costs	(115)	(2)
Other (income) expense—net	(8)	(26)
<b>Income from continuing operations before income taxes</b>	<b>546</b>	<b>533</b>
Benefit (provision) for income taxes	(163)	(131)
<b>Net income</b>	<b>383</b>	<b>402</b>
Net (income) attributable to noncontrolling interests	(11)	(13)
<b>Net income attributable to GE HealthCare</b>	<b>\$ 372</b>	<b>\$ 389</b>

\*Non-GAAP Financial Measure

**TOTAL REVENUES.****Revenues by Segment**

	For the three months ended March 31			
	2023	2022	% change	% organic* change
<b>Segment revenues</b>				
Imaging	\$ 2,496	\$ 2,311	8%	12%
Ultrasound	859	815	5%	10%
PCS	781	716	9%	11%
PDX	558	484	15%	19%
Other <sup>(a)</sup>	13	17		
<b>Total revenues</b>	<b>\$ 4,707</b>	<b>\$ 4,343</b>	<b>8%</b>	<b>12%</b>

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

**Revenues by Region**

	For the three months ended March 31		
	2023	2022	% change
USCAN	\$ 2,083	\$ 1,943	7%
EMEA	1,168	1,092	7%
China region	672	569	18%
Rest of World	784	739	6%
<b>Total revenues</b>	<b>\$ 4,707</b>	<b>\$ 4,343</b>	<b>8%</b>

For the three months ended March 31, 2023

Total revenues were \$4,707 million for the three months ended March 31, 2023, growing 8% or \$364 million as reported and 12% organically\*. The reported growth was primarily due to Sales of products growing 12% or \$344 million as reported, driven by growth across all segment revenues.

The segment revenues were as follows:

- Imaging segment revenues were \$2,496 million for the three months ended March 31, 2023, growing 8% or \$185 million as reported due to an increase in Organic revenue\*, partially offset by unfavorable foreign currency impacts. Organic revenue\* grew 12% primarily due to growth in MR and MI/CT product lines due to supply chain fulfillment improvements and new product introductions;
- Ultrasound segment revenues were \$859 million for the three months ended March 31, 2023, growing 5% or \$44 million as reported due to an increase in Organic revenue\*, partially offset by unfavorable foreign currency impacts. Organic revenue\* grew 10% primarily due to growth in cardiovascular, general imaging, and women's health products primarily due to new product introductions and supply chain fulfillment improvements;
- PCS segment revenues were \$781 million for the three months ended March 31, 2023, growing 9% or \$65 million as reported due to an increase in Organic revenue\*, partially offset by unfavorable foreign currency impacts. Organic revenue\* grew 11% with growth across all product lines driven by supply chain fulfillment improvements; and
- PDX segment revenues were \$558 million for the three months ended March 31, 2023, growing 15% or \$74 million as reported due to an increase in Organic revenue\*, partially offset by unfavorable foreign currency impacts. Organic revenue\* grew 19%, with a growth in sales volume of our products seen across all regions.

\*Non-GAAP Financial Measure



The regional revenues were as follows:

- USCAN revenues were \$2,083 million for the three months ended March 31, 2023, growing 7% or \$140 million as reported due to growth across all segment revenues;
- EMEA revenues were \$1,168 million for the three months ended March 31, 2023, growing 7% or \$76 million as reported due to growth in Imaging and PDX revenues, partially offset by unfavorable foreign currency impacts;
- China region revenues were \$672 million for the three months ended March 31, 2023, growing 18% or \$103 million as reported due to growth across all segment revenues, partially offset by unfavorable foreign currency impacts; and
- Rest of World revenues were \$784 million for the three months ended March 31, 2023, growing 6% or \$45 million as reported due to growth in Imaging and PDX revenues, partially offset by unfavorable foreign currency impacts.

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

	For the three months ended March 31				
	2023	% of Total revenues	2022	% of Total revenues	% change
Operating income	\$ 559	11.9%	\$ 509	11.7%	10%
Net income attributable to GE HealthCare	372	7.9%	389	9.0%	(4)%
Adjusted EBIT*	664	14.1%	599	13.8%	11%
Adjusted net income*	388	8.2%	437	10.1%	(11)%

For the three months ended March 31, 2023

Operating income was \$559 million for the three months ended March 31, 2023, an increase of \$50 million and 20 basis points as a percentage of Total revenues. The increase as a percent of Total revenues was due to the following factors:

- Cost of products sold increased \$123 million but decreased 360 basis points as a percent of Sales of products. The decrease as a percent of sales was driven by cost productivity initiatives and an increase in pricing of our products, partially offset by continued cost inflation. Cost of services sold increased \$28 million or 110 basis points as a percent of Sales of services. The increase as a percent of sales was driven by cost inflation, partially offset by cost productivity initiatives and an increase in pricing of our service offerings. Included in our total cost of revenue for the three months ended March 31, 2023, as part of our product investment, was \$110 million in engineering costs for design follow-through on new product introductions and product lifecycle maintenance subsequent to the initial product launch, compared to \$105 million for the three months ended March 31, 2022; and
- Total operating expenses increased \$163 million due to an increase in Selling, general, and administrative (“SG&A”) expense of \$131 million driven by increased costs associated with both the stand-up and operation as a standalone company and investment in commercial teams and an increase in planned R&D investments of \$32 million. As a result, SG&A as a percentage of Total revenues increased by 120 basis points and R&D as a percentage of Total revenues increased by 20 basis points.

Net income attributable to GE HealthCare and Net income margin was \$372 million and 7.9% for the three months ended March 31, 2023, a decrease of \$17 million and 110 basis points, primarily due to the following factors:

- Operating income increased \$50 million, as discussed above;
- Interest and other financial charges – net increased \$132 million primarily due to interest expense related to the debt securities issued by GE HealthCare in November of 2022 and the Term Loan Facility drawn upon in January of 2023;
- Non-operating benefit (income) costs increased \$113 million primarily related to the pension plans transferred to GE HealthCare as part of the Spin-Off; and
- Provision for income taxes increased \$32 million primarily due to taxes accrued for the repatriation of current earnings as well as a one-time charge for prior period earnings of certain of our foreign subsidiaries. For additional detail regarding our income taxes, and Note 10, “Income Taxes” to the condensed consolidated and combined financial statements.

Adjusted EBIT\* and Adjusted EBIT margin\* were \$664 million and 14.1% for the three months ended March 31, 2023, an increase of \$65 million and 30 basis points, respectively, primarily due to an increase in Operating income as discussed above.

\*Non-GAAP Financial Measure

Adjusted net income\* was \$388 million for the three months ended March 31, 2023, a decrease of \$49 million primarily due to higher Interest and other financial charges - net, partially offset by an increase in Operating income as discussed above.

## RESULTS OF OPERATIONS – SEGMENTS

We report our business in four reportable segments (Imaging, Ultrasound, PCS, and PDx) and we evaluate their operating performance using revenue and Segment EBIT. We exclude from Segment EBIT certain corporate-related expenses and certain transactions or adjustments that our Chief Operating Decision Maker (which is our Chief Executive Officer) considers to be non-operational, such as interest expenses, income tax expenses, restructuring costs, acquisition and disposition related charges (benefits), Spin-Off and separation costs, Non-operating benefit (income) costs, gain/loss of business dispositions/divestments, amortization of acquisition-related intangible assets, Net (income) loss attributable to noncontrolling interests, Income (loss) from discontinued operations, net of taxes, and investment revaluation gain/loss. See "Results of Operations" section above for discussion on the performance of segments on revenue.

### Segment EBIT

	For the three months ended March 31				
	2023	% of segment revenues	2022	% of segment revenues	% change
Segment EBIT					
Imaging	\$ 191	7.7 %	\$ 206	8.9 %	(7) %
Ultrasound	207	24.1 %	192	23.6 %	8 %
PCS	109	14.0 %	65	9.1 %	68 %
PDx	155	27.8 %	138	28.5 %	12 %
Other <sup>(a)</sup>	2		(2)		
	<b>\$ 664</b>		<b>\$ 599</b>		<b>11 %</b>

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

For the three months ended March 31, 2023

- Imaging Segment EBIT was \$191 million for the three months ended March 31, 2023, a decrease of \$15 million due to cost inflation, planned investments, and mix between our product and service offerings, partially offset by productivity initiatives, an increase in price and growth in sales volume;
- Ultrasound Segment EBIT was \$207 million for the three months ended March 31, 2023, an increase of \$15 million due to growth in sales volume, cost productivity and an increase in price, partially offset by cost inflation and planned investments;
- PCS Segment EBIT was \$109 million for the three months ended March 31, 2023, an increase of \$44 million due to cost productivity and an increase in price, partially offset by cost inflation and planned investments; and
- PDx Segment EBIT was \$155 million for the three months ended March 31, 2023, an increase of \$17 million due to an increase in price, growth in sales volume, and cost productivity, partially offset by cost inflation and planned investments.

## NON-GAAP FINANCIAL MEASURES

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

\*Non-GAAP Financial Measure

The non-GAAP financial measures we report include:

*Organic revenue and Organic revenue growth rate*

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

*Adjusted EBIT and Adjusted EBIT margin*

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

*Adjusted net income*

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

*Adjusted earnings per share*

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

*Free cash flow*

We believe that Free cash flow provides management and investors with an important measure of our ability to generate cash on a normalized basis. Free cash flow also provides insight into our flexibility to allocate capital, including reinvesting in the Company for future growth, paying down debt, paying dividends, and pursuing other opportunities that may enhance stockholder value. Free cash flow is Cash from (used for) operating activities - continuing operations including cash flows related to the additions and dispositions of PP&E and internal-use software as well as the impact of discontinued factoring programs. Interest expense associated with external debt that was historically held by GE is not recognized in the condensed combined financial statements and related notes. Additionally, Free cash flow does not represent residual cash flows available for discretionary expenditures, due to the fact the measures do not deduct the payments required for debt repayments.

*Non-GAAP Reconciliations*

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

**Organic Revenue\***

For the three months ended March 31

	2023	2022	% change
<b>Imaging revenues</b>	\$ 2,496	\$ 2,311	8%
Less: Acquisitions <sup>(a)</sup>	—	—	
Less: Dispositions <sup>(b)</sup>	—	—	
Less: Foreign currency exchange	(98)	—	
<b>Imaging Organic revenue*</b>	\$ 2,594	\$ 2,311	12%
<b>Ultrasound revenues</b>	\$ 859	\$ 815	5%
Less: Acquisitions <sup>(a)</sup>	—	—	
Less: Dispositions <sup>(b)</sup>	—	—	
Less: Foreign currency exchange	(40)	—	
<b>Ultrasound Organic revenue*</b>	\$ 899	\$ 815	10%
<b>PCS revenues</b>	\$ 781	\$ 716	9%
Less: Acquisitions <sup>(a)</sup>	—	—	
Less: Dispositions <sup>(b)</sup>	—	—	
Less: Foreign currency exchange	(17)	—	
<b>PCS Organic revenue*</b>	\$ 798	\$ 716	11%
<b>PDx revenues</b>	\$ 558	\$ 484	15%
Less: Acquisitions <sup>(a)</sup>	—	—	
Less: Dispositions <sup>(b)</sup>	—	—	
Less: Foreign currency exchange	(19)	—	
<b>PDx Organic revenue*</b>	\$ 577	\$ 484	19%
<b>Other revenues</b>	\$ 13	\$ 17	(24)%
Less: Acquisitions <sup>(a)</sup>	—	—	
Less: Dispositions <sup>(b)</sup>	—	—	
Less: Foreign currency exchange	—	—	
<b>Other Organic revenue*</b>	\$ 13	\$ 17	(24)%
<b>Total revenues</b>	\$ 4,707	\$ 4,343	8%
Less: Acquisitions <sup>(a)</sup>	—	—	
Less: Dispositions <sup>(b)</sup>	—	—	
Less: Foreign currency exchange	(174)	—	
<b>Organic revenue*</b>	\$ 4,881	\$ 4,343	12%

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

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

\*Non-GAAP Financial Measure

**Adjusted EBIT\***

	For the three months ended March 31		
	2023	2022	% change
<b>Net income attributable to GE HealthCare</b>	<b>\$ 372</b>	<b>\$ 389</b>	<b>(4)%</b>
Add: Interest and other financial charges - net	136	4	
Add: Non-operating benefit (income) costs	(115)	(2)	
Less: Benefit (provision) for income taxes	(163)	(131)	
Less: Net (income) attributable to noncontrolling interests	(11)	(13)	
<b>EBIT*</b>	<b>\$ 567</b>	<b>\$ 534</b>	<b>6%</b>
Add: Restructuring costs <sup>(a)</sup>	12	12	
Add: Acquisition and disposition related charges (benefits) <sup>(b)</sup>	1	15	
Add: Spin-Off and separation costs <sup>(c)</sup>	58	—	
Add: (Gain)/loss of business dispositions/divestments <sup>(d)</sup>	—	(3)	
Add: Amortization of acquisition-related intangible assets	31	33	
Add: Investment revaluation (gain)/loss <sup>(e)</sup>	(5)	8	
<b>Adjusted EBIT*</b>	<b>\$ 664</b>	<b>\$ 599</b>	<b>11%</b>
<b>Net income margin</b>	<b>7.9%</b>	<b>9.0%</b>	<b>(110) bps</b>
<b>Adjusted EBIT margin*</b>	<b>14.1%</b>	<b>13.8%</b>	<b>30 bps</b>

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

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

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

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

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

**Adjusted Net Income\***

	For the three months ended March 31		
	2023	2022	% change
<b>Net income attributable to GE HealthCare</b>	<b>\$ 372</b>	<b>\$ 389</b>	<b>(4)%</b>
Add: Non-operating benefit (income) costs	(115)	(2)	
Add: Restructuring costs <sup>(a)</sup>	12	12	
Add: Acquisition and disposition related charges (benefits) <sup>(b)</sup>	1	15	
Add: Spin-Off and separation costs <sup>(c)</sup>	58	—	
Add: (Gain)/loss of business dispositions/divestments <sup>(d)</sup>	—	(3)	
Add: Amortization of acquisition-related intangible assets	31	33	
Add: Investment revaluation (gain)/loss <sup>(e)</sup>	(5)	8	
Add: Tax effect of reconciling items	4	(15)	
Add: Certain tax adjustments <sup>(f)</sup>	30	—	
<b>Adjusted net income*</b>	<b>\$ 388</b>	<b>\$ 437</b>	<b>(11)%</b>

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

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

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

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

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

(f) Consists of certain income tax adjustments, including the accrual of a deferred tax liability on the prior period earnings of certain of our foreign subsidiaries for which we are no longer permanently reinvested.

\*Non-GAAP Financial Measure

Adjusted Earnings Per Share*	For the three months ended March 31		
	2023	2022	\$ change
<i>(In dollars, except shares outstanding presented in millions)</i>			
<b>Diluted earnings per share – continuing operations</b>	<b>\$ 0.41</b>	<b>\$ 0.86</b>	<b>(0.45)</b>
Add: Deemed preferred stock dividend of redeemable noncontrolling interest	0.40	—	
Add: Non-operating benefit (income) costs	(0.25)	(0.00)	
Add: Restructuring costs <sup>(a)</sup>	0.03	0.03	
Add: Acquisition and disposition related charges (benefits) <sup>(b)</sup>	0.00	0.03	
Add: Spin-Off and separation costs <sup>(c)</sup>	0.13	—	
Add: (Gain)/loss of business dispositions/divestments <sup>(d)</sup>	—	(0.01)	
Add: Amortization of acquisition-related intangible assets	0.07	0.07	
Add: Investment revaluation (gain)/loss <sup>(e)</sup>	(0.01)	0.02	
Add: Tax effect of reconciling items	0.01	(0.03)	
Add: Certain tax adjustments <sup>(f)</sup>	0.07	—	
<b>Adjusted earnings per share*<sup>(g)</sup></b>	<b>\$ 0.85</b>	<b>\$ 0.96</b>	<b>(0.11)</b>
<b>Diluted weighted-average shares outstanding</b>	<b>457</b>	<b>454</b>	

- (a) Consists of severance, facility closures, and other charges associated with restructuring programs.
- (b) Consists of legal, consulting, and other transaction and integration fees, and adjustments to contingent consideration, as well as other purchase accounting related charges and other costs directly related to the transactions.
- (c) Costs incurred in the Spin-Off and separation from GE, including system implementations, audit and advisory fees, legal entity separation, Founders Grant equity awards, and other one-time costs.
- (d) Consists of gains and losses resulting from the sale of assets and investments.
- (e) Primarily relates to valuation adjustments for equity investments.
- (f) Consists of certain income tax adjustments, including the accrual of a deferred tax liability on the prior period earnings of certain of our foreign subsidiaries for which we are no longer permanently reinvested.
- (g) Adjusted earnings per share\* amounts are computed independently, thus, the sum of per-share amounts may not equal the total.

Free Cash Flow*	For the three months ended March 31		
	2023	2022	% change
<b>Cash from (used for) operating activities – continuing operations</b>	<b>\$ 468</b>	<b>\$ 468</b>	<b>—%</b>
Add: Additions to PP&E and internal-use software	(143)	(100)	
Add: Dispositions of PP&E	—	3	
<b>Free cash flow*</b>	<b>\$ 325</b>	<b>\$ 371</b>	<b>(12)%</b>

## LIQUIDITY AND CAPITAL RESOURCES

As of March 31, 2023, our Cash, cash equivalents, and restricted cash balance was \$2,327 million. We have historically generated positive cash flows from operating activities from continuing operations. Additionally, we have access to revolving credit facilities of \$3,500 million in aggregate, described in detail in Note 8, "Borrowings" to the condensed consolidated and combined financial statements. Historically, we relied on cash pooling arrangements with GE to manage liquidity and fund our operations. Upon completion of the Spin-Off, we ceased participation in GE cash pooling arrangements and our Cash, cash equivalents, and restricted cash are held and used solely for our own ongoing operations and commitments.

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

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

Cash Flow	For the three months ended March 31		
	2023	2022	
Cash from (used for) operating activities – continuing operations	\$ 468	\$ 468	
Cash from (used for) investing activities – continuing operations	(266)	(100)	
Cash from (used for) financing activities – continuing operations	673	(420)	
Free cash flow*	325	371	

\*Non-GAAP Financial Measure

#### *Operating Activities*

Cash generated from operating activities from continuing operations was \$468 million for the three months ended March 31, 2023 and \$468 million for the three months ended March 31, 2022.

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

Cash generated from operating activities in the three months ended March 31, 2022 included Net income of \$402 million, non-cash charges for depreciation and amortization of \$159 million, and \$93 million outflow from changes in assets and liabilities, primarily driven by an increase in inventory, an increase in current receivables, and higher cash taxes paid, partially offset by an increase in accounts payable.

#### *Investing Activities*

Cash used for investing activities from continuing operations was \$266 million for the three months ended March 31, 2023 and \$100 million for the three months ended March 31, 2022.

Cash used for investing activities in the three months ended March 31, 2023, primarily included additions to PP&E of \$143 million related primarily to new product introductions and manufacturing capacity expansion and purchases of businesses, net of cash acquired of \$127 million related to Caption Health, Inc. ("Caption Health"). On February 17, 2023, we acquired Caption Health, an artificial intelligence ("AI") company whose technology expands access to AI-guided ultrasound screening for novice users.

Cash used for investing activities from continuing operations was \$100 million in the three months ended March 31, 2022, and included additions to PP&E of \$100 million related primarily to new product introductions and manufacturing capacity expansion.

#### *Financing Activities*

Cash generated from financing activities from continuing operations was \$673 million for the three months ended March 31, 2023 and cash used for financing activities from continuing operations was \$420 million for the three months ended March 31, 2022. Cash used for financing activities included \$1,317 million and \$391 million of transfers to GE in the three months ended March 31, 2023 and 2022, respectively, offset by newly issued debt of \$2,000 million in the three months ended March 31, 2023.

#### *Free cash flow\**

Free cash flow\* was \$325 million for the three months ended March 31, 2023 and \$371 million for the three months ended March 31, 2022. Free cash flow\* decreased \$46 million primarily due to a decrease in accounts payable, an increase in company funded benefit payments for postretirement benefit plans, and an increase in additions to PP&E, partially offset by a decrease in inventory, a decrease in current receivables, and lower cash taxes paid.

#### *Capital Expenditures*

Cash used for capital expenditures was \$143 million and \$100 million for the three months ended March 31, 2023 and 2022, respectively. Capital expenditures were primarily for manufacturing capacity expansion, equipment and tooling for new and existing products, and purchased software.

#### *Material Cash Requirements*

In the normal course of business, we enter into contracts and commitments that obligate us to make payments in the future. Information regarding our obligations under lease, debt, and purchase arrangements are provided in Note 8, "Borrowings," and Note 13, "Commitments, Guarantees, Product Warranties, and Other Loss Contingencies," to the condensed consolidated and combined financial statements contained elsewhere in this Quarterly Report on Form 10-Q, as well as Note 7, "Leases," disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022. Additionally, we have material cash requirements related to our pension obligations as described in Note 9, "Postretirement Benefit Plans," to the condensed consolidated and combined financial statements in this Quarterly Report on Form 10-Q.

#### *Debt and Credit Facilities*

As part of our capital structure, we have incurred debt. The servicing of this debt will be supported by cash flows from our operations. As of March 31, 2023, we had \$10,239 million of total debt compared to \$8,250 million as of December 31, 2022.

The increase in our total debt as of March 31, 2023 was driven by the completion of a \$2,000 million drawdown of the Term Loan Facility in connection with the Spin-Off from GE. The average interest rate during the period from January 3, 2023 through March 31, 2023 was 5.94%.

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\*Non-GAAP Financial Measure

Our credit facilities include a five-year senior unsecured revolving facility that provides borrowings of up to \$2,500 million expiring in November 2028, and a 364-day senior unsecured revolving facility that provides borrowings of up to \$1,000 million expiring in November 2023.

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

#### *Access to Capital and Credit Ratings*

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

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

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

During the first quarter of 2023, the financial markets experienced disruption due to certain bank failures. We have not experienced any material financial impact from this disruption. We will continue to monitor the situation and take action accordingly. We believe that our financing arrangements, future cash from operations, and access to capital markets will provide adequate resources to fund our future cash flow needs.

### **RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS**

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

### **CRITICAL ACCOUNTING ESTIMATES**

Our financial results are affected by the selection and application of accounting policies and methods. We have adopted accounting policies to prepare our condensed consolidated and combined financial statements in conformity with U.S. GAAP.

To prepare our condensed consolidated and combined financial statements in accordance with U.S. GAAP, management makes estimates and assumptions that may affect the reported amounts of our assets and liabilities, including our contingent liabilities, as of the date of our condensed consolidated and combined financial statements and the reported amounts of our revenues and expenses during the reporting periods. Our actual results may differ from these estimates. We consider estimates to be critical (i) if we are required to make assumptions about material matters that are uncertain at the time of estimation or (ii) if materially different estimates could have been made or it is reasonably likely that the accounting estimate will change from period to period.

Management believes that there have been no significant changes during the three months ended March 31, 2023 to the items that we disclosed as our critical accounting estimates in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

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

We are exposed to market risk primarily from changes in interest rates and foreign currency exchange rates, which may impact future income, cash flows, and fair value of our business. In certain situations, we may seek to reduce cash flow volatility associated with changes in interest rates and foreign currency exchange rates by entering into financial arrangements intended to provide a hedge against a portion of the risks associated with such volatility. We continue to have exposure to such risks to the extent they are not hedged. We enter into derivative financial arrangements to the extent they meet the objective described above, and we do not use derivatives for trading or speculative purposes.

See Note 12, "Financial Instruments and Fair Value Measurements" for further information about our risk exposures, our use of derivatives, and the effects of this activity on our financial statements.



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

Under the direction of our Chief Executive Officer (“CEO”) and our Chief Financial Officer (“CFO”), we have evaluated the effectiveness of our disclosure controls and procedures as of March 31, 2023 (as defined in Rule 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended). Based on their evaluation, our CEO and CFO concluded that, as of March 31, 2023, our disclosure controls and procedures were effective.

We relied on certain material processes and internal controls over financial reporting performed by GE prior to the Spin-Off. Following the Spin-Off, new corporate and governance functions were implemented in order to meet the regulatory requirements of a standalone public company, such as external reporting, treasury, and stock administration. There were no changes in our internal control over financial reporting during the fiscal quarter ended March 31, 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **PART II. OTHER INFORMATION**

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

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

We are reporting the following environmental matter in compliance with SEC requirements to disclose environmental proceedings where a governmental authority is a party and that involve potential monetary sanctions of \$300,000 or greater.

In July 2022, GE HealthCare received a notice of intention to impose an administrative fine of approximately \$0.6 million related to a December 2019 liquid hazardous waste event at our Rehovot, Israel site. The event involved clean room waste that spilled onto an unsealed floor, leading to an escape of a small amount of liquid to a third-party facility on a lower floor. The Israeli Ministry of Environmental Protection (“MEP”) concluded that the incident breached the site’s toxins permit. In accordance with local law, GE HealthCare has responded to MEP’s notice of fine challenging both the basis for, and level of, the fine. A decision from MEP is pending.

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

There have been no material changes to the risk factors disclosed in our Annual Report on Form 10-K for the year ended December 31, 2022.

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

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

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

None.

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

Not applicable.

### **ITEM 5. OTHER INFORMATION**

None.

**ITEM 6. EXHIBITS**

Number	Description
3.1	<a href="#">Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on December 29, 2022).</a>
3.2	<a href="#">Bylaws of the Registrant (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed with the SEC on December 29, 2022).</a>
10.1	<a href="#">GE HealthCare Founders Restricted Stock Unit Grant Agreement (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2023).</a>
10.2	<a href="#">GE HealthCare Founders Stock Option Grant Agreement (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2023).</a>
10.3	<a href="#">GE HealthCare Restricted Stock Unit Grant Agreement (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on March 3, 2023).</a>
10.4	<a href="#">GE HealthCare Stock Option Grant Agreement (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the SEC on March 3, 2023).</a>
10.5	<a href="#">GE HealthCare Performance Stock Unit Grant Agreement (incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed with the SEC on March 3, 2023).</a>
10.6	<a href="#">Global Addendum (incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2023).</a>
10.7	<a href="#">One GE HealthCare Annual Bonus Plan (incorporated by reference to Exhibit 10.4 to the Registrant's Current Report on Form 8-K filed with the SEC on February 3, 2023).</a>
10.8	<a href="#">GE HealthCare US Severance and Change in Control Plan for CEO and Leadership Team (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on March 24, 2023).</a>
10.9	<a href="#">GE HealthCare Non-Employee Director Compensation and Benefits Plan.</a>
10.10	<a href="#">GE HealthCare Director Restricted Stock Unit Grant Agreement.</a>
10.11	<a href="#">GE HealthCare Director Deferred Stock Unit Grant Agreement.</a>
10.12	<a href="#">Offer Letter with Helmut Zodi, dated November 25, 2020.</a>
10.13	<a href="#">Offer Letter with Frank R. Jimenez, dated February 4, 2022.</a>
10.14	<a href="#">Offer Letter with Betty D. Larson, dated January 21, 2022. †</a>
10.15	<a href="#">Employment Contract with Jan Makela, dated February 24, 2023.</a>
31.1	<a href="#">Certification of the Registrant's Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
31.2	<a href="#">Certification of the Registrant's Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
32.1	<a href="#">Certifications of the Registrant's Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
101	The following materials from GE HealthCare Technologies Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, formatted in inline XBRL (eXtensible Business Reporting Language); (i) Condensed Consolidated and Combined Statements of Income for the three months ended March 31, 2023 and 2022; (ii) Condensed Consolidated and Combined Statements of Comprehensive Income for the three months ended March 31, 2023 and 2022; (iii) Condensed Consolidated and Combined Statements of Financial Position at March 31, 2023 and December 31, 2022; (iv) Condensed Consolidated and Combined Statements of Changes in Equity at March 31, 2023 and December 31, 2022; (v) Condensed Consolidated and Combined Statements of Cash Flows for three months ended March 31, 2023 and 2022; and (vi) Notes to the Condensed Consolidated and Combined Financial Statements.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).
†	Certain portions of this exhibit have been redacted pursuant to Item 601(b)(2)(ii) and Item 601(b)(10)(iv) of Regulation S-K, as applicable. The Company agrees to furnish supplementally an unredacted copy of the exhibit to the Securities and Exchange Commission upon its request.

## SIGNATURES

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

April 25, 2023

/s/ George A. Newcomb

Date

George A. Newcomb, Chief Accounting Officer (authorized signatory)

## Non-Employee Director Compensation and Benefits Plan

Compensation Element	Amount
<b>Board Cash*</b>	<b>\$125,000</b>
<b>Board Equity Restricted Stock Units (RSUs)*</b>	<b>\$200,000</b>
	<b>\$ 25,000</b>
	<b>\$ 20,000</b>
<b>Committee Chair Cash Retainer*</b>	<b>\$ 15,000</b>
<b>Board Leadership Cash Retainer*</b>	<b>\$ 40,000</b>
	<b>\$130,000</b>
<b>Stock Ownership Requirements</b>	
<b>5x Board Cash Retainer to be met within 5 years</b>	<b>\$625,000</b>

\* Directors may make a voluntary election to defer, as provided below.

### 1. Board Compensation.

- a. Cash. Annual cash compensation of \$125,000 (Board Compensation) is paid to each Director in four installments following the end of each quarter of service.

Directors who join the Board during the middle of a quarter, and are on board for one, but not all, regularly scheduled meeting(s) during the quarter, receive 50% of the quarterly fee installment.

- b. Equity. Annual equity of \$200,000 will be granted to each Director in the form of RSUs on the GE HealthCare annual meeting date (Meeting Date). Each RSU is equal in value to a share of the GE HealthCare common stock (GEHC Stock) based on the closing market value on the grant date and will vest on the earlier of the date of the next Meeting Date or the one-year anniversary of the grant date. RSUs will be converted into GEHC Stock on the vesting date unless deferred under Section 4 below. RSUs accumulate quarterly dividend equivalent payments (Dividend Equivalents), which upon vesting of the related RSUs, and will be paid in a single

lump sum cash amount equal to the Dividend Equivalents on the same date that a share of Common Stock is delivered with respect to such RSUs. In the event of an extraordinary dividend (whether paid in cash or shares), the RSUs shall be adjusted to reflect the value of that dividend. RSUs do not have voting rights.

Directors who join the Board on a date other than on a Meeting Date will receive a grant of \$200,000 in RSUs on the date on which the Director becomes a member of the Board, adjusted on a pro-rata basis by multiplying such award by a fraction where the numerator is the number of full and partial calendar months between such date and the next Meeting Date and the denominator is twelve.

Any voluntary election to defer compensation under Sections 3 or 4 below will be applicable to the cash payment(s) for the first calendar quarter commencing after the effective date of any election and/or to RSUs granted after the effective date of any election.

2. **Additional Cash Compensation for Committee Chairs.** Additional cash compensation is paid to Directors for serving as Chairs (Committee Chair Compensation) on each committee of the Board and paid to each Director in four installments following the end of each quarter of service, as set forth below:

a. Audit Committee Chair	\$25,000
b. Talent, Culture, and Compensation Committee Chair	\$20,000
c. Nominating and Governance Committee Chair	\$15,000

3. **Additional Cash Compensation for Lead Independent Director and Non-Executive Chair.** Additional cash compensation is paid to Directors for serving as Lead Independent Director and Non-Executive Chair (Board Leadership Compensation) and paid to each Director in four installments following the end of each quarter of service, as set forth below:

a. Lead Independent Director	\$ 40,000
b. Non-Executive Chair	\$130,000

4. **Voluntary Deferral of Cash Compensation.** Effective April 1, 2023, Directors are permitted to make an election to have up to 100% of the cash portion of their remaining 2023 Board Compensation, Committee Chair Compensation and Board Leadership Compensation granted in Deferred Stock Units (DSUs) on the Meeting Date. Each DSU is equal in value to a share of GEHC Stock based on the closing market value on grant date. DSUs accumulate Dividend Equivalents during the deferral period which will be paid in a single lump sum cash amount equal to the Dividend Equivalents on the same date that a share of Common Stock is delivered with respect to such DSU. In the event of an extraordinary dividend (whether paid in cash or shares), DSUs shall be adjusted to reflect the value of that dividend. DSUs do not have

voting rights. Directors may elect to defer conversion of DSUs into GEHC Stock until the first business date after the:

- a. last date of the Director's Board service;
- b. 60<sup>th</sup> calendar month after the last date of the Director's Board service; or
- c. 120<sup>th</sup> calendar month after the last date of the Director's Board service.

5. **Voluntary Deferral of RSUs.** Effective April 1, 2023, Directors are permitted to make an election to defer the conversion of RSUs into GEHC Stock beyond the one year vesting date. Directors may elect to defer conversion of RSUs into GEHC Stock until the first business date after the:

- a. last date of the Director's Board service;
- b. 60<sup>th</sup> calendar month after the last date of the Director's Board service; or
- c. 120<sup>th</sup> calendar month after the last date of the Director's Board service.

6. **Timing of Future Deferral Elections or Revocations.** For 2024 and going forward, Directors may:

- a. revoke any deferral election; and/or
- b. make any new elections

in the calendar year before service for each future Board year begins under applicable tax rules. For example, revocations and/or elections for the May 2024-April 2025 board year will be required to be completed on or before December 31, 2023. Applicable election forms will be distributed each year.

Directors who join the Board have 30 days from their commencement of service to elect to defer up to 100% of the Board Compensation, Committee Chair Compensation and Board Leadership Compensation, as applicable and/or RSUs granted for the applicable Board year.

7. **Director Liability Insurance.** The Company's directors and officer coverage indemnifies Directors for losses arising from claims made against them on the basis of actions undertaken in good faith in their capacity as Directors. The coverage is in the amount of \$250 million, with \$100 million solely applicable to non-indemnified acts. GE HealthCare pays the entire premium.

8. **Stock Ownership Requirement.** Directors are required to hold at least \$625,000, which is equal to five times the Board Cash Retainer, worth of Company stock, DSUs, unvested RSUs and/or deferred RSUs while serving as Directors. Directors have five years to meet this ownership requirement.

[Logo]

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

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

Grant Date	RSUs Granted	Vesting Date
Date	<<Number>>	the earlier of the date of the Company's next annual stockholder meeting or the one-year anniversary of the Grant Date

1. **Grant.** 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. 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 Board of Directors of the Company ("Board").
2. **Vesting.** In order to vest in the RSUs, the Grantee must not incur a termination of service from the Board ("Termination") 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 for any reason before the applicable Vesting Date, except for Termination due to the Grantee's death or Disability, or a Change in Control. In the event of the Grantee's death or Disability, or a Change in Control, the RSUs shall vest on the

date of death, the determination of the Grantee's Disability, or the date of a Change in Control.

3. **Dividend Equivalents.** The Company will establish an amount for each RSU equal to the per share quarterly dividend payments made to the Company's stockholders during the period beginning on the Grant Date and ending on the date that such RSU vests or is cancelled ("Dividend Equivalents"). The Company shall accumulate Dividend Equivalents and, upon vesting of the related RSU, will pay the Grantee a single lump sum cash amount equal to the Dividend Equivalents on the same date that a share of Common Stock is delivered with respect to such RSU, as described in Section 4 of this Grant Agreement. Any accumulated and unpaid Dividend Equivalents attributable to a RSU that is cancelled are immediately forfeited upon cancellation and will not be paid.
4. **Delivery and Tax Withholding.** Within two weeks of the Vesting Date, the Company shall deliver to the Grantee a number of shares of Common Stock equal to the number of vested RSUs and the Dividend Equivalent cash amount with respect to each vested RSU (in each case net of any applicable tax withholding and fees), unless the Grantee has elected to defer settlement of RSUs to a later date in accordance with the terms of the Company's Non-Employee Director Compensation Plan ("Director Compensation Plan"). As of the Vesting Date any RSUs deferred under the Director Compensation Plan ("Deferred RSUs") shall be credited to Grantee's account. The Company shall deliver to the Grantee a number of shares of Common Stock equal to the number of Deferred RSUs and the Dividend Equivalent cash amount with respect to each Deferred RSU (in each case net of any applicable tax withholding and fees) on the date which the Grantee has elected to receive Deferred RSUs after the end of the Grantee's service on the Board.

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 any withholding or reporting. Notwithstanding the foregoing, the date of issuance or delivery of shares of Common Stock may be postponed by the Company for such period as may be required for it with reasonable diligence to comply with any applicable listing requirements of any national securities exchange and requirements under any law or regulation applicable to the issuance or transfer of such shares of Common Stock to the extent such postponement is permissible under Section 409A of the Code.

5. **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, citizenship, 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.

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. **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.

7. **Plan Terms and Definitions.** Except to the extent that the context clearly provides otherwise, all capitalized terms used in this Grant Agreement have the same meaning as given such terms in the Plan. This Grant Agreement is subject to the terms and provisions of the Plan, which are incorporated by reference. In the event of any conflict between the provisions of this Grant Agreement and those of the Plan, the provisions of the Plan shall control.

8. **Interpretation and Construction.** This Grant Agreement and the Plan shall be construed and interpreted by the Board, in its sole discretion. Any interpretation or other determination by the Board (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 Board'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.

9. **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.
10. **Stockholder Rights.** The Grantee shall not have any voting or other stockholder rights unless and until shares of Common Stock are actually delivered to the Grantee.
11. **No Service Rights.** The grant of the Award described in this Grant Agreement does not give the Grantee any rights in respect of continued service on the Board or otherwise with the Company or any Affiliate.
12. **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.
13. **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.
14. **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.
15. **Entire Agreement.** This Grant Agreement, the Plan, and any rules, procedures and sub-plans (including country addenda) adopted by the Board 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.
16. **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 will 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.

17. **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.

[Logo]

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

**GE HealthCare Deferred Stock Unit Agreement ("Agreement")**  
**For <<Director Name>>**

Grant Date	Deferred Stock Units ("DSUs")
Date	<<Number>>

1. **Grant.** The individual named in this Agreement ("Recipient") elected to defer cash retainers otherwise payable for service on the Board of Directors of GE HealthCare Technologies Inc. ("Company") under the terms of the Non-Employee Director Compensation and Benefits Plan ("Director Compensation Plan"). As a result, the Recipient has automatically been granted the number of DSUs above, subject to the terms of this Agreement, as of the date of the Company's annual meeting ("Grant Date"). Each DSU entitles the Recipient 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 the Recipient's deferral election under the Director Compensation Plan, this Agreement, the LTIP, and any rules, procedures and sub-plans (including country addenda) adopted by the Board of Directors of the Company ("Board").
2. **Vesting.** DSUs shall be vested on the Grant Date.
3. **Dividend Equivalents.** The Company will establish an amount for each DSU equal to the per share quarterly dividend payments made to the Company's stockholders during the period beginning on the Grant Date and ending on the date that the shares of Common Stock are delivered to the Recipient ("Dividend Equivalents"). The Company shall accumulate Dividend Equivalents and, upon delivery of the related DSU, will pay the Recipient a single lump sum cash amount equal to the Dividend Equivalents on the same date that a share of Common Stock is delivered with respect to such DSU, as described in Section 4 of this Agreement. Any accumulated and unpaid Dividend Equivalents

attributable to a DSU that is cancelled are immediately forfeited upon cancellation and will not be paid.

4. **Delivery and Tax Withholding.** Within two weeks of the date on which the Recipient has elected to receive DSUs after the end of the Recipient's service on the Board under the Director Compensation Plan, the Company shall deliver to the Recipient a number of shares of Common Stock equal to the number of DSUs and the Dividend Equivalent cash amount with respect to each DSU (in each case net of any applicable tax withholding and fees).

Delivery shall be electronic, through the brokerage account established by the Company for the Recipient, or in such other medium as is determined by the Company. The Recipient is ultimately responsible for any and all applicable taxes, regardless of the any withholding or reporting. Notwithstanding the foregoing, the date of issuance or delivery of shares of Common Stock may be postponed by the Company for such period as may be required for it with reasonable diligence to comply with any applicable listing requirements of any national securities exchange and requirements under any law or regulation applicable to the issuance or transfer of such shares of Common Stock to the extent such postponement is permissible under Section 409A of the Code.

5. **Data Security and Privacy.**

- i. **Data Collection, Processing and Usage.** Personal data collected, processed and used by the Company in connection with Awards under the LTIP includes the Recipient's name, home address, email address, telephone number, date of birth, social insurance number or other identification number, citizenship, any shares of Common Stock or directorships held in the Company, and details of all Awards granted, credited, cancelled, exercised, vested, or outstanding. In granting or crediting Awards under the LTIP, the Company will collect the Recipient's personal data for purposes of allocating shares of Common Stock in settlement of the Awards and implementing, administering and managing the LTIP.
- ii. **Administrative Service Provider.** The Company transfers the Recipient's personal data to UBS Financial Services, which assists with the implementation, administration and management of the LTIP (the "Third-Party Administrator"). In the future, the Company may select a different Third-Party Administrator and share the Recipient's personal data with another company that serves in a similar manner. The Third-Party Administrator will open an account for the Recipient to receive and trade shares of Common Stock acquired under the LTIP. The Recipient will be asked to agree on separate terms and data processing practices with the Third-Party Administrator, which is a condition to the Recipient's ability to participate in the LTIP. The privacy policy of the Third-Party Administrator may be reviewed on the UBS Financial Services portal.

6. **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 Recipient's participation in the Director Compensation Plan and the LTIP 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 LTIP. Without limiting the generality of the foregoing, the Company may require the Recipient to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
7. **Terms and Definitions.** Except to the extent that the context clearly provides otherwise, all capitalized terms used in this Agreement have the same meaning as given such terms in the LTIP. This Agreement is subject to the terms and provisions of the LTIP, which are incorporated by reference. In the event of any conflict between the provisions of this Agreement and those of the LTIP, the provisions of the LTIP shall control.
8. **Interpretation and Construction.** This Agreement and the LTIP shall be construed and interpreted by the Board, in its sole discretion. Any interpretation or other determination by the Board (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 Agreement shall be made in the Board's sole discretion. Determinations made under this Agreement and the LTIP need not be uniform and may be made selectively among individuals, whether or not such individuals are similarly situated.
9. **Severability.** The invalidity or unenforceability of any provision of the LTIP or this Agreement will not affect the validity or enforceability of any other provision of the LTIP or this Agreement, and each provision of the LTIP and this Agreement will be severable and enforceable to the extent permitted by law.
10. **Stockholder Rights.** The Recipient shall not have any voting or other stockholder rights unless and until shares of Common Stock are actually delivered to the Recipient.
11. **No Service Rights.** The Award described in this Agreement does not give the Recipient any rights in respect of continued service on the Board or otherwise with the Company or any Affiliate.
12. **No Transfer or Assignment.** No rights under this Award shall be assignable or transferable by the Recipient, except to the extent expressly permitted by the LTIP.
13. **Successors and Assigns.** The Company may assign any of its rights under this Agreement. This 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 Agreement will be binding upon the Recipient and the Recipient's beneficiaries, executors or administrators.

14. **Section 409A.** To the extent applicable, this 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 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.
15. **Entire Agreement.** This Agreement, the LTIP, and any rules, procedures and sub-plans (including country addenda) adopted by the Board contain all of the provisions applicable to the DSUs. 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 Recipient.
16. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to this or other Awards under the LTIP by electronic means. The Recipient will participate in the LTIP through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
17. **Global Addendum.** Notwithstanding any provisions in this document to the contrary, the DSUs will also be subject to the special terms and conditions set forth on Appendix A for Recipients who reside outside of the United States. Moreover, if a Recipient 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 Recipient, 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 LTIP. Appendix A constitutes part of this Agreement.



Katya Kruglova

Vice President, Human Resources GE Healthcare

*Improving Lives in the Moments that Matter*

November 25<sup>th</sup>, 2020

**Helmut Zodi**

Dear Helmut,

We are pleased to offer you the position of **Vice President-Chief Financial Officer**, in GE Healthcare (the “business,” within General Electric Company, the “company”) on a mutual agreed start date (your “start date”). This position will be based in Chicago, IL, US and you will report to Kieran Murphy, SVP, CEO and President, GE Healthcare. The details of our offer are noted below:

Level:	Vice President (“Officer”)
Annual Salary:	\$750,000 (US dollars) paid bi-weekly
Annual Executive Incentive Program (“AEIP”):	Your AEIP target is 100% of your base salary as of December 31 <sup>st</sup> each plan year. Payments are made in the company’s and business’s discretion and are typically based on business performance and individual performance, in each case including risk management and compliance. For the performance year of 2021, AEIP guaranteed at a minimum of target payout if you join the business on or before February 1, 2021.



Long-Term Incentive ("LTI"):

You will participate in the annual Class Grant program in accordance with the equity program guidelines applicable to your level. Annual 2021 equity of \$1,600,000 (US dollars) to be delivered in March 2021 via stock options, performance stock units and restricted units in a manner consistent with similarly situated executives as determined by the GE's Management Development and Compensation Committee (MDCC). Annual grants generally vest over a three year cycle and may be prorated in the case of stock options and restricted stock units and cliff-vest in the case of performance stock units. All assume continued employment during the vesting period.

Benefits:

As an Officer, you will also be eligible to participate in the company's comprehensive set of benefit plans, including the executive benefits that relate to your Officer status in GE:

- Reimbursement of up to \$150,000 (US dollars) in financial counseling/tax preparation fees annually
- Reimbursement of up to \$3,100 (US dollars) annually for physical health examinations
- Participation in GE's Executive Retirement Benefit. The benefit is equal to 14% of your average pay multiplied by years of service.
- Medical, prescription, and behavioral health benefits. Vision and dental coverage
- Access to life insurance for you and your dependents
- Access to disability options

All aspects of these and other benefits will be governed by the terms of the applicable plan or program. Pls refer to the attached overviews for more details.

Sign-On Equity Grant

We will provide you with a Special New Hire Equity Grant shortly after your start date which will be valued at \$1,300,000 (US dollars) and delivered in RSUs. Half of these RSUs will vest on the second anniversary of your grant date (assuming you remain employed by the company at that time). The remaining half will vest on the third anniversary of your grant date (also assuming you remain employed by the company at that time).

Cash Sign-on

We will provide you with a special cash payment of \$950,000 (US dollars) to be paid within 30 days from your employment start date. Similar to your annual salary and other payments, this amount is subject to applicable tax and other withholding. This special cash payment must be repaid to the company if you resign on or before the one year anniversary of its payment.

Relocation benefits

We will provide the comprehensive relocation benefits to support your move to Chicago, including the actual relocation services of personal goods, the flights to Chicago for you and the family, temporary accommodation for up to 3 months, cash allowance in the amount of 1 month salary for you to cover any incidental expenses incurred during the relocation

Please note, this offer is contingent upon your agreement to the conditions of employment described in the company's "Acknowledgement of Conditions of Employment". Your acknowledgment of this document and all required documentation will be collected electronically through the GE Hire onboarding tool. More information on how to access this tool will be provided shortly.

Helmut, I am incredibly excited about the prospect of you joining our team in GE Healthcare and overall GE. We are confident that with both the compensation and the new career opportunities offered in this position, you will have the right foundation for accelerated personal career growth and you will be able to contribute tremendously to the success of GE Healthcare and overall GE. We look forward to your acceptance of this offer and response by November 29th, 2020.

If you have any questions or want to discuss any of the further details, please contact me at +44 7768415161.

/s/ Katya Kruglova

Sincerely,

Katya Kruglova

cc. Kieran Murphy

Please signify your acceptance of this offer letter:

/s/ Helmut Zödl

Signature

Nov. 27th, 2020

Date



GE Healthcare

**Peter J. Arduini**

President and Chief Executive Officer

500 West Monroe Street Chicago, IL 60661

February 4, 2022

Mr. Frank Jimenez

Dear Frank:

We are pleased to offer you the position of **Group Vice President & General Counsel** for GE Healthcare. The details of this offer, which is contingent upon the successful completion of a background check, reference check, and a drug test, are as set forth below:

**Position Details:** Effective **February 21<sup>st</sup>, 2022**, you will begin your employment with the Company as Group Vice President & General Counsel of GE Healthcare, reporting to me (as CEO) or my successor. Your principal location will be the greater Chicago or Milwaukee area, but you will travel to other locations as necessary to fulfill your responsibilities of the role.

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

- (a) **Base Salary.** You will receive an annual base salary of \$850,000 ("Base Salary"), payable by the Company in accordance with its normal payroll practices. Your Base Salary will increase to \$875,000 at the earlier of the effective date of the Healthcare spin-off transaction or March 1, 2023. Your Base Salary will not be decreased during your tenure unless GE Healthcare reduces the salaries of all other executives at your level.
- (b) **Annual Incentive Bonus.** You will be eligible to receive an annual incentive bonus, under the Company's Annual Executive Incentive Program or any successor or replacement program, with each year's Annual Bonus having a target of 100% of your Base Salary ("AEIP Target"), which shall be determined and paid in accordance with the Company's normal procedures.
- (c) **Long Term Incentive Award ("LTIP Award").** You will be eligible to participate in the Company's annual long-term incentive equity grant program with a targeted grant fair value of \$3,000,000 beginning with the annual grant scheduled for March 1, 2022. Your award will be delivered 50% in Performance Stock Units (based on a Monte Carlo calculation) and 50% in Restricted Stock Units (based on the 30-day average prior to and including the grant date). All LTIP Awards will be governed by the terms and conditions consistent with awards made to other similarly situated officers of Company. Your annual long-term incentive award target value will increase to \$3,500,000 at the earlier of the effective date of the Healthcare spin-off transaction or March 1, 2023.

- (d) **Sign-On Equity Award.** As consideration for your joining the Company, and in recognition of the value of the long-term incentive you stand to forfeit with your current employer, you will be provided an award of restricted stock units with a grant date fair market value of \$2,500,000. The RSU award will be granted as soon as practical following the start of your employment (targeted for March 1, 2022) and will vest 50% after the completion of your second year (March 1, 2024), and 50% after the completion of your third year (March 1, 2025).
- (e) **Employee Benefits.** You will be eligible to participate in all employee benefit plans generally available to similarly situated Officers of the Company. All aspects of these benefits will be governed by GE plans and policies, a summary of which is included as a reference.
- (f) **Relocation Benefits.** You will be eligible to participate in GE's U.S. relocation policy through December 31, 2022. This comprehensive program provides home sale assistance, a temporary housing benefit, coverage of customary closing costs, including tax assistance, and movement of household goods. Full details of the program are included in the attached policy.

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

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

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

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

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

Frank, I am incredibly excited about the prospect of your joining our team. We look forward to your acceptance of this offer and response by email by **February 4<sup>th</sup>, 2022**. If you have any questions, please don't hesitate to contact me directly.

Sincerely,

/s/ Peter J. Arduini

President and Chief Executive Officer

Please signify your acceptance of this offer letter:

Signature: /s/ Frank R. Jimenez

Date 2/3/2022

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

GE Healthcare

Peter J. Arduini

President and Chief Executive Officer

500 West Monroe Street

Chicago, Illinois

IL 60661

United States of America

E: [\*\*\*]

A: [\*\*\*]

Via email:

[\*\*\*]

January 21, 2022

Ms. Betty Larson

[\*\*\*]

[\*\*\*]

Dear Betty:

We are pleased to offer you the position of **Chief Human Resources Officer of GE Healthcare**. The details of this offer, which is contingent upon the successful completion of a background check, reference check, and a drug test, are as set forth below:

**Position Details:** Effective **March 1, 2022**, you will begin your employment with the Company as Chief Human Resources Officer of GE Healthcare. This position includes responsibility for all Human Resources and Communications functions and staff, reporting to me (as CEO) or my successor. Your principal location will be the greater Chicago or MKE area, but you will travel to other locations as necessary to fulfill your responsibilities of the role.

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

- (a) **Base Salary.** You will receive an annual base salary of \$650,000 ("Base Salary"), payable by the Company in accordance with its normal payroll practices. Your **Base Salary** will increase to \$700,000 at the earlier of the effective date of the Healthcare spin off transaction or March 1, 2023. Your Base Salary will not be decreased during your tenure unless GE Healthcare reduces the salaries of all other executives at your level.
- (b) **Annual Incentive Bonus.** You will be eligible to receive an annual incentive bonus, under the Company's Annual Executive Incentive Program or any successor or replacement program, with each year's Annual Bonus having a target of 85% of your Base Salary ("AEIP Target"), which shall be determined and paid in accordance with the Company's normal procedures. Your bonus target will increase to 100% of your base salary at the earlier of the effective date of the Healthcare spin-off transaction or March 1, 2023.

- (c) **Long Term Incentive Award ("LTIP Award").** You will be eligible to participate in the Company's annual long-term incentive equity grant program with a targeted grant fair value of \$2,250,000 beginning with the annual grant scheduled for March 1, 2022. Your award will be delivered 50% in Performance Stock Units (based on a Monte Carlo calculation) and 50% in Restricted Stock Units (based on the 30-day average prior to and including the grant date). All LTIP Awards will be governed by the terms and conditions consistent with awards made to other similarly situated officers of Company. Your annual long-term incentive award target value will increase to \$2,500,000 at the earlier of the effective date of the Healthcare spin-off transaction or March 1, 2023.
- (d) **Sign-On Equity Award.** As consideration for your joining the Company, and in recognition of the value of the long-term incentive you stand to forfeit with your current employer, you will be provided an award of restricted stock units with a grant date fair market value of \$2,250,000. The RSU award will be granted as soon as practical following the start of your employment (targeted for March 1, 2022) and will vest 50% after the completion of your second year (March 1, 2024), and 50% after the completion of your third year (March 1, 2025).
- (e) **Sign-On Cash Award.** As further consideration for your joining the Company, we will provide you with a sign-on cash award of \$675,000. This will be paid within 30 days of the commencement of your employment. Similar to your salary and other cash payments, this amount is subject to applicable tax and other withholdings. This cash payment must be repaid to the company in full if, before the two-year anniversary of your start date, you are found, in the company's sole discretion, to have engaged in conduct that would give rise to a termination for Cause (as defined below), regardless of whether this conduct was discovered during your employment or after your termination of employment. If you resign without "Good Reason" (as defined below) before the two-year anniversary of your start date, you will be required to repay the full sign-on cash award. If the Company decides not to spin off the GE Healthcare business or fails to do so on or before December 31, 2023, and you choose to resign prior to the second anniversary of your start date, you shall not be required to repay any portion of the sign-on cash award.
- (f) **Employee Benefits.** You will be eligible to participate in all employee benefit plans generally available to similarly situated Officers of the Company. All aspects of these benefits will be governed by GE plans and policies, a summary of which is included as a reference.
- (g) **Relocation Benefits.** You will be eligible to participate in GE's U.S. relocation policy through December 31, 2022. This comprehensive program provides home sale assistance, a temporary housing benefit, coverage of customary closing costs, including tax assistance, and movement of household goods. Full details of the program are included in the attached policy.
- (h) **Severance Payment:** If your employment with GE is terminated (i) other than for Cause (ii) with Good Reason, (iii) due to death or disability or (iv) in connection with a change in control (as described below) that does not result in your receiving a comparable offer with the purchaser, you will receive the Company's standard Officer Severance package, which includes a lump sum payment equal to 12 months of base salary and, assuming you remain employed through the first quarter of the year in which your employment terminates, a pro-rated AEIP payment. For purposes of this paragraph, a change in control shall occur if a person/entity acquires ownership of stock of GE or your business, that, together with prior holdings, constitutes at least 50% of the total fair market value or total voting power of the outstanding shares of GE or your business, or a sale of substantially all of the assets of GE or your business. For purposes of this letter:

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



which materially harms or is reasonably likely to materially harm the Company; or (6) your willful material failure to comply with the Company's written policies or rules, as they may be in effect from time to time.

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

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

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

Please note, this offer is contingent upon your agreement to the conditions of employment described in the company's "Acknowledgement of Conditions of Employment". Your acknowledgment of this document and all required documentation will be collected electronically through the GE Hire on boarding tool. More information on how to access this tool will be provided shortly. Nothing in this letter is a guarantee of employment for any fixed period or changes your at-will employment status with the company or its affiliate.

Betty, I am incredibly excited about the prospect of your joining our team. We look forward to your acceptance of this offer and response by email by **January 28, 2022**.

If you have any questions, please don't hesitate to contact me directly.

Sincerely,

Peter J. Arduini  
President and Chief Executive Officer

Please signify your acceptance of this offer letter:

/s/ Betty D. Larson 1/23/22

Betty Larson (Signature)      Date

**EMPLOYMENT CONTRACT**

Between: GE Healthcare Limited (“the Company”)

And:

Jan Makela (“you”)

**YOUR KEY TERMS**

Job Title	President & CEO, Healthcare Imaging reporting to Peter Arduini, President & CEO, GE Healthcare
Base Salary	£530,000 per year payable monthly on or about the 15 <sup>th</sup> . This is also known as your Reference Pay.
Incentive Plan	Continuing membership of the One GE HealthCare Annual Bonus Plan (the “Bonus Plan”).  The target amount for your annual bonus is 100%, subject to satisfactory performance.  See Section 2, paragraph 2 for payment conditions. Further details of the plan will be provided annually.
Pension Plan	You are entitled to participate in the GE Pension Saver (“the Plan”).  If you do not wish to be a member of the Plan you may choose to opt out and instead receive a supplement of 25% of your Reference Pay as cash.  The Company will pay 25% of your salary that is over and above the scheme specific Earnings Cap as determined periodically by the HMRC as a cash supplement to your salary. Further details will be shared with you.
Long-Term Incentive (“LTIP”)	Plan This plan typically provides an annual grant of stock options, Restricted Stock Units, Performance Stock Units, or a combination. Awards are subject to terms and conditions that will be provided at the time of each grant and the Company reserves the right to vary or withdraw this benefit at any time.
Flexible Benefits	The Company operates a flexible benefits programme. Details of the programme and the benefits you will be entitled to will be provided to you separately in the Flex Choice Guide.
Holiday	You are entitled to 26 days plus statutory/public holidays in accordance with local business practice.

Private and Confidential

Executive Medical Program	You are entitled to a comprehensive medical examination at the Company's expense. Details of the program, including the rules, which may vary over time, will be provided to you when you start.
Company Car	<p>A monthly allowance is provided with which to order a car. Further details of the car choices available to you and the order process will be provided to you separately.</p> <p>Alternatively, you may choose to receive £1000.00 as a monthly cash allowance. This allowance will not form part of your pensionable salary nor will it be taken into account for the purpose of calculating any bonus or other payments and benefits which you may receive.</p> <p>The monthly cash allowance will default unless you actively select a Company Car or already have a company car under the GE HealthCare scheme.</p>
Hours of Work	Your normal hours of work are 37.5 hours per week, Monday to Friday.
Overtime	You will not be entitled to extra pay or time off in lieu for working any additional hours.
Career Band	This position is Group Vice President.
Start Date	Your start date in this role was February 1 <sup>st</sup> , 2020. Please note that your period of continuous employment with GE HealthCare began on June 12 <sup>th</sup> , 2000.
Place of Work	Your place of work is Amersham Place, Little Chalfont, Amersham, HP7 9NA
Notice Period (either party)	3 month's notice given by either you or the Company in writing or in the case of the Company, statutory minimum notice if this is longer.

The next section has details of any restrictive covenants and the standard terms and conditions that will apply to your employment. If there is a conflict between the standard terms and your Key Terms, your Key Terms will prevail.

### **Restrictive Covenants**

As you will have access to confidential and proprietary information regarding the customers and business of the Company and/or GE Healthcare Limited you covenant with the Company and the GE HealthCare Group as follows:

#### (A) Non-solicitation of employees

You will not either during your employment or for a period of 12 months after leaving the Company's employment unless approved in advance by the Company:

- A. whether on your own account or on behalf of or in conjunction with any person (directly or indirectly) solicit or encourage any person who is an employee of the Company or any GE Healthcare Limited and

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with whom you had material dealings during the two years before leaving the Company's employment and who is Lead Professional Band or above to terminate his or her employment or accept any other employment outside the GE HealthCare Group;

- B. directly hire any such employee, or recommend or cause any such employee to be hired by an entity for which you work or with which you are otherwise associated or in which you own more than a 1% ownership interest; and/or
- C. without prejudice to your obligations of confidentiality to the Company and/or the GE HealthCare Group, provide any non-public information regarding any such employee, including but not limited to compensation data, performance evaluations, skill sets or qualifications to any person in connection with any engagement outside the GE HealthCare Group, including but not limited to, recruiters and prospective clients/employers.

(B) Non-compete

You agree that you will not either during your employment or for a period of 12 months after the termination of your employment, be concerned in any business which is carried on globally and which is competitive or is likely to be competitive with the business of the Company or any GE Healthcare Limited business in which you were actively involved during the two years before leaving the Company's employment and which is carried on at your leaving date. For this purpose, you are concerned in a business if you carry it on as principal or agent, or you are a partner, director, employee, secondee, consultant or agent in, of or to any person who carries on the business or you have any direct or indirect financial interest greater than 1% (as shareholder or otherwise) in any person who carries on the business.

If the Company exercises its right to suspend you from the performance of your duties during any period of garden leave immediately prior to the termination of your employment, the period of restriction specified in this clause shall be reduced by the period of any such garden leave.

(C) Non-solicitation of and non-dealing with customers and clients

You agree that you will not either during your employment or for a period of 12 months after leaving the Company's employment, whether on your own account or on behalf of or in conjunction with any other person, canvass or solicit business or custom from or have business dealings with any person who has been a customer, contractor or client or a prospective customer, prospective contractor or client of the Company or any GE Healthcare Limited business or any other GE HealthCare Group Company and with whom you were actively involved during the two years prior to your departure from the Company, for the purpose of providing products or services of a similar type to those of the Company or any GE Healthcare Limited business or any other GE HealthCare Group Company in which you were actively involved during that two year period and which continue to be provided at the date on which your employment terminates.

(D) The covenants in this clause are entered into for the benefit of the Company itself and as trustee for each covered GE HealthCare Company.

(E) If any of the restrictions above is void but would be valid if some part of the restriction were deleted, the restriction in question applies with such modification as may be necessary to make it valid.

(F) You acknowledge that your position with the Company gives you access to and the benefit of confidential information which is important to the continuing business of the Company and influence over those clients, customers, business partners e.g. agents, and employees with whom you are in contact and you acknowledge and agree that the provisions of this clause are reasonable in their application to you and necessary but no more than sufficient to protect the legitimate business interests of the Company.

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## **STANDARD TERMS AND CONDITIONS OF EMPLOYMENT**

### **1. Salary**

Your salary will be paid monthly directly into your bank or building society account. It will be paid after deduction of tax, national insurance, or any other authorised deductions.

Salaries are usually reviewed annually although the Company may change the time of the review. Any salary adjustment will be decided by the Company and will take into account your performance, market practice and business performance.

### **2. Bonus or Incentive Plan**

If you are eligible to take part in a bonus or incentive plan it will be included in your Key Terms. Bonus and incentive plans are dependent on the achievement of certain objectives, which vary depending on your business, role and/or your personal contribution and the annual design approved by the Talent, Culture, and Compensation Committee of the GE HealthCare Board of Directors.

To be eligible to receive a payment under any bonus or incentive plan you must be employed and not under notice (whether given by you or the Company) at the payment date. Bonus and incentive payments are not a contractual entitlement and the Company may terminate or amend any bonus or other incentive plan without notice or compensation.

### **3. Pension**

The pension plan applicable to you is in your Key Terms. Membership is subject to the Trust Deed and Rules of the relevant pension plan, which may vary over time. The Company may amend any pension scheme without notice or compensation.

### **4. Insurance Plans**

The Company operates several insurance plans in which you may be eligible to participate.

Membership of any such plan is subject to the terms and conditions imposed by the relevant plan provider and receipt of benefits under these plans is subject to the plan provider accepting (and continuing to accept) a claim. The Company will have no liability to you in the event that a claim is rejected by the plan provider (whether at the outset of the claim or at a later date).

The Company may end your participation in any plan and/or withdraw or amend any of the rules or benefits (including the level of cover) without providing a replacement or other compensation.

Provision of any benefits under these plans will in no way affect the Company's right to terminate your employment in accordance with the terms of this contract or otherwise at any time.

### **5. Holiday**

Unless you are otherwise notified, the Company's holiday year runs from 1 January – 31 December. You are encouraged to take your holiday in each calendar year.

Before taking a holiday you need to get your manager's agreement to ensure the proposed time is convenient to the Company.

When you join or leave the Company, your holiday entitlement will be calculated pro rata to your start or end date. If you have taken more or less than your holiday entitlement on termination, an adjustment based on your normal daily rate of pay will be made in your final salary payment. The adjustment will be either a deduction if you have taken more than your entitlement, or an additional payment, if you have taken less.

If you are required to work on a public holiday for operational reasons you may be granted an equivalent number of days holiday in lieu. The Company may nominate certain days as holiday (e.g. during a business shut down period). These days will form part of your annual holiday entitlement.

### **6. Sickness**

If you are unable to attend work due to sickness or injury you need to tell the Company in accordance with the Company's sickness absence policy. This also sets out your sick pay terms.

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## **7 . Medical Examinations**

The Company may ask you to attend to an independent medical examination by a doctor appointed by the Company (at the expense of the Company) where the Company thinks this is appropriate. If you do not attend an examination without a good reason or if the Company believes you are fit to return to work and you do not do so, you will cease to be eligible for Company sick pay.

## **8 . Duties**

You must give your full time and attention during working hours to doing your job for the Company. In addition, you must comply with all reasonable instructions given to you by the Company. Sometimes you may need to do extra and/or different duties consistent with your skills and experience.

You must comply with GE HealthCare's Conflict of Interest Policy, details of which will be provided to you separately.

## **9 . Place of Work**

As part of your job, you may need to travel in the UK and abroad.

The Company may also require you to work at a place other than the normal place of work set out in your Key Terms. This may involve working at other Company or GE HealthCare Group sites or at sites for Company clients on a temporary or permanent basis.

## **10 . Hours of Work**

Your standard hours of work or shift patterns may vary over time and you must be flexible in your hours of work to meet the varying demands of the business. You will need to work such extra hours as are required to meet business needs.

For the purposes of the Working Time Regulations 1998, normally it is not intended that you will work on average in excess of 48 hours per week. However, should business needs require, you agree to work in excess of an average of 48 hours per week. If you wish to terminate this opt out agreement, you need to tell the Company in writing three months' in advance. You must also comply with any record keeping and time keeping policies, which the Company may introduce. If you work for another organization outside the GE HealthCare Group (with the Company's permission) you must tell your manager how many hours you are working.

## **11 . Expenses**

The Company will reimburse reasonable business expenses that are incurred by you in the proper performance of your duties. Claims for expenses must be properly evidenced and submitted in accordance with the Company's Travel & Living procedure, which may vary over time and is available at [www.travel.ge.com](http://www.travel.ge.com).

When your employment ends you must submit your outstanding expenses in accordance with the expenses policy and clear all outstanding debts to the Company. You may be asked to provide a signed statement confirming that you have fully complied with this clause.

## **12 . GE HealthCare Company Policies**

It is an express condition of your employment that you agree to uphold GE HealthCare's commitment to ethical business practices as detailed in GE HealthCare's Integrity Policy and any associated documentation as amended over time. By signing this contract you accept, understand and agree to work within the guidelines of this Integrity Policy.

It is also an express condition of your employment that you agree to be bound by the enclosed Employee Innovation and Proprietary Information Agreement ("EIPIA") as amended over time. By signing this contract you confirm that you accept, understand and agree to work within the guidelines of the EIPIA.

It is also a condition of your employment that you comply with any regulatory rules or standards applicable to your business and role. These will be notified to you after joining the Company.

In addition, there are other employment policies and procedures applicable to the business in which you work, including a disciplinary and grievance procedure. Whilst these policies and procedures do not form part of your contract of employment, non-compliance may result in disciplinary action being taken against you which may include action up to and including termination of employment or alternative measures, such as demotion, transfer, withholding pay or bonus or suspension. Please note that these policies will be subject to change over time.

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### **13 . Data Protection**

GE Healthcare Group of companies ("the Group") processes personal data relating to its employees ("Personal Data") for a range of legitimate human resources, business, and safety/security purposes.

For further information about data protection and how it applies please see the GE HealthCare Employment Data Protection Standards which apply to all entities in the GE HealthCare Group. The Group reserves the right to monitor the use of its resources, including use of email, the Internet, the Company's intranet, your PC, telephone, and any mobile phone issued to you. For further information on the use of GE HealthCare resources please see the Acceptable Use of GE HealthCare Information Resources, which applies to all entities in the GE HealthCare Group as varied over time.

You agree that the Group may disclose your name, contact details, gender, and such other information as is necessary to facilitate your enrollment in, and continuing membership of, any plan provided by or on behalf of the Group (including any pension plan). By signing this contract you are also consenting to the processing of all such 'non sensitive data' and this will be deemed to continue whilst you remain a member of the plan(s). From time to time, you may also be asked to provide 'sensitive data' such as medical details but you will be asked to specifically consent to the processing of such sensitive data at the time it is provided.

### **14 . Health & Safety at Work**

You must familiarise yourself with the Company's health and safety procedures and take care of your own health and safety and that of your colleagues. You should report any safety concerns to your line manager as quickly as possible.

### **15 . Confidential Information**

You acknowledge that during your employment you will have access to confidential and/or proprietary information and trade secrets concerning the business, operations, processes, and affairs of the Company and/or the GE HealthCare Group and its suppliers, customers, agents, and employees which is commercially sensitive and which, if disclosed, may cause significant damage to the Company or the GE HealthCare Group ("Confidential Information").

You agree that you will not directly or indirectly (except as authorised or required in the proper course of your duties or as required by law), either during your employment or at any time after its termination (howsoever arising), use or disclose to any person, company or other organisation (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information or any information in respect of which the Company or any GE HealthCare Group Company owes an obligation of confidentiality to a third party which may come to your knowledge during your employment or otherwise. This restriction will not apply to information that is already in, or comes into, the public domain other than through your unauthorised disclosure.

### **16 . Company Property**

On request and at the latest when you leave the Company you must return in good condition any property of the Company or any other GE HealthCare Group Company. This includes not only physical property but also documents or electronic data under your control which relates to GE HealthCare or its customers or suppliers.

### **17 . Deductions**

You agree that the Company may deduct from your pay (including holiday pay, sick pay, incentive, bonus or commission and pay in lieu of notice) any amounts which are owed by you to the Company or any other GE HealthCare Group Company (including any loans, overpayments, shift pay, travel allowance, expenses float, relocation assistance) or any amounts in respect of damage to Company property caused by you or to replace Company property that you fail to return to the Company or which are required by any other GE policy, guideline or procedure or under the terms of this contract.

You agree to inform the Company as soon as reasonably possible in the event of any overpayment of salary or expenses.

### **18 . Notice**

Your notice period is set out in your Key Terms.

If you hold any directorships of other offices you agree to take all necessary steps to resign from such offices as soon as your employment ends without any compensation.

#### **Summary termination:**

If you commit an act of gross misconduct you may be dismissed without notice.

#### **Payment in lieu of notice:**

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Without prejudice to the Company's right to summarily dismiss you for gross misconduct, the Company may, in its absolute discretion, elect to end your employment immediately and thereafter pay you a sum in lieu of the salary but not the other benefits, to which you would have been entitled during the period of notice or during any unexpired period of notice (as the case may be).

#### **19 . Garden Leave**

At any time during your employment, the Company reserves the right to require you not to attend work. During any period where you are required not to attend work you will continue to receive your salary and contractual benefits (although you will stop being eligible to participate in any bonus plan). You will not directly or indirectly work for any person, have any contact with any customer, client or agent of the Company or any GE HealthCare Group Company or for business purposes, have contact with any employee of the GE HealthCare Group during any period of garden leave without the prior written agreement of the Company. For the avoidance of doubt, your duties, and obligations towards the Company (whether express or implied) continue to apply during any period of garden leave. If you are not required to attend for work under this clause, the Company may require that you take any accrued but untaken holiday during this period.

#### **20 . Prior Agreements & Future Changes**

This agreement is in substitution for any previous contract of employment or other arrangements (whether formal or informal) relating to your employment with the Company or any GE HealthCare Group Company, which are deemed to have been terminated by mutual consent with effect from the date of this agreement.

The Company reserves the right to make reasonable changes to any terms and conditions of employment.

#### **21 . Applicable Law**

This contract shall be governed by and construed in accordance with the laws of England and Wales, Scotland, or Northern Ireland (as applicable) and subject to the exclusive jurisdiction of the United Kingdom courts.

#### **22 . Collective Agreements**

If there is a collective agreement applicable to your employment, it will be listed in your Key Terms. If no collective agreement is identified, none is applicable to you.

#### **23 . Immigration**

It is a condition of your continued employment that you maintain the right to work in the UK and any other country in which you are required to work under this contract. If this condition is not satisfied at any time, or it becomes clear that the condition will not be satisfied, the Company may terminate your employment on one week's notice or the statutory minimum, whichever is longer.

You will be under an ongoing obligation to provide original documentation confirming your right to work in the UK when requested by the Company.

To enable the Company to meet its obligations of the UK immigration system, you must update changes in your residential address, home telephone number, mobile telephone number, and immigration status. You may also be required to report other changes from time to time. These changes must be reported within five working days of the change occurring. The Company may provide details of changes to any relevant UK country government agencies as required to comply with relevant legislation and the general obligations of immigration Sponsorship.

#### **24 . General**

For the purposes of this Agreement "GE HealthCare Group" and "GE HealthCare Group Company" means any firm, company, business entity or other organisation:

- which is directly controlled by the Company; or
- which directly or indirectly controls the Company; or
- which is directly or indirectly controlled by a third party who also directly or indirectly controls the Company;
- of which the Company or any GE HealthCare Group Company is a partner; or
- of which the Company or any GE HealthCare Group Company referred to above owns or has a beneficial interest (whether directly or indirectly) in 20% or more of the issued share capital or 20% or more of the capital assets. "Control" has the meaning set out in s.146 Income and Corporation Taxes Act 1988 (as amended).



I acknowledge receipt of this employment contract and agree to the terms and conditions set out above.

SIGNED: /s/ Jan Makela..... DATED: 24 Feb 2023.

Jan Makela

SIGNED: /s/ Ravi Kishore Dyta

Signed by [Name, Role] for and on behalf of GE Healthcare Limited

Ravi Kishore Dyta, H R Business Partner

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**EMPLOYEE INNOVATION AND PROPRIETARY  
INFORMATION AGREEMENT (the "Agreement")**

In consideration of my employment by the GE HealthCare entity that is hiring me, I hereby acknowledge, understand, and agree that:

**D. Confidential Information**

- (i) During my employment I will have access to confidential information and trade secrets concerning the business, operations, processes and affairs of the GE HealthCare entity by which I am employed (whether under a contract of employment or otherwise) or engaged to provide services, and/or other GE HealthCare companies (together the "Company"), and its suppliers, customers, agents and employees which is commercially sensitive and which, if disclosed, may cause significant damage to the Company ("Confidential Information").
- (ii) I shall not directly or indirectly (except as authorised or required in the proper course of my duties or as required by law), either during my employment or at any time after its termination (howsoever arising), use any Confidential Information, make or use any copies or records of any Confidential Information in whatever form including, without limitation, extracts, analysis, studies, plans, compilations, or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information ("Copies"), or disclose to any person, company or other organisation (and shall use my best endeavours to prevent the publication or disclosure of) any Confidential Information, Copies or any information in respect of which the Company (as defined in my contract of employment) owes an obligation of confidentiality to a third party which may come to my knowledge during my employment or otherwise.
- (iii) This restriction shall not apply to any information that is already in, or comes into, the public domain other than through my direct or indirect unauthorised disclosure, solely or through any third party, and will not prevent me from making a protected disclosure within the meaning of applicable whistle-blowing legislation (which should be made pursuant to "How to raise an integrity concern" of the Company's Integrity Policy - details of which are located here).
- (iv) I agree that all Confidential Information and Copies must be handed over to my manager or direct reporting line (or such other person notified to me by the Company) on the termination of my employment or engagement with the Company, or at the request of the Company at any time.
- (v) I understand that nothing herein prevents me from reporting potential violations of law to relevant government authorities.

**E. Intellectual Property**

- (i) All Intellectual Property Rights subsisting in or attaching to anything created by me in the course of my normal employment with the Company and/or in the course of any special projects or duties (whether or not made during normal working hours) shall belong to and vest in the Company absolutely to the fullest extent permitted by law and I hereby assign to the Company all such Intellectual Property Rights.
- (ii) I undertake, at the request and the expense of the Company, to execute all such further documents and to do such other acts as may in the opinion of the Company be necessary or desirable to vest any such Intellectual Property Rights in the Company absolutely and I hereby assign by way of present assignment of future copyright all copyright in any copyright works produced or originated by me in the course of my employment.
- (iii) For the purposes of this Clause B, Intellectual Property Rights means all inventions, works, patent rights and utility model rights, copyright, design rights, trade mark and service mark rights, database rights, topography rights, trade names, domain names, trade secrets, know-how and any other intellectual property rights and other rights or interests in or relating to any of the rights listed immediately above (including, in particular, rights to apply for a registered protection of any such rights), whether or not they are registered or capable of registration, wherever in the world they arise or exist for the full period of their existence including any period of extension or renewal, and they may be exercised by the Company in all media and formats whether now known or hereafter devised.
- (iv) Any Intellectual Property will be notified and disclosed by me to the Company in an appropriate manner promptly upon its creation.
- (v) I undertake that, at the Company's expense and upon request (whether during or after the termination of my employment), I will execute such documents, make such applications, give such assistance, and do such acts and things as may be necessary to enable the Company to enjoy the full benefit of this Clause B. This will include the giving of assistance or advice (including giving evidence if so required) in connection with:

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- (a) the prosecution of any applications for the registration of;
- (b) any proceedings brought to prevent the infringement of; and/or
- (c) any proceedings concerning or affecting the validity of,

any Intellectual Property Rights.

- (vi) Immediately upon the termination of my employment or earlier at the Company's request, I will deliver up to the Company all Intellectual Property Rights, and all underlying data and/or documents relating thereto, in my possession, custody or power in which the Company has rights by virtue of this Clause B.
- (vii) I hereby irrevocably waive all moral rights which I might otherwise have or be deemed to have under Chapter IV Copyright, Designs and Patents Act 1988 or under any other similar law anywhere in the world.
- (viii) I acknowledge, except as provided by law, that no further remuneration or compensation (other than provided for in any written agreement between me and the Company) is or may become due to me as a result of my compliance with the various obligations set out in this Agreement.

**F. Governing Law**

This agreement shall be governed by and construed in accordance with the laws of England and Wales and is subject to the exclusive jurisdiction of the English courts.

**G. Severability**

This Agreement supersedes any provisions in any other agreement that I may have signed regulating or regarding my employment that differ. Any part of this Agreement that cannot be modified or interpreted to avoid being invalid shall have no effect. All other parts of any other agreement not in conflict shall remain valid and enforceable.

I hereby acknowledge and agree to the terms set out above.

/s/ Jan Makela                      February 24, 2023  
.....  
Signed by Jan Makela                      Dated

/s/ Ravi Kishor Dyta  
.....  
Signed by Ravi Kishor Dyta For and on behalf of GE Healthcare

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

I, Peter J. Arduini, certify that:

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

Date: April 25, 2023

/s/ Peter J. Arduini

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Peter J. Arduini

President & Chief Executive Officer

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

I, Helmut Zodi, certify that:

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

Date: April 25, 2023

/s/ Helmut Zodi

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Helmut Zodi

Chief Financial Officer

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

In connection with the Quarterly Report of GE HealthCare Technologies Inc. (the "registrant") on Form 10-Q for the period ended March 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "report"), we, Peter J. Arduini and Helmut Zodl, Chief Executive Officer and Chief Financial Officer, respectively, of the registrant, certify, pursuant to 18 U.S.C. § 1350, that to our knowledge:

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

April 25, 2023

/s/ Peter J. Arduini

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Peter J. Arduini  
President & Chief Executive Officer

/s/ Helmut Zodl

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Helmut Zodl  
Chief Financial Officer