

## **GM REWARDS™ MASTERCARD CREDIT CARD PROGRAM GUIDELINES**

### **Background**

Certain dealers ("Dealers") of General Motors LLC ("General Motors") have entered into (i) a General Motors Dealer Sales and Service Agreement with General Motors, and (ii) a GM Rewards Mastercard Credit Card Program Dealer Enrollment Agreement ("DEA") with Barclays Bank Delaware ("Bank"). The credit card program referenced in the DEA is referred to in these Card Program guidelines as the "Card Program."

The Card Program guidelines set forth in this document (these "Program Guidelines") are the "Program Guidelines" incorporated by reference in the DEA. In the event of any conflict between the terms of these Program Guidelines and the terms and conditions of the DEA, the DEA shall control. Any terms not specifically defined in these Program Guidelines shall have the meaning set forth in the DEA.

### **Enrollment Process for Dealers**

The DEA can be found in Global Connect. Subject to the other provisions of these Program Guidelines, if a Dealer wishes to participate in the Card Program, an owner or officer of such Dealer who has the authority to legally bind such Dealer must agree to the terms of the DEA and execute the DEA. A Dealer that enrolls pursuant to the provisions of these Program Guidelines and is not unenrolled is referred to as an "Participating Dealer." Only Dealers in eligible locations in the United States and the District of Columbia may participate in the Card Program. Dealers in Puerto Rico and the United States Virgin Islands are not eligible to participate.

### **Qualification Process for Employees of Dealers**

Employees of a Participating Dealer also must meet Bank requirements to participate in the Card Program. Dealer shall not permit any of its employees to participate in the Card Program without ensuring employees meet Bank requirements. If an employee of a Participating Dealer wishes to participate in the Card Program, that employee must: (i) complete all training required by these Program Guidelines, including Card Program training, as applicable, that is available in Global Connect, and any updates that may be prescribed by Bank from time to time; and (ii) complete knowledge checks throughout the training or receive a passing score on a knowledge test at the end of the training course. Further, successful completion of training annually is required for an employee to remain eligible to participate in the Card Program. For clarity, an employee of a Participating Dealer may only be eligible to participate in the Card Program if they are current on all required training. Bank may request that Dealer remove or suspend from continued participation in the Program any employee that has not completed the necessary training or completed it with a passing score on the knowledge tests. Dealer will remove or suspend such employee's participation immediately upon the request of the Bank.

In addition, participants in the Card Program must obtain access to Global Connect (either web interface or mobile) to ensure the ability to send links to apply for the Card to interested customers or to send interested customers a personal QR code. An employee of a Participating Dealer that enrolls pursuant to the provisions of these Program Guidelines, is current on all required training under these Program Guidelines and the Program, and is not unenrolled, is referred to herein as a “Dealer Eligible Employee.”

Dealer is responsible for information entered by Dealer Eligible Employees regarding eligibility for participation in the Program and continued eligibility. Bank may rely on such information and shall have no duty to investigate the authority of that employee entering such information, or to confirm the validity or accuracy of such information, including, but not limited to whether the employee is, in fact, eligible. Each Dealer shall ensure that such employee is qualified and suitable to participate in the Card Program consistent with Dealer’s employment standards.

### **Training**

Card Program training is made available to Participating Dealer employees in Global Connect.

Employees must complete all Card Program training by the required deadline to maintain their status as a Dealer Eligible Employee, including any periodic recertification and any off-cycle training that may be required. Any employee who ceases to be a Dealer Eligible Employee because of Card Program training that has not been completed must cease involvement with the Card Program until such training requirements have been satisfied and will not be eligible for any incentives. For clarity, an employee of a Participating Dealer may only be a Dealer Eligible Employee for the Card Program if they are current on all required training for the Card Program.

### **Approved Marketing Materials and Marketing Channels**

Participating Dealers may market the Card Program through the Bank approved “Dealer Face to Face Channel” set forth below if Dealer is still enrolled in the Card Program and a Dealer employee has completed all training for an approved channel and is a Dealer Eligible Employee.

Bank and/or General Motors may market the Card Program through other channels in their sole discretion.

#### *Dealer Face to Face Channel*

Participating Dealers that participate in the Card Program may market the Card to customers of the Participating Dealer only using the Approved Marketing Materials.

If a customer in the dealership expresses interest in obtaining a Card (“Prospect”), Dealer shall inform such Prospect of the Approved Card application channels (as defined below) and direct the Prospect to apply for the Card through one of these two channels.

SMS Application Link: If the Prospect selects the “SMS application link” application channel, then the Dealer Eligible Employee will collect and enter the Prospect’s name and

phone number via Global Connect/App Center/GM Rewards, and the Prospect will then receive a text with a direct link to the Card application. If the Prospect is approved for a Card and requests to use the Card during the Prospect's visit at the dealership, then the Dealer may per the Customer's authorization submit a purchase transaction on the newly approved Card for the purchase in question.

Dealer Eligible Employees must initiate a text message with a link to an application and provide their Dealer Eligible Employee code ("GMIN") in connection with the SMS Link for Application channel to be eligible for incentives. Per below any incentives are the responsibility of General Motors and are paid by General Motors not Bank.

QR Code: If the Prospect selects the QR Code channel, then the Prospect may scan a QR Code printed by the Dealer Eligible Employee or Participating Dealer and displayed at the dealership (either specific to a Dealer Eligible Employee or a Participating Dealer) with the Prospect's personal device, which will allow the Prospect access to the mobile application landing page where the Prospect may then complete the application. Dealer Eligible Employees may access the QR Code via Global Connect/App Center/GM Rewards. If the Prospect is approved for a Card and requests to use the Card during the Prospect's visit at the dealership, then the Dealer may per the Customer's authorization submit a purchase transaction on the newly approved Card for the purchase in question.

Dealer Eligible Employee may print and display the personal QR code for the Prospect to scan on their own personal device. The Prospect must scan the Dealer Eligible Employee's personal QR Code (not the Participating Dealer QR Code) for the Dealer Eligible Employee to be eligible for incentives. Per below any incentives are the responsibility of General Motors and are paid by General Motors not Bank.

#### *Dealer non-Face to Face Channels*

For clarity, Dealers are not authorized to market the Card or Card Program in social media, websites, or other digital channels unless per the specific direction of Bank or General Motors and then only using Approved Marketing Materials for these specific channels.

#### *Approved Marketing Materials*

Participating Dealers may only use then current and approved marketing material provided by Bank ("Approved Marketing Material") to market the Card Program. For this purpose, "marketing material" includes any brochures, advertisements, fliers, or any other written material in any medium (including digital) designed to promote a Card or material intended to guide an oral discussion promoting the Card. Retired or expired marketing materials may not be used to promote the Card Program.

Approved Marketing Material for SMS application and QR Code channels may be found at the Card Program website via Global Connect or the 1Store on the GM site.

Participating Dealers and Dealer Eligible Employees must cease using marketing materials within fourteen (14) days when directed to do so by Bank or General Motors, and cease using expired Approved Marketing Material when such material is updated or replaced with new Approved Marketing Material by Bank. Using unapproved marketing materials to promote the credit card program may result in employees or Dealers being suspended or fully unenrolled from the participation in the Card Program. Dealer may be

asked to provide Bank with a certification confirming that all expired marketing materials have been removed from the dealership within the requested time frame per Bank or General Motors' instructions.

Participating Dealers and Dealer Eligible Employees shall have no authority to and shall not, accept, approve, or execute any order, contract, promise, or other agreement, or make any representation related to the Card Program, in each case, that is inconsistent with the then-current Approved Marketing Material authorized by Bank.

### **Sales Program Incentive**

Dealer Eligible Employees may earn incentive payments from General Motors for participation in the Card Program. Bank has no liability to any Dealer Eligible Employees for payment of the Sales Program Incentive. No additional incentives pertaining to the Card Program may be paid to Dealer Eligible Employees without approval from General Motors. Failure to adhere to the terms of the DEA and these Program Guidelines may impact Dealer Eligible Employees eligibility to earn incentives.

### **Downpayments on the Card for Vehicle Purchases**

To the extent Dealer allows a customer to use the Card in connection with a downpayment (including a partial downpayment) on the purchase of a vehicle or with the gross capitalized cost reduction of a vehicle lease, Dealer is responsible for ensuring that the credit card transaction does not otherwise exceed the credit limit on the Card established by Bank. Dealer is also responsible for accurately disclosing the terms of such downpayment and complying with all applicable Laws in connection with such downpayment and the associated extension of credit or lease.

### **Complaints**

For the purpose of the DEA and these Program Guidelines, a complaint is any expression by a customer of dissatisfaction with, or communication of a suspicion of wrongful conduct in connection with the Card Program. Participating Dealers shall follow customer complaint processes as shown in Exhibit 1.

### **Dealer Unenrollment Processes**

This section speaks to some of the criteria Bank will use to determine whether a Participating Dealer or Dealer Eligible Employee should be unenrolled from the Card Program or whether other action shall be taken. Bank retains the right to make the decision of whether to unenroll a Participating Dealer or Dealer Eligible Employee in its sole discretion for any reason (including reasons not listed in this section). Bank also may terminate the DEA at any time.

If a Dealer Eligible Employee engages in any of the following behaviors, the Dealer Eligible Employee and/or the associated Participating Dealer may be eligible for unenrollment from the Card Program or other corrective action:

- Use of any materials promoting the Card or Card Program that are not the then current Approved Marketing Materials.
- Use of any marketing channels that have not been approved for use.

- Not removing expired Approved Marketing Materials consistent with Bank's or General Motor's instructions.
- Negative sales practice feedback.
- Complaints received by Bank or General Motors in connection with the Card Program.
- Failing to adhere to the Complaints standards as described in these Program Guidelines and as listed in Exhibit 1.
- Inappropriate use of any Program Information.
- Fraudulent or other unlawful activity, including, but not limited to, bribery, kickbacks, other illegal or unlawful payments, money laundering and corruption.
- Noncompliance with the Program Guidelines, as may be modified or amended from time to time, the DEA, or any training.

Each Participating Dealer agrees to promptly notify Bank in the event it becomes aware of any behaviors by a Dealer Eligible Employee that are not compliant with these Program Guidelines or the commitments of the DEA. Further, Participating Dealer shall promptly notify Bank if any representation or warranty of Dealer set forth in DEA is or becomes inaccurate, if any covenant or other obligation of Dealer set forth in the DEA or these Program Guidelines is or becomes breached, or without limiting the foregoing, if Dealer is or becomes aware of any other breach of or noncompliance with the DEA or these Program Guidelines by Dealer or any Dealer Eligible Employee.

Bank, in its commercially reasonable discretion, will provide a Participating Dealer or Dealer Eligible Employee alleged to have engaged in non-compliant behaviors with an opportunity to present evidence that such allegations are inaccurate, but Bank will have final decision on any unenrollment or other corrective action.

### **Fair and Responsible Lending Statement**

Bank is committed to equal opportunity lending and the fair treatment of all persons. It is Bank's policy to comply with the Equal Credit Opportunity Act which prohibitions may include consideration of a person's race, creed, color, religion, national origin, sex, sexual orientation, gender identity or expression, military status, marital status, disability, or familial status, age (provided that the applicant has the capacity to enter into a binding contract), receipt of income from public assistance programs, citizenship or immigration status, status as a victim of domestic violence or the good faith exercise of any right under the Consumer Credit Protection Act. Furthermore, Bank is committed to prohibiting unfair, deceptive, or abusive acts or practices. An integral part of Bank's commitment to compliance with these regulations is the expectation that all Dealers involved with the Card Program will comply with these requirements and all other applicable Law.

### **Anti-Bribery, Anti-Corruption and AML Oversight**

As set forth in the DEA, Participating Dealers and Dealer Eligible Employees shall comply with all applicable Laws in connection with the Card Program and any activities relating to or arising from the DEA, the Card Program by Participating Dealers. In connection therewith, all Participating Dealers and Dealer Eligible Employees are required to review and act consistently with their compliance obligations under applicable Law, including

those relating to bribery, corruption, improper or illegal payments, gifts, gratuities, tax evasion and money laundering (including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended from time to time, and the United Kingdom Bribery Act of 2010, as amended from time to time), as well as those set forth in the Bank's anticorruption policies, as amended from time to time (link).

Examples of generally prohibited acts include the making of any offer, promise, or authorization of payments or gifts or anything of value (including political contributions or donations, facilitation payments, grease payments, or any other payments intended to expedite or secure performance of a routine governmental action), directly or indirectly, to any Public Official (as defined below) or to any other person to secure an improper advantage, improperly obtain or retain business or an improper advantage in the conduct of business, or otherwise to induce any person to perform their duties improperly. As used in these Program Guidelines, "**Public Official**" means any person holding an elected or appointed office and any other officer or employee of a government or a department, agency, instrumentality or part thereof (including a state-owned or -controlled enterprise or a joint venture/partnership with a government entity), any officer or employee of a public international organization or a political party, and any candidate for political office; or any person exercising a public function or acting in an official capacity for or on behalf of any of the foregoing.

### **Compliance Assessments and Oversight**

Dealer shall cooperate with Bank in connection with any audits by Bank regarding Dealer's practices in connection with the Card Program, including cooperating with in-person visits to Dealer and maintaining and providing prompt access to accurate and complete books and records requested by Bank. Such audits may include checking the marketing and other Card Program collateral used by Dealer, discussions with Dealer's F&I, service, and sales personnel regarding customer interactions in connection with the Card Program, and a visual inspection of Dealer's premises.

### **Data Breach Notification**

Dealer shall promptly and in any event within twenty-four (24) hours notify Bank by sending an email to [gcsojoc@barclays.com](mailto:gcsojoc@barclays.com) of any actual or reasonably suspected Data Breach (as defined in the DEA).

### **Interpretation**

In all matters relating to the interpretation and application of the Card Program, including, without limitation, the decision with respect to Card account offers and credit approvals, the decision of Bank shall be final.

### **Rules, Changes, and Termination**

These Program Guidelines may be modified by Bank at any time and any such modifications shall become effective upon publication unless a later effective date is indicated. A Participating Dealer is responsible for checking for changes to these Program Guidelines. A Participating Dealer obtains no right, title, or interest, including any patent,

copyright, or other right in the Card Program. If the Card Program or Participating Dealer's DEA is terminated, no further incentives after the date of such termination shall be paid to Dealer Eligible Employees or Dealer.

### **Exhibit 1**

If a customer approaches your Dealership or a Dealer Employee with any customer service question or concern relating to their credit card account (e.g., card declined for transaction, credit limit questions or concerns, card account payment), the credit card product (e.g., value proposition, benefits, interest rates and fees), the sales practices used to introduce them to the credit card or the application process itself, request that they call the Barclays customer service number on the back of their credit card, using their own phone number. These issues can be resolved faster when a customer calls Barclays themselves, and Dealership employees will not likely be able to resolve the issues raised. If the customer is not satisfied with that solution, call (800) 309-2504 to connect with the Barclays GM Dealer Support line, and a Barclays agent will handle the customer's questions and concerns.

**Note:** Do not, under any circumstances, provide this number directly to customers, and always dial the Barclays GM Dealer Support line from a dealership or business phone.