UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended December 31, 2021

☐ **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: 001-15317

ResMed Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)
98-0152841
(I.R.S. Employer Identification No.)

9001 Spectrum Center Blvd.
San Diego, CA 92123
United States of America
(Address of principal executive offices, including zip code)

(858) 836-5000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.004 per share	RMD	New York Stock Exchange

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

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

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

Large Accelerated Filer	☒	Accelerated Filer	☐
Non-Accelerated Filer	☐	Smaller Reporting Company	☐
Emerging Growth Company	☐		

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

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

At January 24, 2022 there were 146,234,244 shares of Common Stock ($0.004 par value) outstanding. This number excludes 41,836,234 shares held by the registrant as treasury shares.

RESMED INC. AND SUBSIDIARIES

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Item 1. Financial Statements

RESMED INC. AND SUBSIDIARIES
Condensed Consolidated Balance Sheets (Unaudited)
(In US$ and in thousands, except share and per share data)

	December 31, 2021	June 30, 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 194,476	$ 295,278
Accounts receivable, net of allowances of $28,215 and $32,138 at December 31, 2021 and June 30, 2021, respectively	526,036	614,292
Inventories (note 3)	592,146	457,033
Prepaid taxes	89,229	72,409
Prepaid expenses and other current assets	145,353	135,745
Total current assets	1,547,240	1,574,757
Non-current assets:		
Property, plant and equipment, net (note 3)	477,778	463,490
Operating lease right-of-use assets	146,045	128,575
Goodwill (note 4)	1,951,459	1,927,901
Other intangible assets, net (note 3)	372,013	392,582
Deferred income taxes	74,669	79,904
Prepaid taxes and other non-current assets	165,538	160,916
Total non-current assets	3,187,502	3,153,368
Total assets	$ 4,734,742	$ 4,728,125
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 163,369	$ 138,008
Accrued expenses	286,803	320,599
Operating lease liabilities, current	23,912	23,585
Deferred revenue	111,647	109,611
Income taxes payable (note 6)	23,333	307,963
Short-term debt, net (note 8)	12,000	12,000
Total current liabilities	621,064	911,766
Non-current liabilities:		
Deferred revenue	94,427	91,496
Deferred income taxes	12,873	11,319
Operating lease liabilities, non-current	132,970	114,779
Other long-term liabilities	6,350	6,802
Long-term debt, net (note 8)	667,979	643,351
Long-term income taxes payable (note 6)	53,244	62,933
Total non-current liabilities	967,843	930,680
Total liabilities	1,588,907	1,842,446
Commitments and contingencies (note 10)		
Stockholders' equity:		
Preferred stock, $0.01 par value, 2,000,000 shares authorized; none issued	-	-
Common stock, $0.004 par value, 350,000,000 shares authorized; 188,048,404 issued and 146,212,170 outstanding at December 31, 2021 and 187,484,592 issued and 145,648,358 outstanding at June 30, 2021	585	583
Additional paid-in capital	1,629,031	1,622,199
Retained earnings	3,362,570	3,079,640
Treasury stock, at cost, 41,836,234 shares at December 31, 2021 and June 30, 2021	(1,623,256)	(1,623,256)
Accumulated other comprehensive loss	(223,095)	(193,487)
Total stockholders' equity	3,145,835	2,885,679
Total liabilities and stockholders' equity	$ 4,734,742	$ 4,728,125

See the accompanying notes to the unaudited condensed consolidated financial statements.

RESMED INC. AND SUBSIDIARIES

Condensed Consolidated Statements of Operations (Unaudited)
(In US$ and in thousands, except per share data)

	Three Months Ended December 31, 2021	Three Months Ended December 31, 2020	Six Months Ended December 31, 2021	Six Months Ended December 31, 2020
Net revenue - Sleep and Respiratory Care products	$ 795,840	$ 708,178	$ 1,602,339	$ 1,367,979
Net revenue - Software as a Service	99,034	91,833	196,551	183,976
Net revenue	894,874	800,011	1,798,890	1,551,955
Cost of sales - Sleep and Respiratory Care products	343,194	293,862	692,876	562,852
Cost of sales - Software as a Service	36,131	32,502	73,117	64,816
Cost of sales (exclusive of amortization shown separately below)	379,325	326,364	765,993	627,668
Amortization of acquired intangible assets - Sleep and Respiratory Care products	1,072	1,140	1,972	3,095
Amortization of acquired intangible assets - Software as a Service	10,159	10,024	20,317	20,048
Amortization of acquired intangible assets	11,231	11,164	22,289	23,143
Total cost of sales	390,556	337,528	788,282	650,811
Gross profit	504,318	462,483	1,010,608	901,144
Selling, general, and administrative	185,362	169,470	362,082	328,459
Research and development	62,507	54,935	122,457	109,468
Amortization of acquired intangible assets	7,738	7,689	15,445	15,932
Restructuring expenses (note 11)	-	8,673	-	8,673
Total operating expenses	255,607	240,767	499,984	462,532
Income from operations	248,711	221,716	510,624	438,612
Other income (loss), net:				
Interest (expense) income, net	(5,948)	(5,792)	(11,308)	(12,517)
Loss attributable to equity method investments (note 5)	(1,914)	(2,640)	(3,300)	(4,928)
Gain (loss) on equity investments (note 5)	(4,404)	(3,700)	1,208	4,776
Other, net	841	1,008	(1,150)	503
Total other income (loss), net	(11,425)	(11,124)	(14,550)	(12,166)
Income before income taxes	237,286	210,592	496,074	426,446
Income taxes	35,535	31,078	90,710	68,560
Net income	$ 201,751	$ 179,514	$ 405,364	$ 357,886
Basic earnings per share (note 9)	$ 1.38	$ 1.24	$ 2.78	$ 2.47
Diluted earnings per share (note 9)	$ 1.37	$ 1.23	$ 2.76	$ 2.45
Dividend declared per share	$ 0.42	$ 0.39	$ 0.84	$ 0.78
Basic shares outstanding (000's)	145,990	145,246	145,835	145,053
Diluted shares outstanding (000's)	147,040	146,421	147,044	146,350

See the accompanying notes to the unaudited condensed consolidated financial statements.

RESMED INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Comprehensive Income (Unaudited)
(In US$ and in thousands)

	Three Months Ended December 31,		Six Months Ended December 31,	
	2021	2020	2021	2020
Net income	$ 201,751	$ 179,514	$ 405,364	$ 357,886
Other comprehensive income (loss):				
Foreign currency translation (loss) gain adjustments	(6,092)	77,040	(29,608)	120,831
Comprehensive income	$ 195,659	$ 256,554	$ 375,756	$ 478,717

See the accompanying notes to the unaudited condensed consolidated financial statements.

RESMED INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Changes in Equity (Unaudited)
(In US$ and in thousands)

	Common Stock		Additional Paid-in	Treasury Stock		Retained	Accumulated Other Comprehensive	
	Shares	Amount	Capital	Shares	Amount	Earnings	Income (Loss)	Total
Balance, June 30, 2021	**187,485**	**$ 583**	**$ 1,622,199**	**(41,836)**	**$ (1,623,256)**	**$ 3,079,640**	**$ (193,487)**	**$ 2,885,679**
Common stock issued on exercise of options	61	-	4,354	-	-	-	-	4,354
Common stock issued on vesting of restricted stock units, net of shares withheld for tax	1	-	(195)	-	-	-	-	(195)
Stock-based compensation costs	-	-	17,303	-	-	-	-	17,303
Other comprehensive income	-	-	-	-	-	-	(23,516)	(23,516)
Net income	-	-	-	-	-	203,613	-	203,613
Dividends declared ($0.42 per common share)	-	-	-	-	-	(61,189)	-	(61,189)
Balance, September 30, 2021	**187,547**	**$ 583**	**$ 1,643,661**	**(41,836)**	**$ (1,623,256)**	**$ 3,222,064**	**$ (217,003)**	**$ 3,026,049**
Common stock issued on exercise of options	39	-	2,378	-	-	-	-	2,378
Common stock issued on vesting of restricted stock units, net of shares withheld for tax	361	2	(49,832)	-	-	-	-	(49,830)
Common stock issued on employee stock purchase plan	101	-	16,723	-	-	-	-	16,723
Stock-based compensation costs	-	-	16,101	-	-	-	-	16,101
Other comprehensive income	-	-	-	-	-	-	(6,092)	(6,092)
Net income	-	-	-	-	-	201,751	-	201,751
Dividends declared ($0.42 per common share)	-	-	-	-	-	(61,245)	-	(61,245)
Balance, December 31, 2021	**188,048**	**$ 585**	**$ 1,629,031**	**(41,836)**	**$ (1,623,256)**	**$ 3,362,570**	**$ (223,095)**	**$ 3,145,835**

See the accompanying notes to the unaudited condensed consolidated financial statements.

RESMED INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Changes in Equity (Unaudited)
(In US$ and in thousands)

	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Treasury Stock Shares	Treasury Stock Amount	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance, June 30, 2020	**186,723**	**$ 580**	**$ 1,570,694**	**(41,836)**	**$ (1,623,256)**	**$ 2,832,991**	**$ (283,982)**	**$ 2,497,027**
Common stock issued on exercise of options	18	-	1,026	-	-	-	-	1,026
Common stock issued on vesting of restricted stock units, net of shares withheld for tax	3	-	227	-	-	-	-	227
Stock-based compensation costs	-	-	16,071	-	-	-	-	16,071
Other comprehensive income (loss)	-	-	-	-	-	-	43,791	43,791
Cumulative effect adjustment from adoption of the credit loss standard, net of tax	-	-	-	-	-	(1,143)	-	(1,143)
Net income	-	-	-	-	-	178,372	-	178,372
Dividends declared ($0.39 per common share)	-	-	-	-	-	(56,511)	-	(56,511)
Balance, September 30, 2020	**186,744**	**$ 580**	**$ 1,588,018**	**(41,836)**	**$ (1,623,256)**	**$ 2,953,709**	**$ (240,191)**	**$ 2,678,860**
Common stock issued on exercise of options	29	-	1,857	-	-	-	-	1,857
Common stock issued on vesting of restricted stock units, net of shares withheld for tax	451	2	(46,734)	-	-	-	-	(46,732)
Common stock issued on employee stock purchase plan	116	-	15,729	-	-	-	-	15,729
Stock-based compensation costs	-	-	15,370	-	-	-	-	15,370
Other comprehensive income	-	-	-	-	-	-	77,040	77,040
Net income	-	-	-	-	-	179,514	-	179,514
Dividends declared ($0.39 per common share)	-	-	-	-	-	(56,654)	-	(56,654)
Balance, December 31, 2020	**187,340**	**$ 582**	**$ 1,574,240**	**(41,836)**	**$ (1,623,256)**	**$ 3,076,569**	**$ (163,151)**	**$ 2,864,984**

See the accompanying notes to the unaudited condensed consolidated financial statements.

RESMED INC. AND SUBSIDIARIES

Condensed Consolidated Statements of Cash Flows (Unaudited)

(In US$ and in thousands)

	Six Months Ended December 31, 2021	2020
Cash flows from operating activities:		
Net income	$ 405,364	$ 357,886
Adjustment to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	79,891	80,046
Amortization of right-of-use assets	17,334	17,911
Stock-based compensation costs	33,404	31,441
Loss attributable to equity method investments (note 5)	3,300	4,928
(Gain) loss on equity investments (note 5)	(1,208)	(4,776)
Restructuring expenses (note 11)	-	8,673
Changes in fair value of business combination contingent consideration	-	500
Changes in operating assets and liabilities:		
Accounts receivable	82,469	(19,259)
Inventories	(139,249)	(34,212)
Prepaid expenses, net deferred income taxes and other current assets	(21,389)	(29,875)
Accounts payable, accrued expenses, income taxes payable and other	(305,694)	(99,348)
Net cash provided by operating activities	154,222	313,915
Cash flows from investing activities:		
Purchases of property, plant and equipment	(57,747)	(48,443)
Patent registration and acquisition costs	(13,737)	(8,367)
Business acquisitions, net of cash acquired	(35,915)	(437)
Purchases of investments (note 5)	(12,364)	(14,446)
(Payments) / proceeds on maturity of foreign currency contracts	(5,419)	19,922
Net cash used in investing activities	(125,182)	(51,771)
Cash flows from financing activities:		
Proceeds from issuance of common stock, net	23,455	18,614
Taxes paid related to net share settlement of equity awards	(50,025)	(46,507)
Proceeds from borrowings, net of borrowing costs	160,000	55,000
Repayment of borrowings	(136,000)	(406,000)
Dividends paid	(122,434)	(113,165)
Net cash used in financing activities	(125,004)	(492,058)
Effect of exchange rate changes on cash	(4,838)	22,623
Net decrease in cash and cash equivalents	(100,802)	(207,291)
Cash and cash equivalents at beginning of period	295,278	463,156
Cash and cash equivalents at end of period	$ 194,476	$ 255,865
Supplemental disclosure of cash flow information:		
Income taxes paid, net of refunds	$ 382,903	$ 138,247
Interest paid	$ 5,948	$ 12,766
Fair value of assets acquired, excluding cash	$ 8,986	$ -
Liabilities assumed	(2,492)	-
Goodwill on acquisition	33,499	-
Previously held equity interest	(4,078)	-
Cash paid for acquisitions	$ 35,915	$ -

See the accompanying notes to the unaudited condensed consolidated financial statements.

RESMED INC. AND SUBSIDIARIES
Notes to the Condensed Consolidated Financial Statements
(Unaudited)

(1) Summary of Significant Accounting Policies

Organization and Basis of Presentation

ResMed Inc. (referred to herein as "we", "us", "our" or the "Company") is a Delaware corporation formed in March 1994 as a holding company for the ResMed Group. Through our subsidiaries, we design, manufacture and market equipment for the diagnosis and treatment of sleep-disordered breathing and other respiratory disorders, including obstructive sleep apnea. Our manufacturing operations are located in Australia, Singapore, Malaysia, France, China and the United States. Major distribution and sales sites are located in the United States, Germany, France, the United Kingdom, Switzerland, Australia, Japan, China, Finland, Norway and Sweden. We also operate a Software as a Service ("SaaS") business in the United States that includes out-of-hospital software platforms designed to support the professionals and caregivers who help people stay healthy in the home or care setting of their choice.

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") for interim financial information and with the instructions to Form 10-Q and the rules of the U.S. Securities and Exchange Commission ("SEC"). Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. In the opinion of management, all necessary adjustments, which consisted only of normal recurring items, have been included in the accompanying financial statements to present fairly the results of the interim periods. The results of operations for the interim periods presented are not necessarily indicative of the results that may be expected for the fiscal year ending June 30, 2022.

The condensed consolidated financial statements for the three and six months ended December 31, 2021 and December 31, 2020 are unaudited and should be read in conjunction with the consolidated financial statements and notes thereto included in our Annual Report on Form 10-K (our "Form 10-K") for the year ended June 30, 2021.

Revenue Recognition

In accordance with Accounting Standard Codification ("ASC") Topic 606, "Revenue from Contracts with Customers", we account for a contract with a customer when there is a legally enforceable contract, the rights of the parties are identified, the contract has commercial substance, and collectability of the contract consideration is probable. We have determined that we have two operating segments, which are the sleep and respiratory disorders sector of the medical device industry ("Sleep and Respiratory Care") and the supply of business management software as a service to out-of-hospital health providers ("SaaS"). Our Sleep and Respiratory Care revenue relates primarily to the sale of our products that are therapy-based equipment. Some contracts include additional performance obligations such as the provision of extended warranties and provision of data for patient monitoring. Our SaaS revenue relates to the provision of software access with ongoing support and maintenance services as well as professional services such as training and consulting.

Disaggregation of revenue

The following table summarizes our net revenue disaggregated by segment, product and region (in thousands):

	Three Months Ended December 31, 2021	Three Months Ended December 31, 2020	Six Months Ended December 31, 2021	Six Months Ended December 31, 2020
U.S., Canada and Latin America				
Devices	$ 244,775	$ 204,997	$ 520,707	$ 402,390
Masks and other	242,032	221,764	457,139	427,524
Total Sleep and Respiratory Care	$ 486,807	$ 426,761	$ 977,846	$ 829,914
Software as a Service	99,034	91,833	196,551	183,976
Total	$ 585,841	$ 518,594	$ 1,174,397	$ 1,013,890
Combined Europe, Asia and other markets				
Devices	$ 207,736	$ 187,992	$ 425,961	$ 364,018
Masks and other	101,297	93,425	198,532	174,047
Total Sleep and Respiratory Care	$ 309,033	$ 281,417	$ 624,493	$ 538,065
Global revenue				
Devices	$ 452,511	$ 392,989	$ 946,668	$ 766,408
Masks and other	343,329	315,189	655,671	601,571
Total Sleep and Respiratory Care	$ 795,840	$ 708,178	$ 1,602,339	$ 1,367,979
Software as a Service	99,034	91,833	196,551	183,976
Total	$ 894,874	$ 800,011	$ 1,798,890	$ 1,551,955

Performance obligations and contract balances

Revenue is recognized when performance obligations under the terms of a contract with a customer are satisfied; generally, this occurs with the transfer of risk and/or control of our products at a point in time. For products in our Sleep and Respiratory Care business, we transfer control and recognize a sale when products are shipped to the customer in accordance with the contractual shipping terms. For our SaaS business, revenue associated with professional services are recognized as they are provided. We defer the recognition of a portion of the consideration received when performance obligations are not yet satisfied. Consideration received from customers in advance of revenue recognition is classified as deferred revenue. Performance obligations resulting in deferred revenue in our Sleep and Respiratory Care business relate primarily to extended warranties on our devices and the provision of data for patient monitoring. Performance obligations resulting in deferred revenue in our SaaS business relate primarily to the provision of software access with maintenance and support over an agreed term and material rights associated with future discounts upon renewal of some SaaS contracts. Generally, deferred revenue will be recognized over a period of one year to five years. Our contracts do not contain significant financing components.

The following table summarizes our contract balances (in thousands):

	December 31, 2021	June 30, 2021	Balance sheet caption
Contract assets			
Accounts receivable, net	$ 526,036	$ 614,292	Accounts receivable, net
Unbilled revenue, current	24,683	10,893	Prepaid expenses and other current assets
Unbilled revenue, non-current	7,593	6,214	Prepaid taxes and other non-current assets
Contract liabilities			
Deferred revenue, current	(111,647)	(109,611)	Deferred revenue (current liabilities)
Deferred revenue, non-current	(94,427)	(91,496)	Deferred revenue (non-current liabilities)

Transaction price determination

Revenue is measured as the amount of consideration we expect to receive in exchange for transferring goods or providing services. In our Sleep and Respiratory Care segment, the amount of consideration received and revenue recognized varies with changes in marketing incentives (e.g. rebates, discounts, free goods) and returns offered to customers and their customers. When we give customers the right to return eligible products and receive credit, returns are estimated based on an analysis of historical experience. However, returns of products, excluding warranty-related returns, are infrequent and insignificant. We adjust the estimate of revenue at the earlier of when the most likely amount of consideration can be estimated, the amount expected to be received changes, or when the consideration becomes fixed.

We offer our Sleep and Respiratory Care customers cash or product rebates based on volume or sales targets measured over quarterly or annual periods. We estimate rebates based on each customer's expected achievement of its targets. In accounting for these rebate programs, we reduce revenue ratably as sales occur over the rebate period by the expected value of the rebates to be returned to the customer. Rebates measured over a quarterly period are updated based on actual sales results and, therefore, no estimation is required to determine the reduction to revenue. For rebates measured over annual periods, we update our estimates on a quarterly basis based on actual sales results and updated forecasts for the remaining rebate periods. We also offer discounts to both our Sleep and Respiratory Care as well as our SaaS customers as part of normal business practice and these are deducted from revenue when the sale occurs.

When Sleep and Respiratory Care or SaaS contracts have multiple performance obligations, we generally use an observable price to determine the stand-alone selling price by reference to pricing and discounting practices for the specific product or service when sold separately to similar customers. Revenue is then allocated proportionately, based on the determined stand-alone selling price, to each performance obligation. An allocation is not required for many of our Sleep and Respiratory Care contracts that have a single performance obligation, which is the shipment of our therapy-based equipment.

Accounting and practical expedient elections

We have elected to account for shipping and handling activities associated with our Sleep and Respiratory Care segment as a fulfillment cost within cost of sales, and record shipping and handling costs collected from customers in net revenue. We have also elected for all taxes assessed by government authorities that are imposed on and concurrent with revenue-producing transactions, such as sales and value added taxes, to be excluded from revenue and presented on a net basis. We have elected two practical expedients including the "right to invoice" practical expedient, which is relevant for some of our SaaS contracts as it allows us to recognize revenue in the amount of the invoice when it corresponds directly with the value of performance completed to date. The second practical expedient adopted permits relief from considering a significant financing component when the payment for the good or service is expected to be one year or less.

Lease Revenue

We lease Sleep and Respiratory Care medical devices to customers primarily as a means to comply with local health insurer requirements in certain foreign geographies. Device rental contracts include sales-type and operating leases, and contract terms vary by customer and include options to terminate or extend the contract. When lease contracts also include the sale of masks and accessories, we allocate contract consideration to those items on a relative standalone price basis and recognize revenue when control transfers to the customer.

The components of lease revenue were as follows (in thousands):

	Three Months Ended December 31,		Six Months Ended December 31,	
	2021	2020	2021	2020
Sales-type lease revenue	$ 1,565	$ 1,863	$ 5,652	$ 3,823
Operating lease revenue	24,426	25,026	49,583	49,805
Total lease revenue	$ 25,991	$ 26,889	$ 55,235	$ 53,628

Provision for Warranty

We provide for the estimated cost of product warranties on our Sleep and Respiratory Care products at the time the related revenue is recognized. We determine the amount of this provision by using a financial model, which takes into consideration actual historical expenses and potential risks associated with our different products. We use this financial model to calculate the future probable expenses related to warranty and the required level of the warranty provision. Although we engage in product improvement programs and processes, our warranty obligation is affected by product failure rates and costs incurred to correct those product failures. Should actual product failure rates or estimated costs to repair those product failures differ from our estimates, we would be required to revise our estimated warranty provision.

(a) Recently adopted accounting pronouncements

ASU No. 2021-08 "Business Combinations: Accounting for Contract Assets and Contract Liabilities from Contracts with Customers"
In October 2021, the FASB issued ASU No. 2021-08, "Accounting for Contract Assets and Contract Liabilities from Contracts with Customers" (Topic 805), which requires contract assets and contract liabilities acquired in a business combination to be recognized and measured by the acquirer on the acquisition date in accordance with ASC 606, *Revenue from Contracts with Customers*, as if it had originated the contracts. This approach differs from the current requirement to measure contract assets and contract liabilities acquired in a business combination at fair value. The guidance is effective for us beginning in the first quarter of the year ending June 30, 2024 and early adoption is permitted. We elected to early adopt this standard in the second quarter of our fiscal year ending June 30, 2022. We do not expect the adoption of ASU 2021-08 to have a material impact on our consolidated financial statements.

(2) Segment Information

We have quantitatively and qualitatively determined that we operate in two operating segments, which are the Sleep and Respiratory Care segment and the SaaS segment.

We evaluate the performance of our segments based on net revenues and income from operations. The accounting policies of the segments are the same as those described in note 2 of our consolidated financial statements included in our Form 10-K for the year ended June 30, 2021. Segment net revenues and segment income from operations do not include inter-segment profits and revenue is allocated to a geographic area based on where the products are shipped to or where the services are performed.

Certain items are maintained at the corporate level and are not allocated to the segments. The non-allocated items include corporate headquarters costs, stock-based compensation, amortization expense from acquired intangibles, net interest expense (income), loss attributable to equity method investments, gains and losses on equity investments, and other, net. We neither discretely allocate assets to our operating segments, nor does our Chief Operating Decision Maker evaluate the operating segments using discrete asset information.

RESMED INC. AND SUBSIDIARIES
Notes to the Condensed Consolidated Financial Statements
(Unaudited)

The table below presents a reconciliation of net revenues and net operating profit by reportable segments (in thousands):

	Three Months Ended December 31, 2021	Three Months Ended December 31, 2020	Six Months Ended December 31, 2021	Six Months Ended December 31, 2020
Net revenue by segment				
Total Sleep and Respiratory Care	$ 795,840	$ 708,178	$ 1,602,339	$ 1,367,979
Software as a Service	99,034	91,833	196,551	183,976
Total	$ 894,874	$ 800,011	$ 1,798,890	$ 1,551,955
Depreciation and amortization by segment				
Sleep and Respiratory Care	$ 19,347	$ 13,244	$ 37,362	$ 26,391
Software as a Service	1,857	1,137	3,558	2,108
Amortization of acquired intangible assets and corporate assets	19,585	26,199	38,971	51,547
Total	$ 40,789	$ 40,580	$ 79,891	$ 80,046
Net operating profit by segment				
Sleep and Respiratory Care	$ 282,556	$ 261,660	$ 579,781	$ 509,841
Software as a Service	22,999	24,291	45,019	47,877
Total	$ 305,555	$ 285,951	$ 624,800	$ 557,718
Reconciling items				
Corporate costs	$ 37,875	$ 36,709	$ 76,442	$ 71,358
Amortization of acquired intangible assets	18,969	18,853	37,734	39,075
Restructuring expenses	-	8,673	-	8,673
Interest expense (income), net	5,948	5,792	11,308	12,517
Loss attributable to equity method investments	1,914	2,640	3,300	4,928
(Gain) loss on equity investments	4,404	3,700	(1,208)	(4,776)
Other, net	(841)	(1,008)	1,150	(503)
Income before income taxes	$ 237,286	$ 210,592	$ 496,074	$ 426,446

(3) Supplemental Balance Sheet Information

Components of selected captions in the condensed consolidated balance sheets consisted of the following (in thousands):

Inventories	December 31, 2021	June 30, 2021
Raw materials	$ 322,599	$ 155,419
Work in progress	3,997	4,647
Finished goods	265,550	296,967
Total inventories	$ 592,146	$ 457,033

Property, Plant and Equipment	December 31, 2021	June 30, 2021
Property, plant and equipment, at cost	$ 1,111,406	$ 1,085,629
Accumulated depreciation and amortization	(633,628)	(622,139)
Property, plant and equipment, net	$ 477,778	$ 463,490

Other Intangible Assets	December 31, 2021	June 30, 2021
Developed/core product technology	$ 360,297	$ 383,319
Accumulated amortization	(231,386)	(239,049)
Developed/core product technology, net	128,911	144,270
Customer relationships	262,321	272,703
Accumulated amortization	(91,196)	(90,976)
Customer relationships, net	171,125	181,727
Other intangibles	204,219	197,662
Accumulated amortization	(132,242)	(131,077)
Other intangibles, net	71,977	66,585
Total other intangibles, net	$ 372,013	$ 392,582

Intangible assets consist of developed/core product technology, trade names, non-compete agreements, customer relationships, and patents, which we amortize over the estimated useful life of the assets, generally between two years to fifteen years. There are no expected residual values related to these intangible assets.

(4) Goodwill

A reconciliation of changes in our goodwill by reportable segment is as follows (in thousands):

	Six Months Ended December 31, 2021		
	Sleep and Respiratory Care	SaaS	Total
Balance at the beginning of the period	$ 633,183	$ 1,294,718	$ 1,927,901
Business acquisitions	33,499	-	33,499
Foreign currency translation adjustments	(9,941)	-	(9,941)
Balance at the end of the period	$ 656,741	$ 1,294,718	$ 1,951,459

(5) Investments

We have equity investments in privately and publicly held companies that are unconsolidated entities. The following discusses our investments in marketable equity securities, non-marketable equity securities, and investments accounted for under the equity method.

Our marketable equity securities are publicly traded stocks measured at fair value and classified within Level 1 in the fair value hierarchy because we use quoted prices for identical assets in active markets. Marketable equity securities are recorded in prepaid expenses and other current assets on the condensed consolidated balance sheets.

Non-marketable equity securities consist of investments in privately held companies without readily determinable fair values and are recorded in prepaid taxes and other non-current assets on the condensed consolidated balance sheets. Non-marketable equity securities are reported at cost, minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issuer. We assess non-marketable equity securities at least quarterly for impairment and consider qualitative and quantitative factors including the investee's financial metrics, product and commercial outlook and cash usage. All gains and losses on marketable and non-marketable equity securities, realized and unrealized, are recognized in gain (loss) on equity investments as a component of other income (loss), net on the condensed consolidated statements of operations.

Equity investments whereby we have significant influence, but not control over the investee and are not the primary beneficiary of the investee’s activities, are accounted for under the equity method. Under this method, we record our share of gains or losses attributable to equity method investments as a component of other income (loss), net on the condensed consolidated statements of operations.

Equity investments by measurement category were as follows (in thousands):

Measurement category	December 31, 2021	June 30, 2021
Fair value	$ 19,566	$ 29,084
Measurement alternative	35,180	23,002
Equity method	13,854	17,154
Total	$ 68,600	$ 69,240

The following tables show a reconciliation of the changes in our equity investments (in thousands):

	Six Months Ended December 31, 2021			
	Non-marketable securities	Marketable securities	Equity method investments	Total
Balance at the beginning of the period	$ 23,002	$ 29,084	$ 17,154	$ 69,240
Net additions (reductions) to investments [(1)]	4,665	(3,213)	-	1,452
Observable price adjustments on non-marketable equity securities	5,367	-	-	5,367
Unrealized losses on marketable equity securities	-	(7,942)	-	(7,942)
Realized gains on marketable and non-marketable equity securities	2,355	1,637	-	3,992
Impairment of investments	(209)	-	-	(209)
Loss attributable to equity method investments	-	-	(3,300)	(3,300)
Carrying value at the end of the period	$ 35,180	$ 19,566	$ 13,854	$ 68,600

(1) Net additions (reductions) to investments includes additions from purchases, reductions due to exits of securities, or reclassifications due to our acquisition of an investee in which we held a prior equity interest.

RESMED INC. AND SUBSIDIARIES
Notes to the Condensed Consolidated Financial Statements
(Unaudited)

	Six Months Ended December 31, 2020			
	Non-marketable securities	Marketable securities	Equity method investments	Total
Balance at the beginning of the period	$ 30,033	$ -	$ 14,109	$ 44,142
Additions to investments	1,946	-	12,500	14,446
Unrealized gains on marketable equity securities	-	4,776	-	4,776
Reclassifications (2)	(10,569)	10,569	-	-
Loss attributable to equity method investments	-	-	(4,928)	(4,928)
Carrying value at the end of the period	$ 21,410	$ 15,345	$ 21,681	$ 58,436

(2) During the six months ended December 31, 2020, one of our investments, which was previously accounted for under the measurement alternative, completed its initial public offering which resulted in a change of accounting methodology to fair value.

Net unrealized losses recognized for equity investments in non-marketable and marketable securities held as of December 31, 2021 for the three and six months ended December 31, 2021 were $6.9 million and $2.8 million, respectively. Net unrealized gains and losses recognized for equity investments in non-marketable and marketable securities held as of December 31, 2020 were a loss of $3.7 million for three months ended December 31, 2020 and a gain of $4.8 million for six months ended December 31, 2020.

(6) Income Taxes

In accordance with ASC 740 *Income Taxes*, each interim reporting period is considered integral to the annual period, and tax expense is measured using an estimated annual effective tax rate. An entity is required to record income tax expense each quarter based on its annual effective tax rate estimated for the full fiscal year and use that rate to provide for income taxes on a current year-to-date basis, adjusted for discrete taxable events that occur during the interim period.

On September 19, 2021, we concluded the settlement agreement with the Australian Taxation Office (“ATO”) in relation to the previously disclosed transfer pricing dispute for the tax years 2009 through 2018 (“ATO settlement”). The ATO settlement fully resolved the dispute for all prior years, with no admission of liability and provides clarity in relation to certain future taxation principles.

The final net impact of the ATO settlement was $238.7 million, which represents a gross amount of $381.7 million, including interest and penalties of $48.1 million, and adjustments for credits and deductions of $143.0 million. As a result of the ATO settlement and due to movements in foreign currencies, we recorded a benefit of $14.1 million within other comprehensive income, and a $4.1 million reduction of tax credits, which was recorded to income tax expense. As a result of the ATO settlement, we reversed our previously recorded uncertain tax position.

On September 28, 2021, we remitted final payment to the ATO of $284.8 million, consisting of the agreed settlement amount of $381.7 million less prior remittances made to the ATO of $96.9 million.

(7) Product Warranties

Changes in the liability for warranty costs, which is included in accrued expenses in our condensed consolidated balance sheets, are as follows (in thousands):

	Six Months Ended December 31,	
	2021	2020
Balance at the beginning of the period	$ 22,032	$ 21,132
Warranty accruals for the period	9,751	8,309
Warranty costs incurred for the period	(6,932)	(7,075)
Foreign currency translation adjustments	(371)	1,903
Balance at the end of the period	$ 24,480	$ 24,269

(8) Debt

Debt consisted of the following (in thousands):

	December 31, 2021	June 30, 2021
Short-term debt	$ 12,000	$ 12,000
Long-term debt	$ 670,000	$ 646,000
Deferred borrowing costs	(2,021)	(2,649)
Long-term debt, net	$ 667,979	$ 643,351
Total debt	$ 679,979	$ 655,351

Credit Facility

On April 17, 2018, we entered into an amended and restated credit agreement (the "Revolving Credit Agreement"), as borrower, with lenders MUFG Union Bank, N.A., as administrative agent, joint lead arranger, joint book runner, swing line lender and letter of credit issuer, and Westpac Banking Corporation, as syndication agent, joint lead arranger and joint book runner. The Revolving Credit Agreement, among other things, provided a senior unsecured revolving credit facility of $800.0 million, with an uncommitted option to increase the revolving credit facility by an additional $300.0 million.

Additionally, on April 17, 2018, ResMed Limited entered into a Syndicated Facility Agreement (the "Term Credit Agreement"), as borrower, with lenders MUFG Union Bank, N.A., as administrative agent, joint lead arranger and joint book runner, and Westpac Banking Corporation, as syndication agent, joint lead arranger and joint book runner. The Term Credit Agreement, among other things, provides ResMed Limited a senior unsecured term credit facility of $200.0 million.

On November 5, 2018, we entered into a first amendment to the Revolving Credit Agreement to, among other things, increase the size of our senior unsecured revolving credit facility from $800.0 million to $1.6 billion, with an uncommitted option to increase the revolving credit facility by an additional $300.0 million.

Our obligations under the Revolving Credit Agreement are guaranteed by certain of our direct and indirect U.S. subsidiaries, and ResMed Limited's obligations under the Term Credit Agreement are guaranteed by us and certain of our direct and indirect U.S. subsidiaries. The Revolving Credit Agreement and Term Credit Agreement contain customary covenants, including, in each case, a financial covenant that requires that we maintain a maximum leverage ratio of funded debt to EBITDA (as defined in the Revolving Credit Agreement and Term Credit Agreement, as applicable). The entire principal amounts of the revolving credit facility and term credit facility, and, in each case, any accrued but unpaid interest may be declared immediately due and payable if an event of default occurs, as defined in the Revolving Credit Agreement and the Term Credit Agreement, as applicable. Events of default under the Revolving Credit Agreement and the Term Credit Agreement include, in each case, failure to make payments when due, the occurrence of a default in the performance of any covenants in the respective agreements or related documents, or certain changes of control of us, or the respective guarantors of the obligations borrowed under the Revolving Credit Agreement and Term Credit Agreement.

The Revolving Credit Agreement and Term Credit Agreement each terminate on April 17, 2023, when all unpaid principal and interest under the loans must be repaid. Amounts borrowed under the Term Credit Agreement also amortize on a semi-annual basis, with a $6.0 million principal payment required on each such semi-annual amortization date. The outstanding principal amounts bear interest at a rate equal to LIBOR plus 0.75% to 1.50% (depending on the then-applicable leverage ratio) or the Base Rate (as defined in the Revolving Credit Agreement and the Term Credit Agreement, as applicable) plus 0.0% to 0.50% (depending on the then-applicable leverage ratio). At December 31, 2021, the interest rate that was being charged on the outstanding principal amounts was 0.9%. An applicable commitment fee of 0.100% to 0.175% (depending on the then-applicable leverage ratio) applies on the unused portion of the revolving credit facility. As of December 31, 2021, we had $1.6 billion available for draw down under the revolving credit facility.

We are required to disclose the fair value of financial instruments for which it is practicable to estimate the value, even though these instruments are not recognized at fair value in the consolidated balance sheets. As the Revolving Credit and Term Credit Agreements' interest rate is calculated as LIBOR plus the spreads described above, its carrying amount is equivalent to its fair value as at December 31, 2021 and June 30, 2021, which was $182.0 million and $158.0 million, respectively. Quoted market prices in active markets for similar liabilities based inputs (Level 2) were used to estimate fair value.

Senior Notes

On July 10, 2019, we entered into a Note Purchase Agreement with the purchasers to that agreement, in connection with the issuance and sale of $250.0 million principal amount of our 3.24% senior notes due July 10, 2026, and $250.0 million principal amount of our 3.45% senior notes due July 10, 2029 (collectively referred to as the "Senior Notes"). Our obligations under the Note Purchase Agreement and the Senior Notes are unconditionally and irrevocably guaranteed by certain of our direct and indirect U.S. subsidiaries. The net proceeds from this transaction were used to pay down borrowings on our Revolving Credit Agreement.

Under the terms of the Note Purchase Agreement, we agreed to customary covenants including with respect to our corporate existence, transactions with affiliates, and mergers and other extraordinary transactions. We also agreed that, subject to limited exceptions, we will maintain a ratio of consolidated funded debt to consolidated EBITDA (as defined in the Note Purchase Agreement) of no more than 3.50 to 1.00 as of the last day of any fiscal quarter, and will not at any time permit the amount of all priority secured and unsecured debt of us and our subsidiaries to exceed 10% of our consolidated tangible assets, determined as of the end of our most recently ended fiscal quarter. This ratio is calculated at the end of each reporting period for which the Note Purchase Agreement requires us to deliver financial statements, using the results of the 12 consecutive month period ending with such reporting period.

We are required to disclose the fair value of financial instruments for which it is practicable to estimate the value, even though these instruments are not recognized at fair value in the consolidated balance sheets. As of December 31, 2021 and June 30, 2021 the Senior Notes had a carrying amount of $500.0 million, excluding deferred borrowing costs, and an estimated fair value of $525.8 million and $530.4 million, respectively. Quoted market prices in active markets for similar liabilities based inputs (Level 2) were used to estimate fair value.

At December 31, 2021, we were in compliance with our debt covenants and there was $682.0 million outstanding under the Revolving Credit Agreement, Term Credit Agreement and Senior Notes.

(9) Earnings Per Share

Basic earnings per share is computed by dividing the net income available to common stockholders by the weighted average number of shares of common stock outstanding. For purposes of calculating diluted earnings per share, the denominator includes both the weighted average number of shares of common stock outstanding and the number of dilutive common stock equivalents such as stock options and restricted stock units.

The weighted average number of outstanding stock options and restricted stock units not included in the computation of diluted earnings per share were 49,762 and 196,856 for the three months ended December 31, 2021 and 2020, respectively, and 25,470 and 154,888 for the six months ended December 31, 2021 and 2020, respectively, as the effect would have been anti-dilutive.

Basic and diluted earnings per share are calculated as follows (in thousands except per share data):

	Three Months Ended December 31,		Six Months Ended December 31,	
	2021	2020	2021	2020
Numerator:				
Net income	$ 201,751	$ 179,514	$ 405,364	$ 357,886
Denominator:				
Basic weighted-average common shares outstanding	145,990	145,246	145,835	145,053
Effect of dilutive securities:				
Stock options and restricted stock units	1,050	1,175	1,209	1,297
Diluted weighted average shares	147,040	146,421	147,044	146,350
Basic earnings per share	$ 1.38	$ 1.24	$ 2.78	$ 2.47
Diluted earnings per share	$ 1.37	$ 1.23	$ 2.76	$ 2.45

(10) Legal Actions and Contingencies

Litigation

In the normal course of business, we are subject to routine litigation incidental to our business. While the results of this litigation cannot be predicted with certainty, we believe that their final outcome will not, individually or in aggregate, have a material adverse effect on our consolidated financial statements taken as a whole.

On June 2, 2021, New York University filed a complaint for patent infringement in the United States District Court, District of Delaware against ResMed Inc., case no. 1:21-cv-00813 (CFC). The complaint alleges that the AutoSet and AutoRamp features of ResMed's AirSense 10 AutoSet flow generators infringe one or more claims of various patents. According to the complaint, the patents are directed to systems and methods for diagnosing and treating patient sleeping disorders during different sleep states. The complaint seeks money damages and attorneys' fees. ResMed answered the complaint on September 30, 2021 and filed a motion to dismiss the complaint on the basis that the patents are invalid because the subject matter of the patents is not patentable under the Supreme Court and Federal Circuit precedent. The motion to dismiss is pending.

On January 27, 2021, the International Trade Commission instituted In Re Certain UMTS and LTE Cellular Communications Modules and Products Containing the Same, Investigation No. 337-TA-1240, by complainants Philips RS North America, LLC and Koninklijke Philips N.V. (collectively "Philips") against Quectel Wireless Solutions Co., Ltd; Thales DIS AIS USA, LLC, Thales DIS AIS Deutschland GmbH; Telit Wireless Solutions, Inc., Telit Communications PLC, CalAmp. Corp., Xirgo Technologies, LLC, and Laird Connectivity, Inc. (collectively "respondents"). In the ITC investigation, Philips seeks an order excluding communications modules, and products that contain them, from importation into the United States based on alleged infringement of 3G and 4G standard essential patents held by Philips. On October 6-14, 2021, the administrative law judge held a hearing on the merits. The administrative law judge is expected to issue his initial determination on March 4, 2022, and the full Commission is expected to issue its final determination on or about July 5, 2022. On December 17, 2020, Philips filed companion cases for patent infringement against the same defendants in the United States District Court for the District of Delaware, case nos. 1:20-cv-01707, 01708, 01709, 01710, 01711, and 01713 (CFC) seeking damages, an injunction, and a declaration from the court on the amount of a fair reasonable and non-discriminatory license rate for the standard essential patents it is asserting against the defendants. The district court cases have been stayed pending the ITC proceedings. ResMed is not a party to the ITC investigation or the district court cases but sells products that incorporate some of the communications modules at issue in the cases.

On October 1, 2021 ResMed acquired Ectosense, manufacturer of the NightOwl device used for home sleep testing. Prior to the acquisition, Ectosense was named as a defendant in a trademark and false advertising complaint filed by Itamar Medical Ltd. in the district court for the Southern District of Florida, case no. 20-cv-60719-WPD, based on Ectosense's description of the NightOwl's measurement of peripheral arterial tone and use of the acronym "PAT" in its advertising. Ectosense has filed a counterclaim for cancellation of Itamar's "PAT" trademark and for false advertising by Itamar. Each party seeks damages and injunctive relief against the other. The parties are engaged in discovery and the matter is set for trial during the two-week court calendar commencing Monday, September 12, 2022.

Based on currently available information, we are unable to make a reasonable estimate of loss or range of losses, if any, arising from these matters.

Contingent Obligations Under Recourse Provisions

We use independent financing institutions to offer some of our customers financing for the purchase of some of our products. Under these arrangements, if the customer qualifies under the financing institutions' credit criteria and finances the transaction, the customers repay the financing institution on a fixed payment plan. For some of these arrangements, the customer's receivable balance is with limited recourse whereby we are responsible for repaying the financing company should the customer default. We record a contingent provision, which is estimated based on historical default rates. This is applied to receivables sold with recourse and is recorded in accrued expenses.

During the six months ended December 31, 2021 and December 31, 2020, receivables sold with limited recourse were $94.2 million and $72.6 million, respectively. As of December 31, 2021, the maximum exposure on outstanding receivables sold with recourse and contingent provision were $41.1 million and $6.1 million, respectively. As of June 30, 2021, the maximum exposure on outstanding receivables sold with recourse and contingent provision were $30.2 million and $8.2 million, respectively.

(11) Restructuring Expenses

In November 2020, we closed our Portable Oxygen Concentrator business, which was part of the Sleep and Respiratory Care segment. During the three and six months ended December 31, 2020, we recognized restructuring expenses of $13.9 million primarily related to inventory write-downs of $5.2 million, accelerated amortization of acquired intangible assets of $5.1 million, asset impairments of $2.3 million, employee-related costs of $0.7 million and contract cancellation costs of $0.6 million. Of the total expense recognized during the three and six months ended December 31, 2020, the inventory write-down of $5.2 million is presented within cost of sales and the remaining $8.7 million in restructuring costs is separately disclosed as restructuring expenses on the condensed consolidated statements of income. We did not incur additional material expenses in connection with this activity after December 31, 2020, and the restructure was completed as of June 30, 2021.

RESMED INC. AND SUBSIDIARIES
Management's Discussion and Analysis of Financial Condition and Results of Operations

Special Note Regarding Forward-Looking Statements

This report contains or may contain certain forward-looking statements and information that are based on the beliefs of our management as well as estimates and assumptions made by, and information currently available to, our management. All statements other than statements regarding historical facts are forward-looking statements. The words "believe," "expect," "intend," "anticipate," "will continue," "will," "estimate," "plan," "future" and other similar expressions, and negative statements of such expressions, generally identify forward-looking statements, including, in particular, statements regarding expectations of future revenue or earnings, expenses, new product development, new product launches, new markets for our products, litigation, tax outlook and the effects of competition and public health crises (including the COVID-19 pandemic) on our business. These forward-looking statements are made in accordance with the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. You are cautioned not to place undue reliance on these forward-looking statements. Forward-looking statements reflect the views of our management at the time the statements are made and are subject to a number of risks, uncertainties, estimates and assumptions, including, without limitation, and in addition to those identified in the text surrounding such statements, those identified in our annual report on Form 10-K for the fiscal year ended June 30, 2021 and elsewhere in this report. Information that is based on estimates, forecasts, projections, market research or similar methodologies is inherently subject to uncertainties and actual events or circumstances may differ materially from events and circumstances reflected in this information. Unless otherwise expressly stated, we obtained this industry, business, market, and other data from reports, research surveys, studies, and similar data prepared by market research firms and other third parties, industry, medical and general publications, government data, and similar sources.

In addition, important factors to consider in evaluating such forward-looking statements include changes or developments in healthcare reform, social, economic, market, legal or regulatory circumstances, including the impact of public health crises such as the novel strain of coronavirus (COVID-19) that has spread globally, changes in our business or growth strategy or an inability to execute our strategy due to changes in our industry or the economy generally, the emergence of new or growing competitors, the actions or omissions of third parties, including suppliers, customers, competitors and governmental authorities and various other factors. If any one or more of these risks or uncertainties materialize, or underlying estimates or assumptions prove incorrect, actual results may vary significantly from those expressed in our forward-looking statements, and there can be no assurance that the forward-looking statements contained in this report will in fact occur.

Before deciding to purchase, hold or sell our common stock, you should carefully consider the risks described in our annual report on Form 10-K for the fiscal year ended June 30, 2021, in addition to the other cautionary statements and risks described elsewhere in this report and in our other filings with the Securities and Exchange Commission ("SEC"), including our subsequent reports on Forms 10-Q and 8-K. These risks and uncertainties are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also affect our business. If any of these known or unknown risks or uncertainties actually occurs with material adverse effects on us, our business, financial condition and results of operations could be seriously harmed. In that event, the market price for our common stock will likely decline and you may lose all or part of your investment.

RESMED INC. AND SUBSIDIARIES
Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview

The following is an overview of our results of operations for the three and six months ended December 31, 2021. Management's discussion and analysis of financial condition and results of operations ("MD&A") is intended to help the reader understand our results of operations and financial condition. Management's discussion and analysis is provided as a supplement to, and should be read in conjunction with, the condensed consolidated financial statements and notes included in this report.

We are a global leader in the development, manufacturing, distribution and marketing of medical devices and cloud-based software applications that diagnose, treat and manage respiratory disorders, including sleep disordered breathing ("SDB"), chronic obstructive pulmonary disease, neuromuscular disease and other chronic diseases. SDB includes obstructive sleep apnea and other respiratory disorders that occur during sleep. Our products and solutions are designed to improve patient quality of life, reduce the impact of chronic disease and lower healthcare costs as global healthcare systems continue to drive a shift in care from hospitals to the home and lower cost settings. Our cloud-based software digital health applications, along with our devices, are designed to provide connected care to improve patient outcomes and efficiencies for our customers.

Since the development of continuous positive airway pressure therapy, we have expanded our business by developing or acquiring a number of products and solutions for a broader range of respiratory disorders including technologies to be applied in medical and consumer products, ventilation devices, diagnostic products, mask systems for use in the hospital and home, headgear and other accessories, dental devices, and cloud-based software informatics solutions to manage patient outcomes and customer and provider business processes. Our growth has been fueled by geographic expansion, our research and product development efforts, acquisitions and an increasing awareness of SDB and respiratory conditions like chronic obstructive pulmonary disease as significant health concerns.

We are committed to ongoing investment in research and development and product enhancements. During the three months ended December 31, 2021, we invested $62.5 million on research and development activities, which represents 7.0% of net revenues, with a continued focus on the development and commercialization of new, innovative products and solutions that improve patient outcomes, create efficiencies for our customers and help physicians and providers better manage chronic disease and lower healthcare costs. During the three months ended December 31, 2021 we continued the launch of AirSense 11, which introduces new features such as a touch screen, algorithms for patients new to therapy and digital enhancements and over-the-air update capabilities. Due to multiple acquisitions, including Brightree in April 2016, HEALTHCAREfirst in July 2018 and MatrixCare in November 2018, our operations now include out-of-hospital software platforms designed to support the professionals and caregivers who help people stay healthy in the home or care setting of their choice. These platforms comprise our SaaS business. These products, our cloud-based remote monitoring and therapy management system, and a robust product pipeline, should continue to provide us with a strong platform for future growth.

We have determined that we have two operating segments, which are the sleep and respiratory disorders sector of the medical device industry ("Sleep and Respiratory Care") and the supply of business management software as a service to out-of-hospital health providers ("SaaS").

Net revenue for the three months ended December 31, 2021 was $894.9 million, an increase of 12% compared to the three months ended December 31, 2020. Gross margin was 56.4% for the three months ended December 31, 2021 compared to 57.8% for the three months ended December 31, 2020. Diluted earnings per share was $1.37 for the three months ended December 31, 2021, compared to diluted earnings per share of $1.23 for the three months ended December 31, 2020.

At December 31, 2021, our cash and cash equivalents totaled $194.5 million, our total assets were $4.7 billion and our stockholders' equity was $3.1 billion.

In order to provide a framework for assessing how our underlying businesses performed excluding the effect of foreign currency fluctuations, we provide certain financial information on a "constant currency" basis, which is in addition to the actual financial information presented. In order to calculate our constant currency information, we translate the current period financial information using the foreign currency exchange rates that were in effect during the previous comparable period. However, constant currency measures should not be considered in isolation or as an alternative to U.S. dollar measures that reflect current period exchange rates, or to other financial measures calculated and presented in accordance with accounting principles generally accepted in the United States ("GAAP").

Impact of COVID-19

In March 2020, the World Health Organization declared the outbreak of a novel strain of coronavirus (“COVID-19”) as a pandemic. Our primary goal during the COVID-19 pandemic is the preservation of life. We have prioritized protecting the health and safety of our employees and continuing to use our employees’ talents and our resources to help society meet and overcome the challenges the pandemic poses.

The COVID-19 pandemic has continued to impact the global supply chain, primarily through a lack of availability of raw materials and electronic components, which has constrained and restricted our ability to initially meet the demand for our sleep products following a recent product recall by one of our competitors. The lack of raw materials and electronic components is also impacting companies outside of our direct industry, which is resulting in a competitive supply environment causing higher costs, requiring us to commit to minimum purchase obligations as well as make upfront payments to our suppliers. Additionally, we have observed a reduction in both inbound and outbound transportation capacity as a result of the pandemic, which is causing longer lead times in receiving raw materials into and distributing finished goods out of our manufacturing facilities in addition to increased freight costs. These highly competitive and constrained supply chain conditions are increasing our cost of sales, which has and may continue to decrease our gross margin. Given the ongoing uncertainty regarding the duration and extent of the COVID-19 pandemic, we are uncertain as to the duration and extent of constraint on our supply chain.

During the three months ended December 31, 2021, we did not observe material incremental demand for our ventilator devices and masks associated with the COVID-19 pandemic. Although there is still substantial uncertainty, we believe the global demand for ventilators and other respiratory support devices used to treat COVID-19 patients has largely been met. As such, we do not expect material COVID-19-generated demand for our ventilator products for the remainder of the fiscal year ending June 30, 2022.

Diagnostic pathways for sleep apnea treatment, including physician practices, home medical equipment, or HME, suppliers and sleep clinics, have been impacted and, in some instances, been required, to temporarily close due to governments’ “shelter-in-place” orders, quarantines or similar orders or restrictions enacted to control the spread of COVID-19. In some countries, new patients are prescribed sleep apnea treatment through hospitals that are directing their resources to critical care, including COVID-19 treatment. The impact on these diagnostic and prescription pathways has resulted in a decrease in demand from new patients for our products designed to treat sleep apnea. Although many governments have reduced or removed COVID-19 restrictions and implemented vaccination programs to varying degrees, we are uncertain as to the duration and extent of the impact on demand for our sleep devices. However, due to the nature of the installed base of existing patients using our devices, we have not seen any significant adverse impact on demand for re-supply of our masks.

Our SaaS business has also been affected by COVID-19 and measures taken to control the spread of COVID-19. Some of our existing and potential SaaS customers are HME distributors and have been impacted by the same temporary business closures noted above. We also have existing and potential SaaS customers that operate care facilities and are either receiving and treating patients infected with COVID-19 or have implemented significant measures to safeguard their facilities against a potential COVID-19 outbreak. Given these challenging business conditions, businesses may be deterred from adopting new or changing SaaS platforms, which may adversely impact our ability to engage new customers for our SaaS businesses, or expand the services used by existing customers.

Our ability to continue to operate without any significant negative impacts will in part depend on our ability to protect our employees. We have endeavored and continue to follow recommended actions of government and health authorities to protect our employees worldwide, but since COVID-19 was declared a pandemic in March 2020, we were able to broadly maintain our operations, and we are beginning the slow and careful process of progressively returning to work in some of our offices around the world. The pandemic has not negatively impacted our liquidity position.

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Results of Operations

Three Months Ended December 31, 2021 Compared to the Three Months Ended December 31, 2020

Net Revenue

Net revenue for the three months ended December 31, 2021 increased to $894.9 million from $800.0 million for the three months ended December 31, 2020, an increase of $94.9 million or 12% (a 13% increase on a constant currency basis). The following table summarizes our net revenue disaggregated by segment, product and region (in thousands):

	Three Months Ended December 31, 2021	Three Months Ended December 31, 2020	% Change	Constant Currency*
U.S., Canada and Latin America				
Devices	$ 244,775	$ 204,997	19 %	
Masks and other	242,032	221,764	9	
Total Sleep and Respiratory Care	$ 486,807	$ 426,761	14	
Software as a Service	99,034	91,833	8	
Total	$ 585,841	$ 518,594	13	
Combined Europe, Asia and other markets				
Devices	$ 207,736	$ 187,992	11 %	13 %
Masks and other	101,297	93,425	8	11
Total Sleep and Respiratory Care	$ 309,033	$ 281,417	10	12
Global revenue				
Devices	$ 452,511	$ 392,989	15 %	16 %
Masks and other	343,329	315,189	9	10
Total Sleep and Respiratory Care	$ 795,840	$ 708,178	12	13
Software as a Service	99,034	91,833	8	8
Total	$ 894,874	$ 800,011	12	13

* Constant currency numbers exclude the impact of movements in international currencies.

Sleep and Respiratory Care

Net revenue from our Sleep and Respiratory Care business for the three months ended December 31, 2021 was $795.8 million, an increase of 12% compared to net revenue for the three months ended December 31, 2020. Movements in international currencies against the U.S. dollar negatively impacted net revenue by approximately $5.8 million for the three months ended December 31, 2021. Excluding the impact of currency movements, total Sleep and Respiratory Care net revenue for the three months ended December 31, 2021 increased by 13% compared to the three months ended December 31, 2020. The increase in net revenue was primarily attributable to an increase in unit sales of our devices and masks, including increased demand following a recent product recall by one of our competitors.

Net revenue from our Sleep and Respiratory Care business in the U.S., Canada and Latin America for the three months ended December 31, 2021 increased to $486.8 million from $426.8 million for the three months ended December 31, 2020, an increase of $60.0 million or 14%. The increase was primarily due to an increase in unit sales of our devices and masks, including increased demand following a recent product recall by one of our competitors.

Net revenue in combined Europe, Asia and other markets increased for the three months ended December 31, 2021 to $309.0 million from $281.4 million for the three months ended December 31, 2020, an increase of $27.6 million or 10% (a 12% increase on a constant currency basis). The constant currency increase in sales in combined Europe, Asia and other markets predominantly reflects an increase in unit sales of our devices and masks, including increased demand following a recent product recall by one of our competitors.

Net revenue from devices for the three months ended December 31, 2021 increased to $452.5 million from $393.0 million for the three months ended December 31, 2020, an increase of $59.5 million or 15%, including an increase of 19% in the U.S., Canada and Latin America and an increase of 11% in combined Europe, Asia and other markets (a 13% increase on a constant currency basis). Excluding the impact of foreign currency movements, device sales for the three months ended December 31, 2021 increased by 16%.

Net revenue from masks and other for the three months ended December 31, 2021 increased to $343.3 million from $315.2 million for the three months ended December 31, 2020, an increase of $28.1 million or 9%, including an increase of 9% in the U.S., Canada and Latin America and an increase of 8% in combined Europe, Asia and other markets (an 11% increase on a constant currency basis). Excluding the impact of foreign currency movements, masks and other sales increased by 10%, compared to the three months ended December 31, 2020.

Software as a Service

Net revenue from our SaaS business for the three months ended December 31, 2021 was $99.0 million, an increase of 8% compared to the three months ended December 31, 2020. The increase was predominantly due to continued growth in our HME category and stabilizing patient flow in our out-of-hospital care settings.

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Six Months Ended December 31, 2021 Compared to the Six Months Ended December 31, 2020

Net Revenue

Net revenue for the six months ended December 31, 2021 increased to $1,798.9 million from $1,552.0 million for the six months ended December 31, 2020, an increase of $246.9 million or 16% (a 16% increase on a constant currency basis). The following table summarizes our net revenue disaggregated by segment, product and region (in thousands):

	Six Months Ended December 31,			
	2021	2020	% Change	Constant Currency*
U.S., Canada and Latin America				
Devices	$ 520,707	$ 402,390	29 %	
Masks and other	457,139	427,524	7	
Total Sleep and Respiratory Care	$ 977,846	$ 829,914	18	
Software as a Service	196,551	183,976	7	
Total	$ 1,174,397	$ 1,013,890	16	
Combined Europe, Asia and other markets				
Devices	$ 425,961	$ 364,018	17 %	17 %
Masks and other	198,532	174,047	14	15
Total Sleep and Respiratory Care	$ 624,493	$ 538,065	16	16
Global revenue				
Devices	$ 946,668	$ 766,408	24 %	23 %
Masks and other	655,671	601,571	9	9
Total Sleep and Respiratory Care	$ 1,602,339	$ 1,367,979	17	17
Software as a Service	196,551	183,976	7	7
Total	$ 1,798,890	$ 1,551,955	16	16

Sleep and Respiratory Care

Net revenue from our Sleep and Respiratory Care business for the six months ended December 31, 2021 was $1,602.3 million, an increase of 17% compared to net revenue for the six months ended December 31, 2020. Movements in international currencies against the U.S. dollar positively impacted net revenue by approximately $0.2 million for the six months ended December 31, 2021. Excluding the impact of currency movements, total Sleep and Respiratory Care net revenue for the six months ended December 31, 2021 increased by 17% compared to the six months ended December 31, 2020. The increase in net revenue was primarily attributable to an increase in unit sales of our devices and masks, including recovery of core sleep patient flow that was previously impacted by the pandemic and increased demand following a recent product recall by one of our competitors, partially offset by decreased COVID-19 related demand for our ventilators.

Net revenue from our Sleep and Respiratory Care business in the U.S., Canada and Latin America for the six months ended December 31, 2021 increased to $977.8 million from $829.9 million for the six months ended December 31, 2020, an increase of $147.9 million or 18%. The increase was primarily due to an increase in unit sales of our devices and masks, including recovery of core sleep patient flow that was previously impacted by the pandemic and increased demand following a recent product recall by one of our competitors, partially offset by decreased COVID-19 related demand for our ventilators.

Net revenue in combined Europe, Asia and other markets increased for the six months ended December 31, 2021 to $624.5 million from $538.1 million for the six months ended December 31, 2020, an increase of $86.4 million or 16% (a 16% increase on a constant currency basis). The constant currency increase in sales in combined Europe, Asia and other markets predominantly reflects an increase in unit sales of our devices and masks, including recovery of core sleep patient flow that was previously impacted by the pandemic and increased demand following a recent product recall by one of our competitors, partially offset by decreased COVID-19-related demand for our ventilators.

Net revenue from devices for the six months ended December 31, 2021 increased to $946.7 million from $766.4 million for the six months ended December 31, 2020, an increase of $180.3 million or 24%, including an increase of 29% in the U.S., Canada and Latin America and an increase of 17% in combined Europe, Asia and other markets (a 17% increase on a constant currency basis). Excluding the impact of foreign currency movements, device sales for the six months ended December 31, 2021 increased by 23%.

Net revenue from masks and other for the six months ended December 31, 2021 increased to $655.7 million from $601.6 million for the six months ended December 31, 2020, an increase of $54.1 million or 9%, including an increase of 7% in the U.S., Canada and Latin America and an increase of 14% in combined Europe, Asia and other markets (a 15% increase on a constant currency basis). Excluding the impact of foreign currency movements, masks and other sales increased by 9%, compared to the six months ended December 31, 2020.

Software as a Service

Net revenue from our SaaS business for the six months ended December 31, 2021 was $196.6 million, an increase of 7% compared to the six months ended December 31, 2020. The increase was predominantly due to continued growth in our HME category and stabilizing patient flow in our out-of-hospital care settings.

Gross Profit and Gross Margin

Gross profit increased for the three months ended December 31, 2021 to $504.3 million from $462.5 million for the three months ended December 31, 2020, an increase of $41.8 million or 9%. Gross margin, which is gross profit as a percentage of net revenue, for the three months ended December 31, 2021 was 56.4% compared to 57.8% for the three months ended December 31, 2020.

The decrease in gross margin for the three months ended December 31, 2021 compared to three months ended December 31, 2020 was due primarily to higher logistics and manufacturing costs, partially offset by favorable product mix changes.

Gross profit increased for the six months ended December 31, 2021 to $1,010.6 million from $901.1 million for the six months ended December 31, 2020, an increase of $109.5 million or 12%. Gross margin, which is gross profit as a percentage of net revenue, for the six months ended December 31, 2021 was 56.2% compared to 58.1% for the six months ended December 31, 2020.

The decrease in gross margin for the six months ended December 31, 2021 compared to six months ended December 31, 2020 was due primarily to higher logistics and manufacturing costs and declines in average selling prices, partially offset by favorable product mix changes.

Operating Expenses

The following table summarizes our operating expenses (in thousands):

	Three Months Ended December 31,				
	2021	2020	Change	% Change	Constant Currency
Selling, general, and administrative	$ 185,362	$ 169,470	$ 15,892	9 %	10 %
as a % of net revenue	20.7 %	21.2 %			
Research and development	62,507	54,935	7,572	14 %	14 %
as a % of net revenue	7.0 %	6.9 %			
Amortization of acquired intangible assets	7,738	7,689	49	1 %	1 %

	Six Months Ended December 31,				
	2021	2020	Change	% Change	Constant Currency
Selling, general, and administrative	$ 362,082	$ 328,459	$ 33,623	10 %	10 %
as a % of net revenue	20.1 %	21.2 %			
Research and development	122,457	109,468	12,989	12 %	11 %
as a % of net revenue	6.8 %	7.1 %			
Amortization of acquired intangible assets	15,445	15,932	(487)	(3) %	(3) %

Selling, General, and Administrative Expenses

Selling, general, and administrative expenses increased for the three months ended December 31, 2021 to $185.4 million from $169.5 million for the three months ended December 31, 2020, an increase of $15.9 million or 9%. Selling, general, and administrative expenses were favorably impacted by the movement of international currencies against the U.S. dollar, which decreased our expenses by approximately $1.7 million, as reported in U.S. dollars. Excluding the impact of foreign currency movements, selling, general, and administrative expenses for the three months ended December 31, 2021 increased by 10% compared to the three months ended December 31, 2020. As a percentage of net revenue, selling, general, and administrative expenses were 20.7% for the three months ended December 31, 2021, compared to 21.2% for the three months ended December 31, 2020.

The constant currency increase in selling, general, and administrative expenses was primarily due to increases in employee-related costs during the three months ended December 31, 2021 compared to three months ended December 31, 2020.

Selling, general, and administrative expenses increased for the six months ended December 31, 2021 to $362.1 million from $328.5 million for the six months ended December 31, 2020, an increase of $33.6 million or 10%. Selling, general, and administrative expenses were favorably impacted by the movement of international currencies against the U.S. dollar, which decreased our expenses by approximately $0.2 million, as reported in U.S. dollars. Excluding the impact of foreign currency movements, selling, general, and administrative expenses for the six months ended December 31, 2021 increased by 10% compared to the six months ended December 31, 2020. As a percentage of net revenue, selling, general, and administrative expenses were 20.1% for the six months ended December 31, 2021, compared to 21.2% for the six months ended December 31, 2020.

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The constant currency increase in selling, general, and administrative expenses was primarily due to increases in employee-related costs during the six months ended December 31, 2021 compared to six months ended December 31, 2020.

Research and Development Expenses

Research and development expenses increased for the three months ended December 31, 2021 to $62.5 million from $54.9 million for the three months ended December 31, 2020, an increase of $7.6 million, or 14%. Research and development expenses were favorably impacted by the movement of international currencies against the U.S. dollar, which decreased our expenses by approximately $0.2 million for the three months ended December 31, 2021, as reported in U.S. dollars. Excluding the impact of foreign currency movements, research and development expenses increased by 14% compared to the three months ended December 31, 2020. As a percentage of net revenue, research and development expenses were 7.0% for the three months ended December 31, 2021, compared to 6.9% for the three months ended December 31, 2020.

The increase in research and development expenses in constant currency terms was primarily due to increased investment in our digital health technologies and SaaS solutions.

Research and development expenses increased for the six months ended December 31, 2021 to $122.5 million from $109.5 million for the six months ended December 31, 2020, an increase of $13.0 million, or 12%. Research and development expenses were unfavorably impacted by the movement of international currencies against the U.S. dollar, which increased our expenses by approximately $0.5 million for the six months ended December 31, 2021, as reported in U.S. dollars. Excluding the impact of foreign currency movements, research and development expenses increased by 11% compared to the six months ended December 31, 2020. As a percentage of net revenue, research and development expenses were 6.8% for the six months ended December 31, 2021, compared to 7.1% for the six months ended December 31, 2020.

The increase in research and development expenses in constant currency terms was primarily due to increased investment in our digital health technologies and SaaS solutions.

Amortization of Acquired Intangible Assets

Amortization of acquired intangible assets for the three months ended December 31, 2021 totaled $7.7 million compared to $7.7 million for the three months ended December 31, 2020.

Amortization of acquired intangible assets for the six months ended December 31, 2021 totaled $15.4 million compared to $15.9 million for the six months ended December 31, 2020.

Restructuring Expenses

In November 2020, we closed our Portable Oxygen Concentrator business, which was part of the Sleep and Respiratory Care segment. During the three and six months ended December 31, 2020, we recognized restructuring expenses of $13.9 million primarily related to inventory write-downs of $5.2 million, accelerated amortization of acquired intangible assets of $5.1 million, asset impairments of $2.3 million, employee-related costs of $0.7 million and contract cancellation costs of $0.6 million. Of the total expense recognized during the three and six months ended December 31, 2020, the inventory write-down of $5.2 million is presented within cost of sales and the remaining $8.7 million in restructuring costs is separately disclosed as restructuring expenses on the condensed consolidated statements of income. We did not incur additional material expenses in connection with this activity after December 31, 2020.

Total Other Income (Loss), Net

The following table summarizes our other income (loss) (in thousands):

	Three Months Ended December 31,		
	2021	**2020**	**Change**
Interest (expense) income, net	$ (5,948)	$ (5,792)	$ (156)
Loss attributable to equity method investments	(1,914)	(2,640)	726
Gain (loss) on equity investments	(4,404)	(3,700)	(704)
Other, net	841	1,008	(167)
Total other income (loss), net	$ (11,425)	$ (11,124)	$ (301)

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	Six Months Ended December 31,		
	2021	2020	Change
Interest (expense) income, net	$ (11,308)	$ (12,517)	$ 1,209
Loss attributable to equity method investments	(3,300)	(4,928)	1,628
Gain (loss) on equity investments	1,208	4,776	(3,568)
Other, net	(1,150)	503	(1,653)
Total other income (loss), net	$ (14,550)	$ (12,166)	$ (2,384)

Total other income (loss), net for the three months ended December 31, 2021 was a loss of $11.4 million compared to a loss of $11.1 million for the three months ended December 31, 2020. The increase in loss was primarily due to higher losses associated with our investments in marketable and non-marketable equity securities, which were a loss of $4.4 million for the three months ended December 31, 2021 compared to a loss of $3.7 million for the three months ended December 31, 2020. Additionally, interest expense, net, increased to $5.9 million for the three months ended December 31, 2021 compared to $5.8 million for the three months ended December 31, 2020. These increases were offset by lower losses attributable to equity method investments for the three months ended December 31, 2021 of $1.9 million compared to $2.6 million for the three months ended December 31, 2020.

Total other income (loss), net for the six months ended December 31, 2021 was a loss of $14.6 million compared to a loss of $12.2 million for the six months ended December 31, 2020. The increase in loss was primarily due to lower gains associated with our investments in marketable and non-marketable equity securities, which were a gain of $1.2 million for the six months ended December 31, 2021 compared to a gain of $4.8 million for the six months ended December 31, 2020. This was offset by a decrease in interest expense, net, to $11.3 million for the six months ended December 31, 2021 compared to $12.5 million for the six months ended December 31, 2020. We also recorded lower losses attributable to equity method investments for the six months ended December 31, 2021 of $3.3 million compared to $4.9 million for the six months ended December 31, 2020.

Income Taxes

Our effective income tax rate for the three and six months ended December 31, 2021 was 15.0% and 18.3% as compared to 14.8% and 16.1% for the three and six months ended December 31, 2020. Our effective rate of 15.0% differs from the statutory rate of 21.0% primarily due to research credits, foreign operations and windfall tax benefits related to the vesting or settlement of employee share-based awards. The increase to our effective tax rate for the three and six months ended December 31, 2021 was primarily related to changes in the geographic mix of our earnings.

Our Singapore operations operate under certain tax holidays and tax incentive programs that will expire in whole or in part at various dates through June 30, 2030. As a result of the U.S. Tax Act, we treated all non-U.S. historical earnings as taxable during the year ended June 30, 2018. Therefore, future repatriation of cash held by our non-U.S. subsidiaries will generally not be subject to U.S. federal tax, if repatriated.

On September 19, 2021, we concluded the settlement agreement with the Australian Taxation Office ("ATO") in relation to the previously disclosed transfer pricing dispute for the tax years 2009 through 2018 ("ATO settlement"). The ATO settlement fully resolved the dispute for all prior years, with no admission of liability and provides clarity in relation to certain future taxation principles.

The final net impact of the ATO settlement was $238.7 million, which represents a gross amount of $381.7 million, including interest and penalties of $48.1 million, and adjustments for credits and deductions of $143.0 million. As a result of the ATO settlement and due to movements in foreign currencies, we recorded a benefit of $14.1 million within other comprehensive income, and a $4.1 million reduction of tax credits, which was recorded to income tax expense. As a result of the ATO settlement, we reversed our previously recorded uncertain tax position.

On September 28, 2021, we remitted final payment to the ATO of $284.8 million, consisting of the agreed settlement amount of $381.7 million less prior remittances made to the ATO of $96.9 million.

Net Income and Earnings per Share

As a result of the factors above, our net income for the three months ended December 31, 2021 was $201.8 million compared to net income of $179.5 million for the three months ended December 31, 2020, an increase of 12%. Our net income for the six months ended December 31, 2021 was $405.4 million compared to net income of $357.9 million for the six months ended December 31, 2020, an increase of 13%.

Our diluted earnings per share for the three months ended December 31, 2021 was $1.37 per diluted share compared to diluted earnings per share of $1.23 for the three months ended December 31, 2020, an increase of 11%. Our diluted earnings per share for the six months ended December 31, 2021 was $2.76 per diluted share compared to diluted earnings per share of $2.45 for the six months ended December 31, 2020, an increase of 13%.

Summary of Non-GAAP Financial Measures

In addition to financial information prepared in accordance with GAAP, our management uses certain non-GAAP financial measures, such as non-GAAP revenue, non-GAAP cost of sales, non-GAAP gross profit, non-GAAP gross margin, non-GAAP income from operations, non-GAAP net income, and non-GAAP diluted earnings per share, in evaluating the performance of our business. We believe that these non-GAAP financial measures, when reviewed in conjunction with GAAP financial measures, can provide investors better insight when evaluating our performance from core operations and can provide more consistent financial reporting across periods. For these reasons, we use non-GAAP information internally in planning, forecasting, and evaluating the results of operations in the current period and in comparing it to past periods. These non-GAAP financial measures should be considered in addition to, and not superior to or as a substitute for, GAAP financial measures. We strongly encourage investors and shareholders to review our financial statements and publicly-filed reports in their entirety and not to rely on any single financial measure. Non-GAAP financial measures as presented herein may not be comparable to similarly titled measures used by other companies.

The measure "non-GAAP cost of sales" is equal to GAAP cost of sales less amortization of acquired intangible assets relating to cost of sales and restructuring expense associated with inventory write-downs following the closure of the portable oxygen concentrator business. The measure "non-GAAP gross profit" is the difference between GAAP net revenue and non-GAAP cost of sales, and "non-GAAP gross margin" is the ratio of non-GAAP gross profit to GAAP net revenue.

These non-GAAP measures are reconciled to their most directly comparable GAAP financial measures below (in thousands, except percentages):

	Three Months Ended		Six Months Ended	
	December 31, 2021	December 31, 2020	December 31, 2021	December 31, 2020
GAAP Net revenue	$ 894,874	$ 800,011	$ 1,798,890	$ 1,551,955
GAAP Cost of sales	$ 390,556	$ 337,528	$ 788,282	$ 650,811
Less: Amortization of acquired intangibles	(11,231)	(11,164)	(22,289)	(23,143)
Less: Restructuring - cost of sales	-	(5,232)	-	(5,232)
Non-GAAP cost of sales	$ 379,325	$ 321,132	$ 765,993	$ 622,436
GAAP gross profit	$ 504,318	$ 462,483	$ 1,010,608	$ 901,144
GAAP gross margin	56.4 %	57.8 %	56.2 %	58.1 %
Non-GAAP gross profit	$ 515,549	$ 478,879	$ 1,032,897	$ 929,519
Non-GAAP gross margin	57.6 %	59.9 %	57.4 %	59.9 %

The measure "non-GAAP income from operations" is equal to GAAP income from operations once adjusted for amortization of acquired intangibles and restructuring expense associated with the closure of the portable oxygen concentrator business. Non-GAAP income from operations is reconciled with GAAP income from operations below (in thousands):

	Three Months Ended		Six Months Ended	
	December 31, 2021	December 31, 2020	December 31, 2021	December 31, 2020
GAAP income from operations	$ 248,711	$ 221,716	$ 510,624	$ 438,612
Amortization of acquired intangibles - cost of sales	11,231	11,164	22,289	23,143
Amortization of acquired intangibles - operating expenses	7,738	7,689	15,445	15,932
Restructuring - cost of sales	-	5,232	-	5,232
Restructuring - operating expenses	-	8,673	-	8,673
Non-GAAP income from operations	$ 267,680	$ 254,474	$ 548,358	$ 491,592

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The measure "non-GAAP net income" is equal to GAAP net income once adjusted for amortization of acquired intangibles (net of tax), reserve for disputed tax positions, restructuring expenses (net of tax) and (gain) loss on equity investments. The measure "non-GAAP diluted earnings per share" is the ratio of non-GAAP net income to diluted shares outstanding. These non-GAAP measures are reconciled to their most directly comparable GAAP financial measures below (in thousands, except for per share amounts):

	Three Months Ended		Six Months Ended	
	December 31, 2021	December 31, 2020	December 31, 2021	December 31, 2020
GAAP net income	$ 201,751	$ 179,514	$ 405,364	$ 357,886
Amortization of acquired intangibles - cost of sales, net of tax	8,564	8,566	16,999	17,742
Amortization of acquired intangibles - operating expenses, net of tax	5,901	5,900	11,780	12,214
Reserve for disputed tax positions	-	-	4,111	-
Restructuring - cost of sales, net of tax	-	4,663	-	4,663
Restructuring - operating expenses, net of tax	-	7,730	-	7,730
(Gain) loss on equity investments	-	-	-	(8,476)
Non-GAAP net income	$ 216,216	$ 206,373	$ 438,254	$ 391,759
Diluted shares outstanding	147,040	146,421	147,044	146,350
GAAP diluted earnings per share	$ 1.37	$ 1.23	$ 2.76	$ 2.45
Non-GAAP diluted earnings per share	$ 1.47	$ 1.41	$ 2.98	$ 2.68

Liquidity and Capital Resources

Our principal sources of liquidity are our existing cash and cash equivalents, cash generated from operations and access to our revolving credit facility. Our primary uses of cash have been for research and development activities, selling and marketing activities, capital expenditures, strategic acquisitions and investments, dividend payments and repayment of debt obligations. We expect that cash provided by operating activities may fluctuate in future periods as a result of several factors, including fluctuations in our operating results, which include impacts from the COVID-19 pandemic, working capital requirements and capital deployment decisions.

Our future capital requirements will depend on many factors including our growth rate in net revenue, third-party reimbursement of our products for our customers, the timing and extent of spending to support research development efforts, the expansion of selling, general and administrative activities, the timing of introductions of new products, the expenditures associated with possible future acquisitions, investments or other business combination transactions, and impacts from the COVID-19 pandemic. As we assess inorganic growth strategies, we may need to supplement our internally generated cash flow with outside sources. If we are required to access the debt market, we believe that we will be able to secure reasonable borrowing rates. As part of our liquidity strategy, we will continue to monitor our current level of earnings and cash flow generation as well as our ability to access the market considering those earning levels.

As of December 31, 2021 and June 30, 2021, we had cash and cash equivalents of $194.5 million and $295.3 million, respectively. Our cash and cash equivalents held within the United States at December 31, 2021 and June 30, 2021 were $42.8 million and $106.7 million, respectively. Our remaining cash and cash equivalent balances at December 31, 2021 and June 30, 2021, were $151.7 million and $188.6 million, respectively. Our cash and cash equivalent balances are held at highly rated financial institutions.

As of December 31, 2021, we had $1.6 billion available for draw down under the revolver credit facility and a combined total of $1.8 billion in cash and available liquidity under the revolving credit facility.

As a result of the U.S. Tax Act, we treated all non-U.S. historical earnings as taxable, which resulted in additional tax expense of $126.9 million which was payable over the proceeding eight years. Therefore, future repatriation of cash held by our non-U.S. subsidiaries will generally not be subject to U.S. federal tax if repatriated.

We believe that our current sources of liquidity will be sufficient to fund our operations, including expected capital expenditures, for the next 12 months and beyond.

RESMED INC. AND SUBSIDIARIES
Management's Discussion and Analysis of Financial Condition and Results of Operations

Revolving Credit Agreement, Term Credit Agreement and Senior Notes

On April 17, 2018, we entered into an amended and restated credit agreement (as amended from time to time, the "Revolving Credit Agreement"). The Revolving Credit Agreement, among other things, provided a senior unsecured revolving credit facility of $800.0 million, with an uncommitted option to increase the revolving credit facility by an additional $300.0 million. Additionally, on April 17, 2018, ResMed Limited entered into a Syndicated Facility Agreement (the "Term Credit Agreement"). The Term Credit Agreement, among other things, provides ResMed Limited a senior unsecured term credit facility of $200.0 million. On November 5, 2018, we entered into a first amendment to the Revolving Credit Agreement to, among other things, increase the size of our senior unsecured revolving credit facility from $800.0 million to $1.6 billion, with an uncommitted option to increase the revolving credit facility by an additional $300.0 million. The Revolving Credit Agreement and Term Credit Agreement each terminate on April 17, 2023, when all unpaid principal and interest under the loans must be repaid. As of December 31, 2021, we had $1.6 billion available for draw down under the revolving credit facility.

On July 10, 2019, we entered into a Note Purchase Agreement with the purchasers to that agreement, in connection with the issuance and sale of $250.0 million principal amount of our 3.24% senior notes due July 10, 2026, and $250.0 million principal amount of our 3.45% senior notes due July 10, 2029 ("Senior Notes").

On December 31, 2021, there was a total of $682.0 million outstanding under the Revolving Credit Agreement, Term Credit Agreement and Senior Notes. We expect to satisfy all of our liquidity and long-term debt requirements through a combination of cash on hand, cash generated from operations and debt facilities.

Cash Flow Summary

The following table summarizes our cash flow activity (in thousands):

	Six Months Ended December 31,	
	2021	2020
Net cash provided by operating activities	$ 154,222	$ 313,915
Net cash used in investing activities	(125,182)	(51,771)
Net cash used in financing activities	(125,004)	(492,058)
Effect of exchange rate changes on cash	(4,838)	22,623
Net decrease in cash and cash equivalents	$ (100,802)	$ (207,291)

Operating Activities

Cash provided by operating activities was $154.2 million for the six months ended December 31, 2021, compared to cash provided of $313.9 million for the six months ended December 31, 2020. The $159.7 million decrease in cash flow from operations was primarily due to the payment of our tax settlement with the ATO of $284.8 million and greater inventory purchases to secure adequate components for the increasing sales demand, offset by an increase in operating profit and other net changes in working capital balances compared to the six months ended December 31, 2020.

Investing Activities

Cash used in investing activities was $125.2 million for the six months ended December 31, 2021, compared to cash used of $51.8 million for the six months ended December 31, 2020. The $73.4 million decrease in cash flow from investing activities was primarily due to an increase in cash paid for business acquisitions and a net decrease in proceeds on maturity of foreign currency contracts compared to six months ended December 31, 2020.

Financing Activities

Cash used in financing activities was $125.0 million for the six months ended December 31, 2021, compared to cash used of $492.1 million for the six months ended December 31, 2020. The $367.1 million increase in cash flow from financing activities was primarily due to borrowing activity under our Revolving Credit Agreement. Proceeds from borrowings, net of repayments, for the six months ended December 31, 2021 were $24.0 million compared to net repayments of $351.0 million during the six months ended December 31, 2020.

Dividends

During the three months ended December 31, 2021, we paid cash dividends of $0.42 per common share totaling $61.2 million. On January 27, 2021, our board of directors declared a cash dividend of $0.42 per common share, to be paid on March 17, 2022, to shareholders of record as of the close of business on February 10, 2022. Future dividends are subject to approval by our board of directors.

Common Stock

Since the inception of our share repurchase programs and through December 31, 2021, we have repurchased a total of 41.8 million shares for an aggregate of $1.6 billion. We have temporarily suspended our share repurchase program due to recent acquisitions, and more recently, as a response to the COVID-19 pandemic. Accordingly, we did not repurchase any shares during the three and six months ended December 31, 2021 and 2020. Shares that are repurchased are classified as treasury stock pending future use and reduce the number of shares of common stock outstanding used in calculating earnings (loss) per share. There is no expiration date for this program, and the program may be accelerated, suspended, delayed or discontinued at any time at the discretion of our board of directors. At December 31, 2021, 12.9 million additional shares can be repurchased under the approved share repurchase program.

Critical Accounting Principles and Estimates

The preparation of financial statements in conformity with U.S. GAAP requires us to make estimates and judgments that affect our reported amounts of assets and liabilities, revenues and expenses and related disclosures of contingent assets and liabilities. On an ongoing basis we evaluate our estimates, including those related to allowance for doubtful accounts, inventory reserves, warranty obligations, goodwill, potentially impaired assets, intangible assets, income taxes and contingencies.

We state these accounting policies in the notes to the financial statements and at relevant sections in this discussion and analysis. The estimates are based on the information that is currently available to us and on various other assumptions that we believe to be reasonable under the circumstances. Actual results could vary from those estimates under different assumptions or conditions.

For a full discussion of our critical accounting policies, see our Annual Report on Form 10-K for the year ended June 30, 2021.

Recently Issued Accounting Pronouncements

See note 1 to the unaudited condensed consolidated financial statements for a description of recently issued accounting pronouncements, including the expected dates of adoption and estimated effects on our results of operations, financial positions and cash flows.

Contractual Obligations and Commitments

Purchase obligations as of December 31, 2021 were as follows:

		Payments Due by December 31,					
	Total	2022	2023	2024	2025	2026	Thereafter
Purchase obligations	1,389,985	1,058,358	286,194	43,773	1,660	-	-

Other than for purchase obligations, there have been no material changes outside the ordinary course of business in our outstanding contractual obligations from those disclosed within "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended June 30, 2021.

Off-Balance Sheet Arrangements

As of December 31, 2021, we are not involved in any significant off-balance sheet arrangements, as defined in Item 303(a)(4)(ii) of Regulation S-K promulgated by the SEC.

RESMED INC. AND SUBSIDIARIES
Quantitative and Qualitative Disclosures About Market Risk

Foreign Currency Market Risk

Our reporting currency is the U.S. dollar, although the financial statements of our non-U.S. subsidiaries are maintained in their respective local currencies. We transact business in various foreign currencies, including a number of major European currencies as well as the Australian and Singapore dollars. We have significant foreign currency exposure through our Australian and Singapore manufacturing activities and our international sales operations. We have established a foreign currency hedging program using purchased currency options and forward contracts to hedge foreign-currency-denominated financial assets, liabilities and manufacturing cash flows. The goal of this hedging program is to economically manage the financial impact of foreign currency exposures predominantly denominated in euros, Australian dollars and Singapore dollars. Under this program, increases or decreases in our foreign-currency-denominated financial assets, liabilities, and firm commitments are partially offset by gains and losses on the hedging instruments. We do not enter into financial instruments for trading or speculative purposes. The foreign currency derivatives portfolio is recorded in the condensed consolidated balance sheets at fair value and included in other assets or other liabilities. All movements in the fair value of the foreign currency derivatives are recorded within other income, net, on our condensed consolidated statements of operations.

The table below provides information (in U.S. dollars) on our foreign currency denominated operating assets and liabilities and after considering our foreign currency hedging activities as of December 31, 2021 (in thousands):

	U.S. Dollar (USD)	Euro (EUR)	Canadian Dollar (CAD)	Chinese Yuan (CNY)
AUD Functional:				
Net Assets/(Liabilities)	15,135	(44,706)	-	16,502
Foreign Currency Hedges	-	-	-	(12,588)
Net Total	15,135	(44,706)	-	3,914
USD Functional:				
Net Assets/(Liabilities)	-	-	22,396	-
Foreign Currency Hedges	-	-	(19,754)	-
Net Total	-	-	2,642	-
SGD Functional:				
Net Assets/(Liabilities)	266,900	(7,453)	-	929
Foreign Currency Hedges	(260,000)	-	-	-
Net Total	6,900	(7,453)	-	929

RESMED INC. AND SUBSIDIARIES
Quantitative and Qualitative Disclosures About Market Risk

The table below provides information about our material foreign currency derivative financial instruments and presents the information in U.S. dollar equivalents. The table summarizes information on instruments and transactions that are sensitive to foreign currency exchange rates, including foreign currency call options, collars and forward contracts held at December 31, 2021. The table presents the notional amounts and weighted average exchange rates by contractual maturity dates for our foreign currency derivative financial instruments, including the forward contracts used to hedge our foreign currency denominated assets and liabilities. These notional amounts generally are used to calculate payments to be exchanged under the contracts (in thousands, except exchange rates).

				Fair Value Assets / (Liabilities)	
Foreign Exchange Contracts	**Year 1**	**Year 2**	**Total**	**December 31, 2021**	**June 30, 2021**
USD/AUD					
Contract amount		-	-	-	(652)
Ave. contractual exchange rate	USD 1 = AUD		USD 1 = AUD		
AUD/Euro					
Contract amount	34,130	-	34,130	170	1,172
Ave. contractual exchange rate	AUD 1 = Euro 0.6597		AUD 1 = Euro 0.6597		
SGD/Euro					
Contract amount	11,377	-	11,377	295	(88)
Ave. contractual exchange rate	SGD 1 = Euro 0.6369	-	SGD 1 = Euro 0.6369		
SGD/USD					
Contract amount	260,000	-	260,000	1,686	(177)
Ave. contractual exchange rate	SGD 1 = USD 0.7367		SGD 1 = USD 0.7367		
AUD/CNY					
Contract amount	12,588	-	12,588	(870)	(130)
Ave. contractual exchange rate	AUD 1 = CNY 5.0312		AUD 1 = CNY 5.0312		
USD/EUR					
Contract amount		-	-		169
Ave. contractual exchange rate	USD 1 = EUR		USD 1 = EUR		
USD/CAD					
Contract amount	19,754	-	19,754	357	(44)
Ave. contractual exchange rate	USD 1 = CAD 1.2431		USD 1 = CAD 1.2431		

Interest Rate Risk

We are exposed to risk associated with changes in interest rates affecting the return on our cash and cash equivalents and debt. At December 31, 2021, we held cash and cash equivalents of $194.5 million principally comprised of bank term deposits and at-call accounts and are invested at both short-term fixed interest rates and variable interest rates. At December 31, 2021, there was $182.0 million outstanding under the Revolving Credit Agreement and Term Credit Agreement, which are subject to variable interest rates. A hypothetical 10% change in interest rates during the three and six months ended December 31, 2021, would not have had a material impact on pretax income. We have no interest rate hedging agreements.

Item 4 Controls and Procedures

We maintain disclosure controls and procedures that are designed to provide reasonable assurance that information required to be disclosed in our reports made pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and in reaching a reasonable level of assurance management necessarily was required to apply its judgment in evaluating the cost benefit relationship of possible controls and procedures.

As required by Rule 13a-15(b) of the Exchange Act, we carried out an evaluation, under the supervision and with the participation of our management, including our chief executive officer and chief financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this report. Based on the foregoing, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of December 31, 2021.

There has been no change in our internal control over financial reporting during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

RESMED INC. AND SUBSIDIARIES

PART II. OTHER INFORMATION

Item 1 Legal Proceedings

We are involved in various legal proceedings, claims, investigations and litigation that arise in the ordinary course of our business. We investigate these matters as they arise, and accrue estimates for resolution of legal and other contingencies in accordance with Accounting Standard Codification Topic 450, “Contingencies”. See note 10 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q.

Litigation is inherently uncertain. Accordingly, we cannot predict with certainty the outcome of these matters. But we do not expect the outcome of these matters to have a material adverse effect on our consolidated financial statements when taken as a whole.

Item 1A Risk Factors

The discussion of our business and operations should be read together with the risk factors and contained in our annual report on Form 10-K for the fiscal year ended June 30, 2021, which was filed with the SEC and describe various material risks and uncertainties to which we are or may become subject. As of December 31, 2021, there have been no further material changes to such risk factors.

Item 2 Unregistered Sales of Equity Securities and Use of Proceeds

Purchases of equity securities. On February 21, 2014, our board of directors approved our current share repurchase program, authorizing us to acquire up to an aggregate of 20.0 million shares of our common stock. The program allows us to repurchase shares of our common stock from time to time for cash in the open market, or in negotiated or block transactions, as market and business conditions warrant and subject to applicable legal requirements. There is no expiration date for this program, and the program may be accelerated, suspended, delayed or discontinued at any time at the discretion of our board of directors. All share repurchases after February 21, 2014 have been executed under this program.

We temporarily suspended our share repurchase program due to recent acquisitions, and more recently, as a response to the COVID-19 pandemic. As a result, we did not repurchase any shares during the three months ended December 31, 2021. However, there is no expiration date for this program, and we may, at any time, elect to resume the share repurchase program as the circumstances allow. Since the inception of the share buyback programs, we have repurchased 41.8 million shares at a total cost of $1.6 billion. At December 31, 2021, 12.9 million additional shares of common stock can be repurchased under the approved share repurchase program.

Item 3 Defaults Upon Senior Securities

None

Item 4 Mine Safety Disclosures

None

Item 5 Other Information

None

RESMED INC. AND SUBSIDIARIES

Item 6 Exhibits

Exhibits (numbered in accordance with Item 601 of Regulation S-K)

3.1	First Restated Certificate of Incorporation of ResMed Inc., as amended. (Incorporated by reference to Exhibit 3.1 to the Registrant's Report on Form 10-Q for the quarter ended September 30, 2013)
3.2	Sixth Amended and Restated Bylaws of ResMed Inc. (Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on February 26, 2020)
10.1	Separation Agreement and General Release of Claims, dated September 29, 2021, by and between Rajwant Sodhi and ResMed Inc., including Consulting Agreement, as Exhibit A, effective as of September 2, 2021.
31.1	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32*	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101	The following financial statements from ResMed Inc.'s Quarterly Report on Form 10-Q for the quarter ended December 31, 2021, filed on January 27, 2022, formatted in XBRL: (i) Condensed Consolidated Balance Sheets, (ii) Condensed Consolidated Statements of Operations, (iii) Condensed Consolidated Statements of Comprehensive Income, (iv) Condensed Consolidated Statements of Cash Flows, (v) the Notes to the Condensed Consolidated Financial Statements.
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).

* In accordance with Item 601(b)(32)(ii) of Regulation S-K and SEC Release No. 33-8238 and 34-47986, Final Rule: Management's Reports on Internal Control Over Financial Reporting and Certification of Disclosure in Exchange Act Periodic Reports, the certifications furnished in Exhibit 32 hereto are deemed to accompany this Form 10-Q and will not be deemed "filed" for purposes of Section 18 of the Exchange Act. Such certifications will not be deemed to be incorporated by reference into any filings under the Securities Act or the Exchange Act, except to the extent that the registrant specifically incorporates it by reference.

RESMED INC. AND SUBSIDIARIES

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.

January 27, 2022

ResMed Inc.

/s/ **MICHAEL J. FARRELL**
Michael J. Farrell
Chief executive officer
(Principal Executive Officer)

/s/ BRETT A. SANDERCOCK
Brett A. Sandercock
Chief financial officer
(Principal Financial Officer)

SEPARATION AGREEMENT
AND GENERAL RELEASE OF ALL CLAiMS

This Separation Agreement and General Release of All Claims ("Agreement") is made by and between ResMed Inc. ("ResMed" or "the Company") and Rajwant Sodhi ("Employee") with respect to the following facts:

A. Employee's employment with the Company will end effective September 1, 2021 unless extended pursuant to the terms of this Agreement (such actual last day of employment, the "Separation Date").

B. The Company wishes to assist Employee in the transition to other employment and has offered to provide Employee with severance benefits described below in exchange for the release of claims and continuing obligations contained in this Agreement.

C. The Company also wishes to secure Employee's continued availability to the Company to assist in transitioning his on-going projects, knowledge transfer and providing additional assistance until November 20, 2022, and so subject to execution and non-revocation of this Agreement, the Company is also offering Employee a separate consulting agreement attached as Exhibit A.

THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, it is agreed by and between the undersigned as follows:

1. Severance Benefits. The Company shall provide Employee with the following Severance Benefits as set forth in Sections 1.1, 1.2, 1.3, and 1.5 subject to Employee timely signing and returning this Agreement and not revoking acceptance of this Agreement:

1.1 The Company agrees to pay Employee (i) a severance payment of six hundred and three thousand five hundred dollars ($603,500.00) which is equivalent to twelve (12) months of Employee's normal base salary, to which Employee is not otherwise entitled; and (ii) nineteen thousand five hundred forty four dollars ($19,544.00) which is intended to be used toward payment of Employee's future health care premiums, either through COBRA, if elected, or any other insurance that may be obtained by Employee. The Severance Benefits set forth in this Section 1.1 shall be paid in a lump sum check mailed to Employee within seven (7) days following the Effective Date as described in section 6.4 below, subject to all applicable federal and state taxes and withholding.

1.2 The Company agrees to pay Employee a prorated portion of his annual bonus for the fiscal year (i.e., FY22 which includes the performance period of July 2021 –August 2021) calculated at the Employee's target bonus for this performance period in the gross amount of eighty thousand four hundred sixty seven dollars ($80,467.00). The prorated bonus shall be paid in a lump sum check mailed to Employee within seven (7) days following the Effective Date as described below and will be subject to all applicable federal and state taxes and withholding.

1.3 The Company also agrees to provide executive outplacement assistance under the terms of the Company's existing contract with Lee Hecht Harrison through the first anniversary of the Separation Date.

1.4 Employee acknowledges and agrees that the Severance Benefits constitute adequate legal consideration for the promises and representations made by Employee in this Agreement. With the sole exception of the Severance Benefits and any expense reimbursements that may be owed to Employee in accordance with the Company's expense reimbursement policy, Employee acknowledges that Employee has received all compensation, wages, earned commissions and/or earned bonuses owed to Employee through the Separation Date; provided, however, that if Employee has elected to participate in the deferred compensation plan, Employee will be paid deferred compensation in accordance with his election and the provisions of the plan.

1.5 Conditioned on the execution (and non-revocation) of the Agreement, as well as execution of a certification of your continuing reporting obligations and transaction restrictions after ceasing to be an officer or director, the Company and Employee will enter into a consulting agreement in the form as set forth on Exhibit A attached hereto.

2. General Release.

2.1 Employee unconditionally, irrevocably and absolutely releases and discharges the Company, and any parent and subsidiary corporations, divisions and other affiliated entities of the Company, past and present, as well as the their employees, officers, directors, agents, attorneys, successors and assigns (collectively, "Released Parties"), from all claims under the laws of the United States, the State of California and any other applicable state, related in any way to the transactions or occurrences between them to date to the fullest extent permitted by law, including but not limited to, any losses, liabilities, claims, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with Employee's employment with the Company, or the termination of Employee's employment. This release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, as well as alleged violations of the California Labor Code, the California Family Rights Act, the federal Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the laws of any state in which Employee performed services for the Company, and all claims for attorneys' fees, costs and expenses. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, claims under California Labor Code §2802, any claims that arise on or after the date this Agreement is executed, any indemnification rights Employee may have against the Company, including without limitation rights under the Indemnification Agreement dated February 19, 2015, any rights to vested benefits, such as retirement or equity benefits, the rights to which are governed by the terms of the applicable plan documents and award agreements, or any other claims that cannot, by statute, lawfully be waived by this Agreement including, but not limited to, Employee's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company; provided, however, that Employee waives any right to receive any monetary award resulting from such a charge or investigation, except with respect to any monetary recovery under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Sarbanes-Oxley Act of 2002. Further, nothing in this Release prevents Employee from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations.

2.2 Employee acknowledges that Employee may discover facts or law different from, or in addition to, the facts or law that Employee knows or believes to be true with respect to the claims released in this Agreement and agrees, nonetheless, that this Agreement and the release contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them.

2.3 Employee declares and represents that Employee intends this Agreement to be final and complete and not subject to any claim of mistake. Employee executes this release with the full knowledge that this release covers all possible claims against the Released Parties, to the fullest extent permitted by law.

2.4 Except as expressly reserved in Section 2.1 above, and except for the right to be paid the Severance Benefits set forth in Section 1, above, Employee expressly waives Employee's right to recover any type of personal relief from the Company, including monetary damages or reinstatement in any administrative action or proceeding, whether state or federal, and whether brought by Employee or on Employee's behalf by an administrative agency, related in any way to the matters released herein.

3. California Civil Code Section 1542 Waiver. Employee expressly acknowledges and agrees that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Employee understands that Employee is a "creditor" within the meaning of Section1542.

4. Representation Concerning Filing of Legal Actions. Employee represents that, as of the Effective Date of this Agreement, Employee has not filed any lawsuits, complaints, petitions, claims or other accusatory pleadings against the Company or any of the other Released Parties in any court of law. Employee further agrees that, to the

fullest extent permitted by law, Employee will not prosecute in any court, whether state or federal, any claim or demand of any type related to the matters released above, it being the intention of the parties that with the execution of this release, the Released Parties will be absolutely, unconditionally and forever discharged of and from all obligations to or on behalf of Employee related in any way to the matters discharged herein.

5. No Admissions. By entering into this Agreement, the Released Parties and Employee make no admission that they have engaged, or are now engaging, in any unlawful conduct The parties understand and acknowledge that this Agreement is not an admission of liability and shall not be used or construed as such in any legal or administrative proceeding.

6. Older Workers' Benefit Protection Act. This Agreement is intended to satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. sec. 626(f). The following general provisions, along with the other provisions of this Agreement, are agreed to for this purpose:

6.1 Employee acknowledges and agrees that Employee has read and understands the terms of this Agreement.

6.2 Employee acknowledges that this Agreement advises Employee in writing that Employee may consult with an attorney before executing this Agreement, and that Employee has obtained and considered such legal counsel as Employee deems necessary, such that Employee is entering into this Agreement freely, knowingly, and voluntarily.

6.3 Employee acknowledges that Employee has been given twenty-one (21) calendar days in which to consider whether to enter into this Agreement. Employee understands that, at Employee's option, Employee may elect not to use the full twenty-one (21) day period.

6.4 This Agreement shall not become effective or enforceable until the eighth calendar day after Employee signs this Agreement. In other words, Employee may revoke Employee's acceptance of this Agreement within seven (7) calendar days after the date s/he signs it. Employee's revocation must be in writing and received by David Pendarvis, Global General Counsel on or before the seventh calendar day in order to be effective. If Employee does not revoke acceptance within the seven (7) calendar day period, Employee's acceptance of this Agreement shall become binding and enforceable on the eighth calendar day ("Effective Date"). Upon execution and expiration of the revocation period, the Agreement will become Effective. In all cases, this Agreement will be void if not effective by September 24, 2021.

6.5 This Agreement does not waive or release any rights or claims that Employee may have under the Age Discrimination in Employment Act that arise after the execution of this Agreement.

7. Confidentiality of Agreement. Employee agrees that confidentiality is one of the most important terms of this Agreement. The terms and conditions of this

Agreement shall remain confidential, and neither Employee nor any agent of Employee shall disclose, directly or indirectly, the facts underlying the terms and conditions of this Agreement or this Agreement itself to any other person or entity. Employee specifically agrees that Employee will not disclose that Employee has received the Severance Benefits described above, or that Employee received any money or benefits relating to the termination of Employee's employment as described in this Agreement, except to Employee's registered domestic partner or spouse (if applicable), or to Employee's attorneys and financial advisors, or unless required or permitted to do so by law. Employee agrees that disclosure of any of the terms or conditions of this Agreement shall constitute and be treated as a material breach of this Agreement. Nothing in this Agreement shall be construed to prevent Employee from responding truthfully and completely to any lawfully issued court order or subpoena or from communicating with a government agency. Employee further understands and agrees that Company is publicly traded and will be required to report Employee's separation and other information pursuant to the rules of the Securities Exchange Commission. Employee agrees that Company's disclosure does not relieve Employee of his obligation of confidentiality with respect to information not disclosed by the Company. The Parties mutually agree that this Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement.

8. Return of Company Property. Employee understands that, as a condition of receiving the Severance Benefits described in paragraph 1, all Company property still in Employee's possession, with the exception of the Company iPad in Employee's possession, must be immediately returned to the Company unless required by Company to be provided to Employee in connection with the consulting services called for in Exhibit A. By signing this Agreement, Employee represents and warrants that Employee has or will have returned such property no later than the Effective Date, including any Company issued or provided credit cards, computers, vehicles, tangible property and equipment, keys, entry cards, identification badges, telephones, PDAs, and all documents, files, folders, correspondence, memoranda, notes, notebooks, books, records, promotional materials, plans, forecasts, reports, proposals, agreements, financial information, CDs, thumb drivers, and all other computer-recorded information, as well as all copies thereof, electronic or otherwise.

9. Proprietary and Confidential Company Information. Employee acknowledges that during Employee's employment with the Company, Employee had access to the Company's Confidential Information, which Employee acknowledges and agrees are of a highly sensitive and confidential nature and considered trade secrets and/or proprietary to the Company. For purposes of this Agreement, Confidential Information means all non-public confidential or proprietary documents, materials or information regarding the Company's products, research, business affairs, unpublished data and personnel matters, including without limitation, trade secrets, inventions, research, plans, proposals, marketing and sales programs, financial projections, cost summaries, pricing formulas and all concepts or ideas, materials or information related to the products, research, business or sales of the Company or the Company's customers or business partners, as well as the Company's personnel matters, which has not

previously been released to third parties within the Company's industry or the public at large by an authorized representative of the Company; provided that "Confidential Information" does not include any information or materials that Employee can prove by written evidence (i) is or becomes publicly known through lawful means and without breach of this Agreement by Employee; (ii) was rightfully in Employee's possession or part of Employee's general knowledge prior to Employee's employment with the Company; or (iii) is disclosed to Employee without confidential or proprietary restrictions by a third party who rightfully possesses the information or materials without confidential or proprietary restrictions. Employee represents that Employee has held all such Confidential Information confidential and will continue to do so, and that Employee will not use such Confidential Information and/or documents for any purpose (except on behalf of the Company and as authorized by the Company in the scope of Employee's engagement as a consultant of the Company), specifically including use for any business in the same industry as the Company or in competition with the Company. Employee understands that this obligation of confidentiality continues after Employee's Separation Date so long as the information is confidential. Employee also reaffirms the obligation to assign inventions to the Company contained in the document titled "Non-Disclosure of Confidential Information Covenant Not to Compete—No Conflicting Agreements Ownership of Discoveries and Patents –Employment at Will Agreement" previously signed by Employee.

10. Reference Requests. Employee shall direct prospective employers seeking an employment reference for Employee to the People function. If it is contacted by prospective employers of Employee, the People function will release information concerning the dates of Employee's employment and the last position held and will advise prospective employers of Employee that the Company's policy is to release only such information.

11. Applicable Law. The validity, interpretation and performance of this Agreement shall be construed and interpreted according to the laws of the United States of America and the State of California.

12. Binding on Successors. The parties agree that this Agreement shall be binding on and inure to the benefit of his or its successors, heirs and/or assigns.

13. Full Defense. This Agreement may be pled as a full and complete defense to and may be used as a basis for an injunction against, any action, suit or other proceeding that may be prosecuted, instituted or attempted by Employee in breach hereof.

14. Integration. This Agreement contains the entire agreement between the Company and the Employee on the subjects addressed in this Agreement and replaces any other prior agreements or representations, whether oral or written, between them except for the following agreements and/or policies applicable to Employee, which survive this agreement and continue: any rights Employee has to Employee's vested RSUs/PSUs in the Company under any award agreements with the Company or Company equity plans; Indemnification Agreement dated 19 February 2015, the Compensation Recovery

Policy, as acknowledged by Employee on 15 August 2017; and the agreement titled "Non Disclosure of Confidential Information Covenant Not to Compete—No Conflicting Agreements Ownership of Discoveries and Patents—Employment at Will Agreement" (as described in section 10 above), remain in full force and effect and are not superseded by this Agreement. The Parties agree that the Employee's Executive Agreement (also, referred to as the Change in Control agreement) between Consultant and the Company dated 1 January 2018 is void and of no further force or effect.

15. Severability. In the event any provision of this Agreement shall be found unenforceable by a court of competent jurisdiction, the provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefits contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

16. Good Faith. The parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

17. Modification. This Agreement may be amended only by a written instrument executed by all parties hereto.

18. Certification of compliance with ResMed's Code of Conduct and Corporate Integrity Agreement. Employee agrees that:

18.1 Employee previously read and certified that Employee received and understands Company's Code of Business Conduct and Ethics;

18.2 Employee understands that section 8 of ResMed's Code of Business Conduct and Ethics, as well as the Corporate Integrity Agreement between ResMed Corp. and the Office of the Inspector General of the Department of Health and Human Services dated December 18, 2019, prohibits any unlawful inducement to a health care provider or customer to recommend or purchase ResMed products;

18.3 Employee is aware of the duty, set forth in section 1 of ResMed's Code of Business Conduct and Ethics, to report to ResMed any violation of the Code of Conduct or of the laws, rules, and regulations that apply to ResMed;

18.4 Employee is not presently aware of any credible information about any violation, potential wrongdoing, or illegal activity Employee is obligated to report to ResMed;

18.5 Employee has made no internal complaints or reports about any violation potential wrongdoing, or illegal activity to ResMed;

18.6 Employee has not made or filed any complaints or reports about any violation, potential wrongdoing, or illegal activity by ResMed to the federal, state, or local government or in any court; and

18.7 Nothing in this section prohibits Employee from making or filing complaints or reports about any violation, potential wrongdoing, or illegal activity by ResMed to a government agency or in any court.

19. Section 409A of the Internal Revenue Code

19.1 Certain payments and benefits payable under this Agreement are intended to comply with, or be exempt from, the requirements of Section 409A of the Code. This Agreement shall be interpreted in accordance with the applicable requirements of, and exemptions from, Section 409A of the Code and the Treasury Regulations thereunder. To the extent the payments and benefits under this Agreement are subject to Section 409A of the Code, this Agreement shall be interpreted, construed and administered in a manner that satisfies the requirements of Sections 409A(a)(2), (3) and (4) of the Code, the Treasury Regulations thereunder and any applicable transitional relief or other authority thereunder. If the Company and Employee determine that any compensation, benefits or other payments that are payable under this Agreement do not comply with Section 409A of the Code, the Treasury Regulations thereunder and other applicable authority issued by the Internal Revenue Service, the Company and Employee agree to amend this Agreement, or take such other actions as the Company and the Employee deem reasonably necessary or appropriate, to cause such compensation, benefits and other payments to comply with the requirements of Section 409A of the Code, the Treasury Regulations thereunder and other applicable authority issued by the Internal Revenue Service. In the case of any compensation, benefits or other payments that are payable under this Agreement and intended to comply with Sections 409A(a)(2), (3) and (4) of the Code, if any provision of the Agreement would cause such compensation, benefits or other payments to fail to so comply, such provision shall not be effective and shall be null and void with respect to such compensation, benefits or other payments, to the extent such provision would cause a failure to comply and such provision shall otherwise remain in full force and effect.

19.2 This Agreement is not intended to provide for any deferral of compensation subject to Code Section 409A and, accordingly, the benefits provided pursuant to this Agreement shall be paid not later than the later of: (i) the fifteenth day of the third month following Employee’s first taxable year in which such benefit is no longer subject to a substantial risk of forfeiture, and (ii) the fifteenth day of the third month following the first taxable year of the Company in which such benefit is no longer subject to a substantial risk of forfeiture, as determined in accordance with Code Section 409A and Treasury Regulation Section 1.409A- 1(b)(4). For purposes of this Section 6.C, “substantial risk of forfeiture” shall have the meaning set forth in Treasury Regulation Section 1.409A-1(d).

20. Counterparts. This Agreement may be executed in counterparts and shall be binding on all parties when each has signed either an original or copy of this Agreement.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Dated: September 29, 2021

By: /s/ Rajwant Sodhi
Rajwant Sodhi

ResMed Inc.

Dated: September 29, 2021

By: /s/ Rob Douglas

EXHIBIT A

CONSULTING AGREEMENT

This Agreement is entered into by between ResMed Inc. ("ResMed" or the "Company") and Rajwant Sodhi ("Consultant" and collectively, the "Parties") as of September 2, 2021.

1. Services. Consultant will perform services and deliverables, defined as coordination of leadership transition for Software as a Service, or Saas business, and otherwise will be available as necessary to respond to inquiries about the Saas business Consultant led. ResMed's requests with respect to said duties shall consider Consultant's other obligations and commitments, it being recognized that the Consulting commitment is for a limited time and for limited responsibilities. For avoidance of doubt, Consultant shall be available at least thirty-two (32) hours per month each month during the Term (as defined below) for consulting. If ResMed does not request thirty-two (32) hours of consulting services in any month, then one half of the balance of the remaining hours for the prior calendar month shall be available to ResMed in the next calendar month, but in no event shall Consultant be required to provide more than forty-eight (48) hours of consulting services in any single month. Consultant will:

a. Provide consulting services in a professional competent and timely manner;

b. Begin providing services effective September 2, 2021 (the "Start Date"); and

c. Report directly to Michael (Mick) Farrell, Chief Executive Officer, ResMed Inc.

2. Conditional Nature of Consulting Offer. The offer to engage Consultant under this Agreement is expressly conditioned upon Consultant signing and not revoking the Separation Agreement and General Release of Claims ("Separation Agreement"). Consultant understands and agrees that if the Separation Agreement does not take effect, this offer will be null and void, and Consultant will not be entitled to receive any compensation under this Agreement.

3. Compensation.

a. Subject to Sections 2 and 5, this Agreement will allow Consultant to continue to participate in ResMed's equity program, specifically to allow vesting of certain restricted stock unit ("RSU") equity awards and performance stock unit ("PSU") equity awards identified in the table below that were previously granted to Consultant under the terms of the separately executed agreements previously granted to Consultant.

Grant Dates	Grant Type	Potential Quantity to Vest	Vesting Date During the Term
FY19-FY21	RSU	7,224	November 11, 2021
FY20-FY21	RSU	3,798	November 11, 2022

Grant Date	Grant Type	Maximum Quantity to vest based on TSR performance per PSU agreement *	Vesting Date During the Term*[1]
14 November 2018	PSU	22,905	November 13, 2021
21 November 2019	PSU	17,217	November 20, 2022
19 November 2020	PSU	4,439*	November 20, 2022

Note: * Prorated units based on the number of days in the relevant performance period through the actual Termination Date. *[1] PSU vesting to be determined in accordance with the Company's equity plan and Consultant's award agreements based on Compensation Committee determination of the Company's performance, which may occur after the date reflected in this column. For avoidance of doubt, except as provided otherwise in Section 5 below, if Consultant satisfies his obligations under this Agreement he shall not be deemed to have incurred a "Termination of Service" (as that term is used in the award agreements and the Company's equity plan) or otherwise to have ceased providing the services required to vest in the portions of the awards reflected in the table, and for purposes of determining the portions of the PSUs granted November 21, 2019 and November 19, 2020 reflected in the table that vest on the Termination Date, Consultant's services shall be deemed to have been terminated by the Company without "cause" (as that term is used in the award agreements) on the Termination Date

Any unvested portion of the RSUs and/or PSUs that would otherwise vest in the ordinary course after November 20, 2022 (excluding, for avoidance of doubt, the portions of the awards reflected in the table above) will immediately be forfeited on the Termination Date of this agreement as provided in Section 4 of this Agreement. Please note any portion of these RSUs and or PSUs that will otherwise be forfeited on the Termination Date of this Agreement will continue to remain visible in the Fidelity system up until the Termination Date.

Except as expressly set forth herein or in Consultant's award agreements or in the applicable stock plan, Consultant shall not be eligible for any accelerated vesting of equity at such time that his services with the Company ends for any reason. For clarity, (i) Consultant retains the right to accelerated vesting under Consultant's award agreements in the case of a termination due to Consultant's death or disability or in connection with a change in control, however, the Executive Agreement (also, referred to as the Change in Control agreement) between

Consultant and the Company dated 1 January 2018 is void and of no further force or effect.

Upon written request by Consultant, ResMed will provide Consultant a copy of the letter from ResMed's compensation consultant documenting the vesting of Consultant's PSUs.

Consultant acknowledges and agrees that except for the portions of the RSUs and PSUs set forth above, Consultant will not receive or vest in any additional equity awards of any nature during the Term of this agreement unless it is extended pursuant to the mutual agreement of the parties. Consultant's continued vesting in the PSUs and RSUs identified above will be subject to the terms and conditions of the applicable ResMed equity plan and the equity agreements governing the awards. For avoidance of doubt, except as set forth above, any remaining equity awards granted to or held by Consultant prior to the Start Date will be terminated on the Termination Date.

b. ResMed will pay Consultant's actual out-of-pocket expenses, such as for meals, lodging and business class travel, as reasonably incurred by Consultant, and approved in advance by Company, in furtherance of Consultant's performance under the Agreement within ten (10) days of Consultant submitting an invoice for such expenses.

c. Consultant will be solely responsible for all taxes payable as a result of this Agreement. Consultant will be solely responsible for maintaining adequate records to substantiate all business-related expenses for tax purposes.

4. Term. Subject to Section 2, this Agreement's term (the "Term") begins effective on the Start Date, and automatically ends on November 20, 2022 (the "Termination Date"), unless further action is taken by the Parties under Section 5 of this Agreement.

5. Termination.

a. Consultant may terminate this Agreement earlier than the Termination Date, with or without Good Reason (as defined below). If Consultant terminates this Agreement for Good Reason, Consultant may terminate this Agreement by delivering written notice to the Company forty-five (45) days before termination. If Consultant terminates this Agreement without Good Reason, Consultant may terminate this Agreement by delivering written notice to the Company seven (7) days before termination. Company may terminate this Agreement earlier than the Termination date only for cause (as defined below) by delivering written notice to the Consultant forty-five (45) days before termination and complying with the requirements in Section 5(a)(i)(ii). The right to terminate this Agreement is absolute and the Parties acknowledge that each has considered and relied on the right to terminate this Agreement in entering into this Agreement.

i. If Consultant elects to terminate this Agreement before the Termination Date without Good Reason (as defined below), Consultant's RSUs and PSUs will cease to vest immediately on the date his consulting services are terminated under this Agreement, and Consultant shall be vested in all PSUs and RSUs that have vested up to and including the Termination Date and all unvested portions of the RSUs and PSUs shall be cancelled as of such date. If Consultant terminates this Agreement before the Termination Date for Good Reason, the Company shall accelerate the vesting of the RSUs and PSUs in Section 3(a) as to the remaining number of unitsreflected in the table above and the Company shall measure the Company's performance under each of the outstanding PSUs as of the actual Termination Date, and, based on such performance, each PSU shall become earned, vested and non-forfeitable on a prorated basis based on the number of days in the relevant performance period through the actual Termination Date; provided that Consultant signs and does not revoke the release of claimsprovided by the Company substantially in the form of Exhibit A, with Consultant being given 10 days following the termination of the consulting services to execute such release.

ii. If ResMed elects to terminate this Agreement due to "cause" before the Termination Date, Consultant's RSUs and PSUs will cease to vest as of the Termination Date, Consultant shall be vested in all PSUs and RSUs that have vested up to and including the Termination Date, and all unvested portions of the RSUs and PSUs shall be cancelled as of such date. For the purposes of this Agreement, "cause" shall be defined as any material breach of the restrictions in Section 8(b). In the case ResMed elects to terminate this Agreement for "cause," ResMed must: (a) provide Consultant with a written notice identifying the provision(s) in Section 8(b) of this Agreement that ResMed claims Consultant materially breached and provide a description in reasonable detail of the facts and circumstances ResMed claims provide a basis for such termination for "cause"; and (b) provide Consultant thirty (30) days after the date Consultant receives such written notice to cure the claimed breach.

iii. Reserved.

iv. If Consultant becomes employed prior to the Termination Date, this Agreement will remain in place until the Termination Date so long as Consultant continues to provide the services outlined in Section 1 of this Agreement, and such employment does not violate Section 8 of this Agreement. If Consultant materially breaches any provisions in Section 8(b), ResMed may elect to terminate this Agreement for "cause" in accordance with the terms of subsection 5(a) ii outlined above.

v. For purposes of this Agreement, "Good Reason" means material breach by ResMed of this Agreement or the Separation Agreement. In the case Consultant elects to terminate this Agreement for "Good Reason," Consultant must: (a) provide ResMed with a written notice identifying the provision(s) in this Agreement and/or the Separation Agreement that Consultant claims ResMed materially breached and provide a description in reasonable detail of the facts and circumstances Consultant claims provide a basis for such termination for "Good Reason"; and (b) provide ResMed thirty (30) days after the date on which ResMed receives such written notice to cure the claimed breach.

b. Within three (3) business days after the Termination Date, Consultant will deliver to ResMed all physical or electronic work-product created during the Agreement's term, all supplies and equipment provided by ResMed, and all physical and electronic media containing ResMed's Confidential Information.

c. If Consultant terminates this Agreement for Good Reason, within ten (10) business days after the Termination Date, Consultant will sign and not revoke the release of claims to Company substantially in the form of Exhibit 1 attached. Consultant agrees that delivery of the accelerated equity scheduled to vest in 2022, as set forth in section 5(a)(i) set forth above is conditioned on Consultant's delivery and non-revocation of the release of claims.

6. <u>Consultant's Warranties</u>. Consultant represents and warrants to ResMed as follows:

a. Consultant has the power to enter into and perform this Agreement and will continue to do so during its Term, unless otherwise terminated in accordance with Section 5;

b. Consultant's performance of this Agreement will not violate any federal, state, and municipal laws; and

c. Consultant's performance of this Agreement will not breach any obligation of Consultant to other persons;

If any of these representations and warranties are incorrect, ResMed has the right to terminate this Agreement immediately, no Consulting Fee will be paid, Consultant's equity awards will cease to vest and all unvested equity awards shall be cancelled as of such Termination Date. These representations and warranties will survive this Agreement's termination.

7. Parties' Relationship.

a. Consultant is an independent contractor. Consultant is not ResMed's agent or employee. This undertaking is not a partnership or joint venture, and neither Party is authorized to act on the other's behalf.

b. ResMed will treat Consultant as an independent contractor for all tax purposes (unless it reasonably determines that the Internal Revenue Service or a state taxing authority require otherwise). ResMed will not provide employment-related rights or benefits pursuant to this Agreement, including but not limited to worker's compensation insurance.

8. Non-Disclosure of Confidential Information and Covenant Not to Compete.

a. "Confidential Information" as used in this Agreement means any technical or business information, shared with Consultant at any time, and related to such matters as (i) ResMed's technology, business methods, trade secrets, systems, procedures, manuals, confidential reports, customer lists and price lists as well as the nature and type of services rendered by ResMed, and (ii) the equipment business practices and methods used and preferred by ResMed's vendors and customers, and the fees paid to and by them, disclosed by ResMed to Consultant at any time; provided that "Confidential Information" does not include any information or materials that Consultant can prove by written evidence (i) is or becomes publicly known through lawful means and without breach of this Agreement by Consultant; (ii) was rightfully in Consultant's possession or part of Consultant's general knowledge prior to Consultant's employment or engagement by the ResMed; or (iii) is disclosed to Consultant without confidential or proprietary restrictions by a third party who rightfully possesses the information or materials without confidential or proprietary restrictions;

b. As a material inducement to ResMed to enter into this Agreement and to allow Consultant to continue vesting in the RSUs/PSUs as stated in Section 3, Consultant will not:

i. Subject to Consultant's obligation under Section 8d., directly or indirectly disclose, without ResMed's permission, any Confidential Information that has been obtained by, disclosed to, or created by Consultant at any time; or

ii. Make use of any such Confidential Information to compete, either directly or indirectly, with ResMed;

iii. Compete at any time during the Term of this Agreement, either directly or indirectly with ResMed, including but not limited to using Confidential Information to induce employees of ResMed to terminate their employment with ResMed;

iv. Disparage ResMed or anyone Consultant knows, or should know, to be a ResMed employee or officer at any time; or

v. During the Term of this Agreement, solicit any ResMed anyone Consultant knows to be a ResMed employee or officer to join a competitor, provided that this provision shall not prohibit Consultant or any entity for which Consultant is employed or engaged by from hiring or engaging an such employee who: (1) makes a direct inquiry about employment or engagement; (2) responds to a job posting or job advertisement that is not directly aimed at such employee; (3) was involuntarily terminated by ResMed; or (4) resigned from ResMed at least six (6) months prior to such contact.

c. ResMed agrees that the Global General Counsel will instruct its members of the Office of the Chief Executive Officer and will ask the members of the Board of Directors (who know or should know about the obligations in this Section) not to disparage Consultant and to abide by the Company's policy not to comment on the performance of former employees. ResMed agrees that its Global General Counsel will inform the members of the Office of the Chief Executive Officer andits Board of Directors about the non-disparagement obligations in this Section. Nothing in Sections 8(b) or 8(c) will any way restrict or impede the parties from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

d. Consultant shall provide notice to ResMed's Global General Counselseven (7) days before accepting employment during the Term of this Agreement If either party materially breach or threaten to breach any of the provisions of Section 8(b) or 8(c), the party claiming such breach, in addition to any other rights, remedies, or damages available such party at law or in equity, will be entitled to a permanent injunction to prevent or restrain any such breach by the other party and any person directly or indirectly acting for or with him/her/it. As a material inducement to ResMed to enter into this Agreement and to pay the Consultant the compensation stated in Section 3, during the Term of this Agreement, Consultant will provide, if requested to do so in writing by Company, truthful testimony under oath, regardless of whether such testimony is requested orally or in writing. Notwithstanding the foregoing, Consultant will not be required to provide such testimony in the case of a dispute between the Company and Consultant. ResMed will make reasonable efforts to minimize disruption of Consultant's other activities when requesting such testimony. Any time spent by Consultant satisfying this obligation shall count against the consulting hours set forth in section 1; provided that ResMed shall reimburse Consultant for reasonable expenses incurred in connection with such testimony. To the extent Consultant is required to spend more time providing such testimony than the maximum hours required in Section 1 of this Agreement, the Company shall compensate Consultant at an hourly rate based on Consultant's base salary as of his last day of employment with ResMed.

e. Consultant will not be requested or required to, and will not, disclose any information available to the Consultant that would violate any valid and enforceable confidentiality agreement between Consultant and any other person.

f. Subsections i, ii, and iv, of this Section 8(b) and Section 8(c) will survive the termination of this Agreement.

f. The parties acknowledge that Consultant has an ongoing Board Advisory role with Tandem Diabetes Care. The parties agree that Consultant's services to Tandem Diabetes Care does not conflict with or violate any of the terms of this Agreement.

9. Ownership of Work Product and Inventions.

a. Consultant's work product, arising out of and within the scope of services under this Agreement, or in any way related to ResMed's business, including intellectual work product, will be the property of ResMed. Consultant will not sell, transfer, publish, disclose or otherwise make such work product available to third persons without ResMed's prior written consent.

b. Consultant hereby assigns to ResMed all inventions and original works of authorship, which Consultant may conceive or reduce to practice arising out of and within the scope of ResMed's business (''Inventions"). All Inventions are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by the amounts paid to Consultant under this Agreement.

10. Arbitration. Any controversies or claims relating to any aspect of the Agreement, or to its breach, or the relationship created between the Parties will be settled by binding arbitration under the rules of the American Arbitration Association in San Diego, California or such other place as agreed by the Parties. The Parties will abide by the arbitrator's decision and agree that a judgment on the award may be entered in any court having personal jurisdiction over the Parties.

11. Compliance. The Parties agree, to the extent that Consultant provides any services to the health care industry, that they shall not violate the federal anti-kickback statute.

12. Notices. All notices between the Parties will be in writing, addressed to the principal business addresses listed in the first Section of this Agreement. Either Party

may designate a different address in writing. Notices will be deemed given on the date of delivery (if delivered in person, electronically, or by overnight delivery service) or three days after mailing if mailed by certified or registered mail.

13. Section 409A of the Internal Revenue Code. The compensation provided herein is intended to be exempt from Section 409A of the Internal Revenue Code ("Section 409A") pursuant to Treasury Regulations Sections 1.409A-1(b)(4) and 1.409A-1(b)(9) or, alternatively, to comply with Section 409A, and this Agreement shall be interpreted accordingly. The right to the series of installment payments under this Agreement (including each tranche of eligible RSUs that vest) is to be treated as a right to a series of separate payments.

14. Miscellaneous.

a. Entire Agreement. This Agreement, together with the Separation Agreement and the award agreements governing the RSUs and PSUs (as modified by this Agreement), contains the Parties' entire understanding with respect to the consulting arrangement and may not be modified except in a writing signed by both Parties.

b. Assignments. Consultant may not assign this Agreement, without ResMed's written consent. ResMed may not assign this Agreement, without Consultant's written consent, except that ResMed may assign this Agreement to a subsidiary, parent, successor, or affiliate without Consultant's consent.

c. Governing Law. California law will govern this Agreement and the relationship between the Parties.

d. Severability. If any provision of the Agreement is illegal or unenforceable under law, then it shall be modified, to achieve the Parties' intent to the fullest extent possible. In any event, the other provisions of the Agreement, will, to the fullest extent possible, remain valid, unless to do so would deny a Party the benefit of its bargain.

e. Counterparts. This Agreement may be executed by facsimile and in counterparts.

Signatures on next page

ResMed and Consultant have duly executed this agreement as of the Effective Date.

	Consultant
Dated: September 29, 2021	By: /s/ Rajwant Sodhi
	Rajwant Sodhi
	ResMed Inc.
Dated: September 29, 2021	By: /s/ Rob Douglas
	Title: President and COO

Exhibit 1

Form of Release

This Release Agreement ("***Release***") is made by and between **Raj Sodhi** ("you") and ResMed Inc. (the "***Company***"). A copy of this Release is an attachment to the Consulting Agreement between the Company and you effective September 2, 2021 (the "***Consulting Agreement***"). Capitalized terms not defined in this Agreement carry the definition found in the Consulting Agreement.

1. PSU/RSU Vesting. In consideration for your execution and return of this Release on or after your Termination Date, the Company will provide you with the vesting of your RSUs and PSUs as set forth in section 5(a)(i) of the of the Consulting Agreement.

2. Compliance with Section 409A. The Severance Benefits offered to you by the Company are payable in reliance on Treasury Regulation Section 1.409A-1(b)(9) and the short term deferral exemption in Treasury Regulation Section 1.409A-1(b)(4). For purposes of Code Section 409A, your right to receive any installment payments (whether pay in lieu of notice, Severance Benefits, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment shall at all times be considered a separate and distinct payment. All payments and benefits are subject to applicable withholdings and deductions.

3. General Release.

3.1 Consultant unconditionally, irrevocably and absolutely releases and discharges the Company, and any parent and subsidiary corporations, divisions and other affiliated entities of the Company, past and present, as well as the their employees, officers, directors, agents, attorneys, successors and assigns (collectively, "Released Parties"), from all claims under the laws of the United States, the State of California and any other applicable state, related in any way to the transactions or occurrences between them to date to the fullest extent permitted by law, including but not limited to, any losses, liabilities, claims, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with Consultant's engagement by the Company, or the termination of Consultant's employment. This release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, as well as alleged violations of the California Labor Code, the California Family Rights Act, the federal Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the laws of any state in which Consultant performed services for the Company, and all claims for attorneys' fees, costs and expenses. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, claims under California Labor Code §2802, any claims that arise on or after the date this Release is executed, any indemnification rights Consultant may have against the Company, including without limitation rights under the

Indemnification Agreement dated February 19, 2015, any rights to vested benefits, such as retirement or equity benefits, including any RSUs and PSUs that have vested under the terms of the Consulting Agreement, the rights to which are governed by the terms of the applicable pl-an documents and award agreements, or any other claims that cannot, by statute, lawfully be waived by this Release including, but not limited to, Consultant's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company; provided, however, that Consultant waives any right to receive any monetary award resulting from such a charge or investigation, except with respect to any monetary recovery under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Sarbanes-Oxley Act of 2002. Further, nothing in this Release prevents Consultant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations.

3.2 Consultant acknowledges that Consultant may discover facts or law different from, or in addition to, the facts or law that Consultant knows or believes to be true with respect to the claims released in this Release and agrees, nonetheless, that this Release and the release contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them.

3.3 Consultant declares and represents that Consultant intends this Release to be final and complete and not subject to any claim of mistake. Consultant executes this release with the full knowledge that this release covers all possible claims against the Released Parties, to the fullest extent permitted by law.

3.4 Except as expressly reserved in Section 3.1 above, and except for the right to be paid the RSUs and PSUs set forth in Section 1, above, Consultant expressly waives Consultant's right to recover any type of personal relief from the Company, including monetary damages or reinstatement in any administrative action or proceeding, whether state or federal, and whether brought by Consultant or on Consultant's behalf by an administrative agency, related in any way to the matters released herein.

4. <u>California Civil Code Section 1542 Waiver</u>. Consultant expressly acknowledges and agrees that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Consultant understands that Consultant is a “creditor” within the meaning of Section 1542.

ResMed Inc.

By: /s/ Rob Douglas_________________________
Name: Rob Douglas
Title: President and COO

____
Raj Sodhi, Consultant

Exhibit 31.1

RESMED INC.
CERTIFICATION OF CHIEF EXECUTIVE OFFICER
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Michael J. Farrell, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ResMed 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.

January 27, 2022

/s/ MICHAEL J. FARRELL

Michael J. Farrell

Chief executive officer

(Principal Executive Officer)

Exhibit 31.2

RESMED INC.
CERTIFICATION OF CHIEF FINANCIAL OFFICER
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Brett A. Sandercock, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ResMed 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.

January 27, 2022

/s/ BRETT A. SANDERCOCK

Brett A. Sandercock

Chief financial officer

(Principal Financial Officer)

RESMED INC.
CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of ResMed Inc., a Delaware corporation (the "Company"), hereby certifies, to his knowledge, that:

(i) the accompanying Quarterly Report on Form 10-Q of the Company for the period endedDecember 31, 2021 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

January 27, 2022

/s/ MICHAEL J. FARRELL

Michael J. Farrell

Chief executive officer

(Principal Executive Officer)

A signed original of this written statement required by Section 906 has been provided to ResMed Inc. and will be retained by ResMed Inc. and furnished to the Securities and Exchange Commission or its staff upon request. These certifications will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor will these certifications be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the registrant specifically incorporates them by reference.

RESMED INC.
CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of ResMed Inc., a Delaware corporation (the "Company"), hereby certifies, to his knowledge, that:

(i) the accompanying Quarterly Report on Form 10-Q of the Company for the period endedDecember 31, 2021 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

January 27, 2022

/s/ BRETT A. SANDERCOCK

Brett A. Sandercock

Chief financial officer

(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to ResMed Inc. and will be retained by ResMed Inc. and furnished to the Securities and Exchange Commission or its staff upon request. These certifications will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor will these certifications be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the registrant specifically incorporates them by reference.