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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

August 5, 2014
Date of Report
(Date of earliest event reported)

SYNCHRONY FINANCIAL

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36560
(Commission
File Number)

51-0483352
(I.R.S. Employer
Identification No.)

777 Long Ridge Road, Stamford, Connecticut
(Address of principal executive offices)

06902
(Zip Code)

(203) 585-2400
(Registrant's telephone number, including area code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On August 5, 2014, SYNCHRONY FINANCIAL (the “Company”) closed the initial public offering (the “IPO”) of 125,000,000 shares of its common stock at a price to the public of \$23.00 per share. The Company has granted the underwriters in the IPO an option to purchase up to an aggregate of 18,750,000 additional shares of common stock. The Company received net proceeds from the IPO of approximately \$2.8 billion. General Electric Company (“GE”) currently owns approximately 84.9% of the Company’s common stock (or 83.1% if the underwriters exercise in full their option to purchase additional shares).

In connection with the IPO and as previously contemplated by, and described in, the Company’s IPO Registration Statement on Form S-1 (No. 333 -194528) filed with the SEC and declared effective on July 30, 2014 (the “Registration Statement”), the Company entered into various agreements with GE and its affiliates. These agreements were entered into on August 5, 2014 (the IPO closing date) and consist of the following:

- Transitional Services Agreement, by and among General Electric Capital Corporation (“GECC”), the Company and Retail Finance International Holdings, Inc. (“RIH”), pursuant to which, among other things, the Company, GECC and RIH provide each other, on a transitional basis, certain administrative and support services and other assistance consistent with the services the Company and GECC provided to each other before the IPO.
- Registration Rights Agreement, by and between the Company and GECC, pursuant to which, among other things, the Company provides GECC with registration rights relating to shares of the Company’s common stock held by GECC or permitted transferees after the IPO.
- Tax Sharing and Separation Agreement, by and between GE and the Company, which, among other things, governs the allocation between GE and the Company of the responsibilities for the taxes of the GE group. The Tax Sharing and Separation Agreement also allocates rights, obligations and responsibilities in connection with certain administrative matters relating to the preparation of tax returns and control of tax audits and other proceedings relating to taxes.
- Employee Matters Agreement, by and among GE, GECC and the Company, which governs certain employee, compensation and benefits matters among the Company, GECC and GE. Under the Employee Matters Agreement, among other things, the Company generally assumes or retains liabilities relating to the employment or services of any person with respect to the Company’s business before or after the completion of the IPO. The Employee Matters Agreement also generally provides for continued participation by Company employees in GE benefits for so long as GE owns at least 50% of the Company’s common stock.
- Transitional Trademark License Agreement, by and between GE Registry, Inc. and the Company, pursuant to which, among other things, GE grants the Company a limited, non-exclusive, royalty-free, non-transferable license (with no right to sublicense) to use (i) certain marks, logos and the GE monogram in connection with the Company’s products and services until such time as GE ceases to beneficially own more than 50% of the Company’s outstanding common stock, subject to certain exceptions and (ii) a specified tagline in connection with the Company’s products and services and in the general promotion of the Company’s business for a period of three years after GE ceases to beneficially own more than 50% of the Company’s outstanding common stock.
- Intellectual Property Cross License Agreement, by and between GE and GECC, on the one hand, and the Company, on the other hand, pursuant to which, among other things, the Company and GE grant each other a non-exclusive, irrevocable, royalty-free, fully paid-up, worldwide, perpetual license under certain intellectual property rights that they each own or license.

The Company entered into each of these agreements on August 5, 2014 and is filing the executed versions of these agreements as exhibits to this current report. The full descriptions of these agreements contained in the Registration Statement are incorporated by reference herein and the descriptions of the agreements are subject to, and are qualified in their entirety by, reference to the terms of the complete agreements.

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

In connection with the IPO and as previously contemplated by, and described in, the Company’s Registration Statement, the Company entered into a term loan facility (the “New Bank Term Loan Facility”) with third party lenders that provided \$8.0 billion principal amount of unsecured term loans maturing in 2019 and a term loan facility (the “New GECC Term Loan Facility”) with GECC that provided \$1.5 billion principal amount of unsecured term loans maturing in 2019. On August 5, 2014 (the IPO closing date), the Company borrowed the full amounts under the New Bank Term Loan Facility and the New GECC Term Loan Facility.

The full descriptions of these agreements contained in the Registration Statement (including the events of default which may give rise to an acceleration of the obligations thereunder) are incorporated by reference herein and the descriptions of the agreements are subject to, and are qualified in their entirety by, reference to the terms of the complete agreements, which have been previously filed.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Number</u>	<u>Description</u>
10.1	Transitional Services Agreement, dated August 5, 2014, by and among General Electric Capital Corporation, Synchrony Financial and Retail Finance International Holdings, Inc.
10.2	Registration Rights Agreement, dated as of August 5, 2014, by and between Synchrony Financial and General Electric Capital Corporation
10.3	Tax Sharing and Separation Agreement, dated as of August 5, 2014, by and between General Electric Company and Synchrony Financial
10.4	Employee Matters Agreement, dated as of August 5, 2014, by and among General Electric Company, General Electric Capital Corporation and Synchrony Financial
10.5	Transitional Trademark License Agreement, dated as of August 5, 2014, by and between GE Capital Registry, Inc. and Synchrony Financial
10.6	Intellectual Property Cross License Agreement, dated as of August 5, 2014, by and between General Electric Company and General Electric Capital Corporation, on the one hand, and Synchrony Financial, on the other hand

SIGNATURES

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

Date: August 11, 2014

SYNCHRONY FINANCIAL

By: /s/ Jonathan Mothner

Name: Jonathan S. Mothner

Title: Executive Vice President, General Counsel and Secretary

EXHIBIT INDEX

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TRANSITIONAL SERVICES AGREEMENT

by and among

GENERAL ELECTRIC CAPITAL CORPORATION

(“GECC”),

SYNCHRONY FINANCIAL

(the “Company”)

and

RETAIL FINANCE INTERNATIONAL HOLDINGS, INC.

(“RFIH”)

DATED AUGUST 5, 2014

Details

Parties	GECC, the Company , and RFIH each as described below.
GECC	GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation.
Company	SYNCHRONY FINANCIAL, a Delaware corporation.
RFIH	RETAIL FINANCE INTERNATIONAL HOLDINGS, INC., a Delaware corporation.
Recitals	<ol style="list-style-type: none">1. GE Consumer Finance, Inc., is a Delaware corporation and a wholly-owned subsidiary of GECC and is the legal and beneficial owner of the issued shares in the capital of the Company;2. The Company's business activities include providing financial services to consumers and retailers and offering a range of private-label credit cards, dual (or co-branded) credit cards and other revolving credit accounts to finance the purchase of consumer goods and services (collectively, the "Company Business");3. The board of directors of the Company has determined that it is in the best interests of the Company to make an initial public offering (the "IPO") of shares of Company common stock, par value \$0.001 per share;4. GECC and the Company entered into a Master Agreement, dated as of the date hereof (the "Master Agreement");5. As a result of the IPO and future contemplated transactions (collectively, the "Transaction"), (i) the Company and RFIH may in the future no longer be considered to be Affiliates of GECC or its parent General Electric Company ("GE") for purposes of certain entitlements to GE, GECC or third party provided services and/or access rights and (ii) GECC may in the future no longer be considered to be an Affiliate of the Company or RFIH for purposes of certain entitlements to the Company or third party-provided services and/or access rights; and6. GECC, the Company and RFIH have each agreed to provide certain transitional arrangements to the Recipients, from the date of the IPO and for the relevant Transition Period thereafter in accordance with and subject to the terms of this Agreement.
Governing law	New York
Date	See signing page

General terms

1. Transitional Arrangements

1.1 GECC Transitional Arrangements

Subject to Clause 1.4, GECC will provide (or procure the provision of) to the Company and/or RFIH, as applicable (either for direct use and enjoyment or for providing services to the Bank and Affiliates of the Company):

- (a) each GECC IT Access Right;
- (b) each GECC IT Application Service;
- (c) each GECC IT Support Service; and
- (d) each GECC Non-IT Support Service,

as such services are described in more detail herein or in Schedule 1 (each, a “**GECC Transitional Arrangement**”), each at the latest starting from the IPO Date and for the Transition Period that applies to that GECC Transitional Arrangement.

1.2 Company Transitional Arrangements

Subject to Clause 1.4, the Company and RFIH, as applicable, will provide (or procure the provision of) to GECC (either for direct use and enjoyment or for on-servicing to Affiliates of GECC) the services described in Schedule 2 (each, a “**Company Transitional Arrangement**”), each for the Transition Period that applies to that Company Transitional Arrangement.

1.3 Supplier and Recipient roles

In relation to:

- (a) each GECC Transitional Arrangement, GECC is the “**Supplier**” and, subject to Clause 2.11 the Company, RFIH, the Bank or another Affiliate of the Company, as applicable, is the “**Recipient**”;
- (b) each Company Transitional Arrangement, the Company or RFIH, as applicable, is the “**Supplier**” and GECC or its Affiliates, as applicable, is the “**Recipient**”; and
- (c) actions or Notices by or on behalf of RFIH as a Party hereunder, GECC may fully rely on actions or Notices by Company as actions or Notices also by RFIH.

1.4 Pre-Existing Agreements

- (a) Except as set forth in Section 2.4(b) of the Master Agreement, any intra-group arrangements or agreements that the Company had prior to the applicable Transition Period for those services or access rights that become a GECC Transitional Arrangement (each, a “**Pre-Existing Agreement**”) shall
 - (i) if GECC is the counterparty of the Company to such Pre-Existing Agreement, automatically terminate on the IPO Date; and

- (ii) if an Affiliate of GECC is the counterparty of the Company to such Pre-Existing Agreement, as among the Parties, be deemed to be automatically terminated on the IPO Date. GECC will provide and care for the actual termination of such Pre-Existing Agreements with effect on the IPO Date and the Company will, to the extent reasonably requested by GECC, provide GECC the required assistance, if any, in order to render such terminations effective.
- (b) It is understood by the Parties that (i) the Company shall not incur any charges or other financial responsibilities in connection with such terminations, and (ii) the Company shall not be obliged to make any payments under such Pre-Existing Agreements that would be for periods after the IPO Date.
- (c) For purposes of this Agreement, the agreements set forth in Schedule 2.4(b)(ii) of the Master Agreement shall not be deemed to be Pre-Existing Agreements hereunder, and thus such agreements are understood by the Parties to continue in force after the IPO Date according to their respective terms.

2. Obligations of the Suppliers and the Recipients

2.1 Limitation on the obligations of the Suppliers

- (a) Each Party's obligations to supply each Transitional Arrangement for which it is the Supplier, under Clause 1, are limited to, an obligation:
 - (i) to provide each Transitional Arrangement in accordance with the description set out in Schedule 1 or Schedule 2 (as applicable);
 - (ii) unless agreed otherwise herein, to provide each Transitional Arrangement:
 - (A) in the Pre-IPO Form, subject to Clause 2.2(a);
 - (B) at the higher of the Pre-IPO Standard and the Non-Discriminatory Standard, and in the case of GECC Transitional Arrangements so identified in Schedule 1, in accordance with the applicable Service Levels set forth in Schedule 7; and
 - (C) up to no more than the Pre-IPO Volume;
 - (iii) to provide each Transitional Arrangement with due care and skill; and
 - (iv) to comply with all Applicable Laws in providing each Transitional Arrangement and performing its obligations under this Agreement.
- (b) Clause 2.1(a) will be deemed incorporated into the description set out in Schedule 1 or Schedule 2 (as applicable) for each Transitional Arrangement except to the extent that it is inconsistent with the express description of that Transitional Arrangement in that Schedule.
- (c) Notwithstanding anything to the contrary contained in this Agreement or in any Schedule hereto, no Party nor any of its Affiliates or their respective Representatives shall be obliged to provide, or shall be deemed to be providing, any legal, financial, accounting or tax advice to any other Party or any of its Affiliates or their respective Representatives under this Agreement, in connection with the Transitional Arrangements or otherwise.

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- (d) Subject to Clause 5.2(a), if a service or arrangement is not included in Schedule 1 or Schedule 2 (as applicable) as a Transitional Arrangement and is not otherwise expressly provided for in Section 7.3 of the Master Agreement, Section 12 of the Tax Sharing and Separation Agreement, the Transitional Trademark License Agreement, Intellectual Property Cross License Agreement or MNT Subservicing Agreement:
 - (i) no Party nor any of their respective Affiliates or Representatives have an obligation to provide it; and
 - (ii) each Party will cease having any rights and will stop using, and will ensure its Affiliates and Representatives stop using, any such service or arrangement that was made available to such Party by the other Parties prior to the IPO Date.
 - (e) The Supplier of a Transitional Arrangement is not obliged to disclose to the Recipient any contracts by which the Supplier or any of its Affiliates acquires from third parties components or inputs to that Transitional Arrangement.
 - (f) Without limiting the generality of Clause 2.1(d), except as expressly provided in this Agreement or required in connection with the performance of or delivery of a Transitional Arrangement, after the IPO Date, each Party and its Affiliates and Representatives (i) will cease to use and shall have no further access to the intranet and owned or licensed computer software, networks, hardware or technology of any other Party, and (ii) will have no access to computer-based resources (including e-mail and access to computer networks and databases) of any other Party which require a password or are available on a secured access basis.

2.2 Changes to Pre-IPO Form

- (a) During the Transition Period, the Supplier may make changes to the Pre-IPO Form that:
 - (i) it considers to be reasonably necessary to effectively and efficiently support its own or its Affiliates' business; or
 - (ii) are necessary to effectively separate the Recipient's data from the Supplier's (or any of its Affiliates') data or implement any other reasonable security measure consistent with the Parties no longer being Affiliated;provided, however, that the Supplier will take reasonable steps to (A) provide the Recipient prior Notice of any such changes and (B) minimize the impact of any such changes on the Recipient's operation.
- (b) In relation to each change contemplated by Clause 2.2(a) to the Pre-IPO Form:
 - (i) the Supplier will explain to the Recipient the impact of the change on the Recipient and the rationale for the change prior to its implementation (except for urgent changes, of which the Supplier will give prior Notice to the extent possible); and
 - (ii) the Supplier will use commercially reasonable efforts to mitigate any adverse effects on the Recipient of such change.
- (c) Alternatively, the Recipient may elect in response to a proposed change of the type contemplated by Clause 2.2(a) to maintain the Pre-IPO Form for that Transitional Arrangement, provided that Supplier may in such a case increase the Charges for that Transitional Arrangement to reflect the increased cost, if any, to the Supplier of maintaining that Pre-IPO Form in those circumstances.

2.3 Dependencies

- (a) The following are dependencies for the purpose of this Clause 2.3 (each, a **'Dependency'**) in relation to each Transitional Arrangement:
- (i) failure by the Recipient to comply with its obligations under this Agreement;
 - (ii) defects in the completeness, accuracy and quality of applicable information provided by or on behalf of the Recipient;
 - (iii) changes in the Applicable Laws (always subject to Clause 5.4);
 - (iv) any other dependencies mutually agreed in writing by the Parties;
 - (v) in relation to each GECC IT Application Service and GECC IT Support Service and specific to the Company or RFIH, as applicable, which is the Recipient of such GECC Transitional Arrangement:
 - (A) any configurations of or modifications to the Underlying System that are requested by the Company (for itself, or on behalf of RFIH, as applicable) from time to time, other than pursuant to (i) a Variation as per Clause 5, (ii) Clause 3.9(b), or (iii) the execution of an agreed Transition Plan;
 - (B) deficiency in the suitability, quality and/or performance of software or equipment provided by or on behalf of the Company or RFIH;
 - (C) the presence of viruses, trojan horses, worms or other disabling features in the Company's or RFIH's computing environment (other than any of the foregoing introduced by GECC or GECC contract partners in performing any GECC IT Application Service or GECC IT Support Service);
 - (D) any defects in the completeness, accuracy and quality of network links provided by third party vendors provided by or on behalf of the Company or RFIH;
 - (E) any re-deployment of Company or RFIH resources connected with data extraction or conversion requested by the Company or RFIH; or
 - (F) any modification by the Company or RFIH of any of its processes or information technology systems to the extent such modification impacts the provision of any GECC IT Application Service or GECC IT Support Service;
 - (vi) failure by the Recipient to provide the Supplier with access to its applicable systems to the extent and for the duration that is reasonably necessary to enable the Supplier to provide the relevant Transitional Arrangement;
 - (vii) if the Recipient enters into any agreement or arrangement that contemplates a change of Control of the Recipient excepting the relevant terms of the Transaction; and

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- (viii) any assignment by Company or RFIH pursuant to the second sentence of Clause 17.2(a).
 - (b) To the extent that the existence or occurrence of any such Dependency adversely affects the provision of any Transitional Arrangement or the performance of any obligation under the Transition Plan, the Supplier is suspended from, or where such effect cannot be cured, relieved of, its obligation to provide such affected Transitional Arrangement or perform such obligation under the Transition Plan (as applicable) but only:
 - (i) for that part of the Transitional Arrangement or Transition Plan (as applicable) adversely affected by the Dependency, and insofar as such effect prevents or limits the Supplier's ability to provide the Transitional Arrangement or Transition Plan;
 - (ii) for the duration of that effect or until a suitable workaround has been implemented; and
 - (iii) to the extent that the Supplier uses commercially reasonable efforts to mitigate the adverse effect, and gives the Recipient Notice of the adverse effect reasonably promptly after becoming aware of the Dependency and its adverse effect.
 - (c) Following the cessation of the effect of the Dependency, the Supplier shall as soon as practicable resume providing that part of the Transitional Arrangement or Transition Plan which was affected by the Dependency. If the applicable Dependency was the result of action or failure to take required action of the Recipient, then the Recipient shall bear any incremental costs and expenses of the Supplier arising from the resumption of provision of the applicable Transitional Arrangement.
 - (d) The Parties will propose and in good faith agree upon any steps to be taken under or in accordance with this Agreement in order to address each adverse effect of the type contemplated in Clause 2.3(b). In the event the Parties cannot agree upon steps to address an adverse effect, such disagreement shall be a Dispute subject to the dispute resolution procedures set forth in Clause 15.
 - (e) In the event the Recipient requests that the Supplier continue to provide a Transitional Arrangement (or portion thereof) or to perform an obligation under the Transition Plan that the Supplier is no longer obligated to provide or perform pursuant to Clause 2.3(b), then such request shall be treated as a proposal for a Variation under Clause 5.

2.4 General obligations of a Recipient

A Recipient must, in relation to a Transitional Arrangement:

- (a) comply with:
 - (i) any express conditions or requirements imposed on it under this Agreement in relation to each Transitional Arrangement or as specified in Schedule 1 or Schedule 2 (as applicable);
 - (ii) the reasonable directions of the Supplier as to the use of that Transitional Arrangement; and
 - (iii) all Applicable Laws in receiving each Transitional Arrangement and performing its obligations under this Agreement.

- (b) use each Transitional Arrangement in a reasonable and responsible manner;
- (c) use each Transitional Arrangement only for the benefit of the part of its Relevant Business for which it was used prior to the IPO, unless otherwise agreed by the Parties;
- (d) not use any Transitional Arrangement in a manner which materially and adversely affects the use of the relevant Transitional Arrangement by the Supplier and/or any of its Affiliates;
- (e) not use any Transitional Arrangement in breach of any Applicable Law;
- (f) in the case of any GECC IT Application Service and GECC IT Support Service:
 - (i) not architect its systems during the relevant Transition Period to be incompatible with that GECC IT Application Service or that GECC IT Support Service (as applicable); and
 - (ii) not tamper with, hinder the operation of, or make unauthorized modifications to, that GECC IT Application Service or that GECC IT Support Service (as applicable); and
- (g) comply with the terms of any third party agreement, approval or consent with or between the Supplier or its Affiliates and that third party under which the Supplier provides that Transitional Arrangement, other than terms that require the payment of fees, as if it was a party to that agreement but only if the Recipient has been given Notice of those terms prior to the IPO.

2.5 Changes to systems of the Recipient that impact a Transitional Arrangement

If a Recipient proposes to modify any of its processes or information technology systems and such modification impacts the provision of any Transitional Arrangement by a Supplier, the Recipient must either:

- (a) accept that it may not receive the full benefit of any affected Transitional Arrangement because of such modifications; or
- (b) seek a Variation to any relevant Transitional Arrangement under Clause 5.

2.6 Third party and Government Authority approvals

- (a) To the extent that the provision of any Transitional Arrangement is expressly said in Schedule 1 or Schedule 2 (as applicable) to require the prior agreement of any third party or to be “subject to third party consent” or “subject to Government Authority approval”:
 - (i) the Supplier’s obligation to provide that Transitional Arrangement is conditional upon that agreement, approval or consent being given by the relevant third party or Government Authority; and
 - (ii) the Supplier will use commercially reasonable efforts to procure the relevant agreement, approval or consent.
- (b) Should the relevant Supplier despite its commercially reasonable efforts not obtain a third party’s or Government Authority’s agreement, approval or consent contemplated in Clause 2.6(a):

- (i) the Supplier's obligation to provide and the Recipient's obligation to pay the Charges for that Transitional Arrangement will cease; and
 - (ii) either the Supplier or the Recipient may refer the matter to the Steering Committee for discussion.
- (c) "[C]ommercially reasonable efforts" in Clause 2.6(a)(ii) does not extend to paying additional license fees or other amounts to procure the third party's or Government Authority's agreement, consent or approval, except to the extent the Recipient has agreed to cover such additional costs.

2.7 Special rules for Vision+

- (a) Notwithstanding any other provision of this Agreement, and without limiting the generality of other provisions relating to software or GECC IT Application Services:
- (i) the Company will neither access nor use nor purport to grant to any third party any access or use of the source code for the "Vision+" software application (including all associated modules);
 - (ii) the Company has no right under this Agreement to use the "Vision+" software application (including all associated modules) after the Transition Period for the Vision+ IT Application Service ends; and
 - (iii) the Company acknowledges and agrees that GECC is under no obligation under this Agreement or otherwise to agree to a Variation that varies the principles in (i) and (ii).
- (b) GECC will not be obliged under the Vision+ IT Application Service to perform any development or modification to the Vision+ application or its hosting environment which, in the reasonable opinion of GECC, would constitute a breach of GECC's agreement with First Data International ("Paysys") in relation to the "Vision+" software modules, or infringe the Intellectual Property rights of any third party.
- (c) Each Recipient of a GECC IT Application Service agrees that:
- (i) it shall have no right to direct the manner in which or the standard to which the source code of the "Vision+" software is to be modified in order to effect any development and modification referred to in the Vision+ IT Application Service description in Schedule 1; and
 - (ii) all requests for modification to the source code or the "Vision+" software made under the Vision+ IT Application Service (other than those Vision+ projects listed in the Service's description in Schedule 1, which commenced prior to the date hereof) will be submitted to GECC's existing Vision+ Change Control Board, which:
 - (A) will use commercially reasonable efforts to keep the Recipient up-to-date with the proposed timings for any operational releases of modifications or developments to the "Vision+" software across GECC and GECC's Affiliates;

- (B) will review all developments and modifications to ensure compliance with the standards adopted for developments and modifications to the “Vision+” software across GECC and GECC’s Affiliates; and
 - (C) will coordinate the timing of the operational release of any such modifications with the release of modifications and developments to the “Vision+” software across GECC and GECC’s Affiliates.
- (d) The Parties will cooperate and use good faith efforts to negotiate a separate and direct arrangement between Company and Paysys (to be effective prior to the expiration of the Transition Period applicable to the Vision + IT Access Right) for Company to have broader rights with respect to the Vision+ software application than those provided herein. The provisions of this Clause 2.7 shall be subject to any such arrangement.

2.8 Rectification

Subject to the requirements of Schedule 7 for those Transitional Arrangements expressly identified in Schedule 1, if a Supplier’s performance of a Transitional Arrangement is not in compliance with the requirements of Clause 2.1 the Supplier shall as soon as (i) possible in case of non-compliances having a material operational impact, and (ii) practicable in case of other non-compliances, rectify the non-compliance and subsequently perform such Transitional Arrangements to the requirements of Clause 2.1 at no extra charge and shall be liable for any losses caused by the non-compliance, subject to the exclusions and limitations set forth in Clause 12. A Supplier’s obligation to rectify shall be suspended if, to the extent and as long as, caused by a Dependency, as set out in more detail in Clause 2.3(b) and, for the avoidance of doubt, subject also to Section 13.

2.9 Existing TSA Obligations

The Parties understand and agree that the Company has been performing, on behalf of GECC under the Transition Services Agreement, dated as of March 28, 2008 between GECC and American Express Travel Related Services Company, as amended pursuant to Amendment No. 3 to Transition Services Agreement, dated as of September 22, 2009 (“Amendment No. 3” and together with the Transition Services Agreement the “**AMEX TSA**”), the obligations with respect to transition service #99 under Sections 3 through 8 of Amendment No. 3 (“**#99 Service**”). The Company hereby agrees, as of the IPO Date, to (i) punctually perform and discharge in accordance with the terms of the AMEX TSA, as a subcontractor of GECC and for the benefit of American Express Travel Related Services Company, the obligations of GECC under the AMEX TSA with respect to the #99 Service as set forth in the AMEX TSA, provided that the Company shall be entitled to any and all rights and payments in respect of the Company’s performance of such obligations under the AMEX TSA, in each case, in accordance with the terms and conditions of the AMEX TSA, and (ii) indemnify, defend and hold harmless GECC and its Affiliates and their respective Representatives from and against any and all Losses (as defined in the AMEX TSA) suffered by or Claims against GECC and its Affiliates and their respective Representatives under the AMEX TSA in respect of the Company’s performance or discharge of any such obligation.

2.10 Post-IPO Screening Tests

Each Party acknowledges and agrees that from and after the IPO Date, such Party will continue to conduct its respective screening tests of employees in the ordinary course of business consistent with such Party’s past practices, including personnel providing Transitional Arrangements under this Agreement, except for such additional screening tests as may be required by a Government Authority with regulatory authority over the Party or to comply with Applicable Law.

2.11 Joint and Several Liability

Each Party acknowledges and agrees that the Company and RFIH shall be jointly and severally liable for any and all obligations of such parties under this Agreement.

3. Security, including access to systems

3.1 Applies to GECC Transitional Services

This Clause 3 applies to GECC Transitional Arrangements only.

3.2 General Obligations

The Parties shall be responsible for implementing, maintaining, verifying and updating such technical and organizational measures as part of the Transitional Arrangements agreed by the Parties in Schedule 1 and Schedule 2, respectively, to prevent, promptly detect and promptly notify any other Party of and remedy unwanted or unauthorized loss, access, corruption or processing of data and interruption, loss or limitation of Transitional Arrangements, including regular and tested backup procedures and measures utilizing proven current technology agreed by the Parties for data security, disaster recovery and business continuity. The Parties shall reasonably cooperate consistent with the requirements of Clauses 6 and 7 so as to permit any other Party to be able to itself (or via engaging a third party service provider subject to the provisions of Clause 11) continue properly performing the functions outsourced to GECC, the Company or RFIH, as applicable should GECC, the Company or RFIH, itself, no longer provide some or all applicable Transitional Arrangements.

3.3 Access to systems

- (a) GECC must provide to the Company, and, under the Company's supervision, to RFIH and other Affiliates of the Company, and to any applicable Governmental Authority that requires such access in connection with its regulatory or supervisory oversight of the Company and its Affiliates, access to its Underlying Systems solely, in the case of the Company and its Affiliates, to the extent and for the duration that such access is reasonably necessary to enable the Company, RFIH, or such other Affiliate to access and use the relevant GECC IT Application Service or GECC IT Support Service, and subject to reasonable access restrictions imposed by GECC that are consistent with the Company, RFIH, and other Affiliates of Company, no longer being Affiliates of GECC (e.g., if any Company IT person has root access to GECC devices prior to the IPO Date, that access may be revoked after the IPO Date).
- (b) The Company and RFIH, as applicable, must provide to GECC and, under GECC's supervision, to Affiliates of GECC, and to any applicable Governmental Authority that requires such access in connection with its regulatory or supervisory oversight of GECC and its Affiliates, access to the Company's applicable systems solely, in the case of GECC and its Affiliates, to the extent and for the duration that such access is reasonably necessary to enable GECC to supply each GECC IT Application Service and GECC IT Support Service in accordance with this Agreement. Any such access shall be subject to reasonable access restrictions imposed by the Company that are consistent with the Company's security procedures and protocols and/or regulatory requirements.
- (c) GECC may, without breaching this Clause 3.3, require the Company and RFIH, as applicable, to install, host and use security software (for example, VPN software) to enable the access referred to in this Clause.

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- (d) GECC must provide the applicable Government Authority with supervised read-only access to its Underlying Systems to the extent:
 - (i) requested by such Governmental Authority;
 - (ii) required by Applicable Law in connection with the provision of any GECC Transitional Arrangement; and
 - (iii) the Company has provided GECC Notice of such proposed inspection as soon as practicable upon becoming aware of it to the extent permitted by Applicable Law.
 - (e) Furthermore:
 - (i) the Company will give GECC Notice of any communications between the Company or RFIH and a Government Authority relating to any such access in respect of the relevant Transitional Arrangement; and
 - (ii) the Company and RFIH will allow GECC to review and comment on any such communications from the Company or RFIH before they are made (and the Company and RFIH will consider in good faith all comments reasonably proposed by GECC),
in each case to the extent permitted by Applicable Law.

3.4 Security in general

Each Party must maintain security procedures and protocols designed to protect its systems from unauthorized access by third parties:

- (a) subject to Clause 3.4(b), to the same extent and to the same level as were generally in place for the relevant system immediately prior to the IPO taking into account any changes in form due to this Agreement; and
- (b) as upgraded by or on behalf of a Party from time to time (provided that such upgrade will not unreasonably interfere with the provision of any Transitional Arrangement hereunder) and notified to any other Party.

3.5 Access Security

- (a) Subject to Schedule 1, the Party providing the access in the manner contemplated by Clause 3.3 (“**Access Provider**”) will provide to any other Party, or, through the Party, to an Affiliate of such Party, as applicable (“**Accessing Party**”) such information, including network addresses, user logins, passwords, alarm codes and access cards (“**Access Codes**”) as reasonably required to permit the rights of access described in Clause 3.3 to those of the Accessing Party’s employees who customarily had such access reasonably prior to the IPO, and may alter any and all of the Access Codes by Notice where it considers that to be reasonably necessary in the interests of security; provided that each of GECC and the Company, as applicable, shall coordinate any such access for an Accessing Party with the Access Provider.
- (b) Each Accessing Party must take, and must ensure that its Representatives take, all necessary precautions to keep the Access Codes confidential and must only disclose the Access Codes to those of the Accessing Party’s Representatives who need to know the Access Codes for the

purposes of their employment or engagement, or for the purposes of transition, on a confidential basis, will, as promptly as reasonably practicable, terminate such access upon termination of such employment or disengagement, and further will store the Access Codes and any records of the Access Codes securely.

- (c) If an Accessing Party becomes aware, or reasonably suspects, that:
 - (i) there has been a breach or potential breach of the security of any of the information technology systems of an Access Provider;
 - (ii) any access or Access Code granted by an Access Provider to the Accessing Party under Clause 3.3 should be denied or revoked, including where any relevant Representatives of the Accessing Party cease employment therewith; or
 - (iii) any Access Codes have been inappropriately disclosed to a third party,
the Accessing Party must promptly give the Access Provider Notice of that fact or suspicion, together with reasonable details thereof.

3.6 Compliance with directions, policies and procedures

Each Accessing Party must comply with, and ensure that its Representatives are aware of and comply with, all reasonable directions, policies and procedures of each Access Provider, provided that to the extent that the Access Provider imposes any additional conditions on any Accessing Party which are not generally applied by the Access Provider to its own Representatives in connection with their access to such systems, such additional conditions must not materially prejudice the ability of the Accessing Party to exercise its rights or perform its obligations under this Agreement.

3.7 No damage to systems

The Accessing Party must not, and must ensure that its Representatives do not, damage, interrupt or compromise the security, operation or integrity of, or cause any deterioration other than normal wear and tear to, the systems which are the subject of a right of access granted under Clause 3.3 or corrupt, damage or lose any information stored thereon or transmitted thereby. Additionally, each Accessing Party must take reasonable measures consistent with best practices in the industry in which the Parties operate their respective businesses, to prevent the introduction of any virus or malware into the Access Provider's systems.

3.8 Revocation of access

The Access Provider may, by Notice to any Accessing Party, deny or revoke access granted under Clause 3.3 in respect of any Accessing Party's Representative where:

- (a) the Access Provider has reasonable grounds for denying or revoking such access; and
- (b) the Access Provider gives the Accessing Party a reasonable period of Notice before revoking that access, specifying those grounds, and the grounds remain unresolved after that reasonable period (except if the potential threat to Access Provider's Underlying Systems is imminent or significant, in which case the denial or revocation can be immediate).

Without limiting the foregoing, access may be denied to any Accessing Party or to any one or more Representatives of any Accessing Party where that Accessing Party and/or any of its Representatives have:

- (i) breached the Accessing Party's applicable obligations under this Agreement, or otherwise committed, in connection with such access, a breach of an Applicable Law or infringed the rights of a third party (including by way of a breach of the underlying third party license or contract for the relevant GECC Transitional Arrangement) provided that the Accessing Party has been given Notice of the term or terms which it has infringed and failed to remedy the infringement within a reasonable period as stated in the Notice, only insofar as a period for remedy has been granted;
- (ii) failed to comply with any directions, policies and/or procedures of the Access Provider pursuant to Clause 3.6 of this Agreement; or
- (iii) breached Clause 3.7 of this Agreement.

An Accessing Party must not, and must ensure that its Representatives do not, allow any person access to the facilities, systems, environment or data of the Access Provider if that person has been refused access by the Access Provider.

3.9 Data separation

- (a) GECC is under no obligation to separate or otherwise re-format any of the Company's or RFIH's data that is stored or processed in connection with each GECC IT Application Service and each GECC IT Support Service:
 - (i) in a different software instance than that used by GECC; or
 - (ii) on different hardware than that used by GECC,

except to the extent GECC is required by Clause 3.9(b), by Applicable Law or a Government Authority having regulatory authority over the Company or RFIH. For the avoidance of doubt, this does not limit the Company's or RFIH's rights under Clause 7.5.

- (b) GECC shall use commercially reasonable efforts, pursuant to the Transition Plan, to provide for the logical separation of the Company's or RFIH's data for each GECC IT Application Service that is designated as such in Schedule 1. For this purpose, "logical separation" means that:
 - (i) the Company's or RFIH's data is logically separated from other legal entities' data (e.g., in different database tables or logical partitions or marked with a corresponding identifier making it possible only for the Company or RFIH, as applicable, to access it); and
 - (ii) user access to the Company's or RFIH's data is restricted to the Company's or RFIH's Representatives, as applicable, and to relevant support persons from GECC, its Affiliates or their contractors.
- (c) Any request to separate or re-format, other than provided for in Clause 3.9(b) or required by Applicable Law or a Government Authority having regulatory authority over the Company or RFIH, will constitute a proposal for a Variation in Clause 5, and the provisions of Clause 5 of this Agreement shall apply accordingly. For the avoidance of doubt, this does not limit the Company's or RFIH's rights under Clause 7.5.

3.10 General restrictions

Subject to the terms of this Agreement:

- (a) the Company and RFIH must not, and must ensure that their respective Representatives do not, in respect of any GECC Transitional Arrangement, access, alter or attempt to alter the data or the configuration of the relevant Underlying Systems belonging to GECC or its Affiliates, or add new hardware or computer software to those systems, unless GECC gives its prior written consent, it being understood that such consent may not be unreasonably withheld and shall be granted in each case if access, alteration or addition are required for transition purposes or by Applicable Law;
- (b) GECC must not, and must ensure that its Representatives do not, access, alter or attempt to alter the Company's or RFIH's data or the configuration of the Company's or RFIH's systems or add new hardware or software to the Company's or RFIH's systems except:
 - (i) to the extent necessary to provide GECC Transitional Arrangements;
 - (ii) as required by Applicable Law;
 - (iii) as required by the terms of a relevant third party agreement, approval or consent of which the Company is given reasonable prior Notice;
 - (iv) as required by a Variation; or
 - (v) to provide any data export procedures that may be agreed among the Parties from time to time, but in any event subject to the restrictions as per Clause 11.

4. Facilities

Solely to the extent not otherwise treated in the sublease as set forth on Schedule 2.4(b)(ii) to the Master Agreement, the following provisions in this Clause 4 shall apply.

4.1 Access

- (a) Each Party hereby grants to the other Parties a limited license to use and access space at certain facilities and to continue to use certain equipment located at such facilities for:
 - (i) substantially the same purposes as used for that other Party's Relevant Business immediately prior to the IPO Date; and
 - (ii) the purpose of providing the Transitional Arrangements of which it is the Supplier.
- (b) The facilities and equipment referred to in Clause 4.1(a) to which:
 - (i) GECC grants the Company, its Affiliates and RFIH a license are listed in Schedule 3; and
 - (ii) the Company grants GECC and its Affiliates a license are listed in Schedule 4,(each being the granting Party's "**Facilities**").

- (c) The rights granted pursuant to this Clause 4.1 shall be in the nature of a license for those areas of the Facilities used by GECC, the Company, their Affiliates or RFIH, as applicable, prior to the date hereof and shall not create a leasehold (or right to grant a sublicense or sub-leasehold to any unaffiliated third party) or other estate or possessory rights in the Company, GECC or RFIH, or their respective Affiliates, Representatives, contractors, invitees or licensees, with respect to the applicable Facilities.
- (d) Each Party, or the landlord in respect of any third party lease, shall have reasonable access to their respective Facilities which are used by any other Party under this Clause 4.1, from time to time as reasonably necessary for the security and maintenance thereof in accordance with past practice and the terms of any third party lease agreement, if applicable.
- (e) The Supplier of a Transitional Arrangement shall afford the Recipient, following not less than ten (10) Business Days' prior Notice from the Recipient, reasonable access during normal business hours to the facilities, information, systems, infrastructure, and Representatives of the Supplier as reasonably necessary for the Recipient to verify the adequacy of internal controls over information technology, reporting of financial data and related processes employed in connection with that Transitional Arrangement, including in connection with verifying compliance with Section 404 of the Sarbanes-Oxley Act of 2002; provided, however, such access shall not unreasonably interfere with any of the business or operations of the Supplier or its Affiliates.

4.2 Ancillary services relating to Facilities

- (a) Each Party shall provide:
 - (i) heating, cooling, electricity and other utility services; and
 - (ii) other ancillary services such as reception, cleaning, maintenance, security and telephony services, and access to photocopiers and restroom facilities, for their respective Facilities substantially consistent with levels provided immediately prior to the IPO Date.
- (b) The ancillary services that each Party will provide under Clause 4.2(a) do not extend to:
 - (i) research and development services;
 - (ii) medical services;
 - (iii) in the case of security, security services in relation to the areas of the relevant Facility that are specific to that other Party (e.g., security passes that permit entrance to that Party-specific area); and
 - (iv) in the case of maintenance services, those services historically provided that are general in nature and within the scope of customary maintenance of ordinary wear and tear
- (c) In the event that any Party wishes to use any utility or service, the cost of which was not included in the base services provided by any Party immediately prior to the IPO Date (e.g., HVAC use outside of the normal business hours), the Party requesting such utility or service shall be solely responsible for the cost therefor.

4.3 Vacating Facilities

- (a) Each Party shall, and shall cause its respective Affiliates, Representatives, contractors, invitees or licensees to, vacate any other Party's Facilities at or prior to the earlier of:
 - (i) the expiration date relating to each Facility set forth in Schedule 3 and Schedule 4; and
 - (ii) the termination of this Agreement.
- (b) Such vacating Party shall deliver over to the other Parties or their Affiliates, as applicable, the Facilities in the same repair and condition as the same were in at the IPO Date, ordinary wear and tear excepted; provided, however that in the event that the third party lease for a Facility specifies otherwise, the Party vacating a Facility shall deliver over such Facility in such repair and condition (taking into account the date that the Party began its occupation of such Facility) as set forth in the third party lease.
- (c) Unless otherwise agreed by the Parties, notwithstanding the foregoing, GECC may terminate this Transitional Arrangement with respect to the Facility set forth on Schedule 5 at any time by providing the Company with ten (10) days prior notice but in no event shall the term of this Transitional Arrangement extend beyond December 31, 2014 with respect to the Facility set forth on Schedule 5.

4.4 Insurance

- (a) Each Party will, in relation to any other Party's Facilities that it uses under this Clause 4.4, maintain commercially appropriate and customary levels (in no event less than what is required by the landlord under the relevant lease agreement) of property and liability insurance in respect of those Facilities and that use.

4.5 Compliance

- (a) Each Party shall, and shall cause its Affiliates, Representatives, contractors, invitees and licensees to:
 - (i) comply with all Applicable Laws that relate to their use or occupation of any other Party's Facilities, including those relating to environmental and workplace safety matters;
 - (ii) comply with any other Party's applicable site rules, regulations, policies and procedures;
 - (iii) comply with any applicable requirements of any third party lease governing the relevant Facility; and
 - (iv) not make any material alterations or improvements to any other Party's Facilities except with the prior written approval of such other Party.

5. Variations

5.1 Variation Proposals

Any Party may propose, by Notice in substantially the same form as that set out in Schedule 5, a variation to or addition of a Transitional Arrangement (including changes to, or additions of, Service Levels, if applicable) (a “**Variation**”).

5.2 Good faith consideration to proposals

(a) Each Party will give any Variation proposed by any other Party good faith consideration, and where applicable will use its commercially reasonable efforts to reach an agreement in relation to it, including those necessary to (A) accommodate a change in the Company’s business model, (B) support a disposition of a business or (C) meet applicable regulatory requirements, including changes in such requirements.

(b) In any event, if the Company identifies a service after the IPO that:

- (i) was provided by GECC or its Affiliates to the Company or RFIH in the twelve (12) months prior to the IPO,
- (ii) either was not identified in Schedule 1, or, where identified, not identified in the form as it was originally provided by GECC or its Affiliates to the Company or RFIH in the twelve (12) months prior to the IPO, and
- (iii) is not listed on Schedule 6 and is not, by its nature or the manner in which it is provided, intended only for a Recipient which is still an Affiliate of GECC,

then GECC will not refuse to agree to any corresponding Variation reasonably proposed by the Company for GECC to supply that service as a Transitional Arrangement, insofar as the provision of such service by GECC to the Company is possible and the provision of such services is permitted under the agreements GECC directly or indirectly maintains with third parties for the provision of such service, as applicable, and the Company is willing to pay the resulting costs or increase in costs as part of the Charges.

(c) In any event, if GECC identifies a service after the IPO that:

- (i) was provided by the Company or its Affiliates to GECC in the twelve (12) months prior to the IPO,
- (ii) either was not identified in Schedule 2, or, where identified, not identified in the form as it was originally provided by the Company or its Affiliates to GECC in the twelve (12) months prior to the IPO, and
- (iii) is not listed on Schedule 6 and is not, by its nature or the manner in which it is provided, intended only for a Recipient which is still an Affiliate of the Company,

then the Company and RFIH will not refuse to agree to any corresponding Variation reasonably proposed by GECC for the Company or RFIH to supply that service as a Transitional Arrangement, insofar as the provision of such service by the Company or RFIH, as applicable, to GECC is possible and the provision of such services is permitted under the agreements the Company or RFIH directly or indirectly maintains with third parties for the provision of such service, as applicable, and GECC is willing to pay the resulting costs or increase in costs as part of the Charges.

(d) Subject to Clause 5.2(a), the Parties acknowledge that:

- (i) no Party is obliged to agree to a Variation proposed by any other Party and, in particular, that each Party has no obligation to agree to a proposed Variation by which that Party would be involved in a breach of a third party contract; and
- (ii) where a Recipient proposes a Variation to any Transitional Arrangement, the Supplier may make its agreement to the proposed Variation subject to a reasonable increase in the applicable Charge for the affected Transitional Arrangement (such reasonable increases will always include any charges imposed on the Supplier by a third party in connection with the Variation).

5.3 Giving effect to a Variation

If the Parties agree in writing to a Variation proposal under Clause 5.1, the relevant Schedule will be deemed to be amended accordingly. No Variations will take effect unless and until they are agreed in writing among the Parties. Until such time as a Variation is agreed in writing, the Supplier will continue to perform the Transitional Arrangement and be paid as if such Variation had not been recommended or requested.

5.4 Variations required by law

Where the Recipient gives the Supplier Notice that a Variation is required or recommended by a Government Authority or required under Applicable Law (**Regulatory Variation**), the provisions of Clause 5.2 shall apply with the following modifications:

- (a) the Supplier shall be obliged to perform the Regulatory Variation for the Recipient provided that the Recipient agrees to:
 - (i) the Charges proposed by the Supplier, calculated by the Supplier in a manner consistent with the principle in Clause 5.2(d)(ii); and
 - (ii) the timeframe for completion proposed by the Supplier in respect of the Regulatory Variation, calculated by the Supplier having regard to the timeframe required by the relevant Government Authority or Applicable Law; and
- (b) if the Recipient does not agree to the Charges and the timeframe proposed by the Supplier under Clause 5.4(a), then such disagreement will constitute a Dependency that adversely affects the Transitional Arrangement that is affected by the Regulatory Variation.

6. Governance Framework

6.1 Overview

The governance structure for the Transitional Arrangements and any issues arising out of this Agreement is set out in this Clause 6, and GECC and the Company will appoint representatives to give effect to that governance structure.

6.2 Services Managers

- (a) GECC will designate a dedicated services manager (the “**GECC Services Manager**”) who will be directly responsible for coordinating and managing the delivery of the GECC Transitional Arrangements and will have authority to act on GECC’s behalf with respect to the Transitional Arrangements. The GECC Services Manager will work with the Company Services Manager to address the Company’s issues and the Parties’ relationship under this Agreement.
- (b) The Company (for itself and on behalf of RFIH) will designate a dedicated services manager (the “**Company Services Manager**” and, with the GECC Services Manager, the “**Services Managers**”) who will be directly responsible for coordinating and managing the delivery of the Company Transitional Arrangements by the Company and RFIH and will have authority to act on the Company’s and RFIH’s behalf with respect to the Transitional Arrangements. The Company Services Manager will work with the GECC Services Manager to address GECC’s issues and the Parties’ relationship under this Agreement.

6.3 Steering Committee

Each of GECC and the Company will establish a steering committee (“**Steering Committee**”), which will be made up of two (2) Representatives with decision-making authority from the Company and two (2) Representatives with decision-making authority from GECC, provided that the Services Managers shall attend the Steering Committee meetings and shall advise the Steering Committee regarding their ongoing coordination and management of the Transitional Arrangements, as *ex officio* members of the Steering Committee. RFIH acknowledges that appointments to the Steering Committee under this Clause 6.3 will be made by Company in its discretion, and that such Company Steering Committee Representatives will act in the interests of Company and RFIH. The Steering Committee is responsible for:

- (a) monitoring and managing any issues arising from this Agreement and the Transitional Arrangements;
- (b) overseeing the provision of the Transitional Arrangements, including the Parties’ progress in relation to current projects and their respective Transition Plans;
- (c) monitoring the performance of the Transitional Arrangements, including reporting, monitoring and management of Service Levels set forth in Schedule 7;
- (d) monitoring the progress of Licensee’s cessation of use of the Licensed Marks (as such terms are defined in the Transitional Trademark License Agreement) pursuant to Section 4.A of the Transitional Trademark License Agreement within the time periods set forth in Exhibit D thereof; and
- (e) to the extent not resolved through discussions between the GECC Services Manager and the Company Services Manager, facilitating the resolution of Disputes arising out of this Agreement in the manner contemplated by Clause 6.6(d).

6.4 Initial Representatives

Each of GECC and the Company will appoint its initial Representatives to the Steering Committee within ten (10) days after the IPO Date. When GECC and the Company have each made these initial appointments, the Steering Committee will be formed.

6.5 Replacement of a Steering Committee member

If GECC or the Company wishes to replace its Representative on the Steering Committee or if such Party's Representative on the Steering Committee is unable to perform its duties for any prolonged period or if that Representative is no longer employed by such Party, then such Party will:

- (a) replace that Representative with another suitably qualified and experienced Representative as soon as practicable; and
- (b) give Notice of the details of the replacement Representative to the other Parties within five (5) Business Days of that appointment.

6.6 Meetings of the Steering Committee

- (a) Meetings of the Steering Committee shall be conducted in person or through telephone conference and, subject to Clause 6.6(b) below, shall take place at least once in every thirty (30) days.
- (b) The first meeting of the Steering Committee shall take place no later than forty-five (45) days after the IPO Date.
- (c) There will be a standing agenda for each Steering Committee meeting, which will be updated from time to time.
- (d) The Steering Committee shall hold a meeting within five (5) Business Days of receiving a request by either of the Parties or either of the Services Managers to discuss a Dispute and shall use its commercially reasonable efforts to bring about a resolution to the Dispute, including in relation to Disputed invoices.
- (e) Any meeting at which at least one (1) of the Company's Representatives and one (1) of GECC's Representatives are present shall constitute a meeting of the Steering Committee for purposes of satisfying the meeting requirements of the Steering Committee set forth herein.

6.7 Powers of the Steering Committee

The Steering Committee is a vehicle for discussion. Except as expressly set out in Clauses 6.3 and 7, it has no legal powers or obligations. Accordingly, the Steering Committee is not entitled to agree to a Variation, or otherwise agree to a change to this Agreement. All such Variations or changes must be performed in accordance with Clauses 5 and 17.5 (as appropriate).

6.8 Executive Sponsor

Each of GECC and the Company shall, within ten (10) days after the IPO Date, appoint a person to be its executive sponsor ("**Executive Sponsor**") and give the other Party Notice of such appointment in accordance with Clause 14. The Executive Sponsors shall be responsible for meeting to resolve escalated Disputes under Clause 15.2, and for any other functions agreed between such Parties from time to time.

7. Transition Plan(s)

7.1 Each of GECC and the Company to prepare and share the Transition Plans

Within sixty (60) days after the Signing Date, each of GECC's and the Company's Representatives on the Steering Committee shall deliver to the other applicable Party's Representatives on that committee a written plan (each a, "**Transition Plan**") setting out:

- (a) the steps that the first-mentioned Party will take to transfer each Transitional Arrangement, of which it is the Recipient, to a Successor Provider;
- (b) any inter-dependency between those steps and the other Party's supply obligations in relation to those Transitional Arrangements, including any projects added by way of Variation; and
- (c) any additional and reasonable Transition Assistance that the first-mentioned Party requires from any other Party as per Clause 7.5.

7.2 Level of detail in Transition Plan

Each of GECC's and the Company's Transition Plan shall:

- (a) not be inconsistent with the terms of this Agreement (including the description in the Schedule of the Transitional Arrangements of which it is the Recipient);
- (b) be reasonably detailed; and
- (c) show the timetable and principal steps such Party will execute in order to reduce and ultimately end such Party's requirements for those Transitional Arrangements.

7.3 Locking down the Transition Plan

Each of GECC and the Company shall review and evaluate the other Party's Transition Plan, and then in the course of Steering Committee meetings:

- (a) give the other Party any reasonable recommendations it has to smooth the transition of the relevant Transitional Arrangements to the relevant Successor Providers;
- (b) discuss in good faith those recommendations, and any Variations that are required to give effect to them; and
- (c) act reasonably to reach an agreement with respect to the Transition Plans.

7.4 Executing the Transition Plan

Each of the Parties shall perform its agreed obligations under the Transition Plans, subject to Clauses 7.5, 7.6 and 7.10.

7.5 Transition Assistance

- (a) Each Party shall, when agreeing on and implementing the Transition Plans, use commercially reasonable efforts to provide any other Party with any reasonably requested assistance with regard to such other Party's efforts to prepare and execute the transfer of the Transitional Arrangements (and related data) to a Successor Provider, such as:
 - (i) assistance in identifying any additional information and activities, other than those listed in the Party's Transition Plan, that are needed to smoothly transfer the Transitional Arrangements to the relevant Successor Providers; and

(ii) the provision of data of any other Party and related information in such form, frequency and quantity for conversion, migration and testing by such other Party as shall be agreed upon by the Parties in one or more written statements of work, taking into account the purpose of the Transitional Arrangement and the Transition Plans,

but only to the extent the Party providing such assistance has the rights to provide, and is compensated for, such assistance.

(b) GECC shall further provide the Company and RFIH any assistance reasonably requested by the Company in negotiating with the relevant third party providers the transitioning out, termination or independent continuation of those IT-services and other services that

(i) the Company or RFIH, as applicable, as of the IPO Date procures or receives from third party providers under local arrangements (such as, without limitation, local services agreements, adoption agreements, joinder agreements, local schedules) to a global agreement (such as, without limitation, master agreements, umbrella agreements, global group agreements) that has been entered into by GECC or an Affiliate of GECC and which local arrangement needs to be amended or terminated as result of the Company or RFIH no longer being an Affiliate of GECC; and

(ii) are not part of the Transitional Arrangements,

it being understood that GECC shall be under no obligation to provide such services, accept any disadvantages under its own agreements and licenses with such third party providers or any liability or obligation vis-a-vis such third party providers with regard to the Company or RFIH following the IPO Date.

(a) and (b) together the “**Transition Assistance**”

(c) Any Transition Assistance of a Party to any other Party shall:

(i) be limited to assistance that is not reasonably available on the market from other sources;

(ii) be subject to any contractual or legal obligations and restrictions on the part of the Party requested to provide such assistance (e.g., restrictions under its own license contracts);

(iii) not require a Party to change the manner in which it provides its Transitional Arrangements, unless such change is agreed among the Parties; and

(iv) be fully compensated by the Party requesting such assistance as per Clause 8.1.

7.6 Adjusting the Transition Plan and Transition Periods

Each of GECC and the Company may, in the course of the Steering Committee meetings, propose to adjust its Transition Plan from time to time. Any such adjustment will be subject to GECC and the Company’s agreement, such agreement not to be unreasonably withheld or delayed.

It is thereby understood among the Parties that if there are delays in the implementation of the Transition Plans, the Transition Periods may need to be extended for legal or operational reasons. GECC shall not refuse a reasonable request for an extension by the Company, unless there are compelling reasons to do so, such as that the extension is not permitted under the agreement GECC

directly or indirectly maintains with third parties for the provision of the service or access right at issue (in which case the Parties shall in good faith cooperate to find, agree on and implement a workaround or alternative solution; such cooperation shall include providing corresponding Transition Assistance). The extension of a Transition Period shall be handled, and be subject to the same governing provisions, as are adjustments of Transition Plans. The Company shall pay as part of the Charges the resulting costs and increase in costs due to an extension.

7.7 Monitoring the progress of the Transition Plan

At each meeting of the Steering Committee, the Steering Committee will discuss the implementation of each Party's Transition Plan. To the extent that a delay occurs in the implementation of a Party's Transition Plan, the members of the Steering Committee shall discuss and agree in good faith and act reasonably with respect to appropriate steps to be taken by the Parties to address the delay and the responsibility for any related costs.

7.8 Failure to perform under GECC's or the Company's Transition Plan

To the extent that:

- (a) a Party fails to meet any of its obligations under any other Party's Transition Plan; and
 - (b) that failure prevents the migration by any other Party of a Transitional Arrangement by the end of the relevant Transition Period,
- then:
- (c) such other Party will give the first-mentioned Party Notice as soon as reasonably practicable of that failure, and of any potential delay to migration that failure may cause and of which such other Party is then aware;
 - (d) such other Party will use commercially reasonable efforts to mitigate any such failure or make up time lost as a result; and
 - (e) subject to Clause 2.8, the Transition Period for that Transitional Arrangement shall be extended for a period such Parties agree, acting reasonably, that is proportionate to the impact of the first-mentioned Party's failure.

7.9 Dispute in relation to extension

If the Parties cannot reach agreement as to whether and for how long a Transition Period should be extended under Clause 7.8(e), the Parties may initiate the Dispute resolution procedure set out in Clause 15.

7.10 Each of GECC's and the Company's Transition Plan is its own responsibility

Each Party acknowledges that its Transition Plan is its own responsibility, notwithstanding any recommendations or agreement provided by or on behalf of any other Party under this Clause 7 in relation to that Transition Plan. Accordingly, in relation to each Party's Transition Plan:

- (a) the other Parties will have no liability, and makes no warranties, in relation to any recommendations that it gives in good faith in relation to that Transition Plan; and

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- (b) the remedy set out in Clause 7.8 is a Party's sole remedy in relation to a failure by any other Party to comply with any obligation in such Transition Plan that is not otherwise provided for in this Agreement.

8. Charges

8.1 General

- (a) The Company or RFIH, as applicable, must pay the Charges set out in Schedule 1 for each GECC Transitional Arrangement and other charges agreed herein, in particular as per Clause 2.6(c), as and when they fall due, subject to any Service Level Credits which may be applicable pursuant to Schedule 7. Additionally, the Company or RFIH, as applicable, shall pay GECC for any Transition Assistance provided on such basis as may be agreed upon in the relevant statement of work therefor.
- (b) GECC must pay the Charges set out in Schedule 2 for each Company Transitional Arrangement as and when they fall due. Additionally, GECC shall pay the Company for any Transition Assistance provided on such basis as may be agreed upon in the relevant statement of work therefor.

8.2 Invoicing for and payment of Charges

Unless otherwise agreed in writing among the Parties, the Supplier of each Transitional Arrangement:

- (a) may invoice (in one or more invoices) the Charges to which it is entitled under this Clause 8 at the end of each Invoicing Period in arrears, subject to any Service Level Credits which may be applicable pursuant to Schedule 7; and
- (b) a Recipient must pay the Charges which are properly chargeable and due under this Agreement invoiced to it from time to time by the relevant Supplier pursuant to Clause 8.2(a) above:
 - (i) within thirty (30) days of receipt of the invoice;
 - (ii) without set-off, subject to Clause 8.6;
 - (iii) in U.S. Dollars; and
 - (iv) by wire transfer of immediately available funds to the account or accounts designated by the relevant Supplier in writing.

8.3 Default Interest

Default interest will be payable by the Recipient at a default interest rate of two per cent per annum above the Interest Rate on any unpaid Charges for a Transitional Arrangement provided to that Recipient from the date on which that unpaid amount falls due until payment of that amount is made in full, except to the extent the Recipient promptly raises a bona fide Dispute under Clause 15 in relation to the amount of those Charges.

8.4 Late invoicing

Any failure on the part of a Supplier or a relevant vendor to invoice a Recipient for any Charges within the timeframe specified in this Agreement will not release or qualify the obligation of the Recipient to pay those invoices when they are issued.

8.5 Taxes

(a) Sales tax or other transfer taxes

The Recipient shall bear any and all sales, use, transaction and transfer taxes and other similar charges (and any related interest and penalties) imposed on, or payable with respect to, any Charges, payable by the Recipient pursuant to this Agreement.

(b) Withholding tax or other similar taxes

If any withholding or deduction from any payment under this Agreement by a Recipient in relation to any Transitional Arrangement is required in respect of any taxes pursuant to any Applicable Law, the Recipient will:

- (i) gross up the amount payable such that the Supplier receives an amount equal to the amount of the Charges in respect of that Transitional Arrangement, net of the withholding or deduction;
- (ii) deduct such tax from the amount payable to the Supplier;
- (iii) pay the deducted amount referred to in Clause 8.5(b)(ii) above to the relevant taxing authority; and
- (iv) promptly forward to the Supplier a withholding tax certificate evidencing that payment.

(c) Cooperation

The Recipient and the Supplier will take reasonable steps to cooperate to minimize the imposition of and the amount of taxes described in this Clause 8.5.

8.6 Disputed invoices

In the event of a bona fide Dispute regarding any invoice or other request for payment, the Recipient will immediately give the Supplier Notice in writing and GECC and the Company will attempt to resolve promptly and in good faith any Dispute regarding amounts owed in accordance with Clauses 6.6(d) and 15. Disputed portions will be set aside until resolved in accordance with those Clauses but undisputed amounts will be paid on or before the due date as set out in Clause 8.2 above.

9. Agreement Term, Transition Period and Termination

9.1 Agreement Term

This Agreement:

- (a) shall become effective on the IPO Date; and

- (b) continues until the termination or expiry of all Transitional Arrangements, unless terminated earlier in accordance with the terms of this Agreement (the “**Agreement Term**”); provided, however, that the Steering Committee shall continue to meet under Clause 6 hereof until such time as its obligations under Clause 6.3(d) hereof and Section 4.A of the Transitional Trademark License Agreement have been satisfied.

9.2 Extension of Transition Period

- (a) Upon Notice from the Recipient to the Supplier at least sixty (60) days prior to the expiry of the Transition Period for any Transitional Arrangement, the Supplier shall meet with the Recipient in the Steering Committee or otherwise to discuss and, if applicable, agree upon:
 - (i) whether that Transition Period will be extended; and
 - (ii) the terms of that extension, including the Charges during, and the period of, that proposed extension.
- (b) References in this Agreement to a Transition Period are deemed to be references to that Transition Period as it may be extended under this Clause 9.2.
- (c) No Party is obliged to agree to extend a Transition Period under Clause 9.2(a); provided, that subject to any third party consent rights or the terms of any third-party agreements relied upon by the Supplier for the delivery of any such Transitional Arrangement, the Recipient, at its sole expense, shall have the right to extend the term of any Transitional Arrangement (i) for up to six (6) months or (ii) solely as necessary to meet a regulatory requirement imposed after the IPO Date by a Governmental Authority; provided, that no Transitional Arrangements may exceed the latter of (i) thirty-six (36) months in duration as measured from the IPO Date, or (ii) twenty-four (24) months in duration as measured from the Trigger Date.

9.3 Right to terminate a Transitional Arrangement for convenience

A Recipient may terminate a relevant Transitional Arrangement for convenience upon sixty (60) days’ Notice (or such other notice period applicable to such Transitional Arrangement if specified in either Schedule 1 or Schedule 2, as applicable) with no payment of fees and no payment of Charges, other than:

- (a) the payment of fees or Charges (each pro-rated as appropriate) for that Transitional Arrangement already provided to the Recipient as of the date of that termination; provided that fees that are prepaid by a Recipient shall not be returned to the Recipient; and
- (b) amounts that accrue only upon a termination or expiration of that Transitional Arrangement.

9.4 Right to terminate for breach

- (a) If a Party (“**Breaching Party**”) commits a material breach of this Agreement which is not remedied within thirty (30) days of the Breaching Party being issued a Notice by any other Party (“**Innocent Party**”):
 - (i) detailing the breach; and
 - (ii) expressly referencing this Clause 9.4,then, subject to Clause 9.4(d), the Innocent Party may terminate:
 - (iii) this Agreement;

- (iv) one or more Transitional Arrangements that Clause 1 otherwise requires the Innocent Party to provide to the Breaching Party, to the extent that the delivery of such Transitional Arrangement is adversely affected by such material breach; or
- (v) one or more Transitional Arrangements that Clause 1 otherwise requires the Breaching Party to provide to the Innocent Party, to the extent that the delivery of such Transitional Arrangement is adversely affected by such material breach.
- (b) If GECC becomes Insolvent, Company and RFIH acting together may jointly terminate this Agreement, but neither may severally terminate this Agreement; if either the Company or RFIH becomes insolvent, GECC may terminate this Agreement.
- (c) Any termination under this Clause 9.4 will be effected by the terminating Party delivering a Notice of termination to the other Parties. Such a Notice will take effect immediately unless otherwise expressly provided in its terms.
- (d) If GECC commits a material breach of this Agreement under Clause 9.4(a), Company and RFIH acting together may jointly terminate this Agreement, but neither may severally terminate this Agreement; if either the Company or RFIH commits a material breach of this Agreement under Clause 9.4(a), GECC may terminate this Agreement.

9.5 Regulatory termination of this Agreement

- (a) Upon 90 days' prior Notice or such shorter timeframe as required: (i) by a Government Authority with regulatory authority over the Company, RFIH or any Banking Recipient that is an Affiliate of the Company; or (ii) to comply with Applicable Law, the Company shall have a right to terminate this Agreement or any GECC Transitional Arrangement if directed in writing by a Government Authority with regulatory authority over the Company, RFIH or any Banking Recipient that is an Affiliate of the Company.
- (b) Upon 90 days' prior Notice or such shorter timeframe as required: (i) by a Government Authority with regulatory authority over GECC or any Banking Recipient that is an Affiliate of GECC; or (ii) to comply with Applicable Law, GECC shall have a right to terminate this Agreement or any Company Transitional Arrangement if directed in writing by a Government Authority with regulatory authority over GECC or any Banking Recipient that is an Affiliate of GECC.
- (c) In the event of a termination pursuant to this Clause 9.5, the Parties acknowledge and agree that the Transition Plans may not be fully implemented as of such termination, and no Party will have any obligation to assist in the execution of the other Parties' Transition Plan after such termination.

9.6 Effect of termination of a Transitional Arrangement

If any Transitional Arrangement is terminated in accordance with Clauses 9.4(a)(iv) or 9.4(a)(v):

- (a) the Supplier of that Transitional Arrangement:
 - (i) is not obliged to provide that Transitional Arrangement to the Recipient; and
 - (ii) is not entitled to invoice for that Transitional Arrangement, except in relation to services provided prior to termination or otherwise in accordance with Clause 9.3; and

- (b) the Supplier responsible for the provision of each of the remaining Transitional Arrangements that have not been terminated must continue to provide those Transitional Arrangements in accordance with Clause 1, except to the extent any such Transitional Arrangement's applicable Transition Period terminates, according to the relevant Schedule, upon the termination of the first-mentioned Transitional Arrangement.

9.7 Effect of termination of the Agreement

If this Agreement expires or is terminated for any reason:

- (a) the Supplier's obligations to provide any of the Transitional Arrangements under Clause 1 terminates; and
- (b) the termination or expiry does not affect:
 - (i) a Party's accrued rights and obligations under this Agreement as at the date of expiry or termination; or
 - (ii) the continued operation of provisions which by their nature survive termination or expiry, including but not limited to Clauses 9, 10, 11, 12, and 14 to 18, and this Clause 9.7.

10. Intellectual Property Rights, Ownership of Data

10.1 Post-IPO IP Rights

- (a) Ownership of any IP Right that is developed or generated: after the IPO Date, by or on behalf of any Party; and in connection with any Transitional Arrangement, will vest, as among the Parties, in the Supplier of that Transitional Arrangement except for deliverables created (i) solely and exclusively for, and delivered to, the Recipient but (ii) not to be used on Underlying Systems and (iii) in the case of the Recipient being the Company or RFIH not related to a GECC IT Access Right.
- (b) The ownership of any IP Right in deliverables created specifically for, and delivered to, the Recipient that are used on Underlying Systems will be licensed by the Supplier to the Company under the terms of the Intellectual Property Cross License Agreement (including, for the avoidance of doubt, only to the extent such intellectual property is used, held for use or contemplated to be used as of the IPO Date), provided such license is permitted under the terms of the applicable third party agreement(s). Such deliverables shall be listed on a schedule to the Intellectual Property Cross License Agreement, as such schedule may be amended from time to time in accordance with the Intellectual Property Cross License Agreement.

10.2 Ownership of IP Rights not affected by license grants

The Recipient of a Transitional Arrangement:

- (a) acknowledges that the Supplier's obligations under Clause 1 of this Agreement to provide that Transitional Arrangement does not affect ownership in any IP Rights used to provide such Transitional Arrangements; and
- (b) agrees that, in relation to each Transitional Arrangement of which it is the Recipient, unless otherwise agreed in writing between the Supplier and the Recipient:

- (i) it will not delete any identifying marks, copyright or proprietary rights notice from any copy of software that forms part of the relevant systems, applications or software or from any associated materials (for example, the Underlying System in the case of a GECC IT Application Service); and
- (ii) at the end of any Transitional Arrangement's Transition Period, it will promptly:
 - (A) to the extent that IP Rights vest in the Supplier by virtue of Clause 10.1, provide the Supplier a copy of any tangible embodiment of that IP Rights that is in the Recipient's possession or control; and
 - (B) thereafter delete or dispose of any software and material related to that Transitional Arrangement (but not data) at the end of the relevant Transitional Arrangement's Transition Period, and if requested by the Supplier, certify to the Supplier to that effect in writing.

10.3 Limited IP warranty and indemnity for the Recipient

- (a) The Supplier of each Transitional Arrangement represents and warrants to the Recipient that, subject to Clause 2.6:
 - (i) it is entitled to provide that Transitional Arrangement; and
 - (ii) that provision, and the Recipient's use of the Transitional Arrangement in accordance with this Agreement, will not infringe the IP Rights of any of the Supplier's third party licensors (for example, in the case where GECC is the Supplier, of the applicable Underlying Systems).
- (b) Subject to Clause 10.3(c), the Supplier of each Transitional Arrangement indemnifies the Recipient, and each of the Recipient's Affiliates who are so affected (together, the "**Recipient Indemnified Parties**"), against and from each Claim the Recipient Indemnified Parties may suffer or incur and reasonable costs and expenses (e.g., license fees for replacement software) incurred by the Recipient Indemnified Party, in each case, to the extent that each such Claim arises out of or in connection with:
 - (i) any alleged infringement by the Recipient Indemnified Parties of the IP Rights of any of the Supplier's third party licensors; and
 - (ii) the Recipient's use of the Transitional Arrangement.
- (c) The indemnity under Clause 10.3(b) will not apply unless:
 - (i) the Recipient as soon as practicable gives the Supplier Notice upon receipt of any such Claim;
 - (ii) the relevant Recipient Indemnified Party irrevocably grants the Supplier the right to conduct and/or defend the Claim as the Supplier in its absolute discretion sees fit;
 - (iii) the relevant Recipient Indemnified Party does not, without the prior written consent of the Supplier, admit liability or do or cause to be done anything which may prejudice or compromise the conduct or defence of the Claim by the Supplier;

- (iv) the relevant Recipient Indemnified Party gives the Supplier all information and assistance the Supplier may reasonably require in relation to the Claim;
- (v) the relevant Recipient Indemnified Party allows the Supplier, at the Supplier's option and expense, to obtain a license for or replace or modify the allegedly infringing part of the relevant Transitional Arrangement to avoid such Claim; provided, solely if such Transitional Arrangement is not the subject of an agreement between the Supplier and an unaffiliated third party, that any such replacement or modification does not materially adversely affect the Transitional Arrangement or the Recipient Indemnified Party's use thereof;
- (vi) the relevant Recipient Indemnified Party acts reasonably to mitigate any losses arising from the Claim; and
- (vii) the alleged infringement does not arise out of:
 - (A) the Recipient's breach of this Agreement or Applicable Law; or
 - (B) the Recipient's use of the Transitional Arrangement in a manner that is contrary to the Pre-IPO Form or beyond the Pre-IPO Volume.

10.4 Limited IP indemnity for the Supplier

- (a) Subject to Clause 10.4(b), the Recipient of each Transitional Arrangement indemnifies the Supplier, and each of the Supplier's Affiliates who are so affected (together, the "**Supplier Indemnified Parties**"), against and from:
 - (i) all Claims which the Supplier Indemnified Parties may suffer or incur; and
 - (ii) reasonable costs and expenses (e.g., license fees for replacement software) incurred by the Supplied Indemnified Parties, to the extent that each such Claim or cost arises out or in connection with:
 - (iii) a breach by the Recipient of its obligations under this Agreement, including under Clause 2.4(g) of this Agreement; and
 - (iv) an allegation by a third party licensor, that is caused by that Recipient's breach, that:
 - (A) the Supplier Indemnified Party has breached the terms of a license granted to that Supplier Indemnified Party; or
 - (B) that third party licensor has otherwise suffered loss or finds its IP Rights have been infringed.
- (b) The indemnity under Clause 10.4(a) will not apply unless:
 - (i) the Supplier as soon as practicable gives the Recipient Notice upon receipt of any such Claim; and
 - (ii) the relevant Supplier Indemnified Party reasonably consults the Recipient in relation to the conduct and/or defense of that Claim.

10.5 Ownership of Data

Any data, documents and other records originally provided by the Recipient to the Supplier, or obtained by the Supplier originally on behalf of the Recipient and in connection with the performance of Transitional Arrangements, shall be and remain the exclusive property of the Recipient (“**Obtained Data**”). Except as set forth otherwise with respect to a Transitional Arrangement in Schedule 1 or 2, as applicable, and as limited by the terms of any and all relevant third party agreements, approvals or consents, any data, documents, and other records generated by the Supplier originally on behalf of the Recipient and in connection with the performance of Transitional Arrangements shall be and remain, as between the Supplier and Recipient, the exclusive property of the Recipient (“**Generated Data**” and collectively with the Obtained Data, the “**Recipient Data**”). The Recipient may at any time request that the Supplier:

- (a) delivers such Recipient Data to the Recipient without delay, in a standard electronic format and with all information, codes and tools necessary to reasonably process such data, documents and other records; or
- (b) deletes such Recipient Data permanently, except to the extent the Supplier is required by Applicable Law to retain a copy for its records.

The costs shall be borne by the Recipient. Following the six (6) month anniversary of termination of a Transitional Arrangement, the Supplier may, upon 60 days’ prior written notice, delete any Recipient Data related to such Transitional Arrangement.

10.6 The provisions of this Clause 10 shall survive termination of the Agreement.

11. Confidentiality and Data Protection

11.1 Restrictions on use or disclosure of Confidential Information

Each Party (“**Receiving Party**”) must not:

- (a) use the Confidential Information of (i) in the case of GECC, the Company or RFIH or (ii) in the case of the Company and RFIH, GECC (“**Disclosing Party**”), other than for the purposes of performing or giving effect to this Agreement; or
- (b) disclose the Disclosing Party’s Confidential Information except in accordance with Clause 11.2.

11.2 Permitted Disclosure

The Receiving Party may disclose the Disclosing Party’s Confidential Information:

- (a) during the Agreement Term, to each of its directors, officers, employees or professional advisers, or those of its Affiliates (a “**Specified Recipient**”) to the extent that such disclosure is necessary for the purposes of performing the Receiving Party’s obligations under this Agreement;
- (b) at any time to a Specified Recipient to the extent that disclosure is necessary for the Recipient to carry out its Relevant Business;

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- (c) to the extent required to be disclosed by Applicable Law or legal process or under the terms of an order issued by:
 - (i) a court of competent jurisdiction; or
 - (ii) any Government Authority or a stock exchange having jurisdiction over the Receiving Party;
 - (d) pursuant to a request of a financial services related Governmental Authority having jurisdiction over the Receiving Party, but only to the extent the Receiving Party reasonably believes it is required to comply with such request under Applicable Law; or
 - (e) to the extent that the Disclosing Party has given prior written consent to such disclosure, provided that, in the case of Clause 11.2(c)(i) or (ii), or Clause 11.2(d), the Receiving Party, to the extent that it is lawful for it to do so, provides prompt Notice to the Disclosing Party of any such requirement, order or request, discloses no more information than is so required and cooperates at the Disclosing Party's request and expense, with any attempts to obtain a protective order or similar treatment.

11.3 Notification of Confidentiality

Before disclosure of Confidential Information to a Specified Recipient, the Receiving Party will ensure that the Specified Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this Agreement as if the Specified Recipient was a party to this Agreement.

11.4 Protection of Confidential Information

The Receiving Party must treat the Disclosing Party's Confidential Information with no less than the degree of care, secrecy and protection as it treats the Receiving Party's own Confidential Information.

11.5 Allocation of Confidential Information

For the purpose of this Clause 11:

- (a) the following data is taken to be the "Confidential Information" of the Parties:
 - (i) the terms of this Agreement, except to the extent required to be publicly disclosed in connection with the IPO;
 - (ii) data about transactions to which both the Recipient and Supplier are parties; and
 - (iii) data that otherwise relates to both the Recipient and the Supplier; and
- (b) the following data is taken to be the "Confidential Information" of the Recipient:
 - (i) data about transactions to which the Recipient is a party but the Supplier is not; and
 - (ii) data that otherwise relates to the Recipient and does not also relate to the Supplier (an example of which is data relating to the Company's employees); and

(iii) if the Company is the Recipient, the items described in Section 3.3(a) of Schedule 7; and

(c) the following data is taken to be the “Confidential Information” of the Supplier:

- (i) data held by the systems provided by any GECC IT Application Service not of a type referred to in Clauses 11.5(a) or 11.5(b) (an example of which is pricing data for vendors of GECC and Affiliates of GECC); and
- (ii) the form, nature and standard of each Transitional Arrangement provided by a Supplier,

in each case to the extent that that information does not fall within the exceptions to the definition of “Confidential Information” in paragraphs (a), (b) or (c) of that definition.

11.6 Data export

To avoid doubt, a Supplier’s obligations under Schedules 1 or 2 (as applicable) to export or extract the Recipient’s “data” do not extend to data of the type contemplated in Clause 11.5(c).

11.7 Delivery of materials

The Receiving Party must use its commercially reasonable efforts, upon the reasonable request of the Disclosing Party, to deliver to the Disclosing Party or otherwise destroy all documents or other materials containing or referring to Confidential Information of the Disclosing Party which are:

- (a) in the Receiving Party’s possession, power or control; or
- (b) in the possession, power or control of Specified Recipients who have received Confidential Information under Clauses 11.2(a) or 11.2(b),

except to the extent the Receiving Party is required by Applicable Law to retain a copy for its records.

Any such request from a Recipient of a Transitional Arrangement will be taken to be a Force Majeure Event if the relevant Supplier cannot reasonably supply that Transitional Arrangement without that Confidential Information.

11.8 Data Protection

- (a) The Parties acknowledge that if any Recipient operates under the authority of any financial services related Governmental Authority (the **Banking Recipient**), it will be subject to the applicable rules and regulations of such Governmental Authority. Any information related to identified or identifiable clients of the Banking Recipient (“**Client Data**”) shall in any case be considered Confidential Information of the Banking Recipient, and the Banking Recipient may, notwithstanding any other provision of this Clause 11, share Confidential Information with its regulators, auditors and competent public authorities, provided it requests confidential treatment.
- (b) The Supplier of the Banking Recipient (the **Banking Supplier**) acknowledges and accepts that with regard to Client Data of such Bank it is subject to the same professional secrecy obligations as the Banking Recipient. The Banking Supplier agrees to comply with such obligations and undertakes and warrants that its employees, contractors and consultant third parties, who may have access to such Client Data,

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- (i) will comply with such obligations and in particular maintain strict confidence with regard to any Client Data, not to permit any unauthorized person or system to access Client Data, and in particular comply with any security standards required or recommended by a Government Authority or by Applicable Law;
 - (ii) will not transfer or make any Client Data available to any person or system outside of the United States, or permit any person or system outside of the United States to access any Client Data located in the United States, unless expressly permitted by the Banking Recipient in writing in each case;
 - (iii) sign a confidentiality and data protection declaration reasonably requested by the Banking Recipient before being granted access to its Client Data;
 - (iv) will have successfully passed any background and security checks reasonably requested by the Banking Recipient before being granted access to Client Data and periodically thereafter; and
 - (v) will be immediately refused access to Client Data or systems managing Client Data upon the Banking Recipient's request or if the Banking Supplier concludes that they may not be complying with the foregoing professional secrecy obligations.

The Banking Supplier will on an ongoing basis monitor compliance with the foregoing, adequately log access to Client Data and provide the Banking Recipient with any reasonably requested documentation or other proof related to this clause.

- (c) The Parties to this Agreement undertake for themselves, their employees, contractors and consulted third parties and their Affiliates to be in compliance with Data Protection Legislation.
- (d) To the extent that the Supplier processes Personal Data of third parties received from the Recipient in the context of Transitional Arrangements, such Personal Data shall be considered Confidential Information of the applicable Recipient and the Supplier undertakes and warrants that it, its employees and contractors will:
 - (i) process such Personal Data of the Recipient only for the purposes, and only as set forth by this Agreement and as instructed by the Recipient;
 - (ii) not export such Personal Data to, or permit access from, any country other than the United States without prior written consent of the Recipient;
 - (iii) delegate the processing of such Personal Data only with prior consent of the Recipient;
 - (iv) promptly, subject to any Government Authority, report to the Recipient any breach or suspected data breach (including violation of this Clause 11) and provide the Recipient any reasonably requested assistance in relation thereto;
 - (v) upon termination of the Agreement or upon the Recipient's request return or delete any such Personal Data without keeping a copy; and
 - (vi) provide any other assistance to the Recipient reasonably requested by the Recipient for the purposes of data protection compliance, which may include the execution of separate data protection agreements;

provided, that the handling of Personal Data in a manner consistent with the Pre-IPO Form shall be deemed to satisfy the requirements of this Clause 11.8(d).

- (e) Should a Party receive any legal process or other request from a regulator, prosecutor or other public authority to gain access to Personal Data or other Confidential Information of any other Party, it will immediately notify such other Party and permit such other Party to defend against such legal process or request (or, if not possible, defend against it in such other Party's best interest).
- (f) The Recipient may, from time to time, verify or have verified the Supplier's compliance with Clause 11.8(c) (including the Supplier's technical and organizational measures to prevent unauthorized processing of Personal Data) by an independent, reputable professional bound by an adequate confidentiality undertaking. Each Party shall bear its own costs in connection with such an audit.

11.9 The rights of the Recipient and the Supplier under this Clause 11 may also be enforced by recipients and suppliers not being Party to this Agreement that are Affiliates to the Parties to this Agreement.

11.10 Each Party shall indemnify and hold harmless the other Parties in case of any claim of third parties caused by a breach of this Clause 11 by the indemnifying Party. The provisions of Clause 10.4 shall apply *mutatis mutandis*. The liability limitations set forth in Clause 12 shall not apply.

11.11 No sunset

The provisions of this Clause 11 shall survive the termination of the Agreement.

11.12 Injunctive relief

Nothing in this Agreement shall prevent any Party from seeking injunctive relief in respect of a breach by any other Party of its confidentiality obligations under this Agreement.

12. Limitation of Liability

12.1 Liability caps

(a) Subject to Clause 12.1(b) and Clause 11.10, the maximum aggregate liability of a Supplier of a Transitional Arrangement arising out of or in connection with:

- (i) that Transitional Arrangement, including any liability for that Transitional Arrangement contemplated in Clause 12.1(a)(ii), shall be limited to the aggregate of the Charges paid by the Recipient for that Transitional Arrangement; and
- (ii) any part of that Transitional Arrangement added under Clause 5 shall be limited to the aggregate of the Charges paid by the Recipient for that part.

(b) The maximum aggregate liability of each Party arising out of or in connection with this Agreement, including any liability of that Party contemplated in Clause 12.1(a), shall be limited to the aggregate of the Charges paid for all the Transitional Arrangements by such Party.

12.2 Liability exclusions

Notwithstanding any other provision of this Agreement no Party shall be liable:

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- (a) for any Claim arising out of or in connection with this Agreement, to the extent such Claim relates to:
 - (i) consequential, special, incidental, indirect or punitive damages;
 - (ii) loss of profit (including loss of revenue, income or profits) or diminution of value or loss of goodwill or potential business opportunity; or
 - (iii) without prejudice to Clauses 12.2(a)(i) and 12.2(a)(ii) above, any damages that do not have a reasonable causal relationship to the breach that gave rise to that Claim; or
 - (b) to the extent that any liability is caused by or is the result of the claiming Party failing to perform any of its obligations under this Agreement.

12.3 Carve-outs for liability regime

Clauses 12.1(a) and (b) do not apply in relation to liability:

- (a) (i) for negligence, to the extent such Transitional Arrangement is not the subject of an agreement between the Supplier and an unaffiliated third party, and (ii) for willful breach or willful misconduct (except to the extent that the applicable Transitional Arrangement is the subject of an agreement between the Supplier or its Affiliate and an unaffiliated third party, in which case such higher standard as is applicable under such agreement);
- (b) under the indemnity in Clause 10.4;
- (c) for breach of Clause 11;
- (d) that cannot be disclaimed under Applicable Law; or
- (e) for breach of Applicable Law in connection with the provision or receipt of any Transitional Arrangement.

12.4 Liability

References to liability in this Clause 12 is to liability whether in contract, in tort (including negligence) or equity, under statute or otherwise.

12.5 Failure to give Notice

If a Party does not give Notice of a Claim to any other Party:

- (a) within six (6) months after the termination or expiration of the last Transitional Arrangement to terminate or expire;
- (b) within six (6) months after the termination of this Agreement; or
- (c) within six (6) months after when that Party becomes or ought to have become aware of the facts giving rise to the Claim, whichever is later, that Party shall be taken to have waived that Claim.

12.6 Duty to mitigate

Each Party and its Affiliates will have a duty to use commercially reasonable efforts to mitigate damages for which an other Party is responsible in connection with this Agreement.

13. Force Majeure Events

13.1 No Party responsible for Force Majeure Events

A Party will not be liable to any other Party for any default or delay in the performance of its obligations under this Agreement to the extent that such default or delay is caused or contributed to by, directly or indirectly, a Force Majeure Event.

13.2 Notice

A Party wishing to rely on a Force Majeure Event under Clause 13.1 must give the other Parties Notice as soon as practicable of the occurrence of that Force Majeure Event, giving reasonable details of the Force Majeure Event.

13.3 Liability to pay Charges

Where a Transitional Arrangement is suspended due to a Force Majeure Event, the Recipient:

- (a) will not be liable for the Charges for that Transitional Arrangement during the suspension; but
- (b) will remain liable for Charges:
 - (i) for that Transitional Arrangement that accrued prior to, and that accrue after, the suspension; and
 - (ii) for other Transitional Arrangements provided by the Supplier that are not suspended under this Clause 13.

14. Notices

14.1 Notices in writing

A notice under this Agreement (“**Notice**”) shall only be effective if it is in writing. For the avoidance of doubt, email communications shall be deemed to be “in writing” for purposes of this Clause 14.1.

14.2 Address

Subject to Clause 1.3(c), Notices, demands or other communications made under or in connection with the matters contemplated by this Agreement shall be sent to a Party at its address or number and for the attention of the individual set out below:

<u>Party and title of individual</u>	<u>Address</u>	<u>Email</u>
GECC Attention: General Counsel	901 Main Avenue Norwalk, CT 06851 with copy to: Pat Beckwith	alex.dimitrief@ge.com pat.beckwith@ge.com

<u>Party and title of individual</u>	<u>Address</u>	<u>Email</u>
	Lead Executive Counsel – Operations, IT and Sourcing William Bandon	william.bandon@ge.com
Company or RFIH Attention: General Counsel	777 Long Ridge Road Stamford, CT 06902 with copy to: Ricky Davis	jonathan.mothner@ge.com Ricky.Davis@ge.com

A Party named above may change its Notice details on giving Notice to the other Parties named above of the change in accordance with this Clause 14. That Notice shall only be effective on the third Business Day after the date Notice has been received in accordance with Clause 14.3 or such later date as may be specified in the Notice.

14.3 Duly given when

Any Notice shall, in the absence of earlier receipt, be deemed to have been duly given as follows:

- (a) if delivered personally, on delivery;
- (b) if sent by courier, on delivery; or
- (c) if emailed:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four (4) hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

14.4 Outside Working Hours

Any Notice given outside Working Hours in the place to which it is addressed shall be deemed not to have been given until the start of the next period of Working Hours in such place.

14.5 Certain Notices not to be Emailed

Notwithstanding Clause 14.1, Notices under the following Clauses may not be emailed: 7, 9 to 13, 15, 17.5 (other than changes by way of Variations under Clause 5) and 17.6. Moreover, each such Notice is taken not to be given unless it is sent to and by the Parties' Representatives designated by Clause 14.2 and otherwise in accordance with this Clause 14.

15. Dispute Resolution

15.1 Commercially reasonable efforts

If any Dispute arises among the Parties, the Parties must act in good faith and use commercially reasonable efforts to resolve the matter amicably, including (i) first, through discussions between the GECC Services Manager and the Company Services Manager and (ii) second, by holding a Steering Committee meeting in accordance with Clause 6.6(d).

15.2 Escalation meeting

If any Party delivers a Notice to any other that a material Dispute has arisen and the Parties are unable to resolve the Dispute within fifteen (15) days of service of the Notice, whether or not the commercially reasonable efforts contemplated by Clause 15.1 have been used, then a meeting must be held between the Steering Committee and each of GECC's and the Company's Executive Sponsor.

If the Dispute has not been resolved within thirty (30) days of service of the Notice, such Dispute shall be resolved in accordance with the provisions of Article IX of the Master Agreement which shall apply hereto, *mutatis mutandis*.

16. Audit

16.1 The Banking Recipient's internal and external auditors and any competent Government Authority having jurisdiction over the Banking Recipient may at any time audit and verify

- (a) the functions outsourced by the Banking Recipient to the Banking Supplier;
- (b) the Banking Supplier's performance of obligations under the Agreement;
- (c) the Banking Supplier's operations and the documentation, the data and the systems used by the Banking Supplier for providing its Transitional Arrangements;
- (d) to the extent consistent with the Banking Supplier's contractual obligations to the subcontractor, the performance of any subcontractor engaged by the Banking Supplier pursuant to Clause 17.2(b) to provide all or part of its Transitional Arrangements.

The Banking Supplier will assist in such audit, and provide any reasonably requested and available access, documentation and information. An audit or verification may not without good reason interfere with the operations of the Banking Supplier or its subcontractor and interfere with third party data protection, secrecy and intellectual property rights, shall be announced reasonably in advance and coordinated with the Banking Supplier (this, however, shall not operate to limit any Government Authority having jurisdiction over the Banking Recipient in pursuing any audit rights it may have pursuant to Applicable Law).

16.2 Any deficiencies rightfully determined by such an audit or verification shall be remedied by the Banking Supplier within adequate time (depending on the severity) in coordination with the Bank.

16.3 Each Party shall bear its own costs related to this Clause 16, with the exception that costs of follow-up audits due to a breach of contract by the Banking Supplier shall be borne by the Banking Supplier.

16.4 Furthermore:

- (a) the Banking Recipient will give the Banking Supplier Notice of any communications between the Banking Recipient and the Government Authority (or the Banking Recipient's internal or external auditors) relating to any such Government Authority (or the Banking Recipient's internal or external auditors) audit or other access in respect of the relevant Transitional Arrangement; and
- (b) the Banking Recipient must allow the Banking Supplier to review and comment on any such communications from the Banking Recipient before they are made (and consider in good faith all comments reasonably proposed by the Banking Supplier),

in each case to the extent permitted by Applicable Law.

16.5 Each Party shall be provided the audit reports generated by any other Party or otherwise available to any other Party under arrangements with third parties to the extent permitted under Applicable Law.

16.6 The provisions of this Clause 16 survive termination of this Agreement.

17. General

17.1 Entire Agreement

Except as otherwise expressly provided in this Agreement, this Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, among the Parties with respect to the subject matter of this Agreement, and this Agreement contains the entire agreement among the Parties hereto with respect to the subject matter hereof. Nothing in this Clause will, however, operate to limit or exclude any liability for fraud or willful default.

17.2 Assignment and transfer

- (a) GECC may assign, transfer or otherwise deal with its rights under this Agreement or allow any interest in them to be varied, whether in whole or in part, to, or in favour of, any Affiliate without the consent of the Company or RFIH. The Company or RFIH, as applicable, may assign, transfer or otherwise deal with its rights under this Agreement or allow any interest in them to be varied, whether in whole or in part, to, or in favor of, any Affiliate without the consent of GECC; provided, that the Company or RFIH, as applicable, acknowledges that any such assignment shall be a Dependency.
- (b) The Supplier of a Transitional Arrangement may sub-contract the performance of any of its obligations under this Agreement by any third party, subject to the following:
 - (i) in the case of a sub-contract established following the IPO, the Recipient shall provide its consent, which shall not be unreasonably withheld or delayed (for the avoidance of doubt, in the case of third parties sub-contracted already as of the IPO, such sub-contractors shall be considered approved by the Recipient);
 - (ii) the Supplier shall be responsible for conducting appropriate due diligence and monitoring of its subcontractors, and shall remain responsible and liable to the Recipient for all acts and omissions of its subcontractors as fully as if they were the acts and omissions of the Supplier, and the performance of the Supplier obligations under this Agreement by its subcontractors shall be considered as if the Supplier itself had performed them;

(iii) the Supplier shall secure undertakings in writing from such subcontractors on security, confidentiality, data protection and audit terms at least substantially equivalent to those set out in Clauses 3, 10, 11 and 16 of this Agreement. A copy of such undertakings shall be provided to the Recipient upon request; and

(iv) unless otherwise agreed in writing by the Recipient, the Supplier shall be the Recipient's only point of contact for the Transitional Arrangements.

17.3 Costs and expenses

Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.

17.4 Counterparts

This Agreement may be executed in counterparts and by the Parties on separate counterparts but shall not be effective until each Party has executed at least one (1) counterpart. Each counterpart when executed shall be deemed an original of this Agreement and all counterparts shall constitute one and the same agreement.

17.5 Amendments

This Agreement may be amended, supplemented or modified by the mutual consent of the Parties expressed in writing, but not otherwise.

17.6 Waivers

Subject to Clause 12.5, no waiver of any part of this Agreement (including any Variation pursuant to Clause 5) or consent to any departure from it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates as a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges.

17.7 Severability

Any provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions hereof. Should any provision of this Agreement be or become ineffective for reasons beyond the control of the Parties, the Parties shall use commercially reasonable efforts to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision. This Clause has no effect if the severance of a provision of this Agreement (or a portion thereof) alters the basic nature of this Agreement or is contrary to public policy.

17.8 Relationship of the Parties

(a) This Agreement does not create a relationship of employment, trust, agency or partnership among the Parties. Nothing herein creates a right in the Company or RFIH to view any contracts by which GECC or its Affiliates acquires from third parties components or inputs to any GECC Transitional Arrangement.

- (b) The Supplier, or its Affiliates, or other persons as the case may be, are acting as independent contractors of the Recipient in performing the Transitional Arrangements.
- (c) The Supplier does not undertake to perform any obligations of the Recipient that are not set out in the description of a Transitional Arrangement, whether that obligation is:
 - (i) regulatory or contractual; and
 - (ii) whether connected with a Transitional Arrangement or not.Similarly, the Supplier does not assume any responsibility for:
 - (iii) the management of the Recipient's business;
 - (iv) except as expressly agreed under this Agreement, for the Recipient's business continuity planning or for the disaster recovery of the Recipient's computing environment;
 - (v) any Claim by the Recipient that the Supplier gave it legal, regulatory, financial, accounting, commercial or tax advice in connection with any Transitional Arrangement; or
 - (vi) any decision to take or use the Transitional Arrangement.

17.9 Governing Law

This Agreement, any Disputes and any other Claims, controversy, causes of action or disputes that may be based upon, arise out of or relate hereto, to the transactions contemplated hereby, to the negotiation, execution or performance, or the validity, interpretation, enforceability (e.g., that all or any part of this Agreement is void or voidable), formation, breach or termination hereof, or to the inducement of any Party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise, including Claims seeking redress or asserting rights under any Applicable Law, shall in all respects be governed by, and construed in accordance with, the Laws of the State of New York in each case without reference to any conflict of law rules that might lead to the application of the Laws of any other jurisdiction. Each Party submits to the non-exclusive jurisdiction of the courts of the **State of New York sitting in the County of New York or the United States District Court for the Southern District of New York** and the appellate courts having jurisdiction of appeals in such courts to support and assist the arbitration process referred to in Clause 15, including if necessary to grant interlocutory relief pending the outcome of that process.

17.10 Failure or delay in exercising rights

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

17.11 Binding effect

This Agreement shall be binding upon the Parties and their respective successors and assigns, and shall inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

17.12 Remedies not exclusive

The Parties' rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law, except as expressly set out in this Agreement.

17.13 No rights of third parties

Except as provided in Clauses 10.3 and 10.4 with respect to the indemnified parties and Clauses 11.9 and 17.15, and except for the Bank, RFIH and other Affiliates of the Company, and GECC and its Affiliates, with respect to their respective receipt of Transitional Arrangements, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person, including any union or any employee or former employee of GECC or its Affiliates or the Company or its Affiliates, any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

17.14 Waiver of Jury Trial

EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS CLAUSE 17.14.

17.15 Non-Recourse

No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of GECC or its Affiliates shall have any liability for any obligations or liabilities of GECC under this Agreement or for any Claim (whether in contract or in tort, in law or in equity) based on, in respect of, or by reason of, the transactions contemplated hereby and all of such parties are expressly intended as third party beneficiaries of this provision of this Agreement.

17.16 No Reporting Obligations

Notwithstanding anything to the contrary contained in this Agreement or in any Schedule hereto, none of the Supplier or any of its Affiliates, or any of their respective Representatives, shall be obligated, pursuant to this Agreement or any Schedule hereto, as part of or in connection with the services provided hereunder, as a result of storing or maintaining any data referred to herein or in any Schedule hereto, or otherwise, to prepare or deliver any notification or report directly to any Government Authority or other person on behalf of the Recipient or any of its Affiliates, or any of their respective Representatives. The provisions of a Pre-Existing Agreement expressly referenced in Schedule 1 that establishes an obligation of the counterparty of the Company under that Pre-Existing Agreement to provide, upon the Company's request, certain reports directly to the Company shall remain reserved and be incorporated herein by reference.

17.17 Disclaimer of Warranties

Insofar as Transitional Arrangements are provided on the basis of services procured by the Supplier directly or indirectly from third parties that are not Affiliates of GECC, the sole and exclusive warranties of the Supplier with regard to the provision of such Transitional Arrangements are the warranties provided by such third parties to the Supplier directly or indirectly with regard to such services. Furthermore, any rights and remedies the Recipient may have in relation to such warranties shall be limited to the rights and remedies that the Supplier directly or indirectly is able to enforce vis-a-vis such third party using commercially reasonable efforts.

17.18 Outsourcing

The Parties agree and acknowledge that the Transitional Arrangements may fall within the scope of the Bulletin 2013-29 (the "**OCC Guidance**"), issued by the Office of the Comptroller of the Currency, or the Guidance on Managing Outsourcing Risk attached to Federal Reserve Supervision and regulation Letter SR 13-19/CA 13-21 (the "**FR Guidance**" and, together with the OCC Guidance, the "**Outsourcing Guidance**"). The Parties further agree and acknowledge that each Banking Recipient intends to follow the Outsourcing Guidance applicable to such Banking Recipient. The Parties acknowledge and agree that it is their best belief that the present Agreement and the provision of services contemplated herein are consistent with the applicable Outsourcing Guidance. Should it nonetheless, be it during the term of this Agreement or thereafter, be determined by the Office of the Comptroller of the Currency that this Agreement is not consistent with the OCC Guidance, or by a representative of the Federal Reserve System that this Agreement is not consistent with the FR Guidance, the Parties will cooperate in good faith and with all their efforts in order to cure the related deficiency pursuant to Clause 5 and specifically Clause 5.4.

17.19 Step-in Rights

(a) Solely to the extent that:

- (i) GECC or its applicable Affiliate has obtained from a third-party service provider the right to Step-In (as defined below) if such third-party:
 - (1) fails to perform a service, which failure adversely impacts the provision of a Transitional Arrangement, and
 - (2) does not restore such service within a time period agreed with such third party sufficient to mitigate such adverse impact, and
- (ii) the exercise of such Step-In right is capable of being effected in a manner which is limited to the affected Transitional Arrangement and to the Company's, RFIH's or one of its respective Affiliates receipt of such Transitional Arrangement,

then GECC shall to the above extent pass-through to the Company or RFIH, as applicable, its right to Step-In with the third party service provider. "**Step-In**" shall mean that GECC (or its applicable Affiliate), at its option, may take control of that part of the third-party's services which adversely impact services delivered to GECC and, in doing so, may take such other action as is reasonably necessary to restore such service to GECC, including engaging another third-party service provider.

- (b) Such Step-In rights of the Company or RFIH will continue until the applicable third party service provider establishes to GECC's reasonable satisfaction pursuant to its agreement with the third party service provider that the third party is capable of providing the relevant service and can resume providing that service without business disruption to GECC or the Company or its Affiliates.

- (c) With respect to the Company's or RFIH's exercise of Step-In rights under Clause (a), GECC and its Affiliates shall cooperate with the Company or RFIH and its respective agents and provide all reasonable assistance at no charge to the Company or RFIH to restore the relevant third-party service(s) (and thereby the Transitional Arrangement(s)) as soon as possible, including giving the Company or RFIH and its respective agents such access to the third party's service locations and systems to the extent permitted under GECC's agreement with the third party service provider and reasonably necessary to restore such Service(s). The Company and RFIH acknowledge and agree that GECC and/or its third-party service provider may require that any other third party engaged by the Company or RFIH that is to be provided such access agrees to protect the confidentiality of GECC, its Affiliates and/or the original third-party service provider's Confidential Information and Intellectual Property Rights.
- (d) Charges for the affected Transitional Arrangement will be adjusted on a pro-rata basis based on any adjustments available to GECC as agreed between GECC and the third party service provider resulting from the applicable third party's inability to provide or perform the service.
- (e) Any of the Step-In rights under this Clause 17.19 may be exercised by an Affiliate of Company which is a Recipient of the affected Transitional Arrangement.
- (f) If requested by the Company or RFIH, GECC will use commercially reasonable efforts to negotiate step-in rights with a supplier of a service provided with respect to a Transitional Arrangement to the extent step-in rights: (i) are necessary to respond to a business need that may arise, or (ii) may be required by a Government Authority with regulatory authority over the Company or RFIH or to comply with Applicable Law. The Company or RFIH, as applicable, shall pay as part of the Charges all resulting costs, and increases in costs, due to or which result from any such step-in rights negotiation.

18. Definitions and Interpretation

18.1 Defined terms

Unless the context requires otherwise, capitalized terms used in this Agreement will have the meanings given to them below:

#99 Service has the meaning given to it in Clause 2.9.

Access Codes has the meaning given to it in Clause 3.5(a).

Access Provider has the meaning given in Clause 3.5(a).

Accessing Party has the meaning given in Clause 3.5(a).

Affiliate of a Party means any party directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with, that Party at the relevant time, provided for the purposes of this Agreement: (i) the Company and its Affiliates shall not be deemed to be directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with GECC; and (ii) GECC and its Affiliates shall not be deemed to be directly or indirectly Controlling or Controlled by, or under direct or indirect common Control of the Company or RFIH.

Agreement means this agreement.

Agreement Term has the meaning given to it in Clause 9.1.

AMEX TSA has the meaning given to it in Clause 2.9.

Applicable Law means any law, treaty, statute, ordinance, code, rule, regulation, normative act, standard, guideline, policy, decree, order, writ, award, injunction, determination or other pronouncement, in each case having the effect of law of any Government Authority, as currently interpreted and administered.

Bank means Synchrony Bank.

Banking Recipient has the meaning given to it in Clause 11.8(a).

Banking Supplier has the meaning given to it in Clause 11.8(b).

Breaching Party has the meaning given to it in Clause 9.4(a).

Business Day means Monday to Friday, except for any day on which banking institutions in New York, New York are authorized or required by Applicable Law or executive order to close.

Charges, in relation to a Transitional Arrangement, means the amount set out against that Transitional Arrangement in Schedule 1 or Schedule 2 (as applicable).

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

Client Data has the meaning given to it in Clause 11.8(a).

Company has the meaning given in the Details.

Company Business has the meaning given in the Details.

Company Services Manager has the meaning given to it in Clause 6.2(b).

Company Transitional Arrangement has the meaning given to it in Clause 1.2.

Confidential Information of a Party means all confidential, non-public or proprietary information relating to the business, technology or other affairs of that Party, or of that Party's customers, suppliers or Affiliates, regardless of how the information is stored or delivered, that is exchanged or made available to a Party in connection with this Agreement, regardless of whether that information is exchanged before, on or after the IPO Date, but excludes information which:

- (a) is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence owed to the Disclosing Party to whom that Disclosing Party owes a duty of confidence in relation to that Confidential Information;
- (b) the Receiving Party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the Disclosing Party; or
- (c) the Receiving Party acquires from a third party entitled to disclose it to the Receiving Party with no restrictions on the Receiving Party as to its further disclosure, or that the Receiving Party could not reasonably have known was confidential.

Control means, with respect to an entity, the possession, directly or indirectly, of, or the entitlement to acquire:

- (a) the power to direct or cause the direction of the management or policies of such entity whether by contract or otherwise; or
- (b) the ability of a person to ensure that the activities and business of that entity are conducted in accordance with the wishes of that person; or
- (c) the majority of the issued share capital or the voting rights in that entity or the right to receive the majority of the income of that entity on any distribution by it of all of its income or the majority of its assets on a winding up, and

Controlled by, under common Control with, and Controlling shall be construed accordingly.

Data Protection Legislation means the applicable data privacy laws in the United States, Canada or other jurisdiction from which the Transitional Arrangements are being provided by the Supplier or in which the Transitional Arrangements are being used and enjoyed by the Recipient, including, the Gramm-Leach Bliley Act, the Health Insurance Portability and Accountability Act and the Personal Information Protection and Electronic Documents Act, or other applicable legislation in those jurisdictions.

Dependency has the meaning given to it in Clause 2.3(a).

Details means the section of this Agreement with that heading.

Disclosing Party has the meaning given to it in Clause 11.1(a).

Dispute includes any dispute, controversy, difference or Claim arising out of or in connection with this Agreement or the subject matter of this Agreement, including any question concerning its existence, formation, validity, interpretation, performance, breach and termination.

Executive Sponsor means, in relation to a Party, the person appointed by that Party as executive sponsor in accordance with Clause 6.8.

Facilities has the meaning given to it in Clause 4.1(b).

First-Level Support means, in relation to software or infrastructure that is the subject of any GECC IT Application Service:

- (a) providing an interface, by way of phone or email, by which the Recipient's users of the software or infrastructure can lodge queries about the software or infrastructure;
- (b) directly providing the answers to those queries that are typically answered by first-level support for similar software or infrastructure in other financial companies; and
- (c) interfacing with the Second-Level Support provider for that software or infrastructure, to the extent it exists, in relation to queries other than those referred to in sub-paragraph (b).

Force Majeure Event means any event or circumstance beyond the reasonable control of a Party (the "affected Party"), including:

- (a) failure of public infrastructure or energy sources;

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- (b) accident or breakage of any machinery or apparatus of any other Party or a third party through no fault of the affected Party or its sub-contractors;
 - (c) epidemics, storms, floods, fires or acts of God;
 - (d) explosion, sabotage, war or terrorist action;
 - (e) riots or civil disorders;
 - (f) strikes, lockouts or other labor difficulties except with regard to a Party's own employees;
 - (g) failure in any other Party's infrastructure or third party services through no fault of the affected Party or its sub-contractors;
 - (h) unavailability of IT parts through no fault of the affected Party or its sub-contractors; and
 - (i) governmental or regulatory intervention of any kind, including interference by civil or military authorities or the passage of regulation or laws or amendments to them and the making or amendment of any law (including an Applicable Law) that impacts the provision of any Transitional Arrangement.

FR Guidance has the meaning given to it in Clause 17.18.

GE has the meaning given in the Details.

GECC has the meaning given in the Details.

GECC IT Access Right means a right that is described as such in Schedule 1. It is taken:

- (a) to involve a right for the Recipient to use, on infrastructure owned or controlled by the Recipient, the software referred to in the description in that row of Schedule 1; and
- (b) not to include:
 - (i) a right for the Recipient to access or use a copy of the source code to the software, or to modify, decompile, commercialize or adapt the software;
 - (ii) a right of the Recipient to perform or provide service bureau services; nor
 - (iii) a right for the Recipient to receive support (including First or Second-Level Support), maintenance, updates, patches or upgrades for that software,

except to the extent expressly set out in the relevant part of Schedule 1.

GECC IT Application Service means a service described as such in Schedule 1. It is taken:

- (a) to involve a service by which:
 - (i) the Supplier, or another party on the Supplier's behalf, hosts the application software referred to in that row of Schedule 1;
 - (ii) the Recipient may access and use that application system software from the Recipient's network; and

- (iii) to the extent a client-side part of the software must be hosted on the Recipient's computers for the Recipient to enjoy its rights under sub-paragraph (b), the Supplier provides or procures for the Recipient the right to host an object-code form of that client-side software; and

(b) not to include:

- (i) access or use of a copy of the source or object code form of the software, except for the client-side object code referred to in sub-paragraph (a)(iii);
- (ii) ability to modify, decompile, commercialize or adapt the software; or
- (iii) receipt of support (including First or Second-level Support), maintenance, updates, patches or upgrades for any software, including the client-side software referred to in sub-paragraph (a)(iii),

except to the extent expressly set out in the relevant part of Schedule 1.

GECC Services Manager has the meaning given to it in Clause 6.2(a).

GECC IT Support Service means a service described as such in Schedule 1.

GECC Non-IT Support Service means a service described in Schedule 1 other than a GECC IT Access Right, a GECC IT Application Service, or a GECC IT Support Service.

GECC Transitional Arrangement has the meaning given in Clause 1.1.

Generated Data has the meaning given to it in Clause 10.5.

Government Authority means any applicable local, municipal, state, national, foreign or other governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in or any other state or country with jurisdiction over the Parties or the transactions contemplated hereby.

Innocent Party has the meaning given in Clause 9.4(a).

Insolvent means the occurrence of any of the following events in relation to a Party:

- (a) that Party is unable or admits inability to pay its debts as they fall due or suspends making payments on any of its debts other than in connection with a bona fide Dispute;
- (b) any appointment of a receiver or administrator in respect of that Party by a Government Authority;
- (c) any corporate action, legal proceedings or other procedure or step in respect of the winding-up of that person or the appointment of a receiver or administrator to manage that Party or any of its affairs; or
- (d) any corporate action, legal proceedings or other procedure or step taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of that Party; or

(ii) a composition, assignment or arrangement with any material creditor of that Party,

or any analogous procedure or step taken in any jurisdiction.

Intellectual Property Rights or IP Rights means:

- (a) all trademarks, service marks, trade dress, trade names, logos, domain names, and corporate names and registrations and applications for registration thereof together with all of the goodwill associated therewith;
- (b) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof;
- (c) mask works and registrations and applications for registration thereof;
- (d) trade secrets and Confidential Information, plans, proposals, technical data, marketing plans, customer data, prospect lists and information;
- (e) patents; and
- (f) other intellectual property rights.

Intellectual Property Cross License Agreement means the agreement of that name between GECC and the Company on or about the same date of this Agreement.

Interest Rate means, on any date, the “effective” federal funds rate reported in the “Money Rates” section of the Eastern Edition of The Wall Street Journal published for such date (or, if the “effective” federal funds rate is not so reported on such date, on the immediately preceding date for which such “effective” federal funds rate was so reported).

Invoicing Period means, in relation to a Transitional Arrangement, the frequency at which the Recipient of a Transitional Arrangement is to be invoiced, as provided for that Transitional Arrangement in Schedule 1 or Schedule 2 (as applicable).

IPO has the meaning given to it in the Details.

IPO Date means the date of the consummation of the IPO.

Master Agreement has the meaning given in the Details.

MNT Subservicing Agreement means the Sub-Servicing Agreement between GECC and the Company.

Non-Discriminatory Standard means, in relation to a Transitional Arrangement, the standard of quality (e.g. response times) and priority of service that is generally consistent with:

- (a) that which any substantially similar service is provided during the Transition Period to an Affiliate of the Supplier; and
- (b) the principle that the Supplier should not, in prioritising the supply of the Transitional Arrangement, have regard to the fact that the Recipient may no longer be an Affiliate of the Supplier,

except to the extent expressly contemplated by this Agreement.

Notice has the meaning given to it in Clause 14.1.

Obtained Data has the meaning given to it in Clause 10.5.

OCC Guidance has the meaning given to it in Clause 17.18.

Outsourcing Guidance has the meaning given to it in Clause 17.18.

Parties means the parties to this Agreement and **Party** means any one of them.

Payable means, in relation to a Transitional Arrangement:

- (a) the amount that will accrue as being payable for that Transitional Arrangement until the end of the relevant Transition Period, presuming there will be no extensions to that Transition Period; and
- (b) if the amount referred to in paragraph (a) is calculated on a per unit basis (e.g. per employee), the calculation will be performed assuming the time-weighted average of that per unit usage between:
 - (i) the beginning of the Transition Period; and
 - (ii) when any such liability accrues,will continue for the remaining Transition Period.

Personal Data has the meaning of any information related to an identified or identifiable individual or legal entity or any broader definition as per the Data Protection Legislation.

Pre-Existing Agreement has the meaning given in Clause 1.4(a).

Pre-IPO Form means, in relation to each Transitional Arrangement:

- (a) if a service or access right substantially equivalent to that Transitional Arrangement was provided to the Recipient in the six (6) month period prior to the IPO Date by itself, any other Party or any one of their Affiliates, the same form (or in as close to the same form as may be possible given that the IPO may result in certain assets and employees of the Supplier no longer being available to the Supplier in providing that Transitional Arrangement as a result of the Transaction) in which that service or access right was last provided before the IPO Date; or
- (b) if a service or access right substantially equivalent to that Transitional Arrangement was provided to the Recipient in the six (6) month period prior to the IPO Date by a third party that is not an Affiliate of any Party, the form that is consistent with the contract under which that Transitional Arrangement was last provided by that third party,

'form' for this purpose being taken to include the configuration, version, patch-levels and other implementation-specific details of the relevant software and systems for any GECC IT Access Right, GECC IT Application Service or IT Support Service, or its equivalent service or access right.

Pre-IPO Standard means, in relation to each Transitional Arrangement:

- (a) if a service or access right substantially equivalent to that Transitional Arrangement was provided to the Recipient in the six (6) month period prior to the IPO Date by itself, any other Party or any one of their Affiliates, the overall standards of quality and availability at which that service or access right was then provided across those preceding six (6) months; or
- (b) if a service substantially equivalent to that Transitional Arrangement was provided to the Recipient in the six (6) month period prior to the IPO Date by a third party that is not an Affiliate of any Party, the standards of quality and availability that are consistent with the contract under which that service was then provided by that third party across those preceding six (6) months.

Pre-IPO Volume means, in relation to each Transitional Arrangement:

- (a) if a service or access right substantially equivalent to that Transitional Arrangement was provided to the Recipient in the six (6) month period prior to the IPO Date by itself, any other Party or any one of their Affiliates, the average amount, quantity or volume at which that service or access right was then provided across those preceding six (6) months; or
- (b) if a service substantially equivalent to that Transitional Arrangement was provided to the Recipient in the six (6) month period prior to the IPO Date by a third party that is not an Affiliate of any Party, the amount, quantity or volume that is consistent with the contract under which that service was then provided by that third party across those preceding six (6) months.
- (c) Pre-IPO Volume is deemed to include increases to volume that are reasonably attributable to organic growth, including upon reasonable prior notice to Supplier the addition of new customers in the Recipient's business (that is, not as a result of acquisition of a business or shares in a business).

Receiving Party has, in relation to Confidential Information, the meaning given in Clause 11.1.

Recipient has the meaning given in Clause 1.3.

Recipient Data has the meaning given to it in Clause 10.5.

Recipient Indemnified Party has the meaning given in Clause 10.3(b).

Regulatory Variation has the meaning given in Clause 5.4.

Relevant Business means:

- (a) in relation to the Company (and Affiliates of the Company), commercial activities that are substantially the same as those carried out by the Company (and Affiliates of the Company) immediately prior to the IPO Date; and
- (b) in relation to GECC (and Affiliates of GECC), commercial activities that are substantially the same as those carried out by GECC (and Affiliates of GECC) immediately prior to the IPO Date.

Representative of a Party includes an employee, agent, officer, director, auditor, adviser, partner, or consultant or contractor (other than any other Party) of that Party.

RFIH has the meaning given in the Details.

Second-Level Support means, in relation to software or infrastructure that is the subject of a GECC IT Application Service:

- (a) providing an interface, by way of phone or email, by which the First-Level Support providers for that software or infrastructure can lodge queries about the software or infrastructure;
- (b) providing the answers to those queries that are more complex than those typically answered by first-level support for similar software or infrastructure in other financial companies; and
- (c) making software or hardware configuration changes to resolve fault or service issues in relation to the software or infrastructure, but not developing or providing patches or upgrades,

and which, in each case, can be reasonably answered by the higher-skilled members of an in-house support team for similar software or infrastructure in other financial companies.

Service Level has the meaning given to it in Schedule 7.

Service Level Credit has the meaning given to it in Schedule 7.

Services Managers has the meaning given to it in Clause 6.2(b).

Specified Recipient has the meaning given to it in Clause 11.2(a).

Steering Committee has the meaning given in Clause 6.3.

Step-In has the meaning given in Clause 17.19(a).

Successor Provider means, in relation to a Transitional Arrangement, the entity or entities (which may include the Recipient of that Transitional Arrangement or any of its Affiliates) succeeding the Supplier in the provision or operation of Transitional Arrangements similar to or part of that Transitional Arrangement.

Supplier has the meaning given in Clause 1.3.

Supplier Indemnified Party has the meaning given in Clause 10.4(a).

Tax Sharing and Separation Agreement means the agreement of that name between GE and the Company dated on or about the same date of this Agreement.

Transition Assistance has the meaning given to it in Clause 7.5(b).

Transition Period means, in relation to any Transitional Arrangement, the period commencing on the IPO Date and which runs for the period specified in relation to that Transitional Arrangement in Schedule 1 or Schedule 2 (as applicable).

Transition Plan has the meaning given in Clause 7.1.

Transitional Arrangement means a GECC Transitional Arrangements or a Company Transitional Arrangement.

Transitional Trademark License Agreement means the agreement of that name between GE Capital Registry, Inc. and the Company dated on or about the same date of this Agreement.

Trigger Date means the first date on which members of the GE Group (as defined in the Master Agreement) cease to beneficially own (excluding for such purposes shares of Company Common Stock (as defined in the Master Agreement) beneficially owned by GE but not for its own account, including (in such exclusion) beneficial ownership which arises by virtue of some entity that is an Affiliate of GE being a sponsor of or advisor to a mutual or similar fund that beneficially owns shares of Company Common Stock) more than fifty percent (50%) of the outstanding Company Common Stock.

Underlying Systems means, in relation to a GECC IT Application Service or a GECC IT Support Service, the software and systems used to provide that GECC Transitional Arrangement.

US Dollars, USD or \$ means the lawful currency from time to time of the United States of America.

Variation has the meaning given in Clause 5.1.

Working Hours means 9:30 am to 5:30 pm on a Business Day, at the location of the Recipient.

18.2 References to Certain General Terms

Unless the contrary intention appears, a reference in this Agreement to:

- (a) **(variation or replacement)** a document (including this Agreement) includes any variation or replacement of it;
- (b) **(references to Schedules and Clauses)** references to Schedules and Clauses are to the Schedules and Clauses of this Agreement;
- (c) **(internal references)** the terms “hereof”, “herein”, “hereby”, “hereto”, and derivative or similar words refer to this entire Agreement, including the Schedules;
- (d) **(references to statutes)** a statute, ordinance, code or other law includes regulations and other instruments made under it;
- (e) **(law)** a law means:
 - (i) statutes;
 - (ii) rules, regulations, guidelines, directives, treaties, judgments, decrees, orders or notices of each Government Authority; and
 - (iii) laws, executive orders and decrees of the government of each Government Authority from time to time,together in each case with consolidations, amendments, re-enactments or replacements of any of them;
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(references to genders)** references to one gender includes all other genders;
- (h) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Authority;

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- (i) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors and substitutes (including, persons taking by novation) and assigns;
 - (j) **(reference to a group of persons)** a group of persons or things is a reference to any two (2) or more of them jointly and to each of them individually;
 - (k) **(money)** an amount of money is, unless otherwise stated, a reference to the lawful currency of the United States;
 - (l) **(calculation of time)** a period of time that dates from a given day or the day of an act or event is to be calculated exclusive of that day;
 - (m) **(reference to a day)** a day is to a calendar day and is to be interpreted as the period of time commencing at midnight and ending twenty-four (24) hours later; and
 - (n) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not to be interpreted as words of limitation, and when such words introduce an example, they do not limit the meaning of the words to which the example relates, or to examples of a similar kind, and the word "or" shall not be exclusive.

18.3 Construction

The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof, shall not apply.

18.4 Headings

Headings are included for convenience only and are not to affect the interpretation of this Agreement.

18.5 Schedules

The Schedules form part of this Agreement.

18.6 Inconsistency

If there is an inconsistency between these general terms of this Agreement and a Schedule, or a document attached to a Schedule, then the provision in these general terms prevails to the extent of the inconsistency.

* * * * *

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed as of August 5, 2014.

GENERAL ELECTRIC CAPITAL CORPORATION

/s/ Robert Green

Name: Robert Green

Title: Chief Financial Officer

SYNCHRONY FINANCIAL

/s/ Jonathan Mothner

Name: Jonathan Mothner

Title: Executive Vice President, General Counsel and Secretary

RETAIL FINANCE INTERNATIONAL HOLDINGS, INC.

/s/ Henry Greig

Name: Henry Greig

Title: Authorized Signatory

Schedule 1

GECC Transitional Arrangements

[See attached]

Project Blue TSA

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
Bank & Regulatory										
BR-1	IT Application Service & IT Access Right	Cybergrants	Gift Matching Program	Supplier to provide an IT Application Service & IT Access Right for Cybergrants used by the Company prior to IPO Date.	included in other charges	SSO	GE Corporate Microedge		Until Trigger Date	
BR-2	IT Application Service & IT Access Right	GE Volunteers	Volunteer Tracking	Supplier to provide an IT Application Service & IT Access Right for GE Volunteers used by the Company prior to IPO Date.	included in other charges	SSO	GE Corporate Microedge		Until Trigger Date	
BR-3	Non-IT Support Service	Loan Review Services	Loan Review Services	Supplier to provide a Non-IT Support Service for Loan Review Services used by the Company prior to IPO Date.	included in other charges		CAS GECC Internal Audit		6 months	
BR-4	IT Application Service & IT Access Right	Bwise	Bwise	Supplier to provide an IT Application Service and IT Access Right for Bwise used by the Company prior to IPO Date.	Annual Cost: \$71,327		GE Corporate Bwise		Until Trigger Date	Subject to execution of divestiture consent
BR-5	IT Application Service	ACL	Audit Command Language	Supplier to provide an IT Application Service for ACL used by the Company prior to IPO Date.	included in other charges		ACL		6 Months	
Compliance										
Comp-1	IT Application Service	Anti-Money Laundering (AML)	Software based anti-money laundering transaction monitoring tool utilized for credit and deposit products	Supplier will provide the Company with an IT Application Service, specifically, the Actimize AML Suspicious Activity Monitoring (AML-SAM) Solution used by the Company to support compliance with anti-money laundering laws/regulations. The Actimize AML-SAM Solution generates alerts upon detection of unusual/suspicious activity requiring review and disposition by the Company. Supplier will also provide the Company Second-Level Support, including Daily Support, specific to the Actimize AML-SAM Solution. Any project-based work would be separately priced. Current (2014) projects underway include: <ul style="list-style-type: none"> Customer Risk Rating - RC and SF instances - \$50,000 Customer Risk Rating—Retail Deposits—\$30,000 Actimize Data Separation (reporting and dashboards)—\$10,000 Projects yet to be launched that require GECC support: <ul style="list-style-type: none"> Actimize license acquisition and transition of RF-related data from the London server to a Synchrony server yet to be determined. 	Annual Costs: \$339,279 Annual Project Costs Estimated: \$90,000	GE Network Services—WAN	GE Capital Actimize		18 months	Service Level as provided in Schedule 7
Comp-2	IT Application Service	Conflict of Interest System	Conflict of Interest System	Supplier to provide an IT Application Service for Conflict of Interest system used by the Company prior to IPO Date. When Blue's GE employee SSO IDs become inactive, standard extracts can be provided within 3 weeks.	included in other charges	GE Employee SSO IDs	GE Corporate		Until Trigger Date	
Comp-3	Non-IT Support Service	Pre-Screening of Suppliers	Pre-Screening of Suppliers	Supplier to provide a Non-IT Support Service for Pre-Screening Suppliers as requested by the Company.	Quarterly Charges: \$140		GE Capital Shannon COE		15 months	
Comp-4	IT Application Service & IT Access Right	Trade Restricted Employees	Trade Restricted Employees	Supplier to provide an IT Application Service and IT Access Right to Trade Restricted Employees Application as used by the Company prior to IPO Date.	included in other charges		GE Capital		Until Trigger Date	
Comp-5	IT Application Service	Spirit and Global Ombuds Portal	Spirit—GE Ombuds System and Global Ombuds Portal	Supplier to provide IT Access rights and IT Application Service for Spirit, Supplier's Ombuds System as well as the Global Ombuds portal. Supplier to provide access to relevant data and use of application, including support, and will provide support to migrate historical data of the Company to a new system/application.	included in other charges	SSO	GE Corporate		Until Trigger Date	
Comp-6	Non-IT Support Service	Compliance Functional Experts	Compliance Functional Experts	Supplier to provide Compliance functional consulting services to the Company's Compliance personnel.	included in other charges	SSO	GE Capital HQ Compliance Team		Until Trigger Date	
Comp-7	IT Application Service	Watchlist Feed	Watchlist Feed	Supplier to provide an IT Application Service for the Dow Jones watchlist feed to the Company consistent with the manner in which this file has been provided prior to IPO Date.	included in other charges		GE Capital Dow Jones		6 months	
Finance										

Fin-1	IT Application Service	Fixed Asset Ledger	Fixed Asset Ledger	<p>Supplier will provide to the Company an IT Application Service in relation to the following applications used by the Company prior to IPO Date:</p> <ul style="list-style-type: none"> Fixed Asset Ledger - Addition, maintenance, depreciation of Fixed Assets. Send G/L files for balance sheet and depreciation posting. Perform quarterly account reconciliations. Adhoc reporting, customer service, etc. Access to files residing on GE Folders <p>As part of this Service, Supplier will also provide to the Company Second-Level Support in relation to the applications.</p>	included in other charges	GE Network Services— WAN GE Folders	GE Corporate	12 months
Fin-2	IT Application Service	Oracle Financials (India and Philippines)	Applications for financial accounting	<p>Supplier will provide to the Company an IT Application Service in relation to the following applications used by the Company prior to IPO Date for financial accounting:</p> <ul style="list-style-type: none"> Oracle Financials –(GL, AR, AP, FA) India and Philippines <p>As part of this Service, Supplier will also provide to the Company Second-Level Support in relation to the applications.</p>	Annual Costs: India \$20,406	GE Network Services— WAN	GE Corporate	18 months

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
Fin-3	IT Application Service	Consolidated Financials	MARS	Supplier will provide to the Company an IT Application Service in relation to MARS as used by the Company prior to IPO Date. As part of this Service, Supplier will also provide to the Company Second-Level Support.	included in other charges	SSO	GE Corporate		Until Quarter Close Following Trigger Date	
Fin-4	IT Application Service	Regulatory Reporting	Safari	Supplier will provide to the Company an IT Application Service in relation to Safari as used by the Company prior to IPO Date. As part of this Service, Supplier will also provide to the Company Second-Level Support.	included in other charges	SSO	GE Capital		Until Quarter Close Following Trigger Date	
Fin-5	IT Application Service	Hyperion	Financial Reporting tool	Supplier will provide to the Company an IT Application Service for Hyperion as used by the Company prior to IPO Date. Hyperion is an Oracle application used for financial reporting. Hyperion utilizes a separate licensing agreement. Data extract requests from the Company will be evaluated on an individual basis.	Annual Costs: \$352,549	GE Network Services—WAN SSO	GE Capital Oracle		Until Quarter Close Following Trigger Date	
Fin-6	IT Application Service	GETRES	Travel & Living—Travel Reservations (GETRES)	Supplier to provide all employee travel booked through the GE Travel Center by telephone or via the GETRes Online Booking Tool at travel.ge.com. All travel reservations must be booked using the credit card in the traveler's profile with the Travel Center. As part of this Service, Supplier will also provide to the Company Second-Level Support.	Included in Expense Processing	SSO	GE Corporate		12 months	
Fin-7	Non-IT Support Service	Expense Processing	Travel & Living—Expense Processing	Supplier to provide access to and use of the Travel and Living (T&L) and Peard expense processing infrastructure in place at IPO Date, including expense account processing and expense clearing. Supplier T&L and Peard expense processing includes use of the Supplier Corporate Card used for travel per the Supplier T&L Policy and the Supplier Peard used for purchases under the Supplier Peard Policy. Access to the shared-service T&L & Peard system. Pass through billing for actual travel and Peard costs incurred on the Corporate Card, Peard or out-of-pocket cash expenses included on expense reports. Costs will continue to be charged as per current method and will be passed on to disposed business via IBS. Any fees charged to the Corporate Card or Peard are included with the T&L/Peard transaction billing. All T&L and Peard transactions are billed in lump sum and existing accounting extracts that provide all transaction details will continue under the process in place at IPO Date. The current service fee pricing will continue. The standard Supplier audit process will continue to be performed, and will continue to be based on the Supplier T&L Policy and/or Supplier Peard Policy. Supplier OHR information for the disposed employees must be maintained for the duration of this TSA item, including continuation of employee SSO IDs (if the OHR TSA duration is shorter than T&L, the OHR TSA duration then applies for T&L). Manager and employee status fields should also be maintained. Contractor SSO IDs cannot be supported. If payroll changes are made, please coordinate timing with Supplier Travel so we do not inadvertently cancel T&L cards. No new organizations on the T&L/Peard system will be set up to facilitate a transition — the existing organization structure must remain for the duration of the TSA.	Most countries are charged at US\$ 7 per expense report, but the US is at US\$ 5.50. Fees are related to local statutory and/or VAT compliance related costs.	IBS	GE Corporate		12 months	
Fin-8	IT Application Service	Intercompany Billing System	System used to invoice intercompany charges. Includes inventory (PO related) and expense type items (ADN related)	Supplier to provide access to and maintenance of Intercompany Billing System, provided that Company agrees to the following: (1) The Company maintains all IBS users, billing, receiving and banking contacts, and to appoint a single contact to handle all IBS-related issues; (2) The Company maintains all system feeds into and out of the IBS system; (3) The Company ensures that all IBS users are removed promptly (within 2 business days) when they leave employment or no longer require access to IBS. (4) All future transactions to or from Company are to be billed directly to a Billing Unit Code (BUC) that is owned by the Company. Supplier	IBS usages will be billed at prevailing rates. Current bill-out rates are (\$ 0.75/ \$ 0.85) for incoming/outgoing invoices plus a ready to serve fee of \$ 2,500 per quarter	SSO	GE Corporate		24 months	

BUCS will not act as host or intermediary BUCS. Transactions for the acquired BUC will no longer flow through the Supplier Parent BUC.

(5) No amounts can be withheld by either Supplier or Company related to disputed invoices. Disputed invoices must be paid and then corrected via mutual agreement of the Buyer and Seller BUCS. Failure to follow the settlement rules is a violation of this TSA and will result in removal from IBS. Supplier reserves the right to terminate or suspend a BUC for non-payment after 30 day notice.

(6) Supplier is not responsible for IBS transactions of the Company with other non-Supplier entities. The Company will manage any collection issues with any BUC that is not Supplier owned. The IBS team may participate in a facilitation role with collection between the Company's BUCS and Supplier BUCS.

(7) Monthly settlement based on the IBS Corporate Summary Report will be on a gross basis, i.e., Supplier Company due to Company will be wired transferred based on up to 3 settlement groups (Americas, Europe, Pacific) to bank accounts specified by Company and Company due to Supplier Company will be wired transferred to a bank account specific by Supplier.

(8) The Acquired BUCS will either be Foreign Affiliates or established in a separate and distinct domestic settlement group (known in IBS as current account group) for settlement purposes. Only the Acquired BUCS will be the part of the newly created current account group. And ALL the Acquired Domestic Affiliates will be in a current account group created for the acquired company.) Settlement of Foreign and Domestic Affiliates: To the extent a foreign Billing Unit Code (a BUC) of the acquired company transacts with a domestic BUC of Supplier, or vice-versa, Supplier will settle those transactions weekly through the existing IBS procedure and as such the acquired BUC's settlement to Supplier or its agent (Citibank) in the case of FX contracts, must occur, in full, within 2 business days of notice.

(9) Settlement of Foreign to Foreign: To the extent a foreign Billing Unit Code (a BUC) of the acquired company transacts with a foreign BUC of Supplier, or vice-versa, Supplier will settle those transactions weekly through the existing IBS procedure and as such the acquired BUC's settlement to the corresponding foreign BUC or its agent (Citibank) in the case of FX contracts, must occur, in full, within 2 business days of notice.

(10) Settlement of Domestic to Domestic: To the extent a Domestic Billing Unit Code (a BUC) of the acquired company transacts with a Domestic BUC of Supplier, or vice-versa, Supplier will have available a report of the all transactions on the 1st Tuesday of the following fiscal month. The Acquired BUCS will produce (run) their own reports using IBS. On the 15th of the month, or the next closest business day, Supplier will pay their payables and collect on their receivables. The cash transaction is according to the Corp Settlement report.

(11) The cash payments for domestic affiliates is via wire transfer into the bank accounts that Supplier and the Acquired company specify.

(12) If the Acquired company wants to delete a BUC, it is their responsibility to communicate with their counterparties (BUCS that send or receive invoices to/ from them) the timing and the process for sending/ receiving a 1st class invoice. Notice must be provided to the BUC's contact at least 60 days before the BUC is deleted in IBS.

(13) If the divested company requests customized programming, the costs for the programming efforts will be billed at a mutually agreed to rate.

(14) All system changes/enhancements must be adopted and implemented consistent with other Supplier businesses

(15) When a FX contract is required, the divested company will execute the FX contract, make payment and report the details of the FX contract back to IBS within 2 business days. Supplier will not execute FX contracts on behalf of the divested company.

Fin-9	Non-IT Support Service	Fixed Assets Record Maintenance North America	Fixed Assets Record Maintenance North America	Supplier to provide accounting services and record maintenance for fixed assets and depreciation, including required general ledger feeds and reporting to support reconciliations.	included in other charges		GE Corporate	12 months	
Fin-10	Non-IT Support Service	Fixed Assets Record Maintenance Asia/Pac	Fixed Assets Record Maintenance Asia/Pac	Supplier to provide accounting services and record maintenance for fixed assets and depreciation, including required general ledger feeds and reporting to support reconciliations.	included in other charges		GE Corporate	18 months	
Fin-11	IT Application Service	SIMCON	Integrity checking application on SOx spreadsheets	Supplier to provide an IT Application Service to SIMCON used by the Company prior to IPO Date.	Included in GEMS charges		GE Capital		Until Trigger Date
Human Resources									
HR-1	IT Application Service & IT Access Right	Oracle HR	HR platform for staff management. Oracle HR is also the master repository for downstream applications including, but not limited to, SSO and email.	Supplier will provide access and support for the following systems, applications and content: OHR (includes Self-service tools, Security Module and COLA bolt on), Oracle Data Warehouse (provided the Company Obtains Business Objects licenses), Company Organization Directory, eEMS, MyGoals, My Organization/Session C, HR Analytics, eComp (including Salary and IC planning), MyInformation, MyLearning/LMS (all content, including Skillsoft and HMM licensed content, SkillsSoft Individually licensed IT curriculum and e360 functionality) , Global Reward & Recognition. All current Business inbound and outbound interfaces will be supported during the duration of this TSA item. the Company will be required to comply with any/ all data configuration requirements or modifications applied to all Supplier businesses as directed by Supplier.	\$50 per employee per year	GE Network Services— WAN	GE Corporate Oracle	24 months	Service Level as provided in Schedule 7
HR-2	Non-IT Support Service	Non-US Payroll and Benefit Administration (Includes India and Philippines)	Payroll and benefits services as provided prior to closing.	Supplier will provide non-US payroll services and benefits plan administration, including use of the eLeave where applicable. Such services and access rights will be provided only if provided by GE immediately prior to the Effective Date. The scope and cost of this service will be adjusted on a pro rata basis for reductions in employees. The GE Shares plan will continue to be offered and administered by GE in the locations that it is currently offered until such point as GE owns less than 50% of the Company. It is specifically agreed that services associate with the Chubb Pan-European Personal Travel and Accident Policy for all European locations and GE UK Defined Benefit Plan will not be provided.	Pass through of current administration cost. Roughly .6% gross payroll for Payroll in India, .8% in Philippines, benefits administration billed separately	Oracle HR	GE Corporate	12 months post Trigger Date	Service Level as provided in Schedule 7

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
HR-3	Non-IT Support Service	US Payroll and Benefit Administration (includes Canada and Puerto Rico)	Payroll and benefits services as provided prior to IPO Date.	Supplier to provide payroll services, benefit program administration (including, Executive Compensation administration/processing and subject to insurance provisions of the sale agreement, Workers' Compensation Insurance), access to JoinGE, Employment verification services and the Service Award System. Such services and access rights will be provided only if provided by Supplier immediately prior to IPO Date.	Pass through of current administration cost.	Oracle HR	GE Corporate		Until Trigger Date	Service Level as provided in Schedule 7
HR-4	IT Application Service	HRiS Interpay Non-US	Program which extracts data from Oracle HR and transforms it into a file that is readable by the payroll system, avoiding double keying of information and ensuring integrity of payroll data	In the jurisdictions and locations where these services have been provided by Supplier to the transferred employees immediately prior to IPO Date, Supplier will provide the Interpay application for as long as: (1) payroll services are provided by Supplier, (2) OHR is used and (3) the current payroll configurations are maintained. The services would be limited to ensuring that the application is operational, payroll files are sent according to schedule to existing vendor under current conditions, and any follow up activities would be limited to basic RTS (Readiness to Serve) activities which would include responding to basic queries from a single power user from each region or country, as appropriate. No interface modifications to this highly customized tool will be made in order to continue service. This service will terminate in each jurisdiction when payroll transitions.	Included in Payroll and Benefit Administration Costs	Oracle HR Payroll and Benefit Administration	GE Corporate HRiS		12 months post Trigger Date	
HR-5	IT Application Service	HRiS Interpay US	Program which extracts data from Oracle HR and transforms it into a file that is readable by the payroll system, avoiding double keying of information and ensuring integrity of payroll data	In the jurisdictions and locations where these services have been provided by Supplier to the transferred employees immediately prior to IPO Date, Supplier will provide the Interpay application for as long as: (1) payroll services are provided by Supplier, (2) OHR is used and (3) the current payroll configurations are maintained. The services would be limited to ensuring that the application is operational, payroll files are sent according to schedule to existing vendor under current conditions, and any follow up activities would be limited to basic RTS (Readiness to Serve) activities which would include responding to basic queries from a single power user from each region or country, as appropriate. No interface modifications to this highly customized tool will be made in order to continue service. This service will terminate in each jurisdiction when payroll transitions.	Included in Payroll and Benefit Administration Costs	Oracle HR Payroll and Benefit Administration	GE Corporate HRiS		Until Trigger Date	
HR-6	IT Application Service	Benefits.ge.com Non-US	Employee self service site where employees can access their benefits, payroll information, employee services information & FAQ's	In the jurisdictions and locations where these services have been provided by Supplier to the transferred employees immediately prior to IPO Date Supplier will continue to provide Benefits.ge.com for as long as payroll is still being provided by Supplier. This service will terminate in each jurisdiction when payroll transitions.	Included in Payroll and Benefit Administration Costs	Oracle HR Payroll and Benefit Administration	GE Corporate		12 months post Trigger Date	
HR-7	IT Application Service	Benefits.ge.com US	Employee self service site where employees can access their benefits, payroll information, employee services information & FAQ's	In the jurisdictions and locations where these services have been provided by Supplier to the transferred employees immediately prior to IPO Date Supplier will continue to provide Benefits.ge.com for as long as payroll is still being provided by Supplier. This service will terminate in each jurisdiction when payroll transitions.	Included in Payroll and Benefit Administration Costs	Oracle HR Payroll and Benefit Administration	GE Corporate		Until Trigger Date	

HR-8	Non-IT Support Service	HR Operations Administration Non-US	HR Operations services as provided prior to closing.	In the jurisdictions and locations where these services have been provided by Supplier to the transferred employees immediately prior to IPO Date, Supplier will provide HR Operations services consistent with past practice. The scope and cost of this service will be adjusted from time to time as the Company transitions employees off this support on a country basis. HR Operations services must remain in effect for same duration as payroll and benefits support by country. This includes compensation survey data.	Included in Payroll and Benefit Administration Costs	Oracle HR Payroll and Benefit Administration	GE Corporate		12 months post Trigger Date
HR-9	Non-IT Support Service	HR Operations Administration US	HR Operations services as provided prior to closing.	In the jurisdictions and locations where these services have been provided by Supplier to the transferred employees immediately prior to IPO Date, Supplier will provide HR Operations services consistent with past practice. The scope and cost of this service will be adjusted from time to time as the Company transitions employees off this support on a country basis. HR Operations services must remain in effect for same duration as payroll and benefits support by country. This includes compensation survey data.	Included in Payroll and Benefit Administration Costs	Oracle HR Payroll and Benefit Administration	GE Corporate		Until Trigger Date
HR-10	Non-IT Support Service	U.S. Disability Management	U.S. Disability Management (STD, SCP, LTD, Disability Pension)	For all existing Disability claims incurred prior to the IPO Date, Supplier will continue to provide management of claims until the employee returns to work or exhausts their GE benefits. Direct Access to GE Disability Management systems will not be allowed. However, a periodic update report will be provided. Frequency of update report to be agreed upon between the Company and Supplier. (Insurance Section in EMA describes how Workers' Comp coverage will be covered.	Dependent on Employee Matters agreement as to who pays cost of disabled employees. If the Company, will just be pass through costs.		GE Corporate Supplier	1 month	Up to point where all Disability cases have returned to work or exhausted their GE benefits
HR-11	IT Application Service	HR Hiring Simplified	Software application to assist with the employee on-boarding process	Supplier to provide continued access and use of Hiring Simplified (a Kinexa 3rd party application) for one to two users in order to run reports using historical data only. During the period post IPO to Trigger Date, Access to these systems will be granted to a limited number of users in order to run reports on historical data only. These systems will all be available to the business at current cost.	Annual: \$102,000	None	GE Corporate Kaneda	1 month	3 months post Trigger Date
HR-12	Non-IT Support Service	GE International Support / Global Mobility Services for expatriates	GE International Support / Global Mobility Services for Expatriates	Supplier to provide expatriate administration, relocation, immigration and tax preparation services where these services have been provided by Supplier to the Business employees immediately prior to IPO Date. The full suite of services must continue during the transitional period. It is not possible to continue a subset of these services. The length of expatriate transitional support will vary based on the transition of the home and host country payroll to the Company. Typically, when Supplier ceases to support the home country payroll, the expatriate support will also cease. Note: US outbound GMEs will need to transition when US Payroll and Benefits support ceases.	Charges to be billed at the current per employee rate based on the services provided, as applicable to all GE businesses	OHR	GE Corporate		The lesser of 12 months post Trigger Date or the duration of the OHR TSA item
HR-13	Non-IT Support Service	Corporate-sponsored Leadership Training Programs	Corporate-sponsored Leadership Training Programs (HRLP, CLP, OMLP, FMP, ITLP, ECLP)	Supplier to provide training program participants who elect to transfer to the Company upon IPO Date the ability to continue to participate in GE leadership program coursework and receive GE certificates upon graduation from their respective program.	Billed at actual costs		GE Corporate		For duration of current rotational assignment
HR-14	Non-IT Support Service	ISOS— Emergency Travel Services	ISOS— Emergency Travel Services	Subject to the terms of any contracts with the providers, Supplier to make available ISOS and Global Travel Services—includes Medical alerts, repatriation and recommendations for travel—email notification system as well as coordinates medical services on a corporate contract. Supplier will not have liability for these services.	Pass through of actual cost (if service is utilized), no admin cost		GE Corporate		12 months Post Trigger Date
HR-15	IT Support Service	Historical HR Data	Historical HR Data	Supplier to provide Business Payroll, Benefits and HR historical data to the Company. If data is provided in an existing standard extract format, there will be no cost to the Company. If a new format or customized format is requested by the Company or a third-party is engaged to extract or manipulate the data, the costs will be billed to the Company.	included in other charges if standard format provided; if customization required, cost to be quoted prior to initiating work		GE Corporate		Prior to TSA Close

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
HR-16	IT Application Service	GE Learning	Online courses	Supplier to provide access to GE Learning and online courseware used by the Company prior to IPO Date.	Annual: \$166,000 Variable based upon headcount		GE Corporate		24 months	
HR-17	Non-IT Support Service	GE Capital Leadership Learning CoE	GE Capital Leadership Learning CoE	Supplier to provide access to the GE Capital Leadership Learning CoE which provides design, delivery of leadership classes to Company used by the Company prior to IPO Date.	Annual: \$466,000		GE Capital		6 months	
HR-18	Non-IT Support Service	Medical Facilities in CT	Access to Medical Facilities in CT and Gym Facility at 800 Long Ridge Road in Stamford	Supplier to provide access to the medical facilities in CT and Gym Facilities at 800 Long Ridge Road in Stamford used by the Company prior to IPO Date.	Annual Cost: \$57,000 \$6 per employee per year		GE Capital		6 months	
HR-19	Non-IT Support Service	Training Courses	Training Courses including Crotonville	Supplier to provide training program curricula (including Crotonville leadership, essential skills, finance, HR, Commercial, IT, etc...) to the same extent provided to all GE businesses and consistent with previous levels of support offered to Company. Support includes access to courses offered at Crotonville and other GE Learning Center locations globally and other courses offered regionally at other locations.	Charges to be billed at standardized billing by course as applicable to all GE businesses.		GE Corporate		Until Trigger Date	
HR-20	Non-IT Support Service	Employee Assistance Program	Employee Assistance Program	Supplier to provide use of the Employee Assistance Program used by the Company prior to IPO Date.	\$17.76 per employee per year		GE Capital		Until Trigger Date	
HR-21	Non-IT Support Service	GE Product Purchase Plan	GE Product Purchase Plan	Supplier to provide access to the GE Product Purchase Plan used by the Company prior to IPO Date.	included in other charges		GE Corporate		Until Trigger Date	
HR-22	Non-IT Support Service	GE Opinion Survey	GE Opinion Survey	Supplier to provide access to the GE Opinion Survey used by the Company prior to IPO Date.	included in other charges		GE Corporate		Until Trigger Date	
Insurance										
Ins-1	N/A	Property and Casualty Insurance	Property and Casualty Insurance	Supplier to provide a non-IT Support Service consisting of the continuation of such Insurance coverage for the Company and its relevant Affiliates that was in place prior to IPO Date for the following insurance coverages: <ul style="list-style-type: none"> • Auto Liability • General Liability • Global Property • Specialty • Surety • Worker's Compensation 	Based on Actuals Annual Costs: \$12,800,000		GE Capital		Until Trigger Date	Refer to master agreement for early termination (prior to Trigger Date)

Information Technology

IT-1	IT Application Service & IT Access Right	Email	Email Infrastructure, e-Mail address use, e-Mail Processing	<p>Supplier will provide to the Company an IT Application Service & IT Access Right in relation to the MS-Exchange server-side application used by the Company prior to IPO Date.</p> <p>As part of this Transitional Arrangement, GECC will provide to the Company:</p> <ul style="list-style-type: none"> • use of the <employee>@ge.com email address for the Company's employees (Supplier will work with the Company to define and implement a mutually acceptable method of forwarding <employee>@ge.com email to corresponding Company's email accounts; • SMTP relay; • spam filtering; • email routing support to domains registered to the Company; • Enterprise Mobility Services; • system operation and capacity management of Exchange servers; • software updates; • Relevant AD management; • mailbox restoration support; and • snapshot of email boxes of the Company's employees in .pst format as of time of migration to the Company's email system <p>(including only email boxes which reside on GE Exchange servers and excluding locally stored folders and mailboxes).</p> <p>As part of this Transitional Arrangement, Supplier will also provide Second-Level Support.</p> <p>In addition, Supplier will provide to the Company an IT Access Rights to the following applications:</p> <ul style="list-style-type: none"> • Microsoft Windows Server CALs • Microsoft Exchange CALs & Mobility CALS • X.509 security certificates 	Based on actual consumption at published GO-IT rates, inclusive of future published rate changes/adjustments IT Assessment: \$2301960	GE Network services— WAN or VPN Remote Access	GE Corporate GE Capital Microsoft	24 months
IT-2	IT Application Service	Support Central	Tool used to store files and documents online. Provide portal and generic workflow services across functions.	<p>Supplier will provide to the Company an IT Application Service in relation to the Support Central application used by the Company prior to IPO Date as:</p> <ul style="list-style-type: none"> • A user support request tool; • An intranet; • A knowledge sharing and collaboration tool (e.g., its GE Folders functionality, GE Libraries, Calendar, GE Wiki); • An externally available secure portal for certain third parties (e.g., insurance, collections); and • Helpdesk tool. <p>SupportCentral may be utilized by the Company in support of workflows associated with the Transferred Business, or as required for receipt of other Services defined in the TSA.</p> <p>As part of this Transitional Arrangement, <GECC> will provide to the Company Second-Level Support in relation to the above application(s).</p> <p>Project-based elements of this Transitional Arrangement Supplier will provide to the Company, upon request, the documents (but not the trouble ticket data, workflows or data forms) stored in SupportCentral that were generated by, or are exclusively relevant to, the Company. There may be a charge for this data extract.</p>	Included in IT Assessments	SSO GE Network services WAN or VPN Remote Access	GE Corporate	12 Months
IT-3	IT Application Service	Collaboration Tools: Instant Messaging and Web Meeting Service	Internal instant messaging system / Instant meeting tool	<p>Subject to the software vendors' consent(s), Supplier will provide to the Company an IT Application Service in relation to the following collaboration tools: Instant messaging and Web meetings used by the Company.</p> <p>As part of this Transitional Arrangement, Supplier will also provide Second-Level Support.</p>	Included in IT Assessments	SSO GE Network services WAN or VPN Remote Access	GE Corporate GE Capital	12 Months
IT-4	IT Application Service	Intranet	InsideGE System	<p>Supplier will provide access to the Inside GE home page, including access to the named applications in the schedule that reside on the home page.</p> <p>As part of this Service, Supplier will also provide to the Company Second-Level Support in relation to the GE Intranet.</p>	Included in IT Assessments	GE Network Services— WAN or VPN Remote Access	GE Corporate Brightcove	24 months

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
IT-5	IT Application Service	VPN Remote Access	Remote VPN services including user administration	Supplier will provide to the Company an IT Application Service in relation to remote access services with secure token management enablement through the ACE and RADIUS applications used by the Company prior to IPO Date. As part of this Transitional Arrangement, Supplier will provide to the Company Second-Level Support, relevant hard tokens and client software.	\$.71 per PC per month	SSO	GE Corporate		18 months	Service Level as provided in Schedule 7
IT-6	IT Application Service or IT Access Right	VisionPLUS	Credit card processing and installment loan software	<p>From IPO Date until Trigger Date, Supplier will provide to the Company an IT Access Right in relation to use of the VisionPLUS and related software used by the Company prior to IPO Date for receivables processing.</p> <p>After Trigger Date, unless otherwise agreed with PaySys pursuant to Section 2.7(d) of the Agreement, Supplier will provide to the Company an IT Application Service in relation to the VisionPLUS and related software used by the Company prior to IPO Date for receivables processing provided, however the Transferred Business has no Access Right to source code, associated modules or technical documentation. However production use of object code and user documentation is included in the Transitional Arrangement. Permitted Access does not extend beyond the Transferred Business.</p> <p>As part of the VisionPLUS Service, Supplier will:</p> <ul style="list-style-type: none"> • Provide to the Company Production Support Services in relation to the VisionPLUS software and associated modules using GE preferred third parties. • Make available a team with appropriate knowledge of the VisionPLUS software and associated modules, and subject to clauses 2.7 and 5 of the Agreement that team shall make such developments and modifications to the VisionPLUS software application and associated modules. • Provide to the Company Second-Level Support in relation to the VisionPLUS software and associated modules. <p>Also with respect to the VisionPLUS Service,(subject to costs quoted by GECC). <GECC> will:</p> <ul style="list-style-type: none"> • Implement if requested by the Company any software enhancement upgrades that are received from PaySys pursuant to GE'S existing arrangement with PaySys and that are relevant to the Company • Use its best efforts to procure for the Company, via GE's third party arrangements, any developments or modifications to the applicable VisionPLUS software modules and/or Interfaces which are requested by the Company and which are reasonably required to implement: <ul style="list-style-type: none"> • Any changes which are required to the VisionPLUS software as a result of a change in any Applicable Laws • The Company's transition off the VisionPLUS software within the Transition Period to the Company's designated replacement system • Provide if requested by the Company conversion assistance in relation to the Company's designated replacement system 	Annual Costs: \$77,549	GE WAN	GE Capital Paysys		12 months	IT Application Service arrangement does not commence until Trigger Date. Until then, IT Access Right.

IT- 7	IT Support Service	GE Network Service— WAN/LAN	Network, switching & support services	Supplier will: <ul style="list-style-type: none"> • permit the Company to use GE’s network, including the network links provided to GE by third parties; • provide circuit provisioning services (data and voice) using GE third party providers subject to consent; until such time as Company negotiates their own contracts with 3rd party providers. • permit the Company to use IP addresses within the IP range registered by or on behalf of GE; • provide to the Company network and switching services particularly in relation to network hub peering points to the GE WAN and internet proxy; • provide support to the Company in resolution of network faults and domain name contentions; and provide session management support for connection to the in-scope application system environments, • provide device (routers, load-balancers, proxies and switches) management for data center locations • provide firewall Management at data center locations • provide device (routers) management for domestic branch network <p>each to the extent required by the Company to use the other GE IT Services. The Parties acknowledge that Supplier may enhance its security standards or requirements pertaining to access to the IT Support Service.</p> <p>Supplier will provide to the Company Second-Level Support in relation to the Company’s network and systems to the extent that Supplier also uses after IPO Date, and therefore has some expertise in, the same network devices or systems.</p> <p>On an as requested basis, GECC will transfer ownership of existing circuits to Company (subject to consent) upon the expiry or termination of the use of GE’s 3rd party telecom contracts.</p>	Based on actual consumption at published GO-IT rates, inclusive of future published rate changes/adjustments Annual costs = \$34,872,237	None	GE Go-IT Telecomms Providers	24 months Service Level as provided in Schedule 7
IT- 8	IT Support Service	GO-IT Data Centers	Shared data centers at: <ul style="list-style-type: none"> • Alpharetta • Cincinnati (Hill) • Cincinnati (Mason) 	Supplier will continue to provide floor space, cooling, and associated LAN ports as currently managed by GO-IT. Service includes storage, backup, server hosting including all utilities, and other services consistent with pre-close support and billing included in the current GO-IT billing model.	Included in Data Center—Midrange Charges Based on actual consumption at published GO-IT rates, inclusive of future published rate changes/adjustments	GE Network Services— WAN	GE Go-IT 3rd party data centers	24 months Service Level as provided in Schedule 7
IT- 9	IT Support Service	AS/400	Data Center— AS/400 (US)	AS/400 Computing (hosting and administration related), Storage, Backup, LAN, and associated services in GO-IT Data Centers and remote managed sites (per the configuration at date of Listing). 2 Disaster Recovery tests per year are included in this service.	Annual Costs: \$438,151 Based on actual consumption at published GO-IT rates, inclusive of future published rate changes/adjustments	GE Network Services— WAN	GE Go-IT	24 months Service Level as provided in Schedule 7
IT- 10	IT Support Service	Mainframe	Data Center— Mainframe (US)	Mainframe, Storage, Backup, Disaster Recovery services and Network services currently provided by an GO-IT Data Center. Includes continued support and operations of the CA7 job scheduling. 2 Disaster Recovery tests per year are included in this service.	Annual Costs: \$19,279,578 Based on actual consumption at published GO-IT rates, inclusive of future published rate changes/adjustments	GE Network Services— WAN	GE Go-IT	24 months Service Level as provided in Schedule 7

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
IT-11	IT Support Service	Data Center and Business Center - Midrange (US)	Data Center - Midrange (US)	<p>Supplier will provide the company with Data Center hosting, midrange system administration Network Management and associated services within GO-IT Data Centers and remote managed sites where there are GO-IT Fully Managed devices (per the configuration at date of signing)</p> <p>The scope of Systems administration includes: Windows, Solaris & Linux as well as virtualization platforms (VMWare, Citrix, Solaris Zones and LDOMS) Data Center Hosting and system administration will adhere to the standards of GO-IT fully managed services including but not limited to:</p> <ul style="list-style-type: none"> • HPA Compliance • Level 2 & Level 3 Support • Change, Incident & Problem Management • Access to System Management tools such as SAPM, SUPM, etc. • Server Patching and Vulnerability remediation • Software Packaging (Citrix) • Standard GO-IT Monitoring & Automation support • Data Center Support Services (Hands & Feet) • Continued use of HP 4-walls support for Hardware support • Access to vendor support agreements provided as part of the GO-IT sysadmin service • Avamar data backup and restore services for limited sites 	Based on actual consumption at published GO-IT rates, inclusive of future published rate changes/adjustments Annual Costs: \$12,129,000	GE Network Services— WAN	GE Go-IT		24 months	
IT-12	IT Application Service	Mark Monitor	Web brand protection services	Supplier will provide web monitoring of GE Capital brands (but not any new company branding) for potential phish manipulation or fraudulent domain redirection used by the Company prior to IPO Date as long as the Company is utilizing some form of GE Capital Branding	included in other charges	None	Mark Monitor		6 months	
IT-13	IT Application Service	Commercial Media	Commercial Media	<p>Supplier will provide infrastructure hosting (including 3DNS and DR Site) of current web sites (including gogecapital) used by the Company prior to IPO Date at the Cincinnati and Alpharetta Data Centers.</p> <p>Commercial Media services also include support for:</p> <ul style="list-style-type: none"> • Responsys eMail Marketing • Secure Messaging Portal (SMP) • Atlas mobile application • Access GE • Gomez Application Monitoring service • Omniture customer behavior tracking and • eCMS <p>As part of this Transitional Arrangement, GECC will provide 24x7 infrastructure support, outage management, and dedicated content managers.</p>	Annual charges: \$953,625		GE Capital		12 months provided Google licenses are only until Trigger Date	
IT-14	IT Support Service	Domain Names	Maintenance and administration of GE Capital domains	<p>Supplier will provide Website URL/DNS registration and management used by the Company prior to IPO Date.</p> <p>Domain names and redirects are in Exhibit A to this Schedule I.</p>	Annual costs: \$149,837 Based on Actuals	None	CSC			Provide notice within 12 months and redirect for 12 months

IT-15	IT Support Service	End User Services in India only	Maintenance and management of end user desk side assets (laptops, desktops, blackberries, WYSE terminals)	Supplier to provide access to and use of Level 2 services to support standard Core Load applications (If Level 1 is unable to resolve the issue they dispatch the case to a Level 2 support individual). Where EUS / DTU is in place "Standard Core Load applications" is extended to include all services delivered under the existing EUS / DTU Local Services Agreement.	Billed directly to the Company by Third Party Supplier subject to an early termination fee equivalent to 15% of fees to the end of the contractual term.	SSO	Dell—Asia	3 Months	24 months	Tri-Party agreement required between GE, Company and Dell upon Trigger Date.
IT-16	IT Support Service	Telecommunications Services (Global)—Voice	Telecommunications Services (Global)—Voice	Supplier to assist in securing continued availability for all voice related services such as Inbound (800 services)/Outbound dialing plans, LEC services.	Charges included in Network WAN/LAN Based on actual consumption at published GO-IT rates, inclusive of future published rate changes/adjustments	None	Various Suppliers		24 months	
IT-17	IT Support Service	Telecommunications Services (Global)—Personal Voice	Telecommunications Services (Global)—Personal Voice	Supplier to provide access to Global Telecommunication Services under GE global contracts including: telecomm maintenance plans, long distance calling, audio conferencing, Domestic Calling Cards, International Direct Dials), Granite, Mobile Phones and Blackberries used by the Company prior to IPO Date. Access to Personal Services Portal and MyiTemS will continue until such time as these personal services expire.	Annual Costs: \$2,618,551 Based upon actuals	None	Various Suppliers		24 months	
IT-18	IT Support Service	GDC Access	GDC Support /Outsourcing Connectivity	Supplier to continue to provide communications/ connectivity to outsourced functions in various locations.	Included in Network Costs	Use of GE GDC MSA	Various Suppliers		12 months	
IT-19	IT Support Service	GDC's	Use of GE MSAs with GDCs for terms re: SOWs for application support services	Supplier will provide access to selected GE suppliers under the auspices of GE's contract for Company's application maintenance and support services (development and break fix activities) services for software used in business applications used by the Company prior to IPO Date.	Billed directly to the Company by Third Party Supplier	None	Birlasoft iGate Tech Mahindra Pactera (formerly HiSoft) Genpact Softtek		12 Months	Subject to vendor consent at IPO Date for Softtek
IT-20	IT Application Service	Enhanced Authentication Services	Authentication Services	Supplier will provide to the Company an IT Application Service in relation to the Enhanced Authentication Service used by the Company prior to IPO Date. As part of this Transitional Arrangement, GECC will provide expertise and support for the Company's EAS environment.	Annual Costs: \$2,170,627	None	GE Capital RSA		18 months	Service Level as provided in Schedule 7
IT-21	IT Support Service	OneGE Helpdesk	Level 1 Helpdesk Services	Supplier will provide access to the OneGE helpdesk service for all level 1 application and infrastructure support as used by the Company prior to IPO.	Annual Costs: \$973,000 Based on actual consumption at published GO-IT rates, inclusive of future published rate changes/adjustments	None	GE Go-IT Genpact or CompuCom		24 months	Service Level as provided in Schedule 7
IT-22	IT Application Service	ITAM	Client Asset Management services	Supplier to provide to the Company a GE IT Application Service in relation to the ITAM services (IT client management & application packaging) used by the Company prior to completion.	Annual costs: \$76003	GE Network Services—WAN	GE Corporate GE Capital		12 months	
IT-23	IT Application Service	Opsware	Server Asset Management services provided by the GE Capital Americas team	Supplier to provide to the Company a GE IT Application Service in relation to the Opsware services (IT server management) used by the Company prior to completion.	\$7 per month per server	GE Network Services—WAN	GE Corporate		18 months	

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
IT-24	IT Application Service & IT Access Right	Data Loss Prevention	Data Loss Prevention	Supplier to provide IT Application Service & IT Access Right for the Data Loss Prevention services including Digital Guardian and Global Access Controls. The service will include IT Access Rights to Digital Guardian for all existing services and functionality used by the Company prior to IPO Date. Supplier will provide agent deployment and compliance as used by the Company prior to IPO Date. As part of this Transitional Arrangement, GECC will provide to the Company: Continued reporting and metrics on removable media exceptions and agent deployment across agent endpoints.	Annual costs: \$919,366		GE Capital GE Corporate Verdasys CA		18 Months	Service Level as provided in Schedule 7
IT-25	IT Support Service	Telepresence	Telecommunication - Video/Telepresence Services	Supplier to provide continued remote support for Video conferencing, Telepresence and video bridging systems including support for Company rooms and use of shared backend services (bridging, call managers, etc.). Provide assistance to the Company at agreed upon time or prior to termination of TSA term in transitioning services to the Company-specific backend and transition to a new provider. Any transition costs (hardware or labor) will be the responsibility of the Company, the Company will be subject to any new costs or liquidations consistent with all devices and users of GO-IT Video Service offerings."	Annual Costs: \$319,000 Based on Actuals	MS Exchange	Cisco		24 months	
IT-26	IT Support Service	MozyPro	Cloud Backups	Supplier will provide to the Recipient access to MozyPro for the purposes of providing cloud backup and restore services for individual personal computers.	Approximately \$3900 per month Based upon usage (\$4.50 per account per month)		MozyPro		12 months	
IT-27	IT Application Service & IT Access Right	Colab	Collaboration Tool	Supplier will provide to the Company an IT Application Service & Access Right for Colab used by the Company prior to IPO Date.	Included in IT Assessments		GE Corporate Cisco		12 months	
IT-28	IT Application Service & IT Access Right	ServiceNow	ITIL Tool for Change and Configuration Management	Supplier will provide to the Company an IT Application Service & IT Access Right for ServiceNow used by the Company prior to IPO Date.	Annual Costs: \$269904 (\$18.70 per user)	SSO	GE Corporate ServiceNow		24 months	
IT-29	IT Application Service & IT Access Right	NBSM	NBSM software product supporting credit card, personal loan and mortgage processes	Supplier will provide to the Company an IT Application Service & IT Access Right in relation to the NBSM analytics software used by the Company prior to IPO Date for new customer credit scoring. As part of this Service, Supplier will also provide Second-Level Support for this software	Annual Costs: \$111,273		GE Capital Experian		180 days	
IT-30	IT Application Service	Movi / Cisco Jammer	Movi Desktop software (renamed to CISCO Jabber Video)	Supplier to provide IT Application Service for Movi (Cisco Jammer) desktop video conferencing service used by Company prior to IPO Date	Annual Costs: \$ 12,155 (one-time license fee of \$150 and a \$5 recurring monthly fee) Based upon Actuals	GE Network connection (or through VPN)	GE Corporate CISCO		December 31, 2014	

IT-31 IT Support Service	EUS—Core Image & Patching Management	Core Load Management Support & Patch Management	Supplier to provide IT Support Service for Coreload Management services used by Company prior to IPO Date.	Included in IT Assessment	GE Corporate —Go-IT	24 months
			<p>Design and build of common, standard Windows 7 GE image, supporting GE approved hardware, providing certified software and individual business settings, presented in 22 different languages. Windows 7 image containing core applications and business required software titles. Online image process driven by client engineer selections, drives business by business software installations and settings.</p> <p>New core load services will be built on a time and materials basis.</p> <p>Client patching comprises of two services Windows Software Update Services (WSUS) and PCHS for Windows XP, Windows 7 and Windows 8 PCs including operating system patches, Office 2k3/2k7/2k10 patches and Internet Explorer patches. The WSUS service includes environment management, GE trackable patch distribution, non-GE trackable patch distribution at business request. PCHS application manages the deployment and defect resolution of PC vulnerability remediation (patches) leveraging the software distribution environment (ITAM). Focus areas include Microsoft Super Tuesday patching, non-Microsoft patching such as Adobe products and patch execution data reporting. PCHS package creation, standard process for testing and implementation via business ITAM environments, patching data analysis & reporting, assistance with resolution of issues that arise due to patch deployments (including Microsoft engagement), additional security and configuration toolsets to enhance health of PCs and standardized communication process are included in this service.</p>			
IT-32 IT Support Service & IT Access Right	Security Services— GE Capital	Security Services performed by GE Capital	Supplier to provide IT Support Service for the following services used by Company prior to IPO Date:	Annual Costs: \$9,600,000	GE Capital	24 Months provided Encase licenses are only 18 months
			<ul style="list-style-type: none"> • Provide policy sets and facilitating the deployment of sensors (ESG) • Remote forensics imaging - Investigative services through remote forensic imaging of user endpoints (Encase) • Security Incident management, tracking, and metrics; Trending information around security incidents can be provided upon request. • Ad-hoc reporting, troubleshooting, report template creating, user access provisioning, and act as the liaison between Corporate and Company (Qualys) • Provide compliance tracking of endpoint deployments (McAfee EPO) • Tracking of assessment completions, provide escalation point and issue management (Blue Team) • Tracking of assessment completions, provide escalation point and issue management (Red Team) • Tracking of remedial actions, compensating controls, and mitigation recommendations (3PC) • Regularly scheduled reporting of current open vulnerabilities, and outstanding operational variance and exceptions. Report on current authentication and scan coverage of the tool set (Vulnerability Mgmt) • HPA activity reports, alerting, ticketing processing, issue management and metrics 			

IT-33 IT Support
Service

CTO—
Capital IT
Risk
Solutions
Group

IDM & Critical
Path, Active
Directory Services

Supplier will continue to provide access and support to the existing services and functionalities offered by the CTO organization, used by the Company prior to IPO Date.

Annual Costs for:
\$654,373

GE Capital

24 Months Service Level as
provided in Schedule 7

As part of this Transitional Arrangement, Supplier will provide to the Company:

- Support for Sun IDM and access to Critical Path, including managing, monitoring, configuring and troubleshooting issues related to the infrastructure;
- Authentication to Domain Services that manage user logins to the GE Domain used by the Company prior to completion including Active Directory authentication services, DNS name resolution services, and Active Directory group administration (as per GE security policy), upgrades, Password Reset/Account Lockout cases, and Implementation of AD Design Changes
- Deployment of DG, Splunk, CA Access Control (AC) and UNAB policies; Troubleshooting and leading upgrades (new versions); Installation; and configuration.

Supplier will only support a trustless AD migration between GECC domain and Company during the TSA period.

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
IT-34	IT Support Service & IT Access Right	Identity & Access Controls	Identity & Access control solutions & services	Supplier will provide creation of digital identity, authorization of identity to applications and ability to authenticate/provide access to integrated applications based on identity. The applications required to support these processes may include: <ul style="list-style-type: none"> Identity Management Services (IDM) Directory Services (Corp Directory & SunOne) Dual Factor Authentication services (RSA - SecureID & SmartCard) Authentication Services (SiteMinder) Access Review Services (ART/OIA) Enterprise Password Vault (CyberArk) Data Transfer Services (Critical Path) 	Included in IT Assessments Any project work will be billed separately		GE Corporate		24 Months	Service Level as provided in Schedule 7
IT-35	IT Support Service & IT Access Right	Security Infrastructure & SIEM	Client, server & network security solutions & services	Supplier will provide services and support to the Company specific to the following services which may include use of the listed applications: <ul style="list-style-type: none"> Email & Application Encryption (Digital Certificates) Antivirus/Anti-Malware (Sophos & McAfee EPO) Data encryption (Vormetric) Detection solutions (ESG) Centralized log collection, aggregation and reporting (Splunk) 	Charges included in Security Services—GE Capital Any project work will be billed separately		GE Corporate		24 Months	
IT-36	IT Support Service & IT Access Right	Threat & Vulnerability services	Threat & Vulnerability services	Supplier will provide services and support to the Company specific to the following services, which may include the use of the listed applications: <ul style="list-style-type: none"> Cyber Intelligence services (CRITS, CTU) and Incident response services Subscription service and support contacts for Vulnerability scanning (Qualys) Security related reporting console (IRIS) Threat simulation engagements (Red Team) Application vulnerability assessments (Blue Team) Vulnerability tools Third party security assessments (3PC) 	Charges included in Security Services—GE Capital Any project work will be billed separately		GE Corporate	Price is locked in for 12 calendar months as of January 1 for Qualys software	24 Months	Service Level as provided in Schedule 7
IT-37	IT Support Service	CTO— Compute Services	Support Windows, Linux, Unix storage machines. Solutions Architecture Consultation. Storage Management Solution. Coordinate between business and GE teams for 4th Level Escalations on all devices.	Supplier will provide access to and use of Compute services and functionalities used by the Company prior to IPO Date. As part of this Transitional Arrangement, GECC will provide to the Company: <ul style="list-style-type: none"> Life Cycle Management. Review all changes that are introduced into the environment. Ensure they meet with the current technology stack. Work with the IT application teams of the Capital businesses and Capital HQ to help develop server & storage infrastructure requirements and plans. Project management for medium to large storage infrastructure / engineering projects. 	Annual Cost: \$4,601,339		GE Capital		24 months	
IT-38	IT Support Service	Software Procurement, Governance and Administration of Licenses for Software	Software Procurement and Administration of Licenses for Desktop and Open Source Software	Supplier will provide an IT Support Service for software procurements and administration of software licenses using EARL (and Aspera) used by the Company prior to IPO Date.	Annual Cost: \$105,565		GE Capital		24 months	
IT-39	IT Support Service	Gcom	Cloud Based Telephony Solution	Supplier will provide an IT Support Service for GCom used by the Company prior to IPO Date.	\$21 per user per month	SSO	GE Corporate		24 months	
IT-40	IT Support Service	Digital Certificates (SSL-Digital Signature)	A digital certificate establishes your credentials when doing business or other transactions on the Web.	Supplier will provide an IT Support Service for Digital Certificates used by the Company prior to IPO Date.	Included in Domain Name Charges	SSO	GE Corporate CSC		24 months	

IT-41	IT Application Service	DevCloud	The Dev Cloud is built on the Confluence, JIRA, and Bamboo products under the standard End User License Agreement provided by the vendor Atlassian	Supplier will provide an IT Application Service for DevCloud used by the Company prior to IPO Date. Supplier will provide, on an as requested basis, data extracts up to and including the limits of the software. Any project-based work would be separately priced.	included in other charges	GE Corporate Software COE	6 months
IT-42	IT Application Service	Media Central and Video Central	Media Central and Video Central	Supplier will provide an IT Application Service for Media Central and Video Central used by the Company prior to IPO Date.	included in other charges	GE Corporate	6 months
IT-43	IT Support Service	Microsoft Premier Contract	Microsoft Premier Contract	Supplier will provide an IT Support Service to the Microsoft Premier Contract used by the Company prior to IPO Date.	Annual Costs: \$6,350	GE Corporate Microsoft	6 months
IT-44	IT Support Service	NOLA IT Resources	NOLA IT Resources	Supplier will provide as an IT Support Service the continued availability of GECC NOLA Technology Center resources supporting the Company during the [X] months prior to IPO Date for the following roles: System Engineer – MQ Administrator Application Engineer—J2EE, Weblogic—IT Applications System Engineer – J2EE / JSP—E Commerce Manager, IT Projects Lead Data Warehouse Developer Data Warehouse Developers (2) The GECC resources providing the services to Company shall not be restricted from posting for a new role at any time during the TSA period. If one of the employees takes another position, GECC’s obligations to provide Company with the services performed by such employee will cease on the day the employee leaves the NOLA role.	Annual Costs: \$1,389,580	GE Capital	The earlier of (i) 24 months and (ii) the GECC employee’s last day of employment by the NOLA Technology Center within their current role.
IT-45	IT Support Service	Mobile COE	Enterprise signing of IOS mobile apps and hosting of enterprise mobile apps on internal mobile AppStore	Supplier will provide an IT Support Service for the Mobile COE used by the Company prior to IPO Date.	included in other charges	GE Corporate	6 months

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
IT-46	IT Support Service	Digital Signage Service	Digital signage service – Cloud based solution that allows users to go to a website (CCHD) and upload content (pictures, videos, etc.) and push that content down to displays at various sites.	Supplier will continue to provide an IT Support Service for Digital Signage Boards used by the Company prior to IPO Date.	\$35 per media device Based on actual consumption at published GO-IT rates, inclusive of future published rate changes/adjustments		GE Corporate Industry Weapon Cisco Digital Media Manager (until August 2014)		24 months	
IT-47	IT Support Service	End User Services (US and Canada)	Maintenance and management of end user desk side assets (laptops, desktops, blackberries, WYSE terminals)	Supplier to provide access to and use of Level 2 services to support standard Core Load applications (If Level 1 is unable to resolve the issue they dispatch the case to a Level 2 support individual). Supplier will continue to provide hardware (PC and IMAC) full lifecycle management services as defined in our EUS and DTU agreements.	Billed directly to the Company by Third Party Supplier		CompuCom		24 months	
IT-48	Non-IT Support Service	Offsite Paper and Media Storage	Offsite Paper and Media Storage	Supplier will continue to provide a Non-IT Support Service for offsite paper and media storage used by the Company prior to IPO Date.	Billed directly to the Company by Third Party Supplier		Iron Mountain		24 months	
IT-49	IT Support Service	Hosting Services for Internet Facing Applications	Hosting Services for Internet Facing Applications	Supplier will continue to provide an IT Support Service for Data Center Hosting Services for Internet Facing Applications used by the Company prior to IPO Date.	Billed directly to the Company by Third Party Supplier		Savvis		Until Trigger Date	
IT-50	IT Application Service & IT Access Right	HP Tools	Quality Centre / ALM ITG Topaz/BAC Sitescope	Supplier will provide access to the centralized software application Quality Centre / ALM used by the Company prior to IPO Date for a transitional period. Supplier will provide access to the centralized software application ITG for Change Management used by the Company prior to IPO Date for a transitional period. Supplier will provide use of centralized software application Topaz/BAC instance for monitoring applications used by the Company prior to IPO Date. Supplier will provide use of centralized software application Sitescope instance for monitoring applications used by the Company prior to IPO Date.	Annual costs: \$349,972	SSO	HP		18 months	
IT-51	IT Application Service & IT Access Right	Mobility Software for Encryption on IOS Devices	Mobility Software for Encryption on IOS Devices	Supplier will provide to the Company an IT Application Service & IT Access Right for Good encryption mobility software used by the Company prior to IPO Date for IOS devices. Post-Trigger Date, Browser access to the GE network will be disabled.	\$10 per device per month (Costs included in Personal Voice)		Good		12 months	
IT-52	IT Application Service & IT Access Right	Mobility Software for Device Management on IOS Devices	Mobility Software for Device Management on IOS Devices	Supplier will provide to the Company an IT Application Service & IT Access Right for Enterprise Mobility Management software used by the Company prior to IPO Date for IOS devices.	\$10 per device per month (Costs included in Personal Voice)		Airwatch		24 months	
IT-53	IT Application Service	GenSuite	Environment Health and safety program management application	Supplier to provide an IT Access Right to Gensuite application for Environment Health and safety program management	Billed directly to the Company by Third Party Supplier	SSO and GE Network WAN	GE Capital Gensuite		Until Trigger Date	
Software Licenses										
SL-1	IT Access Right	SAS Desktop Licenses	SAS software product supporting risk and marketing analytics	Supplier will provide to the Company an IT Access Right in relation to use of the SAS management information system (MIS) and risk analytics software used by the Company prior to IPO Date in relation to scoring for the Company's lending business.	Annual Costs: \$350,539	None	GE Capital SAS	Price is locked in for 12 calendar months as of January 1	End of calendar year or if Trigger Date occurs past 1-November	
SL-2	IT Access Right	Connect Direct	Connect Direct software product supporting point-to-point data transfer services	Supplier will provide to the Company an IT Access Right in relation to the existing portion of the installed base of the Connect Direct software derived from the Supplier master software license used by the Company prior to IPO Date as a data transfer application.	Annual Costs: \$179,210		GE Capital Sterling Commerce	Price is locked in for 12 calendar months as of January 1	6 months	

SL- 3	IT Access Right	NICE	Call recording software licenses, as well as professional services and maintenance	Supplier to continue to provide ongoing use of Nice software and maintenance used by the Company prior to IPO Date.	Billed directly to the Company by Third Party Supplier	None	NICE	18 months	
SL- 4	IT Access Right	Oracle	Oracle Technology Products	Supplier will provide to the Recipient access to Oracle support / maintenance in relation to the existing installation base of Oracle Technology Products used by the Recipient prior to IPO Date for Server Relational Database Management System.	Annual Costs: \$1,407,429	None	Oracle	Price is locked in for 12 calendar months as of January 1	12 Months
SL- 5	IT Access Right	Salesforce.com	Salesforce.com	Supplier will provide to the Company an IT Access Right for Salesforce.com used by the Company prior to IPO Date.	Billed directly to the Company by Third Party Supplier	SSO	GE Corporate Salesforce.com		6 months

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
SL-6	IT Access Right	Computer Associates	Computer Associates Software	Supplier will provide an IT Access Right for the following Computer Associates software used by the Company prior to IPO Date: Autosys eHealth Spectrum Introscope Wiley Access Controls Server Automation Dispatch MIM Application Performance Manager	Billed directly to the Company by Third Party Supplier		Computer Associates		6 months	
SL-7	IT Access Right	HP	HP Software	Supplier will provide an IT Access Right for the following HP software used by the Company prior to IPO Date: Openview Openview DBSPI Plugin Autonomy Enterprise Secure Key Manager Operations Manager Application Response Measurement Openview Measureware Siteseer Web Inspect OCR Insight Manager Insight Manager Business Availability Center	Billed directly to the Company by Third Party Supplier		HP		6 months	
SL-8	IT Access Right	Citrix	Citrix Software	Supplier will provide an IT Access Right for Citrix software used by the Company prior to IPO Date.	Billed directly to the Company by Third Party Supplier		Citrix		6 months	
SL-9	IT Access Right	IBM	IBM Software	Supplier will provide an IT Access Right for the following IBM software used by the Company prior to IPO Date: Filenet Bsafe Advanced Case Manager WTX Content Manager Udeploy MQ Series Algorithmics Gentran	Billed directly to the Company by Third Party Supplier		IBM		6 months	
SL-10	IT Access Right	Oracle	Oracle Software	Supplier will provide an IT Access Right for the following Oracle software used by the Company prior to IPO Date: RMAN ZFS Storage eSSO eBusiness Suite Oracle Financials Receivables Oracle Financials G/L Discoverer ADI SOA Suite UCM Web Logic KMS Manager SL Console	Billed directly to the Company by Third Party Supplier		Oracle		6 months	
SL-11	IT Access Right	Symantec	Symantec Software	Supplier will provide an IT Access Right for the following Symantec software used by the Company prior to IPO Date: Netbackup Storage Foundation Gdisk PGP Anti-Virus Veritas SIEM Symcli	Billed directly to the Company by Third Party Supplier		Symantec		6 months	
SL-12	IT Access Right	VMWare	VMWare Software	Supplier will provide an IT Access Right for VMware software used by the Company prior to IPO Date: • VMWare • Virtual Center • VMWare Site Recovery Manager • VMWare View • HA Application Monitoring	Annual Charges: \$265,366		VMWare	Price is locked in for 12 calendar months as of January 1	6 months	

SL-13	IT Access Right	ASG	ASG Software	Supplier will provide an IT Access Right for the following <vendor name> software used by the Company prior to IPO Date: TMON CICS Jobscan Docutext Document Direct DocuAnalyzer	Billed directly to the Company by Third Party Supplier	ASG	18 months
SL-14	IT Access Right	Anixis	Anixis Software	Supplier will provide an IT Access Right for the following Anixis software used by the Company prior to IPO Date: Password Policy Enforcer	Billed directly to the Company by Third Party Supplier	Anixis	6 months

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
SL-15	IT Access Right	NetApp	Netapp Software	Supplier will provide an IT Access Right for the following Netapp software used by the Company prior to IPO Date: OnCommand Distributed Fabric Manager OnCommand System Manager	Billed directly to the Company by Third Party Supplier		NetApp		6 months	Subject to vendor consent at Trigger Date
SL-16	IT Access Right	Avaya	Avaya Software	Supplier will provide an IT Access Right for Avaya software used by the Company prior to IPO Date.	Billed directly to the Company by Third Party Supplier		Avaya		6 months	
SL-17	IT Access Right	EMC	EMC Software	Supplier will provide an IT Access Right for the following EMC software used by the Company prior to IPO Date: Control Center Data Protection Advisor Powerpath Prosphere Recover Point SMC Web Console Solution Enabler SRDF Symmetrix Performance Analyzer Timefinder Unified Manager Watchnet Application Xtender ATMOS DiskXtender Avamar Unisphere Virtual Storage Integrator Navisphere	Billed directly to the Company by Third Party Supplier		EMC		6 months	
SL-18	IT Access Right	Microsoft Office Professional 2010	Microsoft Office Professional 2010	Supplier will provide an IT Access Right for the following Microsoft software used by the Company prior to IPO Date: Office Professional 2010	Included in IT Assessment		Microsoft		6 months	
SL-19	IT Access Right	Microsoft	Microsoft Software	Supplier will provide an IT Access Right for the following Microsoft software used by the Company prior to IPO Date: WSUS Project Visio Key Management Server (KMS)	Billed directly to the Company by Third Party Supplier		Microsoft		18 months	
SL-20	IT Access Right	PKWare	PKWare Software	Supplier will provide an IT Access Right for PKWare software used by the Company prior to IPO Date.	Annual: \$5,755		PKWare		6 months	
SL-21	IT Access Right	IBM Websphere	IBM Websphere Software	Supplier will provide an IT Access Right for IBM Websphere software used by the Company prior to IPO Date.	Annual: \$840.978		IBM	Price is locked in for 12 calendar months as of January 1	6 months	
SL-22	IT Access Right	Fair Isaac	Fair Isaac Software	Supplier will provide an IT Access Right for Falcon software used by the Company prior to IPO Date: Falcon RMS-NG London Bridge	Billed directly to the Company by Third Party Supplier		FICO		24 months	
SL-23	IT Access Right	eFax	eFax	Supplier will provide an IT Access Right for eFax software used by the Company prior to IPO Date.	Billed directly to the Company by Third Party Supplier		J2Global		6 months	
SL-24	IT Access Right	Dell Software (formerly Quest)	Dell Software (formerly Quest)	Supplier will provide an IT Access Right for Dell software used by the Company prior to IPO Date: Vfoglith Quest Change Auditor (AD) Quest Migration Manager (AD) Script Logic Quest Migration Manager for PSTs Toad for Oracle Expert, DBA Suite, RAC Edition Quest In Trust Recovery Manager Quest Reporter	Billed directly to the Company by Third Party Supplier		Dell		6 months	
SL-25	IT Access Right	Deloitte & Touche's ABS-Suite	Deloitte & Touche's ABS-Suite	Supplier will provide an IT Access Right for Deloitte & Touche software used by the Company prior to IPO Date: ABS-Suite	Billed directly to the Company by Third Party Supplier		Deloitte & Touche		6 months	
SL-26	IT Access Right	Ensignten Software	Ensignten Software	Supplier will provide an IT Access Right for Ensignten software used by the Company prior to IPO Date.	Billed directly to the Company by Third Party Supplier		Ensignten		6 months	

SL-27	IT Access Right	Cisco Software	Cisco Software	Supplier will provide an IT Access Right for Cisco software used by the Company prior to IPO Date: ICM/Geotel Secure Access Control System NCS Prime Fabric Manager	Billed directly to the Company by Third Party Supplier	Cisco	12 months
SL-28	IT Access Right	Forum Sentry Software	Forum Sentry Software	Supplier will provide an IT Access Right for Forum Sentry software used by the Company prior to IPO Date.	Billed directly to the Company by Third Party Supplier	Forum Systems	12 months
SL-29	IT Access Right	F-Check software	F-Check software	Supplier will provide an IT Access Right for F-Check used by the Company prior to IPO Date.	Billed directly to the Company by Third Party Supplier	Integrity	6 months

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
SL-30	IT Access Right	OpNet Software	OpNet Software	Supplier will provide an IT Access Right for OpNet used by the Company prior to IPO Date:	Billed directly to the Company by Third Party Supplier		Riverbed		12 months	
SL-31	IT Access Right	Watchlist Screening	Fircosoft software based tool to perform watchlist screening.	Supplier will provide to the Company an IT Access Right in relation to the Fircosoft software used by the Company prior to IPO Date for customer, merchant, and existing employee/contingent worker screening against watchlists. Additionally, GECC will provide a copy of the watchlist file to the Company as provided prior to IPO Date.	Annual Costs: \$55,917		Fircosoft		24 months	
SL-32	IT Access Right	Model Builder	Software-based payment card fraud detection systems	<Supplier> will provide to the Recipient an IT Access Right in relation to the existing installation base of Model Builder MBPA and Model Builder MBDT software used for scorecard development.	Charged locally		Fair Isaac		24 months	
SL-33	IT Access Right	GES	Global Enterprise System used for workflow associated with Lease Management	Supplier to provide an IT Access Right to GES application used by the Company prior to IPO Date	included in other charges		IBM		6 months	
SL-34	IT Access Right	Business Objects	Business Objects	Supplier to provide an IT Access Right to Business Objects used by the Company prior to IPO Date	Billed directly to the Company by Third Party Supplier		SAP		12 months	
SL-35	IT Access Right	Kronos	Kronos	Supplier to provide an IT Access Right to Kronos used by the Company prior to IPO Date	Billed directly to the Company by Third Party Supplier		Kronos		6 months	
SL-36	IT Access Right	UC4 Software	UC4 Software	Supplier to provide an IT Access Right to UC4 Software used by the Company prior to IPO Date: V8 Application Manager	Billed directly to the Company by Third Party Supplier		UC4		18 months	
SL-37	IT Access Right	Enlighten Software	Enlighten Software	Supplier to provide an IT Access Right to Enlighten used by the Company prior to IPO Date	Billed directly to the Company by Third Party Supplier		Enlighten		6 months	
SL-38	IT Access Right	TRECS Software	TRECS Software	Supplier to provide an IT Access Right to TRecs used by the Company prior to IPO Date	Billed directly to the Company by Third Party Supplier		Chesapeake Systems		6 months	
SL-39	IT Access Right	Lexis Nexis Software	Lexis Nexis Software	Supplier to provide an IT Access Right to Lexis Nexis software used by the Company prior to IPO Date: AFQD verid Bridger Insight Lexis Nexis SBFE, Banko One Time Passcode	Billed directly to the Company by Third Party Supplier		Lexis Nexis		6 months	
SL-40	IT Access Right	Accuity Software	Accuity Software	Supplier to provide an IT Access Right to Accuity Financial Application used by the Company prior to IPO Date	Billed directly to the Company by Third Party Supplier		Accuity		6 months	
SL-41	IT Access Right	Adobe Software	Adobe Software	Supplier to provide an IT Access Right to Adobe Software used by the Company prior to IPO Date: Dreamweaver Acrobat Professional	Billed directly to the Company by Third Party Supplier		Adobe		6 months	
SL-42	IT Access Right	PingFederate	PingFederate	Supplier to provide an IT Access Right to PingFederate used by the Company prior to IPO Date	Billed directly to the Company by Third Party Supplier		Ping Identity		6 months	
Legal										
Leg-1	IT Application Service & IT Access Right	GEMS	GEMS— Corporate Compliance	Supplier to provide IT Access rights and IT Application Service for GEMS for Corporate Governance used by the Company prior to IPO Date.	Annual Charge: \$4239	SSO	GE Capital Computershare Governance Services Inc.		Until Trigger Date	
Leg-2	IT Application Service & IT Access Right	T360— Litigation and Legal Billing	Matter Management (litigation) and billing/PO functions.	Supplier to provide an IT Application Service & IT Access Right for T360 as used by the Company prior to IPO Date.	\$2000 Any custom extract work will be charged separately.	SSS/AP SSO	GE Corporate T360		8 months	

Leg-3	IT Application Service	Atlas Legal Hold	Atlas Legal Hold	Supplier to provide an IT Application Service for Atlas Legal Hold as used by the Company prior to IPO Date.	\$2000 Any custom extract work will be charged separately	SSO	GE Corporate	9 months
Leg-4	IT Application Service	Inventor Center	Patent submission system	Supplier to provide access to relevant data and use of application, including support, to enable migration of required historical data of acquired entities and assets to Company systems	\$1000 a month + \$250 per hour of data extraction	SSO, IDM, Support Central	GE Corporate	6 months
Leg-5	IT Application Service	Page	Patent docket database	Supplier to provide access to relevant data and use of application, including support, to enable migration of required historical data of acquired entities and assets to Company systems	\$2,000 a month which includes 10h of service. Any additional hour required costs an additional \$250—Data extractions costs \$250 per hour	SSO, IDM, Support Central	GE Corporate	6 months
Leg-6	IT Support Service	IPPO	Trademark database for all GE	Supplier will work with Company to effectuate the transfer of the relevant trademark data to Companys docketing system. Supplier will run IPPO reports on all marks acquired by Company as requested during the transition period.	\$1000 a month. \$120 per hour for data extraction		GE Corporate	6 months
Real Estate, EHS and Facilities								
RE-1	IT Application Service	Site Security Access System (Picture Perfect)	Site Security Access System	Supplier to provide an IT Application Service to Picture Perfect application used by the Company prior to IPO Date	included in other charges		GE Capital Red Hawk	The sooner of 9 months or Trigger Date

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
RE-2	Non-IT Support Service	Facilities	Facilities Usage in Hoffman Estates, Chicago and Van Buren	Supplier to provide access to and use of the following Facilities used by the Company prior to IPO Date: Hoffman Estates, IL; Chicago, IL; and Van Buren, MI	Annual Costs: \$1,087,239		GE Capital		December 31, 2014	
RE-3	Non-IT Support Service	EHS	Environment Health and Safety Support	Supplier to provide Environmental, Health & Safety Services used by the Company prior to IPO Date.	included in other charges		GE Capital		Until Trigger Date	
RE-4	Non-IT Support Service	Legal Support for existing leases	Legal Support for existing leases	Supplier to provide Legal support to assign, obtain consents, seek GECC removal from lease liability and to draft and negotiate leases and lease amendments, as used by the Company prior to IPO Date.	Annual Costs: \$14,283 The amount is an estimate that subject to increase based on historical billing practices		GE Corporate		Until Trigger Date	
RE-5	Non-IT Support Service	Physical Security	Physical Security	Supplier to provide Physical Security Services used by the Company prior to IPO Date.	Billed directly to the Company by Third Party Supplier		GE Capital G4S		Until Trigger Date	
RE-6	Non-IT Support Service	Facility Management	Facility Management	Supplier to provide Facility Management Services at the Stamford Campus used by the Company prior to IPO Date.	Annual Cost: \$2,711,454 (This amount is an estimate only and is subject to increase based on the parties' practices prior to the IPO Date and/or the cost incurred by GECC for providing facility management services to the Company at the Stamford Facility)		GE Corporate		The earlier of the two: within 90 days after GECC vacates the Stamford Facility; or 24 months	
Risk										
Risk-1	IT Application Service & IT Access Right	EOR System (MetricStream)	System of Record for Operational Risk information	Supplier to provide an IT Application Service and IT Access Rights to EOR (MetricStream) application for Operational Risk Management. It includes issues, risk assessments, control information, internal loss data, supplier risk assessments and key risk indicators. As part of this Service, Supplier will also provide limited functional support for this service. Any data migration requests will require 90 days lead time.	Annual Costs: \$80,000 Need to include project costs for separate Blue instance and new run costs as model has now changed	SSO GE Network Access ServiceNow	GE Capital MetricStream		24 Months	Service Level as provided in Schedule 7
Risk-2	IT Application Service	Carma	Inventory of Models and Workflow Engine	Supplier to provide an IT Application Service to Carma application used by the Company prior to IPO Date.	included in other charges	SSO	GE Capital		12 months	
Risk-3	IT Application Service	GCF eBoardroom	Deal Workflow Tool	Supplier to provide an IT Application Service to GCF e-Boardroom application used by the Company prior to IPO Date.	included in other charges	SSO	GE Capital		6 months	
Risk-4	IT Application Service	Ark	Credit Rating Tool for Public Companies	Supplier to provide an IT Application Service to Ark application used by the Company prior to IPO Date.	included in other charges	SSO	GE Capital		The sooner of: 9 months; or Until Trigger Date	
Risk-5	IT Application Service	Stress Testing Model	Stress Testing Model	Supplier to provide an IT Application Service to the Stress Testing Model used by the Company prior to IPO Date.	included in other charges	SSO	GE Capital		6 months	
Risk-6	Non-IT Support Service	Risk Services	Risk Services including E-Cap, Stress Testing, and Model Validation	Supplier to provide Non-IT Support Services for the following Risk Services used by the Company prior to IPO Date: <ul style="list-style-type: none">• e-Cap—Determining Debt/Equity structure which in turn drives funding requirements• Stress Testing—Semi-annual exercise that documents financial performance before, during, and after various levels of stress (mild to severe).• Model Validation—Models are inventoried and periodically validated to ensure accuracy and that certain quality control standards are met.	included in other charges		GE Capital		Until Trigger Date	

Risk-7	IT Application Service & IT Access Right	Records Management Tools	Records Management Tools including EMRT and Zazio VRI	Supplier to provide an IT Application Service & IT Access Right for the following Records Management Tools as used by the Company prior to IPO Date: EMRT Zazio VRI	included in other charges	SSO GE Network Access	GE Capital Zazio	The sooner of 9 months or Trigger Date
Risk-8	IT Application Service	e-Cap (Consumer Simulation Engine)	e-Cap (Consumer Simulation Engine)	Supplier to provide an IT Application Service to the Consumer Simulation Engine used by the Company prior to IPO Date.	included in other charges		GE Capital	Until Trigger Date

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
Sourcing										
Src-1	IT Application Service & IT Access Right	SSS Purchasing / AP Platform	Oracle based Buy to Pay and Purchasing system	Supplier to provide continued access to, use of, and support of the SSS application as used by the Company prior to IPO Date. These Services include: <ul style="list-style-type: none"> • Purchase Order Processing: Assumes access to Support Central and SSO capability. • Indirect Catalog (Punchouts): Where acquired business can demonstrate contractual entitlement with the punch out vendor (bridge or new contract), GE to provide access to catalog data and subscriptions for indirect purchasing system. • Oracle Sourcing e-Auction tool: GE to provide access to, use of, and support of the Oracle Sourcing application as is currently provided. e-Auction (Not currently used by the Company). • Access to Vendor Management repository (Aravo). • Access to Spend Analytics data and tools • System Administration Support to the business for technical issues related to SSS access and use. (Note: This service is subject to the direction of the SSS capability for GE Businesses).	Annual Cost : \$1,381,054	SSO	GE Corporate Oracle		24 months	R12 Upgrade required by March 2015. if Company does not move to R12, SSS R11 usage will end when GE retires R11 after March 2015. Service Level as provided in Schedule 7

Src-2	Non-IT Support Service	SSS AP Invoice Processing	SSS AP Invoice Processing	<p>Supplier to continue to provide the Account Payables services for the Oracle SSS application as used by the Company prior to IPO Date.</p> <p>Provision of services shall include:</p> <ul style="list-style-type: none"> Access to AP workflow solutions: This refers to any application designed to work with the global SSS Accounts Payable system. These include any imaging servers used to associate scanned images of invoices to invoice data entered into the SSS Accounts Payable system and to allow interaction between the Business user and the GE AP support team agents. GE to provide continuing access to, use of, and support of the AP workflow solutions as is currently provided. Subject to the Company purchasing any additional required own license for use of any such AP workflow solution. Check Printing: SSS AP currently uses EPIQ Systems as its check printing service in North America where daily files are sent from the A/P system for invoice payment runs. GE to provide access to, use of, and support of the EPIQ Systems application as is currently provided. Payment COE: The Pay COE team is responsible for supporting the SSS Payables process and providing first line support for any detected issues with payments to be processed by electronic means (e.g. EFT or Wire transfers). If necessary, Pay COE will also liaise with GE Treasury & the relevant banks concerning the resolution of any issues with payments. Mailroom services: The service includes mail receipt, sorting & preparation for scanning as well as the scanning activity itself plus rescanning if required. This service is dependent, amongst other things, upon the GE service provider receiving invoices that are compliant and of sufficient quality to allow identification of ownership and scanning. Data entry of invoice information: GE will provide timely and accurate input of all paper invoices received from the business unit or vendor provided that the invoices are compliant and of sufficient quality to allow the relevant information to be input into the GE AP system. AP Customer Service: GE to provide support for the invoice payment process including dealing with reasonable inquiries from vendors and business users and will act upon reasonable instructions to ensure that invoices are paid on time or rejected back to the vendor as the case may be. IPO Date support: GE is to adhere wherever possible to the business IPO Date schedule and to take appropriate actions to ensure the business requirements are met as per agreed SOPs and with instructions from the business unit. Document storage & retrieval services for paper invoices: When required by the business this service can be provided through 3rd party providers and the business will be charged accordingly. 	The through April rate is \$3.74/invoice/month. The next rates will be defined in March and start effectively May. Rates are defined by 1Q Annually, and are announced before effective start dates	GE Corporate Oracle	24 months	R12 Upgrade required by March 2015. if Company does not move to R12, SSS R11 usage will end when GE retires R11 after March 2015.
Src-3	Non-IT Support Service	Ongoing Supplier Screening	Ongoing Supplier Screening	Supplier to provide a non-IT Support Service for the ongoing watchlist screening of suppliers as used by the Company prior to IPO Date.	included in other charges	GE Corporate	24 months	
Src-4	IT Support Service	EMIS Central Settlement	SSS AP Vertical System for processing and payment of energy and utility invoices	Energy and Utility account invoices are processed via a 3rd party vendor in the GE EMIS tool. Payment files are sent to SSS for payment by Corporate. Invoices are processed through IBS for charging the corresponding business. The tool is used for aggregating purchase of energy contracts and managing demand of facilities.	10.50 USD Minimum or 0.44 % of Invoice Amount up to 900 USD Maximum per invoice plus 5 USD Per Invoice for SSS processing	GE Corporate	24 months	R12 Upgrade required by March 2015. if Company does not move to R12, SSS R11 usage will end when GE retires R11 after March 2015.
Src-5	IT Support Service	TEMS	SSS AP Vertical System for processing and payment of telecom invoices	Telecom invoices payment system. The Verticals team provides implementation and integration support for the application. The team monitors invoice transactions that are sent to the SSS and ensures that invoice transactions post to the respective AP system.	6 % of Invoice Amount plus 5 USD per transaction for SSS processing Charges included in Telecom Charges	GE Corporate	24 months	R12 Upgrade required by March 2015. if Company does not move to R12, SSS R11 usage will end when GE retires R11 after March 2015.

Src-6	IT Support Service	GETServices (SSS AP Vertical System for processing and payment of temporary labor invoices)	GETServices	Temporary labor requisition and invoices payment system. The Verticals team provides implementation and integration support for the application. The team monitors invoice transactions that are sent to the SSS and ensures that invoice transactions post to the respective AP system. In addition to the implementation and integration support, the verticals team also provides production support for the GETServices application which involves both functional and technical support to suppliers and GE business support teams.	Charges included in SSS/AP Charges	GE Corporate	24 months	R12 Upgrade required by March 2015. if Company does not move to R12, SSS R11 usage will end when GE retires R11 after March 2015.
Src-7	IT Support Service	V-Payment (V-Payment processing)	V-Payment	Supplier to continue to provide access to and use of the v-payment application including purchasing and processing.	Charges included in SSS/AP Charges	GE Corporate American Express	18 months	R12 Upgrade required by March 2015. if Company does not move to R12, SSS R11 usage will end when GE retires R11 after March 2015.
Src-8	Non-IT Support Service	Vendor Management COE	SSS AP Vendor management services through 3rd party provider	Vendor Management Center of Excellence (VMCOE) maintains the Global Supplier List (GSL): indexes vendors—manages supplier identification numbers in a standard format. GE to provide access to, use of, and support of the GSL application as is currently provided. VMCOE team also does vendor setups in SSS.	Standard Charge is 6.70 USD per request for Add, modify or delete. Bulk Load charge is 3.75 USD per supplier.	GE Corporate	24 months	R12 Upgrade required by March 2015. if Company does not move to R12, SSS R11 usage will end when GE retires R11 after March 2015.
Src-9	IT Support Service	Alpha Support Service	SSS AP Alpha Help desk support services through 3rd party provider	Alpha Helpdesk provide buy side support to SSS. The team provides Level 1 to Level 3 support. Level 4 is passed on the SSS Technical by Alpha but Alpha keeps a track of the issue on behalf of the business. Alpha also helps the business in testing and changes that SSS is doing on the PO side.	Annual Cost : \$53,400	GE Capital	24 months	R12 Upgrade required by March 2015. if Company does not move to R12, SSS R11 usage will end when GE retires R11 after March 2015.
Src-10	IT Application Service & IT Access Right	Oracle Contracts Data Base	Oracle Contracts Data Base	Supplier to provide an IT Application Service & IT Access Right for Oracle Contracts Database used by the Company prior to IPO Date.	included in other charges	GE Corporate Oracle	6 months	
Src-11	IT Application Service	Sourcing Project Tracker	Sourcing Project Tracker	Supplier to provide IT Application Service to the Sourcing Project Tracker used by Company prior to IPO Date.	included in other charges	GE Capital	24 months	
Src-12	IT Application Service	Capital Sourcing Data warehouse	Capital Sourcing Data warehouse	Supplier to provide IT Application Service to the Capital Sourcing Data warehouse used by Company prior to IPO Date.	included in other charges	GE Capital	24 months	
Src-13	Non-IT Support Service	Freight Processing	Freight Processing	Supplier to provide Freight invoice processing and rate audit services. Utilizing platform of 3rd party provider, IPS Worldwide and TRAX. This service includes invoice receipt through imaging, keying, audit and payment. US/Europe.	Based upon actuals	GE Corporate	24 months	
Src-14	IT Support Service	SSS Separation Services	SSS Separation Services	Supplier to provide the following: A complete extract of all the Company data from the SSS. GE will provide up to 3 extracts of the data for purposes of testing/validation and 1 final extract for purposes of final exit. This data will be provided using the Standard extracts already in place at GE for a 1-time cost of \$20K. Any changes to the standard extracts as requested by the Company, will be charged based on additional Time and Material cost to the Company.	\$20,000 one time cost for standard extract	GE Corporate	24 months	

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
Src-15	IT Application Service	Third Party Bank Reconciliations	Third Party Bank Reconciliations	Supplier to provide IT Application Service to the 3rd Party Reconciliation Tool used by Company prior to IPO Date. Reconciliation services will be provided under the condition that the account activity is and will remain purely driven by or fed from the Global AP process. Reconciliation of the bank/cash account will be performed on a monthly basis. Reconciliation of non-cash accounts will be performed on a quarterly basis. Non-cash reconciliations include AP liability, AP accrual, cash or AP in transit, TPS accrual, AP refund and unclaimed property, or the current set of accounts already reconciled for the exiting business. Based on the business' preference, reconciliations will either be loaded to the Global Operations – Finance account rec tool (eRec) or will be placed in a dedicated GE Library for retrieval and review by the owning team. The duration of the account reconciliation service will be dependent on the agreed upon timeframe of the TSA. Once the TSA expires, reconciliations will be provided based on activity through the end date of the TSA. At the end of the agreement, the ownership and storage of the reconciliations will be transferred to the exiting business and they will be required to furnish any copies or backup documentation related to the reconciliations, upon request.	Costs included in SSS/AP Platform costs		GE Corporate			The sooner of SSS/AP duration or when Blue starts using its non-GE bank accounts & reconciliations.
Src-16	IT Application Service	Corporate Sourcing Portal	Corporate Sourcing Portal	Supplier to provide an IT Application Service to the Corporate Sourcing Portal (Sourcing.ge.com) application used by the Company prior to IPO Date.	included in other charges		GE Corporate		6 months	
Src-17	IT Application Service	Sourcing Intelligence Tool	Sourcing Intelligence Tool	Supplier to provide an IT Application Service to the Sourcing Intelligence Tool application used by the Company prior to IPO Date.	included in other charges		GE Corporate		6 months	
Src-18	Non-IT Support Service	Fleet Services	Company Cars	Supplier will provide access to Corporate Cars used by the Company prior to IPO Date as well as to leasing new Corporate Cars under and subject to the terms of such GE Capital Fleet agreements in place at time of IPO Date. As part of the agreement, <ul style="list-style-type: none"> insurance will be provided by Electric Insurance and Company will be eligible for GE negotiated incentives (OEMs) The provision of the services is subject to continued compliance with all the rights, obligations and processes by Company in place prior to IPO Date, including but not limited to the performance of the standard full annual review followed by a credit approval by GE Capital Fleet.	Annual Costs: \$3,365,558 for lease and monthly service fees Plus fuel card charges, maintenance done on the vehicles or anyone time charges (Property taxes, violations, etc.). Based upon actuals		GE Capital Fleet Services		6 months	Upon termination of the Transitional Arrangement, Company will assume via novation all existing leases obtained through date of termination.
Src-19	Non-IT Support Service	Trade Payable Services	Trade Payable Services	Supplier to provide services in respect of accelerated payments to the Company's North American suppliers for which suppliers receive invoice amounts less discount based on the number of days the payment is accelerated. TPS will execute marketing campaigns, solicit & negotiate supplier participation, calculate the early payment discounts on approved invoices, provide accelerated payment instructions, and provide client reporting. Duration will coincide with the Company's ability to access the GE SSS Platform for AP services unless the parties mutually agree prior to the termination of the Company's access to the GE SSS Platform services for TPS to continue providing services with the integration of a new AP service provider for the Company.	Fees are deducted from the discounts generated from the suppliers and split between GE and the Company	SSS/AP	GE Capital Trade Payables Services		24 months	TPS and the Company will need to sign a trade payables program agreement that describes the various services to be performed, the duration of the services and the parties' responsibilities. 3 months prior to initial term expiration, Company to notify TPS of any planned AP service provider changes.
Tax										
COMPLIANCE / INCOME TAX RETURNS										
Tax-1	IT Application Service	GOLD or Successor (Legal Entity DB)	GOLD	GOLD is the centralized database to capture all GE Legal Entities and investments in partnerships > Supplier to provide data extracts prior to TSA Close.	included in other charges	SSO	GE Corporate			Until Quarter Close following Trigger Date
Tax-2	Non-IT Support Service	Federal Compliance—post-separation returns	Prepare and file Federal income tax returns	Company will be required to file stand-alone Federal and state income tax returns for 2015 (for the post-separation portion of 2015) and later years. Company will need access to historical information and tax attributes related to legal entities in the Company group post-separation Supplier to provide data extracts prior to TSA Close.	\$5,000		GE Corporate Tax Albany			18 Months Post Trigger Date
Tax-3	Non-IT Support Service	State and Local Compliance—post-separation returns	Prepare and file State and Local income tax returns	Company will be required to file stand-alone Federal and state income tax returns for 2015 (for the post-separation portion of 2015) and later years. Company will need access to historical information and tax attributes related to legal entities in the Company group post-separation GE to provide data extracts and copies of separate and proforma tax returns for the three years prior to TSA close.	\$5,000		GE Corporate Tax Albany/Stamford			18 Months Post Trigger Date

Tax-4	IT Application Service & IT Access Right	US Federal and state Income Tax Returns	Supplier uses multiple proprietary and third-party systems to prepare the Federal and state income tax returns. Company will need access to these systems during transition. Company will need to replace the GE proprietary systems with similar proprietary or third-party systems, and will need to license the third-party systems.	Federal Tax Compliance Systems: • DCS • PCS • FIR • GHOST • Virtual File Room • 988 Database • DIT Tracker • Capital Gain / Loss Tracker • Fixed Asset Depreciation • FACTS • DCS Basis Module • DST • State Tax Compliance Systems: • STARS Package • STARS System • SWP • Vantage Tax • OSCAR • NOL Database • Business Objects • SPIDER • BNA Superforms Corp Tax Stamford Shared Drive: K:\Groupdata\State Audits—Capital K:\Groupdata\State Business\GE Money K:\Groupdata\State Compliance 2006 K:\Groupdata\State Compliance 2007 K:\Groupdata\State Compliance 2008 K:\Groupdata\State Compliance 2009 K:\Groupdata\State Compliance 2010 K:\Groupdata\State Compliance 2011 K:\Groupdata\State Compliance 2012 K:\Groupdata\State Compliance 2013 K:\Groupdata\State Compliance 2014 K:\Groupdata\State Tax Accounting\RF State ETR Scenarios K:\Groupdata\State Investment in Subs K:\Groupdata\State Tax Legislation and Planning K:\Groupdata\State Audits" and "K:\Groupdata\State Audits – GE K:\Groupdata\State Audits K:\Groupdata\State Audits – GE GECA Shared Drive: N:\Finance Tax\GECA TAX COMPLIANCE (GECA 2009 Forward)\RETURN\2013\Retail Finance—Files for PwC Support Central Sites: http://supportcentral.ge.com/products/sup_products.asp?prod_id=213143 http://supportcentral.ge.com/products/sup_products.asp?prod_id=301804 http://supportcentral.ge.com/products/sup_products.asp?prod_id=19328 http://libraries.ge.com/foldersIndex.do?entity_id=21302846101&sid=101&SF=1#21302846101 http://libraries.ge.com/foldersIndex.do?entity_id=19695302101&sid=101&SF=1#19695302101 http://libraries.ge.com/foldersIndex.do?entity_id=30450495101&sid=101&SF=1#30450495101 http://libraries.ge.com/foldersIndex.do?entity_id=30450815101&sid=101&SF=1#30450815101 http://libraries.ge.com/foldersIndex.do?entity_id=30450826101&sid=101&SF=1#30450826101 http://libraries.ge.com/foldersIndex.do?entity_id=15744740101&sid=101&SF=1#26682443101	\$45,000	SSO	GE Corporate Tax	18 Months Post Trigger Date
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#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
Tax-5	Non-IT Support Service	Canada Compliance	Prepare and file Canada income tax returns	The Supplier prepares and files the Canada income tax returns. Due date for 2015 is June 30, 2016	Annual Charges: \$40,000 2015 Annual Charges: \$50-\$60,000		Corporate Tax COE Canada		18 Months Post Trigger Date	
Tax-6	Non-IT Support Service	India Compliance	Prepare and file India income tax returns	Prepare and file India income tax returns	Annual Charges: \$15,200		Corporate Tax India PwC		18 Months Post Trigger Date	
Tax-7	Non-IT Support Service	Philippines Compliance	Prepare and file Philippines income tax returns	Prepare and file Philippines income tax returns	Annual Charges: \$19,084		Corporate Tax Philippines E&Y		18 Months Post Trigger Date	
Tax-8	Non-IT Support Service	Puerto Rico Compliance	Prepare and file Puerto Rico income tax returns and personal property tax return	Prepare and file Puerto Rico income tax returns and personal property tax return	included in other charges		GE Corporate Puerto Rico PwC		18 Months Post Trigger Date	
Tax-9	IT Application Service & IT Access Right	Foreign Income Tax Returns	GE Internal (including eCompliance, STIR, etc.); System(s) for Foreign Fixed Asset Details for Depreciation (Oracle FA and Excel files); Tax Prep	Supplier to provide access to GE Internal (including eCompliance, STIR, TaxComp etc.) system(s) for Foreign Fixed Asset Details for Depreciation (Oracle FA and Excel); Tax Prep Libraries: http://libraries.ge.com/foldersIndex.do?entity_id=15744740101&sid=101&SF=1#26682443101 Shared Drive: \\cansvr03corpge\share2\$\GC2244 Supplier to provide data extract from eCompliance prior to TSA Close.	Annual Charge: \$1735	SSO			18 Months Post Trigger Date	
Tax-10	Non-IT Support Service	Non-US Withholding tax payments on cross- border funds flows (dividends, interest, royalties, etc.)	Obtain Tax Treaty exemptions / relief. Prepare and file withholding tax payments	Supplier to prepare and file withholding tax payments	\$5,000		Corporate Tax (India, Philippines)		12 Months Post Trigger Date	
Tax-11	Non-IT Support Service	U.S. information reporting	Advise on collection of W-8 & W-9 Forms from depositors.	Supplier to prepare and file forms 1099 INT, 1099 C, 1099 K, 1099-Q, 1099 R, 1098, 5498, 5498 ESA 1042, 1042 S, 1099 DIV. Prepare and file information reporting forms for pre-Trigger Date years. Consult on preparation and filing of information reporting forms for year of Trigger Date.	\$20,000		GECA Corporate Tax Thomson Reuters		15 Months Post Trigger Date provided Thomson Reuters licenses are only Until Trigger Date	
Tax-12	IT Application Service	Federal and State Information Reporting and Withholding	Support Central Tax Workflow	Supplier to provide IT Application Service for the following: Support Central Tax Workflow http://libraries.ge.com/foldersIndex.do?entity_id=13901870101&sid=101&SF=1 http://libraries.ge.com/foldersIndex.do?entity_id=40799220101&sid=101&SF=1 P:\Finance Tax\2013\GECA Information Reporting \MLB WIRE & ACH Template-Drafts	Cost included in U.S. Information Reporting	SSO	GE Corporate		15 Months Post Trigger Date	
TAX ACCOUNTING / CONTROLLERSHIP										
Tax-13	Non-IT Support Service	Year-End SEC Reporting	Provide Year-End SEC reporting services	Supplier to preparation tax footnote and related information in 10-K	\$10,000		GE Capital		Until Trigger Date	
Tax-14	Non-IT Support Service	Interim SEC Reporting	Provide Interim SEC reporting services	Supplier to prepare tax footnote and related information in 10-Q	\$5,000		GE Capital		Until Trigger Date	
Tax-15	IT Application Service & IT Access Right	Tax Accounting and SEC Reporting	FIRM (FIN 48 Reporting)	Supplier to provide IT Application Service and IT Access Rights to :Oracle; Oracle Tax Program; Discoverer Queries; Hyperion; FIRM (FIN 48 Reporting)	\$5,000	SSO	GE Corporate Oracle		Until Trigger Date	

Tax-16 Non-IT Services	Tax Accounting and SEC Reporting	FIRM (FIN 48 Reporting)	Background information on prior history of FIRM issues and FIN48 reporting	Included in Tax Accounting and SEC	GE Capital	Until Trigger Date
Tax-17 Non-IT Services	Capital Markets and Treasury Support	Capital Markets	Consult on Tax Reporting, Tax Accounting, Tax Planning and Overall Tax Support for Capital Markets and Treasury related matters for Retail Finance	\$10,000	Corporate Tax / GECA	18 Months Post Trigger Date
Tax-18 Non-IT Support Service	404 Controls	Provide 404 Controls readiness and compliance services	Supplier to provide 404 Controls readiness and compliance services	\$5,000	GE Capital	Until Trigger Date
Tax-19 Non-IT Support Service	Foreign Accounting and Reporting	Prepare and assist with all U.S. and Local Tax Accounting and Reporting for RF Foreign requirements	Supplier to prepare and assist with all U.S. and Local Tax Accounting and Reporting for RF Foreign requirements including account reconciliations, quarter closes and tax filings/return to accruals.	\$25,000	GECA	Until Trigger Date
Tax-20 Non-IT Support Service	Coordination with External Auditor	Coordinate with External Auditor	Supplier to coordinate with External Auditor	included in other charges	GE Capital	Until Trigger Date
Tax-21 Non-IT Support Service	FP&A Deliverables	Prepare FP&A Deliverables	Supplier to prepare FP&A Deliverables such as forecasting, Blueprints, stress test, pre-close review, etc.	\$25,000	GE Capital	Until Trigger Date
TAX COMPLIANCE / INDIRECT TAX (SALES, USE, VALUE ADDED & PROPERTY TAX)						
Tax-22 Non-IT Support Service	Sales and Use Tax	Prepare and file Sales and Use Tax returns	Supplier to prepare and file Sales and Use Tax returns	Annual Charges: \$33,680	Corporate Tax/Xerox	12 Months Post Trigger Date
Tax-23 Non-IT Support Service	Business License	Prepare and file Business License Applications	Supplier to prepare and file Business License Applications	Annual Charges: \$400	Corporate Tax	12 Months Post Trigger Date
Tax-24 Non-IT Support Service	Personal Property Tax	Prepare and file Personal Property Tax returns	Supplier to prepare and file Personal Property Tax returns	Annual Charges: \$10,000	Corporate Tax Ryan & Co.	12 Months Post Trigger Date
Tax-25 IT Application Service	US Sales Tax Returns	Preparation and filing of sales tax returns is outsourced to Xerox; multiple systems are used to gather and transmit data to Xerox for preparation of the returns	Supplier to provide IT Application Service for P8 (Data Retention); Eaudit; Support Central; Interface (E-Tax/Xerox)	Included in Sales and Use Tax SSO	Corporate Tax	12 Months Post Trigger Date
Tax-26 Non-IT Support Service	Real Property Tax	Prepare and file Real Property Tax returns	Supplier to provide valuation and appeals consultation for Real Property Tax (Any information on new properties will be provided by Company)	\$5,000	Corporate Tax/Ft Meyers	12 Months Post Trigger Date

#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
Tax-27	Non-IT Support Service	Sales Tax Recovery	Prepare and file Sales Tax Recovery returns	Supplier to prepare and file Sales Tax Recovery returns	\$6,250		GECA/Corporate Tax		12 Months Post Trigger Date	
Tax-28	IT Application Service	Sales Tax Recovery	BDRS [BAD DEBT RECOVERY SYSTEM]	Supplier to provide an IT Application Service for BDRS [BAD DEBT RECOVERY SYSTEM] as used by the Company prior to IPO Date.	\$37,000	SSO			12 Months Post Trigger Date	
Tax-29	Non-IT Support Service	India/Philippines VAT	Prepare and file India and Philippines VAT returns	Supplier to prepare and file India and Philippines VAT returns	Annual Charges Philippines \$2,300		Corporate Tax (India and Philippines) COE		18 Months Post Trigger Date	
Tax-30	Non-IT Support Service	Canadian Indirect Tax Returns	Prepare and file Canadian Indirect Tax returns	Supplier to prepare and file Canadian PST, GST and HST tax returns	Annual Charges: \$10,000		Corporate Tax		18 Months Post Trigger Date	
TAX COMPLIANCE / TRANSFER PRICING										
Tax-31	Non-IT Support Service	Transfer Pricing —Direct	Provide Direct Transfer Pricing support services	Supplier to provide Direct Transfer Pricing support services	Annual Charges India: \$2,149		GE Corporate Tax		Until Trigger Date	
Tax-32	Non-IT Support Service	Transfer Pricing —US/FSB	Provide US/FSB Transfer Pricing support services	Supplier to provide US/FSB Transfer Pricing support services	\$2,500		GE Treasury		Until Trigger Date	
TAX PLANNING / LEGISLATION										
Tax-33	Non-IT Support Service	Transaction Support/Planning	Provide Transaction Support services related to the separation transaction	Supplier to provide impact of post- separation transactions, including tax planning, by Company on tax-free treatment of the split-off to be discussed with GE Corporate Tax	included in other charges		GE Corporate Tax		18 Months Post Trigger Date	
Tax-34	IT Application Service & IT Access Right	US Sales & Property Tax Planning including Audits, Reviews and Appeals	Provide Bad Debt data via Sabrix	Supplier to provide an IT Application Service and IT Access Right to Sabrix as used by the Company prior to IPO Date.	\$20,000	SSO	GE Corporate Tax		15 Months Post Trigger Date	
Tax-35	Non-IT Support Service	US Sales & Property Tax Planning including Audits, Reviews and Appeals	Tax Planning, Audit and Review services	Tax Planning, Audit and Review services, including access to documentation needed throughout the course of the audit.	\$30,000		GE Corporate and GECA		18 Months Post Trigger Date	
Tax-36	Non-IT Support Service	Capital Markets and Treasury Support	Capital Markets Tax Services	Consult on pre-Trigger Date tax reporting and tax planning history for capital markets and treasury related matters	\$10,000		GE Corporate and GECA		18 Months Post Trigger Date	

ESCHEATMENT SERVICES

Tax-37	Non-IT Support Service	Escheatment Services for Unclaimed Property associated with Payroll and Interest Assessments	Escheatment Services for Unclaimed Property associated with Payroll and Interest Assessments	Supplier to provide a Non-IT Support Service for Unclaimed Property Escheatment used by the Company prior to IPO Date. The Service will include the following: <ul style="list-style-type: none"> Unclaimed property compliance and consulting services including management of third party provider's reporting of unclaimed property, generation of specific Legal Entity attachments, and retention of certain reporting documentation. Unclaimed property compliance and consulting services interest assessment management related to transactions reported late are routinely paid by submitting business, and would therefore be transferred to the Company Unclaimed property entity set-up, as GE/Company. Legal entity set-up for third party service provider. Company to provide specific legal entity information. Unclaimed property compliance and consulting services, related to GGO Payroll consolidated process. Company unclaimed property will continue to be reported through Corp. Tax UP COE processes. 	included in other charges See Additional Terms	GE Corporate	Until Trigger Date	Corporate Tax expenses incurred for this service are funded through recovery efforts of valid removal of Unclaimed dollars, not needing to be reported due to State Law. If there are processes or services beyond normal Fall and/or Spring reporting functions, billing is based on effort.
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Tax-38	Non-IT Support Service	Escheatment Services for Unclaimed Property associated with Accounts Payable	Escheatment Services for Unclaimed Property associated with Accounts Payable	Supplier to provide a Non-IT Support Service for Unclaimed Property Escheatment used by the Company prior to IPO Date. The Service will include the following: <ul style="list-style-type: none"> Unclaimed property compliance and consulting services including management of third party provider's reporting of unclaimed property, generation of specific Legal Entity attachments, and retention of certain reporting documentation. Unclaimed property entity set-up, as GE/Company. Legal entity set-up for third party service provider. Company to provide specific legal entity information. Unclaimed property compliance and consulting services, related to GGO Accounts Payable consolidated process. Company unclaimed property will continue to be reported through Corp. Tax UP COE processes during such time as GE is the majority owner. When GE is a minority owner (<50%), unclaimed property will be issued back to the Company for it to report. 	included in other charges See Additional Terms	GE Corporate	Co-terminus with SSS/AP Duration	Corporate Tax expenses incurred for this service are funded through recovery efforts of valid removal of Unclaimed dollars, not needing to be reported due to State Law. If there are processes or services beyond normal Fall and/or Spring reporting functions, billing is based on effort.
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Treasury

Treas -1	Non-IT Support Service	Cash Management—Bank Account Management	Cash Management—Bank Account Management	Upon direction from Company, GECC will create and modify bank accounts. GECC will provided visibility to activity in bank accounts. This will include use of workflows & databases. GECC will enable Company to have access to Vault and provide assistance in transitioning from Vault to Company's bank Administrator software and process. GECC will provide Company with introductions to its bank relationship contacts. GECC will provide banking information needed to support the separation and data migration activities including, support transition and migration of >300 bank accounts, balance reports, bank fee reporting from [BRM], and certain related data.	Annual Costs: \$325,241 Bank Fees for transactional volume with be passed through at Cost	SSO GE Network	GE Capital Treasury	15 months	
Treas -2	Non-IT Support Service	Cash Management	Cash Management	Upon direction from Company, GECC will set up new bank accounts and structures to construct cash pools. GECC will provide the ability for Company to manage cash pools including monitoring balances, clearing intercompany payments, and maintaining sufficient liquidity. GECC will provide data, assistance and support for cash positioning, include set-up, training and transition.	Annual Costs: \$163,165		GE Capital Treasury	15 months	Service Level as provided in Schedule 7

Treas -3	Non-IT Support Service	Cash Management— Intercompany Loan Management	Cash Management — Intercompany Loan Management	GECC will continue to service loans and provide advice and data as needed for Company intercompany loans on existing on GECC systems. GECC will advise Company, as needed, on GECC intercompany loan processes including set up of an intercompany loan , and transition to new process.	Annual Costs: \$133,766	SSO; GE Network	GE Capital Treasury	15 months
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#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
Treas - 4	Non-IT Support Service	Transaction Systems/Data— Corporate Investments	Transaction Systems/Data —Corporate Investments	<p>Upon direction from the Company, GECC will provide Company with access to trade, loan servicing, cash systems & data, as well as, an interface to Company's general ledger to record transaction activity and related accounting information and back up for Corporate Investments.</p> <p>GECC will provide resources to support for the following activities:</p> <ul style="list-style-type: none"> • Trade execution (capture, confirm, settle) as needed; • Daily uploading of transaction activity; • Accounting support as needed (included Hedge accounting); • Monitoring activities and remediation of errors; • Ensuring proper uploading process; • Acting as the backup interface between Company transaction systems in case of technical uploading issues. <p>Company is also responsible for running the activity of the daily upload from transaction systems to it's Oracle application. GECC will provide IT Support as needed.</p>	Annual Costs: \$75,224		GE Capital Treasury		15 months	
Treas - 5	Non-IT Support Service	Transaction Systems/Data— Brokered CD's	Transaction Systems/Data —Brokered CD's	<p>Upon direction from the Company, GECC will provide Company with access to trade, loan servicing, cash systems & data, as well as, an interface to Company's general ledger to record transaction activity and related accounting information and back up for Brokered CD's.</p> <p>GECC will provide resources to support for the following activities:</p> <ul style="list-style-type: none"> • Trade execution (capture, confirm, settle) as needed; • Daily uploading of transaction activity; • Accounting support as needed (included Hedge accounting); • Monitoring activities and remediation of errors; • Ensuring proper uploading process; • Acting as the backup interface between Company transaction systems in case of technical uploading issues. Company is also responsible for running the activity of the daily upload from transaction systems to it's Oracle application. GECC will provide IT Support as needed. 	Annual Costs: \$75,224		GE Capital Treasury		15 months	
Treas - 6	Non-IT Support Service	Transactions (processes/systems)	Transaction Systems/Data —Debt	<p>Upon direction from the Company, GECC will provide Company with access to trade, loan servicing, cash systems & data, as well as, an interface to Company's general ledger to record transaction activity and related accounting information and back up for Debt.</p> <p>GECC will provide resources to support for the following activities:</p> <ul style="list-style-type: none"> • Trade execution (capture, confirm, settle) as needed; • Daily uploading of transaction activity; • Accounting support as needed (included Hedge accounting); • Monitoring activities and remediation of errors; • Ensuring proper uploading process; • Acting as the backup interface between Company transaction systems in case of technical uploading issues. Company is also responsible for running the activity of the daily upload from transaction systems to it's Oracle application. GECC will provide IT Support as needed. 	Annual Costs: \$411,191		GE Capital Treasury		15 months	

Treas - 7	Non-IT Support Service	Transaction Systems/Data—Derivatives	Transaction Systems/Data—Derivatives	Upon direction from the Company, GECC will provide Company with access to trade, loan servicing, cash systems & data, as well as, an interface to Company's general ledger to record transaction activity and related accounting information and back up for Derivatives. GECC will provide resources to support for the following activities: <ul style="list-style-type: none"> • Trade execution (capture, confirm, settle) as needed; • Daily uploading of transaction activity; • Accounting support as needed (included Hedge accounting); • Monitoring activities and remediation of errors; • Ensuring proper uploading process; • Acting as the backup interface between Company transaction systems in case of technical uploading issues. Company is also responsible for running the activity of the daily upload from transaction systems to it's Oracle application. GECC will provide IT Support as needed. 	included in other charges		GE Capital Treasury	15 months	
Treas - 8	Non-IT Support Service	Transaction Systems/Data—FX Spots	Transaction Systems/Data—FX Spots	Upon direction from the Company, Supplier will provide Company with access to trade, loan servicing, cash systems & data, as well as, an interface to Company's general ledger to record transaction activity and related accounting information and back up for FX Spots. Supplier will provide resources to support for the following activities: <ul style="list-style-type: none"> • Trade execution (capture, confirm, settle) as needed; -Daily uploading of transaction activity; • Accounting support as needed (included Hedge accounting); • Monitoring activities and remediation of errors; • Ensuring proper uploading process; • Acting as the backup interface between Company transaction systems in case of technical uploading issues. Company is also responsible for running the activity of the daily upload from transaction systems to it's Oracle application. Supplier will provide IT Support as needed. 	included in other charges		GE Capital Treasury	15 months	
Treas - 9	Non-IT Support Service	Exposure Management	ALM/Risk Management	Supplier will advise Company, as needed, on its current basic ALM/Risk Management activities, including support the development of Company's ALM/Risk framework, transition and set up of retail finance related risk models (including Balance Volatility, Average Life, Term Deposit and Bancware models). Supplier will provide modeling data that it creates related to Retail Finance to Company .	Annual Costs: \$215,000		GE Capital Treasury	15 months	
Treas - 10	IT Application Service	Vault	Bank Account administration systems	Supplier will provide Company with access to its Bank Administration system to create, modify, and close bank accounts.	Annual Costs: \$416,866	SSO; GE Network	GE Capital Treasury	15 months	
Treas - 11	IT Application Service & IT Access Right	WebCash, Hot Scan, Swift	Transaction Systems	Supplier will provide Company access to applications to monitor and execute its transactions as appropriate. Access to the following applications will be provided by Supplier to Company: <ul style="list-style-type: none"> • Web Cash Banking Application for balance and transaction reporting, funds transfers, and data feeds; • Hot Scan for screening payments; • SWIFT access with Webcash to process payments directly to multiple banks As part of this Transitional Services Agreement, Supplier will also provide Second-Level IT Support on the applications.	Annual Costs: \$416,866 Please note that Webcash costs will increase when GE ownership drops below 30%	SSO GE Network	GE Capital Treasury G. TREASURY SS LLC	15 months	Subject to vendor consent Service Level as provided in Schedule 7
Treas - 12	IT Application Service & IT Access Right	Bancware	Bancware	Supplier will provide Company access to the Bancware application for interest rate risk management. As part of this Transitional Services Agreement, Supplier will also provide Second-Level IT Support on the application.	Annual Costs: \$416,866	SSO GE Network	GE Capital Treasury Bancware	15 months	Subject to vendor consent

Treas - 13	IT Application Service & IT Access Right	Atom	Atom	Supplier will provide Company access to the Atom for Brokered CDs / Investment Activity. As part of this Transitional Services Agreement, Supplier will also provide Second-Level IT Support on the application.	Annual Costs: \$416,866	SSO GE Network	GE Capital Treasury Financial Services Corporation	15 months	Subject to vendor consent
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#	Type of Service	Title	Summary	Description	2014 Costs (Monthly unless otherwise stated)	Dependencies	Supplier	Notice Period if different from 60 days	Duration	Additional Terms (is third party consent required; is specific SLA scheduled; etc.)
Treas -14	IT Application Service & IT Access Right	Summit	Summit	Supplier will provide Company access to the Summit for Investment Activity. As part of this Transitional Services Agreement, Supplier will also provide Second-Level IT Support on the application.	Annual Costs: \$416,866	SSO GE Network	GE Capital Treasury Mysys		15 months	Subject to vendor consent
Treas -15	IT Application Service & IT Access Right	WSS Debt & Derivatives	WSS Debt & Derivatives	Supplier will provide Company access to WSS Platforms for external debt and derivatives. As part of this Transitional Services Agreement, Supplier will also provide Second-Level IT Support on the application.	Annual Costs: \$416,866	SSO GE Network	GE Capital Treasury Wall Street Systems / Ion		15 months	Subject to vendor consent
Treas -16	IT Application Service & IT Access Right	WSS Intercompany Debt	WSS Intercompany Debt	Supplier will provide Company access to WSS Platforms for Internal debt. As part of this Transitional Services Agreement, Supplier will also provide Second-Level IT Support on the application.	Annual Costs: \$416,866	SSO GE Network	GE Capital Treasury Wall Street Systems / Ion		15 months	Subject to vendor consent
Treas -17	Non-IT Support Service	Electronic Funds Transfer Activities	Electronic Funds Transfer Activities	As part of this Transitional Services Agreement, Supplier will serve as business continuity plan for Company's funds transfer activities.	Costs included in WebCash, Hot Scan and Swift	SSO GE Network	GE Capital Treasury		15 months	Subject to vendor consent
Treas -18	IT Application Service	Data Services & Reporting	Data Services & Reporting	Supplier will provide Company with reporting data for treasury related data (MOR/GAP rates, trading activity, accounting reports, intercompany reports, bank account, SEC & regulatory reporting files., stress testing assumptions, market / pricing data through in.treasury.corp.ge.com, etc.)	Annual Costs: \$416,866		GE Capital Treasury		15 months	
Treas -19	Non IT Support Service	Exposure Management	Counterparty Management	(Parties to review and agree on scope of transitional arrangement, which will be documented via a Variation) 1) Provide (daily, weekly, monthly, qtrly) reporting at SYF and SYF Bank level by counterparty until systems determined, access granted and resources hired 2) Leverage GECC internal obligor grade procedures and expertise until SYF Treasury Risk has developed independent internal ratings system 3) Governance process for exceptions (existing and new ones) 4) Collateral mgmt (holding cash for the benefit of and feeding reporting of cash)	TBD		GE Capital Treasury		12 months	
Treas -20	Non IT Support Service	Exposure Management	Market Risk	(Parties to review and agree on scope of transitional arrangement, which will be documented via a Variation) 1) Governance process for exceptions (existing and new ones) 2) advise on basic RM activities related to market risk (interest and FX) 3) Provide any SYF level reporting until infrastructure built out and resources hired	TBD		GE Capital Treasury		12 months	
Treas -21	Non IT Support Service	Exposure Management	Liquidity Risk	(Parties to review and agree on scope of transitional arrangement, which will be documented via a Variation) 1) Governance process for exceptions (existing and new ones) 2) Provide any SYF level reporting until infrastructure built out and resources hired	TBD		GE Capital Treasury		12 months	

Supplier Contracts

Supp- 1	Non-IT Support Service	Supplier Contractual Access	Miscellaneous Services	Supplier will provide Company with access to GE and / or GECC terms under the following contracts: <ul style="list-style-type: none"> • LexisNexis Risk & Information Analytics Group Inc. • Crisis Management International (CMI) (#157488) • CRMFusion Inc. (#221270) • Daniel J. Edelman, Inc. (#219485) • Protiviti Inc. (#153139) • Edutainment Media, Inc. (#147621) • Recall Total Information Management (#23472) • Worldwide Trade Partners LLC (#22092) • CDW Direct LLC (#213892) • Transperfect Inc. (#131765) • Dell Financial (#20767) • Adesa Inc. (#18202) • iNOVA Corporation and iNova Solutions, Inc. (#212809) • Adesa (#18202) 	Billed directly to the Company by Third Party Supplier	See Description	Until Trigger Date
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Supp- 2	Non-IT Support Service	Supplier Contractual Access	Office Supplies, Print and Mail Services	Supplier will provide Company with access to GE and / or GECC terms under the following contracts: <ul style="list-style-type: none"> • Fedex Kinkos Office and Print Services, Inc. (#122283) • Staples 	Billed directly to the Company by Third Party Supplier	See Description	Until Trigger Date	
Supp- 3	Non-IT Support Service	Supplier Contractual Access	Research and Subscription Services	Supplier will provide Company with access to GE and / or GECC terms under the following contracts: <ul style="list-style-type: none"> • Forrester • Gartner • Dun & Bradstreet (#29720) • Informa Research Services, Inc. (#150061) • Kantar (Retail IQ) 	Billed directly to the Company by Third Party Supplier	See Description	Until Trigger Date	Kantar (Retail IQ) is subject to Supplier consent.
Supp- 4	Non-IT Support Service	Supplier Contractual Access	Consulting Services	Supplier will provide Company with access to GE and / or GECC terms under the following contracts: <ul style="list-style-type: none"> • Price Waterhouse Coopers • Deloitte LLP (#216673) • Ernst & Young LLP (#216836) • Ernst & Young US LLP (#200757) 	Billed directly to the Company by Third Party Supplier	See Description	Until Trigger Date	
Supp- 5	Non-IT Support Service	Supplier Contractual Access	Facilities Services	Supplier will provide Company with access to GE and / or GECC terms under the following contracts: <ul style="list-style-type: none"> • Sodexo Operations LLC (#23389) • Trane US Inc. (#230722) • Health Fitness Corporation (#22316) • Steelcase Inc. (#23740) • Xerox Corporation (#24332 and #145326) 	Billed directly to the Company by Third Party Supplier	See Description	Until Trigger Date	
Supp- 6	Non-IT Support Service	Supplier Contractual Access	Facilities Services	Supplier will provide Company with access to GE and / or GECC terms under the following contracts: <ul style="list-style-type: none"> • Sodexo Operations LLC (#23389) • Trane US Inc. (#230722) • Health Fitness Corporation (#22316) • Steelcase Inc. (#23740) • Xerox Corporation (#24332 and #145326) 	Billed directly to the Company by Third Party Supplier	See Description	Until Trigger Date	
Supp- 7	Non-IT Support Service	Supplier Contractual Access	eMarketer Subscription	Supplier will provide Company with access to GE and / or GECC terms under the following contracts: <ul style="list-style-type: none"> • eMarketer for 3 subscriptions 	Annual Cost: \$10,395	See Description	Until Trigger Date	

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samsclubdiscover.com
synchronyfinancialcanada.com
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stockcredit.com
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dissynchronyfinancial.com
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synchronyfinancialstinks.com
synchronyfinancialcomplaints.com
synchronyfinancialgripes.com
synchronyfinancialproblems.com
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synchronybankfees.com
ihatemysynchrony.com
nomysynchrony.com
dismysynchrony.com
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<https://gecrfportal.force.com/TrainingPartnerPortal>
carcareone.net
enroll-today.com
pdmcentral.com
geclientservices.com
lowesvisadiscounts.com

Schedule 2

Company Transitional Arrangements

[See attached]

Project Blue Reverse TSA Schedule Draft

#	Service	Upstream Supplier	Type of Service	Description of Transitional Arrangement	Transition Period (from the date of Closing)	2014 Costs (Monthly unless otherwise stated)	Additional Terms (e.g. third party consent)
1	Financial Reporting Requirements	Company	Non-IT Support Service	Provide all financial, regulatory, tax and VAT reporting as deemed required by GE Capital Corporation including supplementary SEC requirements.	Co-terminus with TSA duration	No charge	30 day notice period for termination for convenience
2	Risk Reporting Requirements	Company	Non-IT Support Service	Provide all risk reporting as deemed required by GE Capital Corporation.	Co-terminus with TSA duration	No charge	30 day notice period for termination for convenience
3	Compliance Reporting Requirements	Company	Non-IT Support Service	Provide all compliance reporting as deemed required by GE Capital Corporation.	Co-terminus with TSA duration	No charge	30 day notice period for termination for convenience
4	GE Network Service—WAN—WMC	Company	IT Support Service	Provides Architecture and L3+ support for WMC	8 months	\$30,833	
5	GE Network Service—LAN—WMC	Company	IT Support Service	Provides Architecture and L3+ support for WMC	8 months	Included in GE Network Service—WAN—WMC	
6	End User Services—WMC	Company	IT Support Service	Maintenance and management of end user desk side assets (laptops, desktops, blackberries, WYSE terminals) for WMC-passthrough for CompuCom	8 months	Included in GE Network Service—WAN—WMC	
7	WMC Applications	Company	IT Support Service	Provides hardware, systems and database administration services for WMC	8 months	Included in GE Network Service—WAN—WMC	
8	Enhanced Authentication Hosting for GECC	Company	IT Support Service	Provides application hosting and database hosting and service for multiple GEC businesses	6 months	No Charge	
9	File Transfers for GE Corp and GECA	Company	IT Support Service	Use GEntran to provide file transfer services a. 6 GE Corporate inbound files from AMEX and MasterCard b. 7 GE Commercial Finance files to/from AMEX	6 months	No Charge	
10	Shared Facility—Bentonville	Company	Non-IT Support Service	Company to provide access to and use of the Bentonville MDF and conference rooms used by GE Lighting prior to IPO Date.	Until 12/31/14	Annual Charges: \$88,513.87	
11	Financial Planning Processes	Company	Non-IT Support Service	Provide FP&A and IR support for planning and estimation processes as well as responses to external inquiries.	Until Trigger Date	No Charge	

12	Tax Accounting (Controllership)	Company	Non-IT Support Service	Provide the following Tax related services: Year-End SEC reporting services—Preparation tax footnote and related information in 10-K Interim SEC Reporting—Preparation tax footnote and related information in 10-Q Tax Accounting and SEC Reporting Monthly Close 404 Controls readiness and compliance services Prepare and file Foreign Statutory Reporting requirements in Puerto Rico, Canada, India and the Phillipines Prepare regulatory filings and provide planning for BOD/Call reports and BASEL III Prepare quarterly and annual account reconciliations Coordinate with Internal Audit (CAS) and External Auditors Prepare FP&A Deliverables such as forecasting, blueprints, stress test, pre-close review, etc. Provide Audit support services for external audits or exams Provide Bank Reporting using Hyperion, Discoverer and Shared Drive Provide Stub period tax returns	Until Trigger Date	No Charge
13	Risk—Capital Management	Company	Non-IT Support Service	Provide Capital Management reporting and narrative requirements including required analysis, modeling, narratives and monitoring to support the GECC Capital Plan, Recovery Plan, CCAR requirements and Resolution Plan requirements.	Until Trigger Date	No Charge
14	Audit Support Services	All—primarily Finance	Non-IT Support Service	Provide Audit support services for external audits or exams.	Until Trigger Date	No Charge
15	Corporate / GECA Tax IT Access to WebCSR, Payment Tax Manager, AFP on Demand, RF Share Drive	Company	IT Access Right	Provide Corporate/GECA Tax with IT Access Rights to WebCSR, Payment Tax Manager, AFP on Demand, FIS, RF Share Drive, Oracle G/L	18 months Post-Trigger Date	No charge
16	MARS Reporting	Company	IT Support Service	Provide feed from Company General Ledger to MARS. MARS feeds regulatory reporting processes.	Until Quarter Close following Trigger Date	No charge
17	IRIS	Company	Non-IT Support Service	Provide data/input to IRIS system on a monthly basis.	Until Quarter Close following Trigger Date	No charge
18	Federal and State/Local Tax Input	Company	Non-IT Support Service	Provide data/input to GE Corporate and GECA Tax teams for Federal and State/Local Taxes.	18 months Post-Trigger Date	No charge
19	CARS	Company	IT Support Service	Provide server information (ex. count, utilization, etc) as they currently do to CARS. Provide PC asset management data and information for CARS reports.	24 months or until such time as Security and CTO Services are provided.	No Charge

#	Service	Upstream Supplier	Type of Service	Description of Transitional Arrangement	Transition Period (from the date of Closing)	2014 Costs (Monthly unless otherwise stated)	Additional Terms (e.g. third party consent)
20	IT Security Response and Actions	Company	IT Support Service	Provide the following: —Exception & Exemption Management —file an Exception or Exemption for approval and registration in the Risk Register in the event a business process does not meet GE policy —continue to provide corporate metrics data/reporting for compliance and associated dashboards —submit application for security assessments and remediate findings in accordance with GE Policies and Standards, including report back —remediate Penetration Test Findings in accordance with GE Policies and Standards, including report back —address 3rd Party assessment findings and report remediation to the 3PC team —provide vulnerability scan findings and/or access. Applicable findings must be remediated and reported —address compliance with data loss prevention mechanisms including but not limited to removable media and Digital Guardian installations. This includes exception requests and report back —address compliance with endpoint security and management mechanisms including but not limited to anti-virus (McAfee), managed workstations (ITAM), laptop encryption (safe boot), and mobile security (Good/AirWatch). This includes analysis and report back. —address HPA alert violations in accordance with GE Policies and Standards, including analysis and report back —accept incident reports from Capital, remediate the incident, then report remediation	24 months or until such time as IT Security Services are provided.	No Charge	
21	Financial Systems and Accounting Support	Company	Non-IT Support Service	Provide IT Application support and accounting services to GECC for the following legal entities: 186-Retailer Credit Services, Inc. BL4-GE Capital Canada CAD Liquidity Funding LP D82-Montgomery Ward, LLC DH4-GE Capital Canada US Funding GP N21-Monogram Credit Services, LLC N46-GE Consumer Finance, Inc. RP6-GE Pacific (Mauritius) Ltd. RP7-GE Pacific Private Limited W03-GE Canada Holdings, Inc. W05-General Electric Canada Company XCY-GE Capital Mauritius Funding 214-GE Funding Holdings, Inc. D01-GE Funding Government Services, Inc. D80-GE Capital Canada Funding Company	6 months	No Charge	
22	Financial Systems and Accounting Support	Company	Non-IT Support Service	Provide IT Application support and accounting services to GECC for the following legal entities: 001-General Electric Capital Corporation 033-Gelco Corporation D79-GE Capital Registry Inc. 117-General Electric Capital Corporation of Puerto Rico 080-GECC Consolidations/Eliminations-Non Legal Entity 0CA-GECC Interest Allocations-Non Legal Entity 0AL-GECC Inter-Bus Allocation-Non Legal Entity 0FA-International Interest Allocations-Non Legal Entity	12 months	No Charge	
23	Access to US G/L information for stay behind entities	Company	IT Support Service	Company to provide reporting/queries from the US G/L on an as requested basis for stay behind legal entities defined in #28 & 29.	12 months	No charge	
24	Provide input to the Loan Review Process	Company	Non-IT Support Service	Company to input to Internal audit functions at GECC and CAS for the purposes of Peer Loan Services review.	Until Trigger Date	No charge	
25	Network Service for GE Capital Invest Direct applications	Company	IT Support Service	Provide Network Support for the GE Capital Invest Direct Applications hosted in the Savvis Data Center	6 months	No Charge	
26	Access to Responsys contract	Company	Non-IT Support Service	Company to provide access to Responsys Master Services Agreement used by GECC prior to IPO.	Until Trigger Date	No Charge	
27	Access to Sarcom contract	Company	Non-IT Support Service	Company to provide access to Sarcom Master Services Agreement used by GECC prior to IPO.	Until Trigger Date	No Charge	
28	Access to Cincinnati Bell Technology Solutions, Inc. (#21065) contract	Company	Non-IT Support Service	Company to provide access to Cincinnati Bell Technology Solutions, Inc. (#21065) Master Services Agreement used by GECC prior to IPO.	Until Trigger Date	No Charge	

29	Access to Comperemedia, Inc. (#238802) contract	Company	Non-IT Support Service	Company to provide access to Comperemedia, Inc. (#238802) Master Services Agreement used by GECC prior to IPO.	Until Trigger Date	No Charge
30	Access to Equifax Information Services LLC (#151514 & #151227) contract	Company	Non-IT Support Service	Company to provide access to Equifax Information Services LLC (#151514 & # 151227) Master Services Agreement used by GECC prior to IPO.	Until Trigger Date	No Charge
31	Access to iOvation contract	Company	Non-IT Support Service	Company to provide access to iOvation Master Services Agreement used by GECC prior to IPO.	Until Trigger Date	No Charge
32	IdM hosting and systems administration services	Company	IT Support Service	Company to provide hosting and system administration support for the Money IdM environment.	24 months	\$10,000
33	MetricStream reporting	Company	Non-IT Support Service	Company to provide MetricStream reporting used for roll-up reporting as required by GE Capital at such time as Company establishes Company instance.	Until Trigger Date	No Charge
34	T&L for Personnel Training	Company	Non-IT Support Service	Company to send a trainer for the Personnel Relations Leadership course to GE site on as requested basis.	Until Trigger Date	Based upon actual travel costs incurred

Schedule 3

GECC Facility Licenses to Company

5595 Trillium Blvd. Hoffman Estates, IL

500 W Monroe, Chicago, IL

1 Village Center Drive, Van Buren Township, MI

Employee medical facilities located in the State of Connecticut, including 800 Long Ridge Road, Stamford

Schedule 4

Company Facility Licenses to GECC

1801 Phyllis Street, Lakeside Center II, Bentonville, AR

Schedule 5

VARIATION REQUEST

Service Name / Number (from TSA Schedule 1 or Schedule 2):

Prepared by:

Date (MM/DD/YYYY):

Variation Control No.:

1. Requestor Information

Fill in with appropriate information or place an "X" next to all those that apply:

Area of Change:

Change to Existing Service

Addition of New Service

Is this Change a Regulatory Variation pursuant to Section 5.4 of the TSA?

No

Yes

**If yes, specify
relevant change
in Applicable
Law**

**Proposed Variation Description and
References:**

*Provide information below concerning the requested
change. Create links to any supporting documentation.*

**Description /
Justification:**

**Impact of Not
Implementing
Proposed Change:**

**Available
Alternatives:**

**Requested
Production Start
Date
(MM/DD/YYYY)**

2. Initial Impact Analysis

Initial Review Date:
(MM/DD/YYYY)

Assigned to:

IT Environments Affected:

Impact on Cost / Resources:

Impact on Transition Plan:

Pre-Closing Form(s) / Standard(s) Affected:

Risk associated with implementing the Variation:

Risk associated with not implementing the Variation:

Final Review Date:
(MM/DD/YYYY)

3. Impact Analysis Results

<i>Task / Milestone (or other expense)</i>	<i>Estimated Quantity</i>	<i>Daily Rate</i>	<i>Estimated No. of Days</i>	<i>Estimated Resource Availability Dates</i>	
				<i>From</i>	<i>To</i>
Requirements & Analysis:			\$		
Development Effort:			\$		
Infrastructure Effort:			\$		
Testing & Release Effort:			\$		
Training (if applicable):			\$		
Travel and Expense estimate (if applicable):			\$		
		Estimated Total Costs:	\$		
		Impact of <u>Not</u> Implementing the Variation:			
		Alternatives to the Proposed Variation:			
		Estimated Release to Production Date: (MM/DD/YYYY)			

4. Final Recommendation(s)

- Approve**
- Reject**
- Defer Until**
(MM/DD/YYYY)
- Express Treatment**

5. Variation Request Form / Signatures

**GECC
Representative:**

**Purchaser
Representative:**

ATTACHED TO AND MADE A PART OF THE TRANSITIONAL SERVICES AGREEMENT DATED AS OF _____ .

Agreed and Accepted:

GECC: _____

Purchaser: _____

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____
(The "Effective Date")

Date: _____

Schedule 6

Deleted Service

[see attached]

Software/Services to be removed at Trigger Date

Manufacturer

Minitab
PKWare
Critical Path
Decisioneering
Interwoven
Knowledge Management
GE
Secure Computing
Synovate
SalesForce.com

Product

Minitab
All Products under Corporate Terms and Conditions
Critical Path Meta Directory
Crystal Ball
Interwoven
Meeko Graphics
Screensavers & logos on PC's
Smartfilter
Net Promoter Score
SalesForce.com

Schedule 7

Service Levels

[see attached]

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SCHEDULE 7
PERFORMANCE MEASUREMENTS

1. Introduction

This Schedule 7 sets forth the methodology that will be used to measure and assess the degree to which GECC's performance of the Transitional Arrangements is meeting Company's operational performance requirements for such Transitional Arrangements.

2. Definitions and Interpretation

2.1 Defined Terms

The following terms, when used in this Schedule 7, will have the meanings given them below unless otherwise specified or required by the context in which the term is used. Any capitalized term used but not defined in this Schedule 7 will have the meaning indicated in the main body of the Agreement.

Defined Term	Meaning
"Amount At Risk"	Ten percent (10%) of the At Risk Charges each month (representing the maximum amount of Service Level Credits for which GECC is potentially at risk each month).
"At Risk Charges"	GECC's charges for the specific Transitional Arrangements to which the Service Levels apply (as such specific Transitional Arrangements are listed in Exhibit 7-A), excluding taxes with respect to such Transitional Arrangement.
"Compliance Date"	The date on which Service Level Credits first become applicable to a Service Level Default, as specified in a Service Level Table.
"Measurement Period"	The period (typically, a calendar month) during which GECC is to measure and report on its performance against the Service Levels.
"Monthly Performance Report"	The performance report to be issued to Company each month by GECC as described in Section 3.3(a).
"Performance Failure"	A failure of GECC to meet a Service Level, whether or not the failure is excused.
"Service Level"	A standard of performance designated in Exhibit 7-A (Service Levels).
"Service Level Credit" or "SLC"	A monetary credit payable to Company by GECC in respect of a Service Level Default.
"Service Level Default"	A failure of GECC to meet a Service Level in any applicable Measurement Period that is not excused pursuant to Section 3.5(b), or as provided in Section 3.3(e).
"Service Level Table"	An Exhibit to this Schedule 7 that sets forth Service Levels, together with other pertinent information.
"Validation Period"	For any Service Level that is subject to validation, a period of six months beginning on the first day of the first month after GECC first becomes capable of measuring its performance relative to such Service Level.

2.2 References to Specific Resources

Where this Schedule 7 includes references to specific resources (*e.g.*, tools, systems, equipment or software) that are to be used by GECC, if GECC implements any successors or replacements to such resources, the applicable references will be deemed to include such successor or replacement resources.

3. Service Level Framework

3.1 General

- (a) GECC will perform the Transitional Arrangements provided pursuant to this Agreement in a manner that meets (or exceeds) the applicable Service Levels. GECC will be responsible for measuring and reporting on its performance with respect to the Service Levels.
- (b) In cases where this Schedule 7 does not prescribe or otherwise regulate the manner or quality of GECC's performance, GECC will render such Transitional Arrangements in accordance with Clause 2.1 of the Agreement.

3.2 Performance Measurement Tools

- (a) GECC will measure its performance with respect to each Service Level using the corresponding measurement tools and methodologies identified in the Service Level Tables or, where the measurement tools and methodologies are not identified, using such other means as are mutually agreed upon by the Parties in writing. Performance monitoring and measurement must permit reporting at a level of detail sufficient to verify GECC's compliance with the Service Levels and will be subject to audit by Company.
- (b) Except as otherwise expressly provided in the Agreement, GECC will have operational, administrative, maintenance and financial responsibility for all tools and functions required to monitor, measure and report on GECC's performance against the Service Levels.
- (c) If a Party desires to use a different measuring tool than is specified for any Service Level, the issue shall be raised to and addressed by the Steering Committee. As part of such review, the Steering Committee may review and consider reasonable adjustments to the affected Service Levels as necessary to account for any increased or decreased sensitivity in the new measuring tool. The Parties may utilize different measuring tools only to the extent the tool, and any associated Service Level adjustments, are approved by the Steering Committee.

3.3 Performance Assessment and Reporting

- (a) GECC will track its performance with respect to each Service Level each month and report the results to Company in a monthly performance report, the format and structure of which will be as mutually agreed by Company and GECC (the "**Monthly**

Performance Report”). GECC will deliver the Monthly Performance Report to Company in both printed and electronic form by the 1st day of the following month (or such other date as directed by the Steering Committee). The Monthly Performance Reports and any supporting data and information will constitute Company Confidential Information under the Agreement. The Steering Committee will meet each month promptly after the delivery of the Monthly Performance Report (i) to review any issues with the Transitional Arrangements provided pursuant to this Agreement or with any on-going projects and (ii) to discuss GECC’s overall performance of the Transitional Arrangements provided pursuant to this Agreement.

- (b) Except as otherwise stated in a Service Level Table, performance against all Service Levels will be measured 7 days a week, 365 days a year (or, in the case of any specific Transitional Arrangement for which the hours of operation are limited, during the scheduled hours of operation).
- (c) The Monthly Performance Report (i) will identify and describe each Service Level Default and (ii) for each Service Level Default, will calculate the amount of the corresponding Service Level Credit Company is entitled to receive in accordance with Section 4.1.
- (d) Upon Company’s request, GECC will provide detailed supporting information for any Monthly Performance Report. In certain cases where practicable, GECC will also give designated Company personnel online access to GECC’s monitoring systems so that they can view real-time or near real-time operational status and performance data.
- (e) If GECC fails to properly assess and report on its performance relative to any Service Level on or before the date the Monthly Performance Report is due, it shall be deemed to be a Performance Failure subject to the provisions of Section 3.5, unless GECC provides the complete Monthly Performance Report to Company within five days after receiving written notice from Company that GECC failed to provide such report when due.

3.4 Service Levels Measured by Percentage

- (a) Some Service Levels are expressed in terms of achievement of a level of performance over a percentage of incidents occurring during a Measurement Period. In these instances, if the number of incidents occurring during a given Measurement Period is less than or equal to 100, then the following algorithm will be used to determine the number of instances that GECC must successfully complete the required performance to have achieved the Service Level concerned, notwithstanding the percentage expressed in the Service Level Table as the required level of performance for such Service Level:
 - (i) the number of instances occurring during the Measurement Period will be multiplied by the stated percentage; and
 - (ii) if the product of that multiplication is not a whole number, then the product will be rounded down to the nearest whole number.
- (b) For example, assume that a Service Level states that GECC must complete at least 95% of instances within a stated interval of time in order to achieve the applicable Service Level. The following sample calculations illustrate how the above algorithm

would function to determine the number of instances that GECC must complete within the stated interval of time in order to achieve the Service Level (in each case given a different number of total instances occurring during the corresponding Measurement Period):

- (i) If the actual number of instances was 100, GECC must successfully complete 95 or more instances on time (100 incidents x 95% = 95 instances);
- (ii) If the actual number of instances was 99, GECC must successfully complete 94 instances on time (99 incidents x 95% = 94.05 instances, rounded down to 94 instances); and
- (iii) If the actual number of instances was 9, GECC must successfully complete 8 instances on time (9 instances x 95% = 8.55 instances, rounded down to 8 instances).

3.5 Performance Failures, Excused Failures and Service Level Defaults

- (a) In the event of a Performance Failure, GECC will: (i) promptly investigate and report on the root cause of the problem; (ii) remedy the cause of the Performance Failure and resume meeting the affected Service Levels to the extent the actions required or appropriate to remedy the Performance Failure are within GECC's scope of responsibility; (iii) identify and inform Company of the actions, if any, that are required of Company to remedy and prevent recurrence of the Performance Failure; (iv) implement and notify Company of measures taken by GECC to prevent recurrences if the Performance Failure is otherwise likely to recur; and (v) make written recommendations to Company for improvements in procedures. As appropriate, GECC will implement new (or enhance its existing) standard operating procedures (SOPs) to prevent recurrences of Performance Failures and will update the procedures manuals (if applicable) to include the new or enhanced SOPs.
- (b) Each Performance Failure will constitute a Service Level Default except when (and to the extent that) (i) the Performance Failure is excused pursuant to the Force Majeure provisions of the Agreement, or (ii) the Performance Failure is directly attributable to (A) Company's failure to perform (or cause to be performed) or (B) improper performance of, Company's express responsibilities relating to the applicable Transitional Arrangement, so long as in either case, that GECC promptly notifies Company of the problem and uses commercially reasonable efforts to perform the affected Transitional Arrangements and meet the Service Levels notwithstanding Company's failure, but the Performance Failure occurs nevertheless; provided that GECC will notify Company in writing in advance of any out of pocket expenses, if any, incurred by GECC directly as the result of such event and such out of pocket expenses shall be reimbursed by Company.
- (c) If GECC wishes to avail itself of one of the excuses set out in Section 3.5(b) above, then GECC will so state in the Monthly Performance Report. In the Monthly Performance Report, GECC will also indicate the following:
 - (i) which Service Level(s) is(are) affected by the excuse(s); and
 - (ii) all of the circumstances that give rise to the excuse, in sufficient detail to permit Company to evaluate whether GECC's claim of excuse is valid.

-
- (d) GECC will at all times bear the burden of proof as to the existence of an excuse and the applicability of the excuse to the Performance Failure at issue, including during dispute resolution proceedings and without regard to any procedural rules of the dispute resolution forum that would otherwise impose the burden of proof on Company.

3.6 Cooperation with Other Parties

The achievement of the Service Levels by GECC may require the coordinated, collaborative effort of GECC with other parties. GECC will provide a single point of contact for the prompt resolution of all Performance Failures, regardless of whether the Performance Failure at issue was caused, in whole or in part, by GECC, Company, or some other party or event.

4. Service Level Credit Methodology

4.1 Service Level Credits

- (a) In the event that a single Service Level experiences a Service Level Default(i) in any two (2) calendar months occurring within a rolling six (6) calendar month period, or (ii) in such a manner as may be otherwise expressly provided in Exhibit 7-A, Company will be entitled to receive a monetary credit (i.e., a Service Level Credit) against GECC's Charges to reflect the reduced level of services actually received by Company.
- (b) If Company becomes entitled to a Service Level Credit for a Service Level Default, the Monthly Performance Report will so indicate, specifying each affected Service Level and the amount of the Service Level Credit that Company is entitled to receive. Service Level Credits shall be calculated as provided in the Exhibit 7-A. Unless otherwise directed by Company, GECC will give Company a credit in the amount owed to Company on GECC's next invoice pursuant to Clause 8.2 of the Agreement.
- (c) If more than one Service Level Credit is payable during a month, Company will be entitled to receive the sum of the corresponding Service Level Credits *provided, however*, that in no event will Company be entitled to receive Service Level Credits for a single month in an amount that exceeds the dollar value of the Amount At Risk for that month.
- (d) Service Level Credits are intended to compensate Company for the difficult to quantify diminution in the value or quality of the Transitional Arrangements rendered as a result of a Service Level Default. For the avoidance of doubt, nothing herein is intended to preclude Company from exercising its rights under Clause 17.12 of the Agreement. GECC hereby irrevocably waives any claim or defense that Service Level Credits are not enforceable or that they constitute Company's sole and exclusive remedy of Company with respect to an occurrence or event that results in the occurrence of a Service Level Default.

5. Changes to Service Levels and Service Level Credit Amounts

5.1 Changes to Service Level Credit Amounts

A Party may propose that the then-current Service Level Credit amount for one or more Service Levels be increased or decreased, by proposing a Variation (in accordance with Clause 5 of the Agreement). Any agreed changes to the Service Level Credits as a result of an approved Variation shall become effective upon the timetable approved by the Steering Committee.

5.2 Deletion of Service Levels

A Party may propose deletions to one or more Service Levels at any time during the Term by proposing such for consideration by the Steering Committee. Any agreed-upon deletion of a Service Level will take effect on the date as specified by the Steering Committee.

5.3 Addition of New Service Levels

- (a) In response to changes in Company's business needs, or to reflect changes in or evolution of the Transitional Arrangements provided hereunder, the means of delivery or regulatory requirements, Company may propose to add additional Service Levels by proposing a Variation (in accordance with Clause 5 of the Agreement).
- (b) If the addition of a new Service Level or measurement tool results in additional, demonstrable costs to GECC, GECC may request an increase in the Charges via the Variation process, by providing information documenting such additional costs to Company. If the Parties do not resolve any such issue pursuant to the Variation process, the Parties will negotiate and resolve the dispute concerning such proposed increase in the Charges using the dispute resolution procedures set forth in the Agreement.

5.4 Determination of Service Level Values

Unless the Parties mutually agree on the value for each Service Level set forth in a Service Level Table, the following methodology will be used to establish their initial values:

- (a) If recent historical performance data exists for the Service Level, the performance data for the most recent six months will be used as follows:
 - (i) The performance data for the best and the worst performance months in the six-month period will be discarded; and
 - (ii) The Service Level will be set equal to the average monthly measurement out of the remaining monthly performance measurements. For example, if the six monthly performance measurements for a Service Level for which 100% reflects perfect performance were 99.90%, 99.91%, 99.92%, 99.93%, 99.94% and 99.95%, then 99.95% and 99.90% would be dropped and the Service Level will be set to 99.925%.
- (b) If recent historical performance data does not exist for the Service Level and sufficient empirical or qualitative data does not exist for the Parties to reasonably determine what level of performance GECC should be capable of achieving, the Service Level will be subject to validation and will be set as provided in Section 5.4(a) following the completion of the Validation Period. In the interim, Company will specify a reasonable provisional value for the Service Level based on available information.

5.5 Validation Procedure

- (a) The terms of this Section 5.5 apply to any of the Service Levels that Exhibit 7-A provides are subject to validation or that the Parties otherwise agree are subject to validation.
- (b) During the Validation Period for each Service Level designated as being subject to validation:
 - (i) GECC will measure and reports its performance monthly against each such Service Level in accordance with Sections 3.2 and 3.3; and
 - (ii) GECC will use commercially reasonable efforts to meet (or exceed) the provisional Service Levels set by Company pursuant to Section 5.4(b) and to otherwise comply fully with the provisions of this Schedule 7 with respect to such Service Levels; *provided, however*, that Service Level Credits will not apply to any Service Level that is subject to validation during its Validation Period.
- (c) Company, in its sole discretion, may extend the Validation Period for any Service Levels by so notifying GECC in writing, stating the period of extension.
- (d) At the end of the Validation Period, the affected Service Levels will be set in the manner specified in Section 5.4(a) or at such other levels as the Parties may otherwise agree taking into account pertinent factors, including the performance data obtained during the Validation Period, applicable industry standards for comparable environments, performance prior to the Validation Period, improvements in GECC's performance and non-recurring (or remedied) events responsible for any performance degradations during the Validation Period.

5.6 Service Level Credit Amounts for New Service Levels

When a new Service Level is added pursuant to this Section 5, the Steering Committee will determine a Service Level Credit amount allocable to the new Service Level.

EXHIBIT 7-A
SERVICE LEVELS

1. Definitions

- a. “**Actual Uptime**” means the aggregate number of minutes in any calendar month during which the applicable equipment, software, services, or data are Available for Use.
- b. “**Available for Use**” means the ability of equipment, software, services or data to be utilized or accessed by Company at the applicable level or capacity to be provided to Company or other users in accordance with normal operations that are consistent with the stated requirements of Company or other users (including, as applicable, equipment and software specifications and Service Levels).
- c. “**Availability**” measures the Actual Uptime of the equipment, software, services or data to be utilized or accessed by Company, expressed as a percentage of the Scheduled Uptime for such equipment, software, services or data (i.e., $\text{Availability \%} = ((\text{Actual Uptime})/(\text{Scheduled Uptime})) \times 100$).
- d. “**Change Management Accuracy**” means, for all changes that are required to be performed by GECC through the change management process utilized by the Parties, the percentage of such changes that are completed and implemented during the Measurement Period such that no Severity 2 or above Incidents result. This shall be calculated as: $(\text{Number of changes completed and implemented during the Measurement Period such that no such Incidents result}) / (\text{Number of changes that are scheduled to be completed and implemented by GECC during the Measurement Period})$.
- e. “**Incident**” means an event which is not part of the standard operation of a service and which causes or may cause interruption to or a reduction to the quality of the service.
- f. “**Response Time**” means the elapsed time between: (i) the earlier of the moment that an Incident is reported to GECC (e.g., through automatic notification; a call to GECC’s help desk or call from Company; or other form of communication) or the moment that GECC otherwise becomes aware of such Incident; and (ii) notification of acknowledgement to the applicable Company contact and the commencement of resolution efforts by the group responsible for resolution.
- g. “**Scheduled Uptime**” means 24 hours per day, 7 days per week, but excluding routinely scheduled maintenance windows during which the applicable system or device is not Available for Use.
- h. “**Service Level Credit**” means, for each Transitional Arrangement set forth in Section 2 of this Exhibit 7-A, the lesser of (i) \$250,000 or (ii) 50% of the monthly At Risk Charges for that particular Transitional Arrangement.

- i. **“Severity Level”** means the level of business impact to Company for each Incident, and Severity Level 0, 1, 2 and 3 Incidents are described in Exhibit 7-B (Severity Level Definitions).
- j. **“Speed of Answer”** measures (on a 24 hours x 7 day basis), the time elapsed, in seconds, between (a) the time of a service recipient’s selection of a voice response unit option that requires answer by the help desk analyst or the time that the voice response unit completes its menued message, and (b) the time when a live help desk staff analyst answers the call.
- k. **“Time to Restore”** means the elapsed time between: (i) the earlier of the moment that an Incident is reported to GECC (e.g., through automatic notification; a call to GECC’s help desk or call from Company; or other form of communication) or the moment that GECC otherwise becomes aware of such Incident; and (ii) the moment that (A) the affected equipment, software, data or services for which GECC is responsible are restored to normal operations in accordance with applicable performance standards and specifications, or GECC implements a commercially reasonable workaround, such that the recipient of the corresponding services incur(s) no more than a de minimis, insignificant degradation of service that does not affect such recipient’s ability to perform their work, and (B) the corresponding Incident ticket is updated to reflect that such Incident has been resolved. An Incident ticket that is managed by GECC and associated with a particular Incident shall not be closed until the service recipient reporting the Incident or other appropriate Company contact agrees that such ticket may be closed.

2. Service Levels

<u>Service</u>	<u>Service Level</u>	<u>Alternate Service Level Default under Section 4.1(a)(ii) (if applicable)</u>	<u>Measurement Period</u>	<u>Measurement Tool / Process</u>	<u>Does Validation Period Apply (Section 5.5)?</u>
GO-IT Data Centers (IT-8)	Availability shall be at least 99%		Monthly	ITIL: ServiceNow	No
AS/400 (IT-9)	Availability shall be at least 99%		Monthly	ITIL: ServiceNow	No
Mainframe (IT-10)	Availability shall be at least 99%	Availability shall be at least 94%	Monthly	ITIL: ServiceNow	No

Service	Service Level	Alternate Service Level Default under Section 4.1(a)(ii) (if applicable)	Measurement Period	Measurement Tool / Process	Does Validation Period Apply (Section 5.5)?
CTO—Capital IT Risk Solutions Group (IT-33)	<p><u>With regard to Active Directory:</u> 98% of all Severity 1 Incidents will have a Time to Restore of 2 hours, 95% of all Severity 2 Incidents will have a Time to Restore of 8 hours and 95% of all Severity 3 Incidents will have a Time to Restore of 24 hours.</p> <p>AND</p> <p><u>With regard to IDM, BOTH:</u> 95% of all:</p> <ul style="list-style-type: none"> • Severity 1 Incidents will have a Response Time of 4 hours; and • Severity 2 Incidents will have a Response Time of 8 hours <p>AND</p> <p>95% of all:</p> <ul style="list-style-type: none"> • Severity 1 Incidents will have a Time to Restore of 8 hours; and • Severity 2 Incidents will have a Time to Restore of 16 hours 	<p>Availability of the Enhanced Authentication Services shall be at least 93%</p>	Monthly	ITIL: ServiceNow	No
Enhanced Authentication Services (IT-20)	<p>Availability of the Enhanced Authentication Services shall be at least 98%.</p> <p>AND</p> <p>Transaction response time will be less than 2 seconds 95% of the time.</p>	<p>Availability of the Enhanced Authentication Services shall be at least 93%</p>	Monthly	ITIL: Topaz moving to Intracope	No

Service	Service Level	Alternate Service Level Default under Section 4.1(a)(ii) (if applicable)	Measurement Period	Measurement Tool / Process	Does Validation Period Apply (Section 5.5)?
Data Loss Prevention (IT-24)	95% of all: <ul style="list-style-type: none"> Severity 1 Incidents will have a Time to Restore of 2 hours; and Severity 2 Incidents will have a Time to Restore of 4 hours 		Monthly	ITIL: ServiceNow	Yes
GE Network Service— WAN/LAN (IT-7)	Availability of the GE WAN/LAN (including network separation devices) shall be at least 98%	Availability of WAN/LAN shall be at least 93%	Monthly	ITIL: ServiceNow	No
VPN Remote Access (IT-5)	Availability of the VPN shall be at least 95%		Monthly	ITIL: ServiceNow	No
OneGE Helpdesk (IT-21)	85% of calls to the OneGE Helpdesk shall have a Speed of Answer of 60 seconds or less		Monthly	Vendor IVR System	No
Identity and Access Controls (IT-34)	Availability shall be at least 95%		Monthly	ITIL: ServiceNow	No

Service	Service Level	Alternate Service Level Default under Section 4.1(a)(ii) (if applicable)	Measurement Period	Measurement Tool / Process	Does Validation Period Apply (Section 5.5)?
Threat & Vulnerability services (IT-36)	<p><u>With regard to Third Party Assessments:</u> Complete 90% of risk profiles within 7 days of receipt Complete 90% of 3PC assessment issue/scoring logs within 14 days of receiving the completed SAQ.</p>		Monthly	<p>Support Central (for 3rd party assessments and Blue Team); Manual (for CRITS) WIKI (for Red Team)</p>	Yes for all except CRITS
	<p>AND</p> <p><u>With regard to Cyber Intelligence (CRITS):</u> Deliver 100% of daily threat updates (CTU) for each Business Day during the month (unless changes to the update rhythm (i.e., daily) are agreed upon by the Parties)</p>				
	<p>AND</p> <p><u>With regard to Blue Team:</u> Complete 87% of blue team assessments within the estimated end date based on the latest agreed upon SOW</p>				
	<p>AND</p> <p><u>With regard to Red Team:</u> Complete 95% of Red team assessments within the estimated end date in the latest agreed upon SOW</p>				

<u>Service</u>	<u>Service Level</u>	<u>Alternate Service Level Default under Section 4.1(a)(ii) (if applicable)</u>	<u>Measurement Period</u>	<u>Measurement Tool / Process</u>	<u>Does Validation Period Apply (Section 5.5)?</u>
Anti-Money Laundering (AML) (Comp-1)	Availability of Actimize shall be at least 98%		Monthly	Topaz	No
US Payroll & Benefits Administration (HR-3)	95.5% of direct deposit employees to be paid within 24 hours of scheduled pay date. AND Speed / Service – For all Retail Finance HR inquiries / escalations, GE will provide an initial response within 1 business day providing either an answer, solution, or update.		Monthly	Peoplsoft and CRMS	Yes
Non-US Payroll & Benefits Administration (HR-2)	95.5% of direct deposit employees to be paid within 24 hours of scheduled pay date. AND Speed / Service – For all Retail Finance HR inquiries / escalations, GE will provide an initial response within 1 business day providing either an answer, solution, or update.		Monthly	Manual (for Philippines) Ramco and standard HR service channel (for India)	Yes
Oracle HR (HR-1)	Availability of the OHR system shall be at least 99%		Monthly	ITIL: APC/Topaz	No

Service	Service Level	Alternate Service Level Default under Section 4.1(a)(ii) (if applicable)	Measurement Period	Measurement Tool / Process	Does Validation Period Apply (Section 5.5)?
EOR System (MetricStream) (Risk-1)	90% of all tickets will have a Time to Restore (TTR) of: Severity 1 <= 48 hrs Severity 2 <= 5 business days Severity 3 <= 14 business days		Monthly	ServiceNow Topaz	No
AND	Availability of MetricStream shall be at least 99%				
SSS Purchasing / AP Platform (SRC-1)	Availability of Oracle SSS shall be at least 98%		Monthly	ITIL: ServiceNow	No

Service	Service Level	Alternate Service Level Default under Section 4.1(a)(ii) (if applicable)	Measurement Period	Measurement Tool / Process	Does Validation Period Apply (Section 5.5)?
Cash Management (Treas-2)	<p data-bbox="224 132 634 279"><u>With regard to Static Data Management:</u> Supplier will update bank account details in WebCash when provided by a Company-identified contact within 3 business days as long as the Vault request has been fully updated and approved in the system.</p> <p data-bbox="224 296 272 317">AND</p> <p data-bbox="224 333 634 428"><u>With regard to Balance Reporting Monitoring:</u> Supplier will support Company with any balance reporting issues within 8 hours of being notified by a Company-identified contact.</p> <p data-bbox="224 445 272 466">AND</p> <p data-bbox="224 483 634 583"><u>With regard to Payment Monitoring & Alerts</u> Supplier will support Company with any payment issues within 8 hours of being notified by a Company-identified contact.</p>		Monthly	Manual	Yes

Service	Service Level	Alternate Service Level Default under Section 4.1(a)(ii) (if applicable)	Measurement Period	Measurement Tool / Process	Does Validation Period Apply (Section 5.5)?
WebCash, Hot Scan, Swift (Treas-11)	<p><u>With regard to Planned Outages:</u> Supplier will notify the Company-identified contacts for any planned outages outside of the maintenance window within 4 hours of impact.</p> <p>AND</p> <p><u>With regard to Unplanned Outages:</u> Supplier will notify Company-identified contacts within 2 hours in the case of an unplanned outage. In cases of a severity 1 on WebCash or SWIFT, the Company-identified contact will be notified at the same frequency as the GE users.</p> <p>AND</p> <p><u>With regard to OFAC Scanning:</u> Supplier will scan all Company GEWC payments and support Company with any issues within 2 business days when notified.</p>		Monthly	Manual	Yes

Exhibit 7-B
Severity Level Definitions

<u>Severity Level</u>	<u>Definition</u>
Severity 1	A significant, urgent, or high severity incident that results in slow response or limited access for an entire Company Business unit/business unit location or a loss of access for one or more Company business unit locations for system, region, or application. These types of incidents result in a high business impact or high visibility failure.
Severity 2	A significant or high severity incident that results in a partial loss of the network, system, region, or application that impacts a Company business unit location. It also includes batch or operational failures requiring immediate response, and/or application transaction failures.
Severity 3	A normal, medium, or minor incident that results in a single user loss of access to system, region, or application, batch failure not requiring immediate response. These types of incidents result in minimal impact to Company or a single Company business unit.

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of August 5, 2014, is entered into by and between Synchrony Financial, a Delaware corporation (including its successors, the "Company"), and General Electric Capital Corporation, a Delaware corporation ("GECC").

RECITALS

WHEREAS, the Company, General Electric Company ("GE") and GECC are parties to that certain Master Agreement dated as of July 30, 2014 (the "Master Agreement"), pursuant to which, among other things, the Company will offer and sell for its own account in an initial public offering (the "IPO") shares of the Company's common stock, par value \$0.001 per share ("Company Common Stock");

WHEREAS, the Company has filed a Registration Statement (File No. 333-194528) with the Securities and Exchange Commission on Form S-1 (the "IPO Registration Statement") in connection with the IPO;

WHEREAS, following the IPO, GE may transfer shares of Company Common Stock to holders of shares of GE's common stock by means of one or more distributions by GE to holders of GE's common stock of shares of Company Common Stock, one or more offers to holders of GE's common stock to exchange their GE common stock for shares of Company Common Stock, or any combination thereof (the "Distribution"); and

WHEREAS, the Company has agreed to provide GECC with the registration rights specified in this Agreement following the IPO with respect to any shares of Company Common Stock held by GECC or any other Holder, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Master Agreement. The following terms shall have the meanings set forth in this Section 1.1:

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations promulgated by the SEC thereunder.

"Excluded Registration" means a registration under the Securities Act of (i) Registrable Securities pursuant to one or more Demand Registrations pursuant to Section 2 hereof, (ii) securities registered on Form S-8 or any similar successor form, and (iii) securities registered to effect the acquisition of, or combination with, another Person.

“**Holder**” means (i) GECC and (ii) any direct or indirect transferee of GECC who shall become a party to this Agreement in accordance with Section 2.10 and has agreed in writing to be bound by the terms of this Agreement.

“**Person**” or “**person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

“**register**,” “**registered**” and “**registration**” refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

“**Registrable Securities**” means the Company Common Stock and any securities issued or issuable directly or indirectly with respect to, in exchange for, upon the conversion of or in replacement of the Company Common Stock, whether by way of a dividend or distribution or stock split or in connection with a combination of shares, recapitalization, merger, consolidation, exchange or other reorganization, owned by the Holders, whether owned on the date hereof or acquired hereafter; provided, however, that shares of Company Common Stock that, pursuant to Section 3.1, no longer have registration rights hereunder shall not be considered Registrable Securities.

“**Requesting Holders**” shall mean any Holder(s) requesting to have its (their) Registrable Securities included in any Demand Registration or Shelf Registration.

“**SEC**” means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

“**Securities Act**” means the Securities Act of 1933, as amended, or any similar federal statute, and the rules and regulations promulgated by the SEC thereunder.

1.2 Other Terms. For purposes of this Agreement, the following terms have the meanings set forth in the section or agreement indicated.

Term	Section
Adverse Effect	Section 2.1.5
Advice	Section 2.6
Affiliate	Master Agreement
Agreement	Introductory Paragraph
Company	Introductory Paragraph
Company Common Stock	Recitals
Convertible or Exchange Registration	Section 2.7
Demand Registration	Section 2.1.1(a)
Demanding Shareholders	Section 2.1.1(a)
Demand Request	Section 2.1.1(a)
Distribution	Recitals
FINRA	Section 2.8.1
GE	Recitals
GECC	Introductory Paragraph

Inspectors	Section 2.5(xiii)
IPO	Recitals
IPO Registration Statement	Recitals
Master Agreement	Recitals
No-Black-Out Period	Section 2.1.6(b)
Piggyback Registration	Section 2.2.1
Records	Section 2.5(xiii)
Required Filing Date	Section 2.1.1(b)
Seller Affiliates	Section 2.9.1
Shelf Registration	Section 2.1.2
Suspension Notice	Section 2.6

1.3 Rules of Construction. Unless the context otherwise requires:

- (1) a term has the meaning assigned to it;
- (2) “or” is not exclusive;
- (3) words in the singular include the plural, and words in the plural include the singular;
- (4) provisions apply to successive events and transactions; and
- (5) “herein,” “hereof” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

**ARTICLE 2
REGISTRATION RIGHTS**

2.1 Demand Registration.

2.1.1 Request for Registration.

(a) Commencing on the date hereof, any Holder or Holders of Registrable Securities shall have the right to require the Company to file a registration statement on Form S-1 or S-3 or any similar or successor to such forms under the Securities Act for a public offering of all or part of its or their Registrable Securities (a “Demand Registration”), by delivering to the Company written notice stating that such right is being exercised, naming, if applicable, the Holders whose Registrable Securities are to be included in such registration (collectively, the “Demanding Shareholders”), specifying the number of each such Demanding Shareholder’s Registrable Securities to be included in such registration and, subject to Section 2.1.3 hereof, describing the intended method of distribution thereof (a “Demand Request”). The IPO Registration Statement shall not constitute a Demand Registration for any purpose under this Agreement.

(b) Subject to Section 2.1.6, the Company shall file the registration statement in respect of a Demand Registration as soon as practicable and, in any event, within forty-five (45) days after receiving a Demand Request (the "Required Filing Date") and shall use reasonable best efforts to cause the same to be declared effective by the SEC as promptly as practicable after such filing; provided, however, that:

(i) the Company shall not be obligated to effect a Demand Registration pursuant to Section 2.1.1(a) (A) within 60 days after the effective date of a previous Demand Registration, other than a Shelf Registration pursuant to this Article 2, or (B) within 180 days after the effective date of the IPO Registration Statement;

(ii) the Company shall not be obligated to effect a Demand Registration pursuant to Section 2.1.1(a) unless the Demand Request is for a number of Registrable Securities with a market value that is equal to at least \$150 million as of the date of such Demand Request; and

(iii) the Company shall not be obligated to effect pursuant to Section 2.1.1(a) (A) more than two Demand Registrations during the first 12 months following the date hereof or (B) more than three Demand Registrations during any 12-month period thereafter.

2.1.2 Shelf Registration. With respect to any Demand Registration, the Requesting Holders may request the Company to effect a registration of the Registrable Securities under a registration statement pursuant to Rule 415 under the Securities Act (or any successor rule) (a "Shelf Registration").

2.1.3 Selection of Underwriters. At the request of a majority of the Requesting Holders, the offering of Registrable Securities pursuant to a Demand Registration shall be in the form of a "firm commitment" underwritten offering. The Holders of a majority of the Registrable Securities to be registered in a Demand Registration shall select the investment banking firm or firms to manage the underwritten offering, provided that such selection shall be subject to the consent of the Company, which consent shall not be unreasonably withheld or delayed. No Holder may participate in any registration pursuant to Section 2.1.1 unless such Holder (x) agrees to sell such Holder's Registrable Securities on the basis provided in any underwriting arrangements described above and (y) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; provided, however, that no such Holder shall be required to make any representations or warranties in connection with any such registration other than representations and warranties as to (i) such Holder's ownership of his or its Registrable Securities to be transferred free and clear of all liens, claims, and encumbrances, (ii) such Holder's power and authority to effect such transfer, and (iii) such matters pertaining to compliance with securities laws as may be reasonably requested; provided, further, however, that the obligation of such Holder to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Holders selling Registrable Securities, and the liability of each such Holder will be in proportion thereto, and provided, further, that such liability will be limited to the net amount received by such Holder from the sale of his or its Registrable Securities pursuant to such registration.

2.1.4 Rights of Nonrequesting Holders. Upon receipt of any Demand Request, the Company shall promptly (but in any event within ten (10) days) give written notice of such proposed Demand Registration to all other Holders, who shall have the right, exercisable by written notice to the Company within twenty (20) days of their receipt of the Company's notice, to elect to include in such Demand Registration such portion of their Registrable Securities as they may request. All Holders requesting to have their Registrable Securities included in a Demand Registration in accordance with the preceding sentence shall be deemed to be "Requesting Holders" for purposes of this Section 2.1.

2.1.5 Priority on Demand Registrations. No securities to be sold for the account of any Person (including the Company) other than a Requesting Holder shall be included in a Demand Registration unless the managing underwriter or underwriters shall advise the Requesting Holders that the inclusion of such securities will not adversely affect the price, timing or distribution of the offering or otherwise adversely affect its success (an "Adverse Effect"). Furthermore, if the managing underwriter or underwriters shall advise the Requesting Holders that, even after exclusion of all securities of other Persons pursuant to the immediately preceding sentence, the amount of Registrable Securities proposed to be included in such Demand Registration by Requesting Holders is sufficiently large to cause an Adverse Effect, the Registrable Securities of the Requesting Holders to be included in such Demand Registration shall equal the number of shares which the Requesting Holders are so advised can be sold in such offering without an Adverse Effect and such shares shall be allocated pro rata among the Requesting Holders on the basis of the number of Registrable Securities requested to be included in such registration by each such Requesting Holder.

2.1.6 Deferral of Filing.

(a) The Company may defer the filing (but not the preparation) of a registration statement required by Section 2.1 until a date not later than ninety (90) days after the Required Filing Date and not more than once in any six-month period if (i) at the time the Company receives the Demand Request, the Company or any of its Subsidiaries are engaged in confidential negotiations or other confidential business activities, disclosure of which would be required in such registration statement (but would not be required if such registration statement were not filed), and the Board of Directors of the Company or a committee of the Board of Directors of the Company determines in good faith that such disclosure would be materially detrimental to the Company and its stockholders; provided, that the Board of Directors of the Company or such committee, as applicable, shall, in making such determination, take into consideration the benefit to the Company of completing such registration and the reduction of the ownership of Registrable Securities by the Requesting Holder, or (ii) prior to receiving the Demand Request, the Company had determined to effect a registered underwritten public offering of the Company's securities for the Company's account and the Company had taken substantial steps (including, but not limited to, selecting a managing underwriter for such offering) and is proceeding with reasonable diligence to effect such offering. A deferral of the filing of a registration statement pursuant to this Section 2.1.6 shall be lifted, and the requested registration statement shall be filed forthwith, if, in the case of a deferral pursuant to clause (i) of the preceding sentence, the negotiations or other activities are disclosed or terminated, or, in the case of a deferral pursuant to clause (ii) of the preceding sentence, the proposed registration for the Company's account is abandoned. In order to defer the filing of a registration statement

pursuant to this Section 2.1.6, the Company shall promptly (but in any event within ten (10) days), upon determining to seek such deferral, deliver to each Requesting Holder a certificate signed by an executive officer of the Company stating that the Company is deferring such filing pursuant to this Section 2.1.6 and a general statement of the reason for such deferral and an approximation of the anticipated delay. Within twenty (20) days after receiving such certificate, the holders of a majority of the Registrable Securities held by the Requesting Holders and for which registration was previously requested may withdraw such Demand Request by giving notice to the Company; if withdrawn, the Demand Request shall be deemed not to have been made for all purposes of this Agreement. The Company may defer the filing of a particular registration statement pursuant to this Section 2.1.6(a) only once.

(b) Notwithstanding Section 2.1.6(a), with respect to two Demand Registrations only, if GECC or any Affiliate thereof makes a request for any such Demand Registration, the Company shall not have the right under Section 2.1.6(a) to defer the filing of such registration or to not file such registration statement during the period from and including the date of this Agreement through and including the first anniversary thereof (the “No-Black-Out Period”).

2.2 Piggyback Registrations.

2.2.1 Right to Piggyback. Each time the Company proposes to register any of its equity securities (other than pursuant to an Excluded Registration) under the Securities Act for sale to the public (whether for the account of the Company or the account of any securityholder of the Company) (a “Piggyback Registration”), the Company shall give prompt written notice to each Holder of Registrable Securities (which notice shall be given not less than ten (10) days prior to the anticipated filing date of the Company’s registration statement), which notice shall offer each such Holder the opportunity to include any or all of its Registrable Securities in such registration statement, subject to the limitations contained in Section 2.2.2 hereof. Each Holder who desires to have its Registrable Securities included in such registration statement shall so advise the Company in writing (stating the number of shares desired to be registered) within ten (10) days after the date of such notice from the Company. Any Holder shall have the right to withdraw such Holder’s request for inclusion of such Holder’s Registrable Securities in any registration statement pursuant to this Section 2.2.1 by giving written notice to the Company of such withdrawal. Subject to Section 2.2.2 below, the Company shall include in such registration statement all such Registrable Securities so requested to be included therein; provided, however, that the Company may at any time withdraw or cease proceeding with any such registration if it shall at the same time withdraw or cease proceeding with the registration of all other equity securities originally proposed to be registered.

2.2.2 Priority on Piggyback Registrations.

(a) If a Piggyback Registration is an underwritten offering and was initiated by the Company, and if the managing underwriter advises the Company that the inclusion of Registrable Securities requested to be included in the Registration Statement would cause an Adverse Effect, the Company shall include in such registration statement (i) first, the securities the Company proposes to sell, (ii) second, the Registrable Securities requested to be included in such registration, pro rata among the Holders of such Registrable Securities on the

basis of the number of Registrable Securities owned by each such Holder, and (iii) third, any other securities requested to be included in such registration, provided that if such other securities have been requested to be included pursuant to a registration rights agreement, then such securities would be included as set forth in (ii) above. If as a result of the provisions of this Section 2.2.2(a) any Holder shall not be entitled to include all Registrable Securities in a registration that such Holder has requested to be so included, such Holder may withdraw such Holder's request to include Registrable Securities in such registration statement.

(b) If a Piggyback Registration is an underwritten offering and was initiated by a security holder of the Company, and if the managing underwriter advises the Company that the inclusion of Registrable Securities requested to be included in the Registration Statement would cause an Adverse Effect, the Company shall include in such registration statement (i) first, the securities requested to be included therein by the security holders requesting such registration and the Registrable Securities requested to be included in such registration, pro rata among the holders of such securities on the basis of the number of securities owned by each such holder, and (ii) second, any other securities requested to be included in such registration (including securities to be sold for the account of the Company). If as a result of the provisions of this Section 2.2.2(b) any Holder shall not be entitled to include all Registrable Securities in a registration that such Holder has requested to be so included, such Holder may withdraw such Holder's request to include Registrable Securities in such registration statement.

(c) No Holder may participate in any registration statement in respect of a Piggyback Registration hereunder unless such Holder (x) agrees to sell such Holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Company and (y) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents, each in customary form, reasonably required under the terms of such underwriting arrangements; provided, however, that no such Holder shall be required to make any representations or warranties in connection with any such registration other than representations and warranties as to (i) such Holder's ownership of his or its Registrable Securities to be sold or transferred free and clear of all liens, claims, and encumbrances, (ii) such Holder's power and authority to effect such transfer, and (iii) such matters pertaining to compliance with securities laws as may be reasonably requested; provided, further, however, that the obligation of such Holder to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Holders selling Registrable Securities, and the liability of each such Holder will be in proportion to, and provided, further, that such liability will be limited to, the net amount received by such Holder from the sale of his or its Registrable Securities pursuant to such registration.

2.3 SEC Form S-3. The Company shall use its reasonable best efforts to cause Demand Registrations to be registered on Form S-3 (or any successor form) once the Company becomes eligible to use Form S-3, and if the Company is not then eligible under the Securities Act to use Form S-3, Demand Registrations shall be registered on the form for which the Company then qualifies. If a Demand Registration is a Convertible or Exchange Registration, the Company shall effect such registration on the appropriate form under the Securities Act for such registration. The Company shall use its reasonable best efforts to become eligible to use Form S-3 (including if applicable an automatic shelf registration statement) and, after becoming eligible to use Form S-3, shall use its reasonable best efforts to remain so eligible.

2.4 Holdback Agreements.

(a) The Company shall not effect any public sale or distribution of its equity securities, or any securities convertible into or exchangeable or exercisable for such securities, during the seven days prior to and during the 90-day period beginning on the effective date of any registration statement in connection with a Demand Registration (other than a Shelf Registration), or in the case of a Shelf Registration, the filing of any prospectus relating to the offer and sale of Registrable Securities, or a Piggyback Registration, except pursuant to any Distribution or pursuant to any registrations on Form S-4 or Form S-8 or any successor form or unless the underwriters managing any such public offering otherwise agree.

(b) Except with the prior written consent of the Holders of a majority of the Registrable Securities, such consent not to be withheld unless any such Holder intends to, or in good faith believes that it is reasonably likely to, request a Demand Registration that could reasonably be expected to be in registration or become effective during the No-Black-Out Period, the Company shall not file during the No-Black-Out Period any registration statement (except as part of a Demand Registration, pursuant to any Distribution or pursuant to registrations on Forms S-4 or S-8 or any successor forms) relating to the public sale or distribution of its equity securities, or any securities convertible into or exchangeable or exercisable for such securities.

(c) If any Holder of Registrable Securities notifies the Company in writing that it intends to effect an underwritten sale of Company Common Stock registered pursuant to a Shelf Registration pursuant to Article 2 hereof, the Company shall not effect any public sale or distribution of its equity securities, or any securities convertible into or exchangeable or exercisable for its equity securities, during the seven days prior to and during the 90-day period beginning on the effective date of the registration statement for such underwritten offering, except pursuant to any Distribution or pursuant to registrations on Form S-4 or Form S-8 or any successor form or unless the underwriters managing any such public offering otherwise agree.

(d) Each Holder agrees, in the event of an underwritten offering by the Company (whether for the account of the Company or otherwise), not to offer, sell, contract to sell or otherwise dispose of any Registrable Securities, or any securities convertible into or exchangeable or exercisable for such securities, including any sale pursuant to Rule 144 under the Securities Act (except as part of such underwritten offering), during the seven days prior to, and during the 90-day period (or such lesser period as the lead or managing underwriters may require) beginning on, the effective date of the registration statement for such underwritten offering (or, in the case of an offering pursuant to an effective shelf registration statement pursuant to Rule 415, the pricing date for such underwritten offering).

2.5 Registration Procedures. Whenever any Holder has requested that any Registrable Securities be registered pursuant to this Agreement, the Company will use its reasonable best efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof as promptly as is practicable, and pursuant thereto the Company will as expeditiously as possible:

(i) prepare and file with the SEC, pursuant to Section 2.1.1(b) with respect to any Demand Registration, a registration statement on any appropriate form under the Securities Act with respect to such Registrable Securities and use its reasonable best efforts to cause such registration statement to become effective, provided that as far in advance as practicable before filing such registration statement or any amendment thereto, the Company will furnish to the selling Holders copies of reasonably complete drafts of all such documents prepared to be filed (including exhibits), and any such Holder shall have the opportunity to object to any information contained therein and the Company will make corrections reasonably requested by such Holder with respect to such information prior to filing any such registration statement or amendment;

(ii) except in the case of a Shelf Registration or Convertible or Exchange Registration, prepare and file with the SEC such amendments, post-effective amendments, and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for a period of not less than one hundred eighty (180) days (or such lesser period as is necessary for the underwriters in an underwritten offering to sell unsold allotments) and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement;

(iii) in the case of a Shelf Registration, prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities subject thereto for a period ending on the earlier of (x) 36 months after the effective date of such registration statement and (y) the date on which all the Registrable Securities subject thereto have been sold pursuant to such registration statement;

(iv) furnish to each seller of Registrable Securities and the underwriters of the securities being registered such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus), any prospectus supplement, any documents incorporated by reference therein and such other documents as such seller or underwriters may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller or the sale of such securities by such underwriters (it being understood that, subject to Section 2.6 and the requirements of the Securities Act and applicable state securities laws, the Company consents to the use of the prospectus and any amendment or supplement thereto by each seller and the underwriters in connection with the offering and sale of the Registrable Securities covered by the registration statement of which such prospectus, amendment or supplement is a part);

(v) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as the managing underwriter reasonably requests (or, in the event the registration statement does not relate to an underwritten offering, as the holders of a majority of such Registrable Securities may reasonably request); use its reasonable best efforts to keep each such registration or qualification (or exemption therefrom) effective during the period in which such registration statement is required to be kept effective; and do any and all other acts and things which may be reasonably necessary or advisable to enable each seller to consummate the disposition of the Registrable Securities owned by such seller in such jurisdictions (provided, however, that the Company will not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph or (B) consent to general service of process in any such jurisdiction);

(vi) promptly notify each seller and each underwriter and (if requested by any such Person) confirm such notice in writing (A) when a prospectus or any prospectus supplement or post-effective amendment has been filed and, with respect to a registration statement or any post-effective amendment, when the same has become effective, (B) of the issuance by any state securities or other regulatory authority of any order suspending the qualification or exemption from qualification of any of the Registrable Securities under state securities or "blue sky" laws or the initiation of any proceedings for that purpose, and (C) of the happening of any event which makes any statement made in a registration statement or related prospectus untrue or which requires the making of any changes in such registration statement, prospectus or documents so that they will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and, as promptly as practicable thereafter, prepare and file with the SEC and furnish a supplement or amendment to such prospectus so that, as thereafter deliverable to the purchasers of such Registrable Securities, such prospectus will not contain any untrue statement of a material fact or omit a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vii) permit any selling Holder, which in such Holder's sole and exclusive judgment, might reasonably be deemed to be an underwriter or a controlling person of the Company, to participate in the preparation of such registration or comparable statement and to require the insertion therein of material, furnished to the Company in writing, which in the reasonable judgment of such Holder and its counsel should be included;

(viii) make reasonably available members of management of the Company, as selected by the Holders of a majority of the Registrable Securities included in such registration, for assistance in the selling effort relating to the Registrable Securities covered by such registration, including, but not limited to, the participation of such members of the Company's management in road show presentations;

(ix) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, including the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder, and make generally available to the Company's securityholders an earnings statement satisfying the provisions of Section 11(a) of the Securities Act no later than thirty (30) days after the end of the twelve (12) month period beginning with the first day of the Company's first fiscal quarter commencing after the effective date of a registration statement, which earnings statement shall cover said twelve (12) month period, and which requirement will be deemed to be satisfied if the Company timely files complete and accurate information on Forms 10-Q, 10-K and 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

(x) if requested by the managing underwriter or any seller promptly incorporate in a prospectus supplement or post-effective amendment such information as the managing underwriter or any seller reasonably requests to be included therein, including, without limitation, with respect to the Registrable Securities being sold by such seller, the purchase price being paid therefor by the underwriters and with respect to any other terms of the underwritten offering of the Registrable Securities to be sold in such offering, and promptly make all required filings of such prospectus supplement or post-effective amendment;

(xi) as promptly as practicable after filing with the SEC of any document which is incorporated by reference into a registration statement (in the form in which it was incorporated), deliver a copy of each such document to each seller;

(xii) cooperate with the sellers and the managing underwriter to facilitate the timely preparation and delivery of certificates (which shall not bear any restrictive legends unless required under applicable law) representing securities sold under any registration statement, and enable such securities to be in such denominations and registered in such names as the managing underwriter or such sellers may request and keep available and make available to the Company's transfer agent prior to the effectiveness of such registration statement a supply of such certificates;

(xiii) promptly make available for inspection by any seller, any underwriter participating in any disposition pursuant to any registration statement, and any attorney, accountant or other agent or representative retained by any such seller or underwriter (collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "Records"), as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information requested by any such Inspector

in connection with such registration statement; provided, however, that, unless the disclosure of such Records is necessary to avoid or correct a misstatement or omission in the registration statement or the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, the Company shall not be required to provide any information under this subparagraph (x) if (A) the Company believes, after consultation with counsel for the Company, that either (1) the requested Records constitute confidential commercial and/or supervisory information within the meaning of 5 U.S.C. §§ 552(b)(4) and (8), or (2) to do so would cause the Company to forfeit an attorney-client privilege that was applicable to such information, or (B) if either (1) the Company has requested and been granted from the SEC confidential treatment of such information contained in any filing with the SEC or documents provided supplementally or otherwise or (2) the Company reasonably determines in good faith that such Records are not confidential commercial and/or supervisory information as provided in clause (A)(1) above but are otherwise confidential and so notifies the Inspectors in writing, unless prior to furnishing any such information with respect to clause (B) such Holder of Registrable Securities requesting such information agrees to enter into a confidentiality agreement in customary form and subject to customary exceptions; and provided, further, that each Holder of Registrable Securities agrees that it will, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Company and allow the Company, at its expense, to undertake appropriate action and to prevent disclosure of the Records deemed confidential;

(xiv) furnish to each seller and underwriter a signed counterpart of (A) an opinion or opinions of counsel to the Company, and (B) a comfort letter or comfort letters from the Company's independent public accountants, each in customary form and covering such matters of the type customarily covered by opinions or comfort letters, as the case may be, as the sellers or managing underwriter reasonably requests;

(xv) cause the Registrable Securities included in any registration statement to be (A) listed on each securities exchange, if any, on which similar securities issued by the Company are then listed, or (B) quoted on any inter-dealer quotation system if similar securities issued by the Company are quoted thereon;

(xvi) provide a transfer agent and registrar for all Registrable Securities registered hereunder;

(xvii) cooperate with each seller and each underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the Financial Industry Regulatory Authority;

(xviii) during the period when the prospectus is required to be delivered under the Securities Act, promptly file all documents required to be filed with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act;

(xix) notify each seller of Registrable Securities promptly of any request by the SEC for the amending or supplementing of such registration statement or prospectus or for additional information;

(xx) enter into such agreements (including underwriting agreements in the managing underwriter's customary form) as are customary in connection with an underwritten registration; and

(xxi) advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the SEC suspending the effectiveness of such registration statement or the initiation or threatening of any proceeding for such purpose and promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal at the earliest possible moment if such stop order should be issued.

2.6 Suspension of Dispositions. Each Holder agrees by acquisition of any Registrable Securities that, upon receipt of any notice (a "Suspension Notice") from the Company of the happening of any event of the kind described in Section 2.5(vi)(C) such Holder will forthwith discontinue disposition of Registrable Securities until such Holder's receipt of the copies of the supplemented or amended prospectus, or until it is advised in writing (the "Advice") by the Company that the use of the prospectus may be resumed, and has received copies of any additional or supplemental filings which are incorporated by reference in the prospectus, and, if so directed by the Company, such Holder will deliver to the Company all copies, other than permanent file copies then in such Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice. In the event the Company shall give any such notice, the time period regarding the effectiveness of registration statements set forth in Sections 2.5(ii) and 2.5(iii) hereof shall be extended by the number of days during the period from and including the date of the giving of the Suspension Notice to and including the date when each seller of Registrable Securities covered by such registration statement shall have received the copies of the supplemented or amended prospectus or the Advice. The Company shall use its reasonable best efforts and take such actions as are reasonably necessary to render the Advice as promptly as practicable.

2.7 Convertible or Exchange Registration. If any Holder of Registrable Securities offers any options, rights, warrants or other securities issued by it or any other Person that are offered with, convertible into or exercisable or exchangeable for any Registrable Securities, the Registrable Securities underlying such options, rights, warrants or other securities shall be eligible for registration pursuant to Section 2.1 and Section 2.2 hereof (a "Convertible or Exchange Registration").

2.8 Registration Expenses.

2.8.1 **Demand Registrations.** All reasonable, out-of-pocket fees and expenses incident to any Demand Registration including, without limitation, the Company's performance of or compliance with this Article 2, all registration and filing fees, all fees and expenses associated with filings required to be made with the Financial Industry Regulatory Authority ("FINRA") (including, if applicable, the reasonable fees and expenses of any "qualified independent underwriter" as such term is defined in FINRA Rule 2720, and of its counsel), as may be required by the rules and regulations of FINRA, fees and expenses of compliance with securities or "blue sky" laws (including reasonable fees and disbursements of counsel in connection with "blue sky" qualifications of the Registrable Securities), rating agency fees, printing expenses (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with Depository Trust Company and of printing prospectuses if the printing of prospectuses is requested by a Holder of Registrable Securities), messenger and delivery expenses, the fees and expenses incurred in connection with any listing or quotation of the Registrable Securities, fees and expenses of counsel for the Company and its independent certified public accountants (including the expenses of any special audit or "cold comfort" letters required by or incident to such performance), the fees and expenses of any special experts retained by the Company in connection with such registration, and any underwriting discounts, commissions, or fees attributable to the sale of the Registrable Securities, will be borne by the Holders pro rata on the basis of the number of shares so registered whether or not any registration statement becomes effective, and the fees and expenses of any counsel, accountants, or other persons retained or employed by any Holder will be borne by such Holder.

2.8.2 **Piggyback Registrations.** All fees and expenses incident to any Piggyback Registration including, without limitation, the Company's performance of or compliance with this Article 2, all registration and filing fees, all fees and expenses associated with filings required to be made with FINRA (including, if applicable, the reasonable fees and expenses of any "qualified independent underwriter" as such term is defined in FINRA Rule 2720, and of its counsel), as may be required by the rules and regulations of FINRA, fees and expenses of compliance with securities or "blue sky" laws (including reasonable fees and disbursements of counsel in connection with "blue sky" qualifications of the Registrable Securities), rating agency fees, printing expenses (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with Depository Trust Company and of printing prospectuses), messenger and delivery expenses, the fees and expenses incurred in connection with any listing or quotation of the Registrable Securities, fees and expenses of counsel for the Company and its independent certified public accountants (including the expenses of any special audit or "cold comfort" letters required by or incident to such performance), the fees and expenses of any special experts retained by the Company in connection with such registration, and the fees and expenses of other persons retained by the Company, will be borne by the Company (unless paid by a security holder that is not a Holder for whose account the registration is being effected) whether or not any registration statement becomes effective; provided, however, that any underwriting discounts, commissions, or fees attributable to the sale of the Registrable Securities will be borne by the Holders pro rata on the basis of the number of shares so registered and the fees and expenses of any counsel, accountants, or other persons retained or employed by any Holder will be borne by such Holder.

2.9 Indemnification.

2.9.1 The Company agrees to indemnify and reimburse, to the fullest extent permitted by law, each seller of Registrable Securities, and each of its employees, advisors, agents, representatives, partners, officers, and directors and each Person who controls such seller (within the meaning of the Securities Act or the Exchange Act) and any agent or investment advisor thereof (collectively, the "Seller Affiliates") (A) against any and all losses, claims, damages, liabilities, and expenses, joint or several (including, without limitation, attorneys' fees and disbursements except as limited by Section 2.9.3) based upon, arising out of, related to or resulting from any untrue or alleged untrue statement of a material fact contained in any registration statement, prospectus, or preliminary prospectus or any amendment thereof or supplement thereto, or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, (B) against any and all loss, liability, claim, damage, and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation or investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon, arising out of, related to or resulting from any such untrue statement or omission or alleged untrue statement or omission, and (C) against any and all costs and expenses (including reasonable fees and disbursements of counsel) as may be reasonably incurred in investigating, preparing, or defending against any litigation, or investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon, arising out of, related to or resulting from any such untrue statement or omission or alleged untrue statement or omission, or such violation of the Securities Act or Exchange Act, to the extent that any such expense or cost is not paid under subparagraph (A) or (B) above; except insofar as any such statements are made in reliance upon and in strict conformity with information furnished in writing to the Company by such seller or any Seller Affiliate for use therein or in the case of an offering that is not underwritten. The reimbursements required by this Section 2.9.1 will be made by periodic payments during the course of the investigation or defense, as and when bills are received or expenses incurred.

2.9.2 In connection with any registration statement in which a seller of Registrable Securities is participating, each such seller will furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such registration statement or prospectus and, to the fullest extent permitted by law, each such seller will indemnify the Company and each of its employees, advisors, agents, representatives, partners, officers and directors and each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act) and any agent or investment advisor thereof against any and all losses, claims, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements except as limited by Section 2.9.3) resulting from any untrue statement or alleged untrue statement of a material fact contained in the registration statement, prospectus, or any preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission is contained in any information or affidavit so furnished in writing to the Company by such seller or any of its Seller Affiliates specifically for inclusion in the registration statement; provided that the obligation to indemnify will be several, not joint and several, among such sellers of Registrable Securities, and the liability of each such seller of Registrable Securities will be in proportion to, and will be limited to, the net amount received by such seller from the sale of

Registrable Securities pursuant to such registration statement; provided, however, that such seller of Registrable Securities shall not be liable in any such case to the extent that prior to the filing of any such registration statement or prospectus or amendment thereof or supplement thereto, such seller has furnished in writing to the Company information expressly for use in such registration statement or prospectus or any amendment thereof or supplement thereto which corrected or made not misleading information previously furnished to the Company.

2.9.3 Any Person entitled to indemnification hereunder will (A) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give such notice shall not limit the rights of such Person) and (B) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided, however, that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (X) the indemnifying party has agreed to pay such fees or expenses, or (Y) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person. If such defense is not assumed by the indemnifying party as permitted hereunder, the indemnifying party will not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld). If such defense is assumed by the indemnifying party pursuant to the provisions hereof, such indemnifying party shall not settle or otherwise compromise the applicable claim unless (1) such settlement or compromise contains a full and unconditional release of the indemnified party or (2) the indemnified party otherwise consents in writing. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party, a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim, in which event the indemnifying party shall be obligated to pay the reasonable fees and disbursements of such additional counsel or counsels.

2.9.4 Each party hereto agrees that, if for any reason the indemnification provisions contemplated by [Section 2.9.1](#) or [Section 2.9.2](#) are unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities, or expenses (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, liabilities, or expenses (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party in connection with the actions which resulted in the losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The relative fault of such indemnifying party and indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if

contribution pursuant to this Section 2.9.4 were determined by pro rata allocation (even if the Holders or any underwriters or all of them were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 2.9.4. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities, or expenses (or actions in respect thereof) referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such indemnified party in connection with investigating or, except as provided in Section 2.9.3, defending any such action or claim. Notwithstanding the provisions of this Section 2.9.4, no Holder shall be required to contribute an amount greater than the dollar amount by which the net proceeds received by such Holder with respect to the sale of any Registrable Securities exceeds the amount of damages which such Holder has otherwise been required to pay by reason of any and all untrue or alleged untrue statements of material fact or omissions or alleged omissions of material fact made in any registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto related to such sale of Registrable Securities. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Holders' obligations in this Section 2.9.4 to contribute shall be several in proportion to the amount of Registrable Securities registered by them and not joint.

If indemnification is available under this Section 2.9, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Section 2.9.1 and Section 2.9.2 without regard to the relative fault of said indemnifying party or indemnified party or any other equitable consideration provided for in this Section 2.9.4 subject, in the case of the Holders, to the limited dollar amounts set forth in Section 2.9.2.

2.9.5 The indemnification and contribution provided for under this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, or controlling Person of such indemnified party and will survive the transfer of securities.

2.10 Transfer of Registration Rights. The rights of each Holder under this Agreement may be assigned to any direct or indirect transferee of a Holder who agrees in writing to be subject to and bound by all the terms and conditions of this Agreement.

2.11 Rule 144. The Company will file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder (or, if the Company is not required to file such reports, will, upon the request of the Holders, make publicly available other information) and will take such further action as the Holders may reasonably request, all to the extent required from time to time to enable the Holders to sell Company Common Stock without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such rule may be amended from time to time or (ii) any similar rule or regulation hereafter adopted by the SEC. Upon the reasonable request of any Holder, the Company will deliver to such parties a written statement as to whether it has complied with such requirements and will, at its expense, forthwith upon the request of any such Holder, deliver to such Holder a certificate, signed by the Company's principal financial officer, stating (a) the Company's name, address and telephone number (including area code), (b) the Company's Internal Revenue Service identification

number, (c) the Company's SEC file number, (d) the number of shares of each class of capital stock outstanding as shown by the most recent report or statement published by the Company, and (e) whether the Company has filed the reports required to be filed under the Exchange Act for a period of at least ninety (90) days prior to the date of such certificate and in addition has filed the most recent annual report required to be filed thereunder.

2.12 Preservation of Rights. The Company will not (i) grant any registration rights to third parties which are more favorable than or inconsistent with the rights granted hereunder or (ii) enter into any agreement, take any action, or permit any change to occur, with respect to its securities that violates or subordinates the rights expressly granted to the Holders in this Agreement.

ARTICLE 3 TERMINATION

3.1 Termination. The Holders may exercise the registration rights granted hereunder in such manner and proportions as they shall agree among themselves. The registration rights hereunder shall cease to apply to any particular Registrable Security when: (a) a registration statement with respect to the sale of such shares of Company Common Stock shall have become effective under the Securities Act and such shares of Company Common Stock shall have been disposed of in accordance with such registration statement; (b) such shares of Company Common Stock shall have been sold to the public pursuant to Rule 144 under the Securities Act (or any successor provision); (c) such shares of Company Common Stock shall have been otherwise transferred, new certificates for them not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of them shall not require registration or qualification of them under the Securities Act or any similar state law then in force; (d) such shares shall have ceased to be outstanding, (e) in the case of Registrable Securities held by a Holder that is not GECC or any Affiliate thereof, such Holder holds less than five percent (5%) of the then outstanding Registrable Securities and such Registrable Securities are eligible for sale pursuant to Rule 144 under the Securities Act (or any successor provision) without restriction or (f) in the case of Registrable Securities held by GECC or any Affiliate thereof, such Holder holds less than three percent (3%) of the then outstanding Registrable Securities and such Registrable Securities are eligible for sale pursuant to Rule 144 under the Securities Act (or any successor provision) without restriction. The Company shall promptly upon the request of any Holder furnish to such Holder evidence of the number of Registrable Securities then outstanding.

ARTICLE 4 MISCELLANEOUS

4.1 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or email with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 4.1):

If to the Company:

Synchrony Financial
777 Long Ridge Road
Stamford, CT 06902
Attention: General Counsel
Fax: (203) 567-8103

If to GECC:

General Electric Capital Corporation
901 Main Avenue
Norwalk, CT 06851
Attention: Senior Transactions Counsel
Fax: (203) 840-6493
Email: james.waterbury@ge.com

If to any other Holder, the address indicated for such Holder in the Company's stock transfer records with copies, so long as GECC owns any Registrable Securities, to GECC as provided above.

Any notice or communication hereunder shall be deemed to have been given or made as of the date so delivered if personally delivered; when receipt is acknowledged, if faxed; and five (5) calendar days after mailing if sent by registered or certified mail (except that a notice of change of address shall not be deemed to have been given until actually received by the addressee).

Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

4.2 Authority. Each of the parties hereto represents to the other that (i) it has the corporate power and authority to execute, deliver and perform this Agreement, (ii) the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate action and no such further action is required, (iii) it has duly and validly executed and delivered this Agreement, and (iv) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

4.3 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York irrespective of the choice of laws principles of the State of New York other than Section 5-1401 of the General Obligations Law of the State of New York. Each party hereto submits to the non-exclusive jurisdiction of the courts of the State of New York sitting in the County of New York or the United States District Court for the Southern District of New York and the appellate courts having jurisdiction of appeals in such courts to resolve any dispute, controversy or claim arising out of, or relating to, the transactions contemplated by this Agreement, or the validity, interpretation, breach or termination of any provision of this Agreement.

4.4 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.4.

4.5 Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding upon and benefit the Company, each Holder, and their respective successors and assigns.

4.6 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

4.7 Remedies. Any dispute, controversy or claim arising out of, or relating to, the transactions contemplated by this Agreement, or the validity, interpretation, breach or termination of any provision of this Agreement shall be resolved in accordance with Article IX of the Master Agreement.

4.8 Waivers. The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term, but such waiver shall be effective only if it is in a writing signed by the party against whom the existence of such waiver is asserted. Unless otherwise expressly provided in this Agreement, no delay or omission on the part of any party in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right or privilege under this Agreement operate as a waiver of any other right or privilege under this Agreement nor shall any single or partial exercise of any right or privilege preclude any other or further exercise thereof or the exercise of any other right or privilege under this Agreement. No failure by either party to take any action or assert any right or privilege hereunder shall be deemed to be a waiver of such right or privilege in the event of the continuation or repetition of the circumstances giving rise to such right unless expressly waived in writing by the party against whom the existence of such waiver is asserted.

4.9 Amendment. This Agreement may not be amended or modified in any respect except by a written agreement signed by the Company, GECC (so long as GECC owns any Company Common Stock) and the Holders of a majority of the then outstanding Registrable Securities.

4.10 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of any such Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

SYNCHRONY FINANCIAL

By: /s/ Jonathan Mothner
Name: Jonathan Mothner
Title: Executive Vice President, General Counsel and Secretary

GENERAL ELECTRIC CAPITAL CORPORATION

By: /s/ Robert Green
Name: Robert Green
Title: Chief Financial Officer

TAX SHARING AND SEPARATION AGREEMENT

This Tax Sharing and Separation Agreement (the “**Agreement**”) is made this August 5, 2014, and effective as of the Closing Date, between General Electric Company, a New York corporation (“**GE**”), and SYNCHRONY FINANCIAL, a Delaware corporation (“**RF**”).

WITNESSETH

A. WHEREAS, RF is currently an indirect subsidiary of GE and a member of GE’s United States federal Income Tax (as defined below) consolidated group and certain state and local unitary or combined groups;

B. WHEREAS, RF plans to issue additional shares of common stock in an initial public offering (the “**IPO**”) pursuant to a registration statement filed with the Securities and Exchange Commission;

C. WHEREAS, subsequent to the IPO and prior to the Distribution or other disposition by GE of its RF stock, RF and certain of its Subsidiaries will continue to join with GE in its United States federal Income Tax consolidated group and in certain state and local unitary or combined groups;

D. WHEREAS, subsequent to the IPO, GE intends to (but is not required to) dispose of its RF common stock through a distribution or series of distributions of such RF common stock to electing holders of GE’s common stock in exchange for shares of GE’s common stock in a transaction intended to be governed by Section 355 of the United States Internal Revenue Code of 1986, as amended (the “**Code**,” and such distribution, the “**Distribution**”); and

E. WHEREAS, in order to determine certain rights and obligations relating to Tax matters, GE and RF are entering into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and conditions contained in this Agreement, the parties to this Agreement agree as follows:

1. DEFINITIONS

“**After-Tax Basis**” has the meaning ascribed thereto in Section 3(b).

“**Agreement**” has the meaning ascribed thereto in the Preamble.

“**Bank Agreement**” has the meaning ascribed thereto in Section 13(a).

“**Closing Date**” means the date of the closing of the IPO.

“**Code**” has the meaning ascribed thereto in the Recitals. A reference to any section of the Code means such section (or comparable provision of any successor law) as in effect from time to time.

“**Distribution**” has the meaning ascribed thereto in the Recitals.

“**Distribution Taxes**” means any Income Taxes incurred solely as a result of the failure of the Tax-Free Status of the Distribution.

“**FIN 48**” means Interpretation No. 48 from the Financial Accounting Standards Board.

“**GE**” has the meaning ascribed thereto in the Preamble.

“**GE Business**” means each and every business conducted (directly and indirectly) by GE, other than the Retail Finance Business.

“**GE Consolidated Return Liability**” has the meaning ascribed thereto in Section 4(a).

“**GE Consolidated Tax Return**” has the meaning ascribed thereto in Section 2(a).

“**GE Group**” means GE and its Subsidiaries (excluding RF and its Subsidiaries).

“**Group**” means the GE Group or the RF Group, as the context requires.

“**Income Tax**” means (i) any Tax measured by, or imposed on, net income or net worth, and (ii) the Texas margins tax, the Michigan business tax and the Ohio commercial activities tax.

“**IPO**” has the meaning ascribed thereto in the Recitals.

“**IRS**” means the United States Internal Revenue Service.

“**Master Agreement**” means that certain Master Agreement, dated July 30, 2014, among GE, General Electric Capital Corporation and RF.

“**Post-2014 Period**” means the time period beginning on January 1, 2014.

“**Pre-2014 Period**” means the time period ending at the conclusion of December 31, 2013.

“**Pre-IPO Period**” means the time period ending at the conclusion of the Closing Date.

“**Regulatory Payment**” has the meaning ascribed thereto in Section 13(b).

“**Repayment**” has the meaning ascribed thereto in Section 13(b).

“**Restructuring Slides**” means the description of the Restructuring Transactions and the Distribution and a summary of any intended tax-free treatment (in whole or in part) of the Restructuring Transactions and the Distribution as attached hereto as Schedule A, as such schedule may be updated from time to time by GE by written notice to RF, which notice shall include an updated Schedule A.

“**Restructuring Transaction**” means any of the preliminary internal restructuring transactions designed to be part of a series of transactions in which the stock of RF is transferred (directly or indirectly) to GE in order to permit GE to engage in the Distribution, as set forth in the Restructuring Slides. For the avoidance of doubt, the Restructuring Transactions shall not include the Distribution.

“**Retail Finance Business**” means (i) the “Company Business” as such term is defined in the Master Agreement, and (ii) any other business conducted by a member of the RF Group after the IPO, but, for the avoidance of doubt, in each case, excluding the transfer by a GE Group member of an interest in a member of the RF Group.

“**RF**” has the meaning ascribed thereto in the Preamble.

“**RF Group**” means RF and its Subsidiaries.

“**Separate Return Tax Liability**” has the meaning ascribed thereto in Section 4(b)(1).

“**Tax**” or “**Taxes**” means all taxes of any kind, together with interest, penalties, and other additions related to taxes, imposed by any governmental authority.

“**Tax Attribute**” means any deduction, credit, tax basis or other tax attribute or item that could reduce any Tax (and any carryback or carryforward thereof), including any net operating loss, net capital loss, investment tax credit, foreign tax credit, targeted jobs tax credit, credit for research activities, alternative minimum tax credit, charitable deduction, deduction for worthless stock or securities, separate return limitation loss, overall foreign loss or overall domestic loss.

“**Tax Contest**” means any audit, administrative or judicial proceeding, appeal, or similar administrative or judicial action with respect to Taxes, Tax refunds or Tax Returns.

“**Tax Data**” has the meaning ascribed thereto in Section 2(d).

“**Tax-Free Status of the Distribution**” has the meaning ascribed thereto in Section 10(a).

“**Tax Return**” means any return, filing, or other document (including an information return) filed or required to be filed, including any request for extension of time, filing made with an estimated Tax payment, claim for refund or amended return that may be filed for any Taxable Year with any Taxing Authority in connection with any Tax (whether or not payment is required to be made with respect to such filing).

“**Taxable Year**” means (i) a Taxable year as defined in Section 441(b) of the Code, (ii) any period for which a Tax Return is filed with any Taxing Authority, or (iii) any period that is deemed a separate Taxable Year in accordance with Section 4(b)(2)(vi).

“**Taxing Authority**” means the IRS or any other governmental authority responsible for the administration of any Tax.

Unless otherwise indicated herein, all other capitalized terms utilized herein have the meaning ascribed thereto in the Master Agreement.

2. TAX RETURN PREPARATION

(a) GE shall determine, in its sole and absolute discretion but in accordance with applicable law, whether to file (or to cause to be filed) consolidated federal income Tax Returns pursuant to Section 1501 of the Code, or consolidated, combined, joint, unitary or other similar Tax Returns with respect to income or other Taxes pursuant to applicable provisions of any federal, state, local or foreign law, that include both a member of the RF Group and a member of the GE Group (each such Tax Return, a “**GE Consolidated Tax Return**”). GE shall retain the sole and absolute discretion, to the extent permitted by applicable Law, whether to include any particular RF Group member in any GE Consolidated Tax Return for any Taxable Year; provided, however, that if the inclusion or exclusion of an RF Group member in any GE Consolidated Tax Return is inconsistent with past practice, GE shall provide notice to RF at least 90 days prior to the due date for any affected Tax Return.

(b) GE shall prepare and timely file (or cause to be prepared and timely filed) (1) all Tax Returns (other than GE Consolidated Tax Returns) relating to any member of the RF Group if such Tax Return relates (in whole or in part) to the assets, or reports the activities or results of operations, of the GE Business, and (2) all GE Consolidated Tax Returns. To the extent that RF would be liable under this Agreement for any portion of the Tax shown on any Tax Return described in Section 2(b)(1), GE shall provide a copy of such Tax Return to RF for its review and comment at least 25 days prior to the due date therefor.

(c) RF shall prepare and file (or cause to be prepared and filed) all other Tax Returns of the members of the RF Group that are not described in Section 2(b). To the extent that GE would be liable under this Agreement for any portion of the Tax shown on any Tax Return described in this Section 2(c), RF shall provide a copy of such Tax Return to GE for its review and comment at least 25 days prior to the due date therefor and, subject to the last sentence of Section 2(c), shall accept and reflect thereon, to the extent related to Taxes for which GE is liable and not prohibited by applicable Law, any comments provided by GE with respect to such Tax Return prior to its filing.

(d) RF shall, and shall cause each member of the RF Group to, furnish to GE (1) within 5 days after the conclusion of each calendar quarter in which an RF Group member is included in a GE Consolidated Tax Return, sufficient information, prepared in a manner consistent with the past practice of the Retail Finance Business or as otherwise reasonably requested by GE, to allow GE to calculate and pay any estimated Taxes, (2) within 45 days after the close of each calendar year in which an RF Group member is included in a GE Consolidated Tax Return, pro forma Tax Returns and Tax Return packages prepared in a manner consistent with the past practices of the Retail Finance Business, and (3) as soon as practical in response to a reasonable request by GE, any work papers and other similar information and documentation relevant for the preparation of the GE Consolidated Tax Returns and other Tax Returns (clauses (1) through (3), together, the “**Tax Data**”). As promptly as practicable, GE shall provide RF with a schedule for each Tax Return setting forth the differences, if any, between the Tax Data submitted by a member of the RF Group and the information reported on a Tax Return prepared by GE.

(e) RF shall have the right to be kept reasonably informed of, to consult with, and to participate in, the preparation of any Tax Returns described in Section 2(b) to the extent such Tax Returns relate to Taxes for which RF is liable under this Agreement, and GE shall accept

and reflect thereon any reasonable comments provided by RF with respect to such Tax Return prior to its filing, as determined by GE in its reasonable discretion. RF shall provide (or cause to be provided) any necessary certifications or powers of attorney, and RF shall sign and execute (or cause to be signed and executed) Tax Returns, as shall be necessary to allow GE to file any Tax Returns described in Section 2(b) on behalf of the relevant members of the RF Group. Notwithstanding anything to the contrary herein, no RF Group member shall be required to sign or execute (or be required to cause to be signed or executed), any Tax Return described in Section 2(b) or Section 2(c) that reflects a position that both (1) is not consistent with past practice (to the extent there is a considered past practice regarding such position), and (2) does not meet the “more likely than not” standard under Treasury Regulation Section 1.6662-4(d)(2) (as determined by RF in its reasonable discretion).

(f) The party responsible for filing a Tax Return pursuant to this Section 2 shall be the only party permitted to file (or to cause to be filed) any amendment to such Tax Return (subject to review, comment, and similar rights afforded with respect to such Tax Return to the other party under this Section 2). Without the prior written consent of GE in its sole and absolute discretion, RF shall not (and shall not permit any member of the RF Group to) prepare any Tax Return covering the same time period for which any RF Group member is included in a GE Consolidated Tax Return in a manner that reports any item inconsistently with the information provided by RF to GE under Section 2(d) or, to the knowledge of RF, the manner in which the same item is reported on a GE Consolidated Tax Return, except to the extent that such inconsistent reporting is required by differences in applicable Law.

3. ALLOCATION OF TAX LIABILITY AND REFUNDS

(a) GE shall be responsible for, and shall indemnify and hold harmless the members of the RF Group for:

(1) all United States, Canadian, and Puerto Rican federal, state, provincial, and local Income Taxes imposed with respect to the Pre-2014 Period;

(2) all Taxes not attributable to the Retail Finance Business, including any such Taxes imposed on a member of the RF Group pursuant to Treasury Regulation Section 1.1502-6 or other similar provision of law, which for the avoidance of doubt shall not include the Separate Return Tax Liability allocated to the RF Group under Section 4;

(3) all Taxes, other than any Distribution Taxes described in Section 3(b)(4), imposed on a member of the RF Group as a result of an election made pursuant to Section 8;

(4) except to the extent described in Section 3(b)(4), all Distribution Taxes;

(5) all Taxes, other than Income Taxes, imposed as a result of the Distribution or any Restructuring Transaction; and

(6) United States federal, state and local Income Taxes, if any, imposed with respect to the 2014 calendar year arising from adjustments to the Tax Returns filed for such calendar year pursuant to an audit or the filing of an amended Tax Return for such calendar year (including through a "qualified amended return") solely to the extent such adjustments relate to the Company Business' borrowing activities conducted prior to January 1, 2014.

(b) RF shall be responsible for, and shall indemnify and hold harmless (in the case of Section 3(b)(4) only, on an After-Tax Basis) the members of the GE Group for:

(1) all Taxes, other than Income Taxes, imposed on the members of the RF Group or that are attributable to the Retail Finance Business, including the Separate Return Tax Liability allocated to the RF Group under Section 4;

(2) all Income Taxes imposed on the members of the RF Group or that are attributable to the Retail Finance Business, in each case imposed with respect to the Pre-2014 Period, including the Separate Return Tax Liability allocated to the RF Group under Section 4;

(3) all Income Taxes imposed on the members of the RF Group with respect to the Post-2014 Period, including the Separate Return Tax Liability allocated to the RF Group under Section 4; and

(4) Distribution Taxes resulting from (i) a breach of the covenants contained in Section 10, or (ii) any transaction entered into after the Distribution involving a direct or indirect transfer of RF stock (or of the stock of any successor to RF);

except, in the case of Section 3(b)(1), Section 3(b)(2) and Section 3(b)(3), to the extent such Taxes are described in Section 3(a). For purposes of Section 3(b)(3), RF shall receive credit for any estimated Tax sharing payments paid by RF Group members to any GE Group member on or before the Closing Date in respect of the Post-2014 Period.

The term "After-Tax Basis" means that, in determining the amount of any indemnity payment, the amount of such indemnity payment shall be reduced by any Tax benefit derived by the indemnified party in the taxable year (or any prior taxable year) that the indemnity payment is made as a result of the event giving rise to the indemnity payment and the amount of such indemnity payment shall be increased to take into account any net Tax cost incurred by the indemnified party in the taxable year of the receipt or accrual of the payment as a result of the receipt or accrual of the payment. If the indemnified party derives a Tax benefit or incurs a net Tax cost in any taxable year after the indemnity payment, (x) the indemnified party shall promptly pay the amount of such Tax benefit to the indemnifying party and (y) the indemnifying party shall promptly pay the amount of such net Tax cost to the indemnified party. No later than the end of the third taxable year following the taxable year in which the indemnity payment is made, the parties shall negotiate in good faith with each other to calculate a single, final payment to be made by the indemnified party or the indemnifying party, as the case may be, settling, on a net basis, all future amounts expected to be paid under this paragraph using reasonable assumptions regarding the appropriate tax rate, discount rate and expected timing of the realization of any Tax benefit or cost. Promptly following agreement on the amount of the net payment required under this paragraph, the party required to make such payment shall make such payment to the other party. Within thirty (30) days of the indemnified party filing its United States federal income Tax Return for each taxable year ending on or before the end of such third

taxable year, the indemnified party shall notify the indemnifying party as to whether the indemnified party realized a Tax benefit or net Tax cost to be taken into account hereunder, and shall set forth in reasonable detail the computation of any such Tax benefit or net Tax cost.

(c) For purposes of Section 3(a)(1), Section 3(b)(2) and Section 3(b)(3), Income Taxes shall be allocated between the Pre-2014 Period and the Post-2014 Period using a "closing of the books method" by closing the relevant books and records of the applicable entity at the conclusion of December 31, 2013 consistent with the principles contained in Section 4(b)(2)(vi).

(d) Any adjustments to Tax (including any related interest and penalties) resulting from a Tax Contest or the filing of an amended Tax Return shall be allocated in a manner consistent with Section 3(a) and Section 3(b).

(e) Except as provided in Section 7(b), any refunds, credits or offsets of Taxes shall be the property of, and shall be paid over to, the party liable for the underlying Tax pursuant to this Section 3. For the avoidance of doubt, RF shall be entitled to any sales Tax recoveries (whether by way of refund, credit or offset) resulting from a default by a customer of the Retail Finance Business on an advance made by the Retail Finance Business to a merchant on behalf of the customer. Any refunds, credits or offsets shall be paid over (net of any expenses or Taxes incurred in connection with procuring the refund, credit or offset) within 10 days of receipt of the refund or entitlement to the credit or offset.

4. CALCULATION AND PAYMENT OF SEPARATE RETURN TAX LIABILITY

(a) Except to the extent otherwise provided in this Agreement or under applicable Law, and subject to the payments by the RF Group contemplated by this Agreement, GE shall be solely responsible and liable for the payment of all Taxes in respect of all GE Consolidated Tax Returns (the "**GE Consolidated Return Liability**").

(b) For purposes of Sections 3(a)(2), 3(b)(1), 3(b)(2) and 3(b)(3), and subject to the clarification set forth in the last sentence of Section 11(b), the portion of the GE Consolidated Return Liability allocated to the RF Group or any member thereof that is payable by RF shall be determined in the following manner:

(1) If any Taxable Year of any RF Group member is included in a GE Consolidated Tax Return, the related Tax liability allocated to the RF Group member for such Taxable Year shall generally be determined on a hypothetical separate Tax Return basis as if the RF Group member were not included in any such GE Consolidated Tax Return; provided, however, that the calculation will not take into account any hypothetical effects of deconsolidation from the GE Group. To the extent that such RF Group member could have filed a separate consolidated, combined, joint, unitary or other similar Tax Return with one or more other members of the RF Group for such type of Tax and Taxable Year, at RF's election (notification of such election to be delivered to GE no later than 10 days before the due date for the first estimated tax payment for such type of tax), such Tax liability will be computed on the basis of such a hypothetical consolidated, combined, joint, unitary or other similar Tax Return for such Taxable Year and for similar prior Taxable Years. Such election shall be taken into account in determining the extent to which such RF Group member could have filed a separate

consolidated, combined, joint, unitary or other similar Tax Return in computing Separate Return Tax Liability for a subsequent Taxable Year. (For each GE Consolidated Tax Return, the sum of such consolidated, combined, joint or unitary Tax liabilities, together with the separate Tax liabilities of the members of the RF Group that could not have been included in the hypothetical consolidated, combined, joint or unitary Tax Returns, is referred to as the “**Separate Return Tax Liability.**”) To the extent that, as a result of GE’s status as an “industrial company” or other similar status, the actual Tax liability with respect to the RF Group on the GE Consolidated Tax Return is subject to a lower statutory rate of Tax than if the RF Group (or any member thereof) filed a separate Tax Return, the RF Group shall be entitled to use such lower statutory rate in calculating its Separate Return Tax Liability. Any Tax Attribute as of January 1, 2014 that (i) is not taken into account in a GE Consolidated Tax Return for a Pre-2014 Period, (ii) is attributable to a member of the RF Group, and (iii) can be carried forward under applicable Law shall be treated as a carryforward to the Post-2014 Period and be available to reduce the Separate Return Tax Liability in accordance with rules otherwise applicable to carryforwards of that type of Tax Attribute.

(2) For purposes of Section 3(b)(2) and Section 3(b)(3), the following modifications and rules will apply in determining Separate Return Tax Liability: (i) where the GE Consolidated Return Liability with respect to any state or local Tax Return is calculated using an apportionment ratio based on the combined factors of the entities included in such Tax Return, the apportionment of net income or net loss of each relevant member of the RF Group will be determined using the separate apportionment ratio of the applicable hypothetical group for determining the Separate Return Tax Liability pursuant to Section 4(b)(1) or, if there is no such hypothetical group, the relevant member of the RF Group; (ii) for purposes of Section 3(b)(3) only, no hypothetical carryback of any Tax Attribute from any Taxable Year ending after December 31, 2013 to any Taxable Year ending on or before December 31, 2013 will be taken into account but will instead be available as a hypothetical carryover to Taxable Years ending after December 31, 2013 to the extent that such Tax Attribute has not been taken into account in the GE Consolidated Tax Return other than one that relates to United States federal income taxes; (iii) except as otherwise specifically provided in this Section 4(b), each other election, method of accounting, and method of calculation will be consistent with past practice; (iv) notwithstanding anything in this Agreement to the contrary, if GE makes a payment in respect of a Tax Attribute or portion thereof pursuant to Section 6(a) of this Agreement as a result of a reduced Tax liability (or refund or credit received) with respect to a GE Consolidated Return other than one that relates to United States federal income taxes, such Tax Attribute or portion thereof will be excluded in determining Separate Return Tax Liability; (v) deductions, losses, income or gain attributable to deferred intercompany transactions (as defined under Treasury Regulation Section 1.1502-13 and corresponding provisions of state and local Law) shall not be taken into account until such deductions, losses, income or gain are actually taken into account in the GE Consolidated Tax Return in accordance with Treasury Regulation Section 1.1502-13 or applicable corresponding provisions of state or local Law; (vi) if any Taxable Year of any RF Group member includes (but does not end with) December 31, 2013, the portion of such Taxable Year ending on such date and the remainder of such Taxable Year will be treated as two separate Taxable Years, and the income, deductions, gains, losses, and other items of such RF Group member will be allocated between such separate Taxable Years in a manner consistent with the principles of Treasury Regulation Section 1.1502-76(b)(2) without any deemed ratable allocation election under Treasury Regulation Section 1.1502-76(b)(2)(ii)(D) and without any deemed

ratable allocation under Treasury Regulation Section 1.1502-76(b)(2)(iii); (vii) the deductions, credits, or benefits described in Sections 5(a)(1), 5(a)(2) and 5(a)(3) shall not be taken into account in determining Separate Return Tax Liability; and (viii) the Separate Return Tax Liability shall be increased by the sum of the excesses, if any, of (x) the amount equal to the reserves under FIN 48 that would have been reflected on GE's consolidated financial statements for each particular position in respect of Taxes of the RF Group attributable to the relevant Taxable Year assuming the hypothetical separate Tax Returns described in Section 4(b)(1) had actually been filed, over (y) the actual amount of the reserves under FIN 48 that are reflected on GE's consolidated financial statements for such position in respect of the Taxes of the RF Group attributable to such Taxable Year.

(3) For each Taxable Year ending after December 31, 2013 for which a member of the RF Group is included in a GE Consolidated Tax Return, RF shall calculate each Separate Return Tax Liability for GE's review, including as necessary to make estimated tax payments. GE shall make a calculation of each Separate Return Tax Liability for such Taxable Year and shall provide such calculation to RF for RF's review no later than 30 days prior to the filing of the related GE Consolidated Tax Return. Any dispute between GE and RF regarding the calculation shall be resolved in accordance with the dispute resolution provisions of Section 14.

(c) RF shall pay to GE the amount of each Separate Return Tax Liability, as determined on a calendar quarter basis under this Section 4 or, if requested by GE, more frequently if the particular Tax is paid more frequently than quarterly, for each Taxable Year ending after December 31, 2013 in which a member of the RF Group is included in a GE Consolidated Tax Return. Such payments will be made in immediately available funds no later than the business day immediately preceding the due date (including extensions) for GE's payment of estimated or final Tax payments for such Taxable Year, and such payments will be credited toward the related Separate Return Tax Liability for such Taxable Year. No later than the end of the calendar quarter during which a GE Consolidated Tax Return is filed (or, if later, the 30th day after the date filed), RF will pay to GE the unpaid portion, if any, of the Separate Return Tax Liability for the Taxable Year reported on such GE Consolidated Tax Return. In the event the payments on account of estimated Tax to GE for any Taxable Year for a particular Tax exceed the Separate Return Tax Liability for such Taxable Year for such Tax, the excess will be refunded by GE to RF no later than the end of the calendar quarter during which the GE Consolidated Tax Return for such Tax is filed (or, if later, the 30th day after the date filed).

5. USE OF GE TAX ATTRIBUTES

(a) Not later than 30 days after the due date (with extensions) for the filing of any Tax Return relating to Income Taxes (other than an estimated return or a GE Consolidated Tax Return) that includes a member of the RF Group for any Taxable Year (or portion thereof) beginning after December 31, 2013, RF shall determine (subject to review, adjustment, and approval by GE, which approval may not be unreasonably withheld) the hypothetical Tax liability (or refund or credit) that would have been shown on such Tax Return if each of the assumptions set forth below was made (solely for purposes of such hypothetical determination):

(1) No deduction, credit, or other benefit is allowed on account of any Tax Attribute created through an expense paid or economically borne by a GE Group member in the Post-2014 Period (for example compensation payable by a member of the GE Group to any employee of any RF Group member in cash, stock or other property to the extent the GE Group is not reimbursed by the RF Group).

(2) No deduction, credit, or other benefit is allowed on account of any Tax Attribute created through a taxable transaction entered into in the Pre-IPO Period to the extent that a GE Group member includes in income in the Post-2014 Period a corresponding amount (for example, taking into account in the Post-2014 Period by a GE Group member, on the one hand, of deferred gain resulting from intercompany transactions between a GE Group member and an RF Group member, and tax savings in the Post-2014 Period to an RF Group member, on the other hand, resulting from increased basis attributable to the intercompany transaction).

(3) No deduction, credit, or other benefit is allowed on account of any Tax Attribute attributable to any adjustment resulting from a Tax Contest or filing of an amended Tax Return to the extent that GE is responsible under this Agreement for any Taxes imposed with respect to the Pre-2014 Period or under Section 3(a)(6) resulting from the Tax Contest or amended Tax Return.

(4) No deduction, credit or other benefit not otherwise described in this Section 5(a) is allowed on account of any Tax Attribute allocated to an RF Group member pursuant to Section 7(c) to the extent such Tax Attribute would not have been treated as a Tax Attribute of the RF Group and would not have been available to the RF Group to be taken into account in calculating Separate Return Tax Liability if the RF Group members continued to be included in the GE Consolidated Tax Return and Section 4 continued to apply.

(5) No deduction, credit, or other benefit is allowed on account of any Tax basis created by reason of any Tax election in the Post-2014 Period with respect to which GE is allocated the corresponding Tax liability under this Agreement.

(b) For each Taxable Year, RF shall make one or more payments to GE in an aggregate amount equal to the excess (if any) of (1) the hypothetical Tax liability or refund or credit (as determined under Section 5(a)) that would have been shown on each Tax Return to which this Section 5 applies, over (2) the actual Tax liability or refund or credit shown on such Tax Return (or the portion of such Tax Return relating to the Post-2014 Period), with any refund or credit treated as a negative tax payment. Each such payment shall be made no later than 10 days following the final determination of such amount, but in any event within 45 days following the filing of the relevant Tax Return.

(c) For purposes of Section 5(b), actual Tax liability shall be determined by taking into account all relevant facts and circumstances including, for avoidance of doubt, any Tax Attributes resulting from payments made pursuant to this Section 5 or any other provision of this Agreement.

(d) Notwithstanding any other provision of this Agreement, RF shall not be required to make any payment for any Tax Attribute or portion thereof for which RF has already made a payment under this Agreement that has not been reversed or otherwise repaid.

6. USE OF RF TAX ATTRIBUTES

(a) GE shall make payments to RF if (i) any Tax Attribute of a member of the RF Group actually reduces an Income Tax liability that is allocated to GE under Section 3(a) (or generates a refund or credit that is actually received by GE) and the reduced Tax liability (or refund or credit received) is (1) attributable to the Post-2014 Period, or (2) attributable to the Pre-2014 Period, but only if in the case of this clause (2) the reduced Tax liability (or refund or credit received) is attributable to a carry back of a Tax Attribute of a member of the RF Group from the Post-2014 Period to the Pre-2014 Period or (ii) as a result of a Tax Contest or filing of an amended Tax Return on or after January 1, 2014 there is (x) a reduction in a Tax Attribute available to the RF Group in the Post-2014 Period, and (y) a corresponding actual reduction in a Tax liability (or an actual increase in a refund or credit received), whether in whole or in part, that is allocated to GE under this Agreement with respect to the Pre-2014 Period. The amount of such payment for each relevant Taxable Year shall be equal to the amount of such reduction in Tax liability (or the amount of such refund or credit, or increase thereof, actually received by GE). For the avoidance of doubt, for purposes of this Section 6, Tax Attributes of a member of the RF Group will include, without limitation, any Tax Attribute allocated under Section 7(c) to a GE Group member to the extent such Tax Attribute would have been treated as a Tax Attribute of a member of the RF Group and been available to the RF Group to be taken into account in calculating Separate Return Tax Liability if the RF Group members continued to be included in the GE Consolidated Tax Return and Section 4 continued to apply. Not later than 30 days after the due date (with extensions) for the filing of GE's United States federal income Tax Return for each Taxable Year beginning after December 31, 2013, GE shall deliver to RF a certification as to whether GE is required to make any payment to RF pursuant to this Section 6 and shall provide in reasonable detail the basis for its determination and the calculation of the amount of any such payment (which basis and calculation shall be subject to review and approval by RF, which approval may not be unreasonably withheld). Each payment required under this Section 6 shall be made no later than 10 days following the final determination of such amount, but in any event within 45 days following the filing of the relevant Tax Return.

(b) Notwithstanding the above, (i) GE shall not be required to make any payment for any Tax Attribute or portion thereof for which GE has already made a payment under this Agreement, and (ii) GE shall not be required to make any payment for any Tax Attribute or portion thereof for which RF's Separate Return Tax Liability has been reduced (and if GE has made any payment under this Section 6 with respect to a Tax Attribute and all or a portion of such Tax Attribute reduces RF's Separate Return Tax Liability, the amount paid by GE to RF with respect to such Tax Attribute or portion thereof shall promptly be repaid by RF to GE).

(c) Payments under Section 5 or Section 6 shall not be made on an After-Tax Basis.

7. CARRY BACK AND ALLOCATION OF TAX ATTRIBUTES

(a) RF shall not, and shall cause each member of the RF Group not to, carry back any Tax Attribute from a Taxable Year for which an RF Group member is not included in a GE Consolidated Tax Return to a Taxable Year for which the relevant RF Group member is included in a GE Consolidated Tax Return, unless an RF Group member is required by applicable law to so carry back the Tax Attribute before it is permitted to carry forward the Tax Attribute.

(b) The members of the RF Group shall be entitled to retain any refunds, credits or offsets resulting from either a carry back of (i) a Tax Attribute that is specifically permitted to be carried back under Section 7(a), or (ii) a Tax Attribute of an RF Group member arising in a Taxable Year for which RF is allocated the Tax liability for the particular Tax if the Tax Attribute is carried back to a Taxable Year for which the RF Group member was not included in a GE Consolidated Tax Return with respect to the particular Tax; provided, however, that the members of the RF Group shall not be entitled to retain (and RF shall promptly pay over to GE) any refunds, credits or offsets resulting from a carry back of a Tax Attribute that was allocated under Section 7(c) to a member of the RF Group to the extent such Tax Attribute would not have been treated as a Tax Attribute of the RF Group and would not have been available to the RF Group to be taken into account in calculating Separate Return Tax Liability if the RF Group members continued to be included in the GE Consolidated Tax Return and Section 4 continued to apply.

(c) If one or more RF Group members ceases to be included in a GE Consolidated Tax Return for a particular Tax, GE shall apportion the consolidated Tax Attributes and other Tax items of the relevant Tax group (such as “earnings and profits” as determined for United States federal, state and local Income Tax purposes) to the former members of the Tax group as required by applicable law (as determined and applied by GE in its sole discretion). To the extent there is discretion under applicable law regarding the method or manner of apportioning consolidated Tax Attributes or Tax items, such discretion shall be exercised by GE, and any decision by GE shall be final and binding and shall not be subject to challenge by any member of the RF Group. For the avoidance of doubt, any allocations under this Section 7(c) shall not prejudice any party’s right to receive any payment required under Section 5, Section 6 or Section 7(b).

8. TAX ELECTIONS

If GE determines in its sole and absolute discretion to make an election under Section 336(e) or Section 338 of the Code (and corresponding provisions of applicable state and local law) in connection with any disposition by GE or any of its Subsidiaries of stock of RF for which such election may properly be made in respect of the members of the RF Group, then GE and RF and their respective Subsidiaries, as necessary and as requested by GE, shall join in making such elections in a timely and valid manner, including by filing any necessary IRS Forms 8023 and 8883 (or other forms) and any necessary attachments. GE shall determine the time and manner for preparing and filing all forms and documents required in connection with any such election, and RF shall cooperate fully (and shall cause the members of the RF Group to cooperate fully) in preparing and filing all such forms and documents. The parties agree that the “aggregate deemed sale price” and “adjusted grossed-up basis” (as such terms are defined in the Treasury regulations promulgated under Section 336 and Section 338 of the Code) with respect to each such election shall be determined by GE consistent with the principles of Section 338 of the Code and the Treasury regulations promulgated thereunder.

9. TAX PROCEEDINGS

(a) Except as provided in this Section 9, GE shall have the exclusive right to control any Tax Contest relating to (1) GE Consolidated Tax Returns, (2) any Taxes that are allocated to GE pursuant to Section 3(a), or (3) Distribution Taxes; provided, however, that to the extent that the Tax Contest relates to any Taxes, refunds, credits or offsets that are allocated to RF under this Agreement or to the extent the Tax Contest may have any direct impact on any payments to or from RF required under this Agreement (other than any payment from RF to GE by reason of Section 5(a)(3)), RF shall be entitled to participate in the conduct of the Tax Contest, which participation shall include, but not be limited to, (1) GE keeping RF reasonably apprised regarding the progress of the Tax Contest, (2) GE providing RF with the opportunity to review and comment on any material correspondence with any Taxing Authority and on any submissions to any court and (3) GE not settling or compromising such Tax Contest without RF's consent, which consent shall not be unreasonably withheld or delayed.

(b) Notwithstanding anything in Section 9(a) to the contrary, RF shall control any portion of a Tax Contest that, in RF's reasonable determination, would require the divulgence of confidential, private customer information that is prohibited under applicable "privacy" or similar Laws, and the members of the RF Group shall not be required to divulge any such information to any member of the GE Group.

(c) RF shall have the exclusive right to control all other Tax Contests involving members of the RF Group that are not described in Section 9(a); provided, however, that to the extent that the Tax Contest may have any impact on any payments to or from GE required under this Agreement, GE shall be entitled to participate in the conduct of any such Tax Contest, which participation shall include, but not be limited to, (1) RF keeping GE reasonably apprised regarding the progress of the Tax Contest, (2) RF shall providing GE with the opportunity to review and comment on any material correspondence with any Taxing Authority and on any submissions to any court and (3) RF not settling or compromising such Tax Contest without GE's consent, which consent shall not be unreasonably withheld or delayed.

(d) If RF reasonably determines that information proposed to be divulged by GE during the conduct of any Tax Contest is in the nature of "proprietary" information of the RF Group, GE shall discuss with RF in good faith to determine whether there are reasonable alternative means of achieving the same objectives as are intended to be achieved through the divulgence of such information that do not involve the divulgence of such information, and to the extent that GE determines, in its reasonable discretion, that such alternative means would achieve such objectives and would not cause any other disadvantages to GE, GE shall use such alternative means instead of divulging such information.

10. DISTRIBUTION

(a) After the IPO, RF shall not, and shall not permit any member of the RF Group to, take any action, or fail to take any action within its control, which action or failure to act would (1) negate (A) the qualification of the Distribution for tax-free treatment under Section 355 of the Code, or (B) the intended tax-free treatment (in whole or in part), as described in the Restructuring Slides, of any Restructuring Transactions, or (2) cause any portion of GE's "excess loss account" (within the meaning of Treasury Regulation Section 1.1502-19) in the stock of General Electric Capital Corporation to be included in income in connection with the

Restructuring Transactions described in clause (1)(B) of this Section 10(a) or in connection with the Distribution (the tax-free treatment described in clause (1) and the non-inclusion in income described in clause (2), the “**Tax-Free Status of the Distribution**”); provided that, notwithstanding the foregoing, (i) RF shall be permitted to take any action, and shall be permitted to permit the members of the RF Group to take any action, that implements any Restructuring Transaction or the Distribution reflected in the Restructuring Slides as they exist at the time of such action, and (ii) RF shall be permitted to take any action, and shall be permitted to permit the members of the RF Group to take any action, and RF shall not be required to take any action or cause any member of the RF Group to take any action within their control, if the action or inaction (x) would not have caused the failure of the Tax-Free Status of the Distribution if the Restructuring Transactions or the Distribution as set forth on the Restructuring Slides as they exist at the time of such action or inaction had not been updated after such action or inaction, or (y) is taken or not taken, as the case may be, at the written direction of, or with the prior written consent of, the Vice President and Senior Tax Counsel for GE.

(b) RF shall not take any position on any Tax Return that is inconsistent with the Tax-Free Status of the Distribution without the prior written consent of GE unless such inconsistent reporting is required by reason of a final, non-appealable decision of a court of competent jurisdiction.

(c) Prior to the Distribution, GE shall deliver to RF (i) the final Restructuring Slides and (ii) complete copies of all ruling requests, rulings, tax opinions, tax opinion representation letters (or similar materials), and any supplement of such documents (including all exhibits and attachments thereto) provided to or received from a taxing authority or tax counsel in connection with the Restructuring Transactions and the Distribution; provided that GE’s obligation to deliver copies of any tax opinions or tax opinion representation letters to RF is subject to RF entering into a common interest agreement with GE that is in a form reasonably satisfactory to GE.

11. INTEREST; ADJUSTMENT PAYMENTS; FINAL PAYMENT

(a) In the event that any payment required to be made under this Agreement is made after the date on which such payment is due, interest will accrue on the amount of such payment from (but not including) the due date of such payment to (and including) the date such payment is actually made at the applicable federal rate in effect at the time such payment is due (based on the federal mid-term rate), compounded on a daily basis.

(b) If any adjustment is made to any Tax or Tax Return pursuant to any Tax Contest or the filing of an amended Tax Return (including through a “qualified amended return”) and such adjustment, if taken into account in computing any payment required under this Agreement, would have resulted in the calculation of a different amount required to have been paid under this Agreement, then GE or RF, as the case may be, shall promptly make a payment to the other party in an amount equal to such difference. For the avoidance of doubt, except and to the extent (1) that any Tax remains due as of the Closing or a refund, credit or offset is received following the Closing, or (2) of any adjustment to any Tax or Tax Return after the date hereof pursuant to (i) any Tax Contest, (ii) the filing of an amended Tax Return, or (iii) the carry back of any Tax Attribute, no party shall be obligated to make any payment to the other party in respect of any Tax imposed with respect to the Pre-2014 Period.

(c) No later than January 1, 2022, the parties shall negotiate in good faith with each other to calculate a single, final payment to be made by GE or RF, as the case may be, settling, on a net basis, all future amounts expected to be paid under Section 5 and Section 6, using reasonable assumptions regarding the appropriate tax rate, discount rate and expected timing of Tax Attribute recovery (actual or hypothetical). Promptly following agreement on the amount of the net payment required under this Section 11(c), the party required to make such payment shall make such payment to the other party. From and after the time that the payment required by this Section 11(c) is made, Section 5 and Section 6 shall have no further application, and no party shall be obligated to make any further payment under Section 5 or Section 6, including any adjustment payments that would have otherwise been required under Section 11(b) in respect of Section 5 or Section 6.

(d) Except as provided in Section 3(b), no payment pursuant to this Agreement shall be adjusted to take into account any Tax cost incurred by the recipient thereof as a result of the receipt or accrual of the payment.

12. COOPERATION

GE and RF shall furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the RF Group members and the Retail Finance Business as is reasonably necessary for the filing of all Tax Returns, the making of any election related to Taxes, and the preparation for and prosecution of any Tax Contest by any Taxing Authority relating to any Taxes or Tax Return. GE and RF will cooperate with each other in the conduct of any Tax Contest related to Taxes and all other Tax matters and each will execute and deliver such powers of attorney and other documents as are necessary to carry out the intent of this Agreement. The party requesting cooperation under this Section 12 will reimburse the other party for any actual out-of-pocket, third-party expenses incurred in furnishing such cooperation. All Tax records relating to the RF Group or the Retail Finance Business will be retained by the party in possession of such records as of the Closing Date for at least seven (7) years after such records were created.

13. TERMINATION OF PRIOR TAX MATTERS AGREEMENTS; REGULATORY AGREEMENTS.

(a) This Agreement shall replace all other agreements, whether or not written, in respect of the sharing or allocation of any Taxes between or among the members of the GE Group, on the one hand, and the members of the RF Group, on the other hand, other than that certain Tax Allocation Agreement entered into among GE, RF and GE Capital Retail Bank, dated as of July 25, 2014 (the "**Bank Agreement**"). All such replaced agreements shall be canceled as of the Closing Date, and any rights or obligations of the GE Group or the RF Group existing thereunder shall be fully and finally settled without any payment by any party thereto.

(b) If any member of the GE Group or the RF Group (other than RF) is required to make any payment to a member of the other Group pursuant to any provision of the Bank Agreement or pursuant to any provision of any tax sharing or tax allocation agreement or arrangement required under any provision of applicable Law (a “**Regulatory Payment**”), the party hereto that is a member of the same Group as the recipient of the Regulatory Payment shall promptly make a payment to the other party hereto in an amount equal to the Regulatory Payment (a “**Repayment**”) so that each Group, on a consolidated basis, will be in the same economic position such Group would be in if this Agreement were the only tax sharing or tax allocation agreement or arrangement between or among the members of the different Groups. Any obligation of a party to make a Repayment may be satisfied, in whole or in part, through offsetting the obligation to make the Repayment against any entitlement of the paying party to receive a payment from the other party pursuant to any provision of this Agreement.

14. DISPUTE RESOLUTION

GE and RF shall discuss and negotiate in good faith to resolve any disagreements between them regarding their rights and obligations under this Agreement. In the event that GE and RF are unable to resolve any disagreement within 30 days, such disagreement shall be resolved by an independent “big four” accounting firm to be agreed upon by the parties; provided, that if no independent “big four” accounting firm is willing or able to resolve such disagreement, then the disagreement shall be resolved in accordance with the procedures set forth in Article IX of the Master Agreement. The independent accounting firm’s fees shall be borne equally by GE and RF.

15. MISCELLANEOUS

(a) Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of New York irrespective of the choice of Laws principles of the State of New York other than Section 5-1401 of the General Obligations Law of the State of New York.

(b) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

(c) Entire Agreement. Except as otherwise expressly provided in this Agreement or the Master Agreement, this Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the parties hereto with respect to the subject matter of this Agreement.

(d) Assignment; No Third-Party Beneficiaries. This Agreement shall not be assigned by any party hereto without the prior written consent of the other parties hereto. This Agreement is for the sole benefit of the parties to this Agreement and the members of their respective Group and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(e) Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by all the parties to this Agreement. Any party may, in its sole discretion, waive any and all rights granted to it in this Agreement; provided, that no waiver by any party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

(f) Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties to this Agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

(Signature pages follow)

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

GENERAL ELECTRIC COMPANY

By: /s/ Keith Sherin

Name: Keith Sherin

Title: Vice Chairman

SYNCHRONY FINANCIAL

By: /s/ Jonathan Mothner

Name: Jonathan Mothner

Title: Executive Vice President, General Counsel and Secretary

Schedule A

See attached

Preliminary Description of Restructuring Transactions and the Distribution

Tax Sharing and Separation Agreement – Schedule A

**Steps and any intended tax-free treatment to be provided by written notice
from GE to RF from time to time**

EMPLOYEE MATTERS AGREEMENT

THIS EMPLOYEE MATTERS AGREEMENT (this "Employee Matters Agreement") is executed effective as of August 5, 2014, by and among GENERAL ELECTRIC COMPANY, a New York corporation ("GE"), GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("GECC") and Synchrony Financial, a Delaware corporation (the "Company").

Statement of Background Information

WHEREAS, GE, GECC and the Company have entered into a Master Agreement, dated July 30, 2014 (the "Master Agreement"); and

WHEREAS, the parties desire to set forth in writing the terms and conditions pursuant to which this Employee Matters Agreement will operate and thereby supplement the provisions of the Master Agreement.

Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth in the Master Agreement and herein, and other good and valuable consideration, and contingent upon the Closing, the parties hereby agree as follows:

ARTICLE I**DEFINITIONS**

All capitalized terms used but not defined in this Employee Matters Agreement shall have the meanings ascribed to such terms in the Master Agreement. For purposes of this Employee Matters Agreement, the following capitalized terms shall have the meanings set forth below:

"Bank" shall have the meaning ascribed to such term in Article II hereof.

"Benefits Transition Date" shall mean the first date on which members of the GE Group cease to beneficially own (excluding for such purposes shares of Company Common Stock beneficially owned by GE but not for its own account, including (in such exclusion) beneficial ownership which arises by virtue of some entity that is an Affiliate of GE being a sponsor of or advisor to a mutual or similar fund that beneficially owns shares of Company Common Stock) at least fifty percent (50%) of the outstanding Company Common Stock.

"COBRA" shall mean the continuation coverage requirements under Section 4980B of the Code and Part 6 of Subtitle B of Title I of ERISA.

"Company" shall have the meaning ascribed to such term in the preamble hereto.

"Company Employees" shall have the meaning ascribed to such term in Article III hereof.

“Company-Facing Position” shall have the meaning ascribed to such term in Section 8.01 hereof.

“Company Plans” shall mean all “employee benefit plans” as defined in Section 3(3) of ERISA and all other benefit or compensation plans, programs, policies, and arrangements, including worker’s compensation, sponsored by a member of the Company Group and covering the Employees, and shall include, on and following the Closing Date, the Synchrony 2014 Long-Term Incentive Plan described in Section 5.01 hereof.

“Company Transition Position” shall have the meaning ascribed to such term in Section 8.01 hereof.

“Employees” shall have the meaning ascribed to such term in Article III hereof.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, any successor statute thereto and all applicable regulations thereunder.

“Employee Liabilities” shall have the meaning ascribed to such term in Article II hereof.

“Employee Matters Agreement” shall have the meaning ascribed to such term in the preamble hereto, as amended or supplemented from time to time in accordance with the terms hereof.

“Excluded Employee Liabilities” shall have the meaning ascribed to such term in Article II hereof.

“GE” shall have the meaning ascribed to such term in the preamble hereto.

“GE Plans” shall mean all “employee benefit plans” as defined in Section 3(3) of ERISA and all other benefit or compensation plans, programs, policies, and arrangements, including workers’ compensation, sponsored by GE or its Affiliate (other than a member of the Company Group) and of which a member of the Company Group is a participating employer, but shall not include any Company Plan.

“GE Retirement Plans” shall mean the GE Pension Plan, GERSP, GE Excess Benefits Plan and GE Supplementary Pension Plan.

“GECC” shall have the meaning ascribed to such term in the preamble hereto.

“GERSP” shall mean the GE Retirement Savings Plan.

“India/Philippines Benefits Transition Date” shall mean the Benefits Transition Date, or such later date as may be mutually agreed to in writing by GE and the Company, but shall in no event be later than the date that is one (1) year after the Benefits Transition Date.

“International Employees” shall mean Employees who are assigned primarily to operations outside of the United States.

“International Plan” shall have the meaning ascribed to such term in Section 6.05(b) hereof.

“Master Agreement” shall have the meaning set forth in the preamble hereto.

“Restricted Employees” shall have the meaning ascribed to such term in Section 8.04 hereof.

“Synchrony 2014 Long-Term Incentive Plan” shall have the meaning ascribed to such term in Section 5.01(a) hereof.

“Synchrony Incentive Compensation Plan” shall have the meaning ascribed to such term in Section 5.01(b) hereof.

“Synchrony Plan” shall have the meaning ascribed to such term in Section 6.03(a) hereof.

“Term” shall mean the period commencing on the Closing Date and ending on (i) the Benefits Transition Date or (ii) in the case of the International Employees located in India and the Philippines, the India/Philippines Benefits Transition Date.

“U.S. Employees” shall mean Employees who are assigned primarily to operations in the United States.

ARTICLE II

ASSUMPTION OF CERTAIN OBLIGATIONS AND LIABILITIES

Effective as of the Closing Date, the Company shall, or shall cause one of its Affiliates to, assume or retain, as the case may be, any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the employment or services, or termination of employment or services, of any Person with respect to the Company Business, whether arising before, on or after the Closing Date, excluding (i) any Liabilities related to the GE Plans unless this Employee Matters Agreement expressly provides for such Liabilities to be assumed by the Company or one of its Affiliates and (ii) any Liabilities solely attributable to acts or omissions of GE or one of its Affiliates pertaining to payroll or benefits administration (such assumed Liabilities, the “Employee Liabilities” and such excluded Liabilities, the “Excluded Employee Liabilities”). Notwithstanding the foregoing, GE Capital Retail Bank (the “Bank”) shall not assume any Liabilities under this Employee Matters Agreement.

ARTICLE III

EMPLOYMENT

Section 3.01. Continuation of Employment. As of the Closing Date (or as soon as possible thereafter as permitted by the Laws of any country other than the United States), (i) the Company shall, or shall cause its applicable Affiliates to, employ all of the employees (including statutory employees) of the Company Group, including all such employees who have rights of employment on return from any leave or other absence (all such employees hereinafter

referred to as “Company Employees”). For purposes of this Employee Matters Agreement, (i) all Company Employees and (ii) those individuals hired after the Closing Date and before the Benefits Transition Date or the India/Philippines Benefits Transition Date, as applicable, by the Company Group shall collectively be referred to as “Employees.”

Section 3.02. Specified Inactive Employees. As of the Benefits Transition Date, GE shall, or shall cause its applicable Affiliates to, employ each Employee in the United States, Canada or Puerto Rico who is not actively employed immediately prior to the Benefits Transition Date and who has a right of employment on return from any leave or other absence (“Specified Inactive Employee”). The Company shall, or shall cause its Affiliates to, offer re-instatement or employment as a successor employer to each Specified Inactive Employee promptly upon such Specified Inactive Employee’s return to active employment.

Section 3.03. Corporate Program Rotational Employees. Each Corporate Program Rotational Employee and each employee of GE or one of its Affiliates participating in any GE or GECC “leadership program” who is engaged in the business of the Company Group on the Benefits Transition Date will complete such Employee’s rotation with the Company Group as an employee of GE or one of its Affiliates and thereafter will remain an employee of GE or such Affiliate and will cease to provide services to the Company or its Affiliates, unless otherwise mutually agreed by GE and the Company.

ARTICLE IV

PAYROLL; BENEFITS

Section 4.01. Payroll. During the Term, for those Employees who are paid through GE’s or one of its Affiliate’s payroll system immediately prior to the Closing Date, such Employees shall continue to be paid through GE’s or one of its Affiliate’s payroll system. Those Employees who are hired after the Closing Date by the Company Group shall also be paid through GE’s or one of its Affiliate’s payroll system during the Term. For those Employees with payroll withholding elections (such as those related to income taxes, qualified and non-qualified retirement plans, group health and welfare plans, etc.) in effect immediately prior to the Closing Date, such Employees’ elections shall remain the same during the Term as such elections were as of the Closing Date, except to the extent an Employee elects (in a manner permitted to employees and plan participants generally) to change any such election.

Section 4.02. GE Plans. During the Term, for those Employees who are eligible to participate in the GE Plans immediately prior to the Closing Date (or who would become eligible upon meeting certain eligibility requirements or upon satisfaction of any waiting periods under such plans), such Employees shall continue to be eligible to participate in such GE Plans and any comparable arrangements (but excluding, with respect to new awards, any GE Plan providing for cash or other bonus awards, stock options, stock awards, restricted stock, other equity-related awards or long-term performance awards, other than the GECC Executive Incentive Compensation Plan as described in Article V hereof). Those Employees who are hired after the Closing Date by the Company Group shall also be eligible to participate in the applicable GE Plans during the Term upon meeting certain eligibility requirements or upon satisfaction of any waiting periods under such plans. GE or its Affiliate, as the case may be, shall continue to be responsible for operating and administering the provisions of the GE Plans.

Section 4.03. Company Plans. During the Term, for those Employees who are eligible to participate in the Company Plans immediately prior to the Closing Date (or who would become eligible upon meeting certain eligibility requirements or upon satisfaction of any waiting periods under such plans), such Employees shall continue to be eligible to participate in such Company Plans. Those Employees who are hired after the Closing Date by the Company Group shall also be eligible to participate in the applicable Company Plans during the Term upon meeting certain eligibility requirements or upon satisfaction of any waiting periods under such plans. A member of the Company Group shall continue to be responsible for operating and administering the provisions of the Company Plans with support from GE consistent with past practice.

ARTICLE V

INCENTIVE COMPENSATION

Section 5.01. Establishment of Company Incentive Plans.

(a) Establishment of Synchrony 2014 Long-Term Incentive Plan. Effective as of the Closing Date, the Company shall, or shall cause one of its Affiliates to, establish, adopt and maintain a plan or plans for the benefit of selected Employees providing for cash or other bonus awards, stock options, stock awards, restricted stock, other equity-related awards and long-term performance awards (collectively, the "Synchrony 2014 Long-Term Incentive Plan").

(b) Establishment of Synchrony Incentive Compensation Plan. Effective as of the Benefits Transition Date, the Company shall, or shall cause one of its Affiliates to, establish, adopt and maintain a plan or plans for the benefit of selected Employees providing for annual cash or other bonus awards.

Section 5.02. Existing Arrangements.

(a) Annual Incentive Compensation. The Company or one of its Affiliates will pay a pro rata bonus attributable to the portion of the calendar year occurring prior to the Benefits Transition Date to eligible Employees who immediately prior to the Benefits Transition Date have participated in the GECC Executive Incentive Compensation Plan subject to the terms and practices of such plan. Such bonuses shall be paid at the same time at which GE makes bonus payments under the GECC Executive Incentive Compensation Plan to employees of GE. GE shall reimburse the Company promptly for any payments of such foregoing amounts, to the extent such amounts are related to the Employee's service to a member of the GE Group, upon the receipt of billing(s) for such amounts.

(b) GE Stock Options. All GE stock options that are vested and held by Employees as of the Benefits Transition Date will be exercisable in accordance with the terms of the GE 2007 Long-Term Incentive Plan applicable to dispositions (i.e., until the earlier of (i) the expiration date of the award and (ii) five (5) years from the Benefits Transition Date). All GE stock options that are unvested and held by Employees as of the Benefits Transition Date will

become fully vested on the Benefits Transition Date and will be exercisable in accordance with the terms of the GE 2007 Long-Term Incentive Plan applicable to dispositions (i.e., until the earlier of (i) the expiration date of the award and (ii) five (5) years from the Benefits Transition Date).

ARTICLE VI

ADDITIONAL COMPANY COVENANTS

Section 6.01. Termination of Participation in GE Plans Except as otherwise specifically provided in this Employee Matters Agreement, effective as of the Benefits Transition Date (or the India/Philippines Benefits Transition Date, if applicable), all Employees and their dependents will cease any participation in, and any benefit accrual under, each of the GE Plans; provided, however, that any Employee in the United States, Canada or Puerto Rico who, as of the Benefits Transition Date, has rights of employment on return from any leave or other absence will terminate participation in the GE Plans effective as of the close of business on the day before such Employee returns to active employment with the Company Group and no further benefits shall accrue under such GE Plans with respect to such Employee or any beneficiary thereof effective as of such return date.

Section 6.02. Terms and Conditions of Employment: Compensation For a period from the Closing Date until at least one (1) year (two (2) years for Employees in Canada) following the Benefits Transition Date, and subject to applicable Law (including, for avoidance of any doubt, supervisory or regulatory requirements imposed by a Bank Regulatory Agency), each Employee shall be entitled to receive while in the employ of the Company Group: (i) at least the same salary, wages, incentive compensation and bonus opportunities and (ii) at least the same (on an aggregate basis) other material terms and conditions of employment as were provided by the Company Group, or were otherwise applicable, to such Employee immediately prior to the Closing Date. The term “other material terms and conditions” in the preceding sentence is limited to practices which, if changed or eliminated, could reasonably give rise to a claim for monetary damages under applicable Law or contract.

Section 6.03. Terms and Conditions of Employment: Benefits

(a) Synchrony Plans Effective as of the Benefits Transition Date, the Company shall, or shall cause one of its Affiliates to, establish, adopt and maintain for a period of at least one (1) year (two (2) years for Employees in Canada) following the Benefits Transition Date, and subject to applicable Law (including, for avoidance of any doubt, supervisory or regulatory requirements imposed by a Bank Regulatory Agency), such employee benefits pursuant to plans, programs, policies and arrangements for the Employees that provide benefits to such Employees that have a comparable aggregate value to those benefits (excluding non-tax-qualified defined benefit pension plans, retiree medical plans, equity awards and the fringe benefits that apply to the Executive Band and above) provided to them pursuant to the GE Plans in effect immediately prior to the Benefits Transition Date (each such plan, program, policy and arrangement, a “Synchrony Plan”). For avoidance of any doubt, (i) no plan of the types described in Section 5.01 hereof shall be taken into account in determining whether the Synchrony Plans have a comparable aggregate value and (ii) the Company and its Affiliates shall not be obligated to maintain any defined benefit pension plan.

(b) Severance. Notwithstanding anything in this Employee Matters Agreement to the contrary, and subject to applicable Law (including, for avoidance of any doubt, supervisory or regulatory requirements imposed by a Bank Regulatory Agency), the Company shall, or shall cause one of its Affiliates to, provide severance benefits to any Employee who is laid off during the one-year period (two-year period for Employees in Canada) following the Benefits Transition Date that are at least as favorable as the severance benefits that would have been paid to such employee pursuant to the terms of the applicable GE or GECC broad-based severance plan as in effect immediately prior to the Benefits Transition Date, to be calculated, however, on the basis of the Employee's compensation and continuous service at the time of the layoff.

(c) Past Service Credit. All Employees shall be credited for service with the Company Group, GE, their respective Affiliates and their respective predecessors on and prior to the Benefits Transition Date under all Synchrony Plans and practices in which they become participants for purposes of eligibility, vesting or calculation of vacation, sick days, severance, layoff and similar benefits (excluding defined benefit pension benefit accruals) to the extent such service was credited under the corresponding GE Plan and practices.

(d) Group Health Plans. The Company shall, or shall cause one of its Affiliates to, cause the Synchrony Plans to waive any pre-existing conditions limitation and recognize expenses incurred by an Employee prior to the Benefits Transition Date for purposes of out-of-pocket maximums and deductibles with respect to the calendar year in which the Benefits Transition Date occurs; provided, however, that the Company receives all data reasonably necessary to allow the Company to satisfy its obligations under this Section 6.03(d).

(e) Vacation. Effective as of the Benefits Transition Date, the Company shall, or shall cause one of its Affiliates to, assume or retain all obligations of GE and its Affiliates for the accrued, unused vacation and paid time off (i.e., personal illness and personal business leave) of all Employees and shall reimburse GE or its Affiliates promptly for any accrued, unused vacation and paid time off required to be paid by GE or its Affiliates on or after the Benefits Transition Date to any Employee upon the receipt of periodic billings for such amounts. For a period from the Benefits Transition Date until at least three (3) years following the Benefits Transition Date, each Employee shall be entitled annually to at least the number of vacation days that such Employee was entitled to under the applicable vacation program of GE immediately prior to the Benefits Transition Date.

(f) India/Philippines International Employees. For purposes of this Section 6.03, with respect to International Employees in India and the Philippines, all references to the "Benefits Transition Date" shall be deemed to refer to the "India/Philippines Benefits Transition Date."

Section 6.04. U.S. Benefits.

(a) U.S. Retirement Plans. As of the Benefits Transition Date, Employees shall cease to accrue benefits, if any, under the GE Retirement Plans. Effective as of the Benefits Transition Date, GE shall take all necessary action, if any, to (i) effect such cessation of participation, and (ii) cause the Employees to be fully vested in any GE Retirement Plan (to the extent not then fully vested), except that with respect to the GE Supplementary Pension Plan and the GE Excess Benefit Plan, GE shall cause each Employee with at least ten (10) years of pension qualified service to be fully vested in such Employee's accrued benefits, if any, under the GE Supplementary Pension Plan and/or the GE Excess Benefit Plan. No assets or liabilities with respect to the GE Retirement Plans shall be transferred to the Company as a result of this Employee Matters Agreement. GE shall pay, or cause to be paid, directly to the Employees (including their surviving spouses and beneficiaries) any vested retirement benefits to which they are entitled under the GE Retirement Plans when eligible to receive such payments under the terms of such plans. The Company shall reimburse GE promptly for any payments of vested benefits made by GE or its applicable Affiliates under the GE Excess Benefit Plan and the GE Supplemental Pension Plan upon the receipt of periodic billings for such amounts.

(b) U.S. Post-Retirement Welfare Benefits. GE and its applicable Affiliates shall retain any obligations they may have to provide post-retirement welfare benefits in accordance with the terms of the GE Health Choice Plan and the GE Life, Disability and Medical Plan, as in effect from time to time, to all former Employees of the Company Group and their eligible dependents who are currently receiving such benefits as of the Benefits Transition Date. In addition, GE and its applicable Affiliates shall remain obligated to provide such coverage, consistent with the terms of the GE Health Choice Plan and the GE Life, Disability and Medical Plan as in effect from time to time, to all Employees and their eligible dependents who, as of the Benefits Transition Date, are participants in such plans and either (i) have completed twenty-five (25) years of continuous service or pension qualified service with the Company Group, its Affiliates and their respective predecessors or (ii) have attained at least sixty (60) years of age and have completed at least ten (10) years of continuous service, in either case upon such Employees' election to participate in the GE Health Choice Plan or the GE Life, Disability and Medical Plan. Such participation shall be under circumstances and at the applicable contribution levels entitling them to receive such benefits pursuant to the terms of the GE Health Choice Plan or the GE Life, Disability and Medical Plan, as applicable, as in effect from time to time. The Company shall reimburse GE promptly for any payments of post-retirement welfare benefits made by GE or its applicable Affiliates to the eligible Employees and their eligible dependents pursuant to such coverage upon the receipt of periodic billings for such amounts.

(c) COBRA. Following the Benefits Transition Date, the Company shall, or shall cause one of its Affiliates to, provide continuation health care coverage to all U.S. Employees and their qualified beneficiaries who incur or incurred a qualifying event in accordance with COBRA at any time with respect to claims incurred on or after the Benefits Transition Date.

(d) Flexible Spending Account Plan. With respect to any U.S. Employee who, immediately prior to the Benefits Transition Date, was a participant in a general purpose health flexible spending account plan and/or a dependent care flexible spending account plan, in

each case, maintained by GE or one of its Affiliates (collectively, the “GE FSA Plans”), the Company shall, or shall cause one of its Affiliates to, affect an FSA Transfer (as defined below) of the U.S. Employee’s account (if any) under the GE FSA Plans to the general purpose health flexible spending account plan and/or dependent care flexible spending account plan, as applicable, of the Company or one of its Affiliates. For purposes of this section, a “FSA Transfer” involves the Company or one of its Affiliates (i) effectuating the election of the U.S. Employee in effect under the applicable GE FSA Plans immediately prior to the Benefits Transition Date and (ii) assuming responsibility for administering and paying under the applicable plans of the Company or one of its Affiliates all eligible reimbursement claims of the U.S. Employee incurred in the calendar year in which the Benefits Transition Date occurs, whether such claims arose before, on or after the Benefits Transition Date. As soon as practicable following the Benefits Transition Date, GE shall cause to be transferred to the Company an amount in cash equal to (i) the sum of all contributions to the applicable GE FSA Plans made with respect to the calendar year in which the Benefits Transition Date occurs by or on behalf of the U.S. Employee prior to the Benefits Transition Date, reduced by (ii) the sum of all claims incurred by the U.S. Employee under the applicable GE FSA Plans in the calendar year in which the Benefits Transition Date occurs that are submitted for payment prior to the Benefits Transition Date.

(e) U.S. Other Welfare Benefits. Except as otherwise expressly provided in this Employee Matters Agreement, GE or one of its Affiliates shall retain responsibility under the GE Plans that are welfare benefit plans in which the Employees participate with respect to all amounts that are payable by reason of, or in connection with, any and all welfare benefit claims made by the Employees and their eligible dependents but only to the extent such claims were incurred prior to the Benefits Transition Date. However, the Company shall reimburse GE promptly for (i) (A) any payments of welfare benefits made by GE or one of its Affiliates on or after the Benefits Transition Date to eligible Employees and their eligible dependents pursuant to any self-insured GE Plans with respect to claims incurred prior to the Benefits Transition Date or (B) any payments of welfare benefits made by GE or one of its Affiliates on or after the Benefits Transition Date to eligible Employees who are inactive as of the Benefits Transition Date and their eligible dependents pursuant to any self-insured GE Plans with respect to claims incurred prior to such Employees’ return to active employment with the Company Group, and (ii) any payments of premiums made by GE or one of its Affiliates on behalf of eligible Employees who are inactive as of the Benefits Transition Date and their eligible dependents pursuant to any insured GE Plans with respect to coverage ending the day before such Employees’ return to active employment with the Company Group, in each case upon the receipt of periodic billings for such amounts. The Company and its Affiliates shall be otherwise responsible for welfare benefit claims made by the Employees and their eligible dependents to the extent such claims were incurred on or after the Benefits Transition Date.

Section 6.05. International Benefits

(a) International Employees. In the case of the International Employees, the Company shall, and shall cause its Affiliates to, comply with any applicable foreign Law governing the terms and conditions of their employment, employment practices or severance of employment.

(b) Continuation of International Company Plans. If an employee benefit plan, program, policy or arrangement is subject to the Laws of a country other than the United States (an “International Plan”) and covers only International Employees, the Company shall, or shall cause one of its Affiliates to, assume or continue, as the case may be, sponsorship over and assumption of all obligations with respect to such International Plan as of the Benefits Transition Date.

(c) International Retirement Plans. To the extent that any International Plan sponsored by GE or its Affiliate (other than a member of the Company Group) is a funded defined benefit or defined contribution pension plan with assets residing in a trust or other funding vehicle, GE shall retain all assets and liabilities with respect to such Employees and their eligible dependents and beneficiaries. To the extent that any International Plan sponsored by GE or its Affiliates is a defined benefit or defined contribution plan that has no assets set aside in a trust or other funding vehicle to fund the plan, the Company shall assume or shall cause its Affiliates to assume all liabilities with respect to such Employees and their eligible dependents and beneficiaries.

(d) Reimbursement for Severance Payments. In the event that any severance or similar payment is triggered to an International Employee under a GE Plan due to the Company’s failure to satisfy its obligations under this Employee Matters Agreement or applicable Law, then the Company shall reimburse GE promptly for any payments of such foregoing amounts upon the receipt of billing(s) for such amounts.

Section 6.06. No Guarantee of Continued Employment. Neither the Company nor any of its Affiliates shall be obligated to continue to employ any Employee for any specific period of time, subject to applicable Law.

Section 6.07. Claims Assistance. The Company shall, and shall cause each member of the Company Group to, cause Employees to provide such assistance to GE and its Affiliates as may be required in respect of claims against GE or its Affiliates, whether asserted or threatened, to the extent that, in GE’s opinion, (a) an Employee has knowledge of relevant facts or issues, or (b) an Employee’s assistance is reasonably necessary in respect of any such claim. GE shall, and shall cause each member of the GE Group to, cause its employees to provide such assistance to the Company and its Affiliates as may be required in respect of claims against the Company or its Affiliates, whether asserted or threatened, to the extent that, in the Company’s opinion, (a) an employee of GE or the GE Group has knowledge of relevant facts or issues, or (b) the assistance of an employee of GE or the GE Group is reasonably necessary in respect of any such claim.

ARTICLE VII

PERFORMANCE AND COOPERATION

Section 7.01. Level of Performance. In performing its obligations under this Employee Matters Agreement, each of GE and the Company agrees that it and its respective Affiliates, as applicable, shall in good faith exercise the same standard of care as each has used to perform such services for its own account and for its other employees, except as mutually agreed to in writing by GE and the Company.

Section 7.02. Delivery of Information; Cooperation Between the Parties GE and the Company shall, and shall cause their respective Affiliates to, provide each other with all such information and materials reasonably necessary to effect GE's and the Company's prompt and complete performance of their duties and obligations under this Employee Matters Agreement and the GE Plans. The parties agree that they shall cooperate with each other and shall act in such a manner as to promote the prompt and efficient completion of the obligations hereunder.

ARTICLE VIII

NON-HIRE; NON-SOLICITATION

Section 8.01. Non-Hire and Non-Solicitation by the Company Group. No member of the Company Group will either directly or indirectly, on its own behalf or in the service of or on behalf of others, hire, or attempt to hire or induce or attempt to induce to leave the employ of any member of the GE Group:

(a) through the Trigger Date,

(i) without the approval of GE, any employee of any member of the GE Group who

(A) occupies (or occupied) a position assigned to the Executive Band or above,

(B) in any capacity on or after the date that is one (1) year before the Closing Date, worked on matters supporting or relating to the Company, provided services to the Company, had supervisory responsibility over the Company or otherwise had significant interaction with or oversight over the Company or aspects of the Company's business, it being understood that all risk and regulatory personnel at GECC in the U.S. and Canada are included in this group (a "Company-Facing Position"); or

(C) worked on the transition support team or provided transition support services to the Company (a "Company Transition Position");

(ii) without first consulting with GE, any other employee of any member of the GE Group;

(b) through the eighteen (18) month anniversary of the Trigger Date, without the approval of GE, any employee of any member of the GE Group who occupies (or occupied) a position assigned to the Senior Professional Band or higher with GE and, in any capacity on or after the date that is one (1) year before the Closing Date, held a Company-Facing Position or a Company Transition Position; and

(c) through the twelve (12) month anniversary of the Trigger Date, without the approval of GE, any employee of any member of the GE Group who occupies (or occupied) a position assigned to the Leadership Professional Band or lower with GE and, in any capacity on or after the date that is one (1) year before the Closing Date, held a Company-Facing Position or a Company Transition Position.

Section 8.02. Non-Hire and Non-Solicitation by the GE Group. No member of the GE Group will either directly or indirectly, on its own behalf or in the service of or on behalf of others, hire, or attempt to hire or induce or attempt to induce to leave the employ of any member of the Company Group:

(a) through the Trigger Date, without the approval of the Company, any employee of a member of the Company Group;

(b) through the eighteen (18) month anniversary of the Trigger Date, without the approval of the Company, any employee of a member of the Company Group who occupies (or occupied) a position assigned to the Senior Professional Band or higher with GE or the Company; and

(c) through the twelve (12) month anniversary of the Trigger Date, without the approval of the Company, any employee of a member of the Company Group who occupies (or occupied) an IT, regulatory, risk or finance position assigned to the Leadership Professional Band with GE or the Company.

Section 8.03. Former Employees. For purposes of Sections 8.01 and 8.02, a person shall be considered an employee of a member of the Company Group or a member of the GE Group if he or she was employed by such an entity on November 15, 2013 or later (including, in the case of a former employee of any member of the GE Group, if his or her employment was transferred to another member of the GE Group after November 15, 2013), provided that Sections 8.01 and 8.02 shall cease to apply to any individual (i) whose employment was involuntary terminated by such group, immediately upon such termination, or (ii) who voluntarily terminated employment with such group, from and after the twelve (12) month anniversary of such termination.

Section 8.04. General Solicitations. Notwithstanding the limitations in Sections 8.01 and 8.02, no member of the GE Group or the Company Group shall be prohibited from placing public advertisements or conducting any other form of general solicitation that is not specifically targeted towards the employees covered by Sections 8.01 and 8.02, including, but not limited to, the use of an independent employment agency or search firm whose efforts are not specifically directed at such an employee.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Headings. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employee Matters Agreement.

Section 9.02. Counterparts. This Employee Matters Agreement may be executed in one or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Employee Matters Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of any such Employee Matters Agreement.

Section 9.03. Assignment; No Third-Party Beneficiaries. This Employee Matters Agreement shall not be assigned by any party hereto without the prior written consent of the other parties hereto. This Employee Matters Agreement is for the sole benefit of the parties to this Employee Matters Agreement and their permitted successors and assigns and nothing in this Employee Matters Agreement, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Employee Matters Agreement.

Section 9.04. Amendment. No provision of this Employee Matters Agreement may be amended or modified except by a written instrument signed by all the parties to such agreement. No waiver by any party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provision of this Employee Matters Agreement shall not operate or be construed as a waiver of any other subsequent breach.

Section 9.05. Severability. If any term or other provision of this Employee Matters Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Employee Matters Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Employee Matters Agreement shall negotiate in good faith to modify this Employee Matters Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Employee Matters Agreement be consummated as originally contemplated to the greatest extent possible.

Section 9.06. Entire Agreement.

(a) Except as otherwise expressly provided in this Employee Matters Agreement, this Employee Matters Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Employee Matters Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the parties hereto with respect to the subject matter of this Employee Matters Agreement.

(b) In addition to the responsibilities and obligations set forth herein the parties to the Transition Services Agreement shall have certain other employment-related responsibilities and obligations as set forth therein.

Section 9.07. Coordination with Master Agreement. The following articles and sections from the Master Agreement are hereby incorporated by reference as if fully set forth herein: Section 7.2 (Confidentiality); Section 7.4 (Allocation of Costs and Expenses); Article IX (Dispute Resolution); 10.2 (Governing Law); Section 10.4 (Force Majeure); and Section 10.5 (Notices).

IN WITNESS WHEREOF, each of the parties hereto has caused this Employee Matters Agreement to be signed as of the date first above written.

GENERAL ELECTRIC COMPANY

By: /s/ Keith Sherin
Name: Keith Sherin
Title: Vice Chairman

GENERAL ELECTRIC CAPITAL CORPORATION

By: /s/ Robert Green
Name: Robert Green
Title: Chief Financial Officer

SYNCHRONY FINANCIAL

By: /s/ Jonathan Mothner
Name: Jonathan Mothner
Title: Executive Vice President, General Counsel and Secretary

TRANSITIONAL TRADEMARK LICENSE AGREEMENT

THIS TRANSITIONAL TRADEMARK LICENSE AGREEMENT (this "Agreement"), dated as of August 5, 2014 (the "Effective Date"), is made and entered into by and between GE Capital Registry, Inc. ("Licensor") and Synchrony Financial ("Company").

WHEREAS, General Electric Company ("GE"), General Electric Capital Corporation ("GECC") and Company previously entered into that certain Master Agreement, dated July 30, 2014 (as amended, modified or supplemented from time to time in accordance with its terms, the "Master Agreement");

WHEREAS, the Master Agreement requires the execution and delivery of this Agreement by the Parties as of the Effective Date;

WHEREAS, GE, the parent of Licensor, owns the Licensed Marks (as defined below) and holds registrations thereof in various countries of the world for various products and services, and has granted Licensor the right to sublicense the Licensed Marks;

WHEREAS, Licensor has the right to grant the licenses granted in this Agreement to Licensee (as defined below);

WHEREAS, the Licensed Marks constitute valuable rights owned and used by GE in conducting its and its Affiliates' business and designating the origin or sponsorship of its and its Affiliates' distinctive products and services;

WHEREAS, Licensor desires to enhance and protect the goodwill of the Licensed Marks and to preserve GE's and its Affiliates' right to label products with and associate services with the Licensed Marks so as to avoid consumer confusion;

WHEREAS, Licensee and Licensor agree that certain rules regarding Licensee's use of the Licensed Marks are necessary to enhance and protect the goodwill of the Licensed Marks, and to ensure that Licensor's rights in the Licensed Marks are preserved; and

WHEREAS, in connection with the transactions contemplated by the Master Agreement, Licensor desires to grant to Licensee a license to use the Licensed Marks in accordance with the terms, and subject to the conditions, set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Licensor and Company, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Master Agreement. The following capitalized terms as used in this Agreement have the meanings set forth in this Article 1:

A. “Commercialize” means (i) with respect to products, to develop, design, offer, distribute, sell and/or otherwise commercialize and (ii) with respect to services, to perform, offer, distribute, render, sell and/or otherwise commercialize.

B. “Licensed Marks” means and is limited to (i) the Specified GE Marks and (ii) the Licensed Tagline.

C. “Licensed Tagline” means the phrase “Built from GE Heritage”, but only all of the words “Built from GE Heritage” used in that order.

D. “Licensee” means collectively Company and the Permitted Sublicensees/Assignees.

E. “License Territory” means the jurisdictions set forth on Exhibit B attached hereto.

F. “New Products and Services” means all products and services not being actively Commercialized as of the Effective Date that are first Commercialized by Licensee within six (6) months after the Effective Date utilizing the Licensed Marks and (i) are of a quality that is equal to or better than the Products and Services offered by GECC and its Affiliates (including Company and its Subsidiaries) in the conduct of the Company Business prior to the Effective Date, (ii) are intended for the same or substantially similar purpose and application as such Products and Services, and (iii) are not any of the Products and Services listed in Exhibit C attached hereto; provided that, to the extent such products or services are not natural extensions of Products and Services, such products and services shall be approved by the Company Board.

G. “Party” means Licensor and Company individually, and “Parties” means Licensor and Company collectively.

H. “Permitted Assignees” means Company’s direct and indirect wholly-owned Subsidiaries to which this Agreement has been assigned under Section 9.A.

I. “Permitted Sublicensees” means Company’s direct and indirect wholly-owned Subsidiaries which have been granted a sublicense under Section 2.C.

J. “Permitted Sublicensees/Assignees” means Permitted Sublicensees and/or Permitted Assignees, as the context requires.

K. “Products” and “Services” mean, respectively, (i) products and services Commercialized prior to the Effective Date by GECC and its Affiliates (including Company and its Subsidiaries) in the conduct of the Company Business, (ii) products and services listed in Exhibit C attached hereto, and (iii) New Products and Services subject to the approval of Licensor as set forth in Section 3.A.

L. “Specified GE Marks” means the Marks listed and referenced in Exhibit A attached hereto alone and in such combinations with other words, phrases and logos that are (a) in use by GECC and its Affiliates in the conduct of the Company Business as of the Effective Date and (b) in conformance with the Usage Guidelines (unless otherwise approved in writing by Licensor).

M. “Standards of Quality” means at least the same high standards of quality, appearance, service and other standards that are observed immediately prior to the Effective Date by GECC and its Affiliates in the Commercialization, advertising, marketing and promotion of Products sold and Services rendered immediately prior to or as of the Effective Date, provided that the foregoing standards shall be no less than the standards that Licensee observes in its Commercialization, advertising, marketing and promotion from time to time of any products and services similar to the Products and Services.

N. “Transitional Services Agreement” means that certain Transitional Services Agreement entered into by and between GECC and the Company, dated August 5, 2014 (as amended, modified or supplemented from time to time).

O. “Trigger Date” means the first date on which members of the GE Group cease to beneficially own (excluding for such purposes shares of Company Common Stock beneficially owned by GE but not for its own account, including (in such exclusion) beneficial ownership which arises by virtue of some entity that is an Affiliate of GE being a sponsor of or advisor to a mutual or similar fund that beneficially owns shares of Company Common Stock) more than fifty percent (50%) of the outstanding Company Common Stock.

P. “Usage Guidelines” means Licensor’s guidelines for use of the Licensed Marks as may be provided and amended from time to time by Licensor in its sole discretion, including the General Electric Company’s Brand Identity Guidelines (www.gebrandcentral.com/brand/design_library/); provided, however, that such guidelines shall not be more onerous than those which apply to use of the Licensed Marks by GE and its Affiliates in connection with products or services that are similar to the Products and Services.

2. LICENSE GRANT

A. Grants.

1. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Company a worldwide, non-exclusive, non-transferable, non-assignable (other than to Permitted Assignees as expressly provided in Section 9.A), royalty-free, fully paid up license, with no right to sublicense (other than to Permitted Sublicensees as expressly provided in Section 2.C), for a period not to exceed the Term, or such longer time periods as set forth in Exhibit D corresponding to each item thereon (each, a “Maximum License Term”), and only in the License Territory to use the Specified GE Marks only in connection with Products and Services Commercialized by Company and its Permitted Sublicensees/Assignees in the form in which such Specified GE Marks were applied to such materials prior to the Effective Date; provided, however, that Company shall use reasonable efforts to cease and discontinue use of such Specified GE Marks as soon as practicable after the Effective Date; and provided, further, that in each case, all such Specified GE Marks shall be removed from such applicable items following the end of the applicable Maximum License Term (except to identify Products and Services bearing such Licensed Marks, in which case such identification may be made through the Term subject to the terms and conditions of this Agreement). All such use shall be in strict accordance with the Standards of Quality and otherwise in accordance with the terms and conditions of this Agreement.

2. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Company a worldwide, non-exclusive, non-transferable, non-assignable (other than to Permitted Assignees as expressly provided in [Section 9.A](#)), royalty-free, fully paid up license, with no right to sublicense (other than to Permitted Sublicensees as expressly provided in [Section 2.C](#)), for a period not to exceed three (3) years after the Trigger Date and only in the License Territory to use, subject to Licensor's prior written approval prior to each type of use (which approval process is described in [Section 2.B](#) below), the Licensed Tagline in connection with (i) the Products and Services Commercialized by Company and its Permitted Sublicensees/Assignees or (ii) the general promotion of the Company Business, in each case in strict accordance with the Standards of Quality and otherwise in accordance with the terms and conditions of this Agreement.

B. License Limitations: Approval Process. The foregoing license to use (i) the Specified GE Marks is limited to use on or in connection with the Products or Services only (including any advertising, display, promotional copy, and other associated materials bearing such Licensed Marks that are in the form used prior to the Effective Date or otherwise approved in advance of their use by Licensor (which approval process is described below)) and (ii) the Licensed Tagline is limited to use on or in connection with the Products or Services or in the general promotion of the Company Business only. Company shall not, and shall cause its Subsidiaries not to, except as specifically permitted in this Agreement or approved in advance by Licensor, use the Licensed Marks or give consent to the use of the Licensed Marks to any other Person in any manner. In connection with any proposed use of the Specified GE Marks or Licensed Tagline that requires Licensor's prior approval pursuant to the foregoing [Section 2.A.2](#) or subpart (i) of this Section, Licensee shall provide Licensor with prior written notice of such proposed use and Licensor shall thereafter have thirty (30) days to approve or reject such use. If Licensor fails to respond within that thirty (30) day period, Licensee may send Licensor a reminder notice in writing (with a copy to Weil, Gotshal & Manges LLP as set forth in [Section 9.D](#)) and, if Licensor fails to respond to such reminder notice within thirty (30) days of receiving such reminder notice, such submission shall be deemed approved by Licensor. If Licensor rejects any such proposed use, the Licensed Marks and any materials bearing the Licensed Marks may not be used or disseminated unless the Licensed Marks are entirely removed therefrom.

C. Permitted Sublicenses. Company may grant sublicenses of the rights and licenses granted under [Sections 2.A.1](#) and [2.A.2](#) to a direct or indirect wholly-owned Subsidiary, which Subsidiary has executed an agreement to be bound by all obligations of Company and/or Licensee under this Agreement relating to such right and license and providing Licensor standing to enforce the terms and conditions of this Agreement without joinder of Company. Company shall promptly provide a copy of such agreement to Licensor. Company shall cause the Permitted Sublicensees to comply with the terms and conditions of this Agreement.

D. Reservation of Rights. Any rights not granted to Licensee in this Agreement are specifically reserved by and for Licensor, GE and their Affiliates. Except as expressly provided in [Sections 2.A](#), [2.B](#) and [2.C](#), no licenses or other rights are implied or granted by estoppel or otherwise. Company hereby accepts, and shall cause its Permitted Sublicensees/Assignees to accept, this grant of license subject to the terms and conditions set forth in this Agreement.

3. NEW PRODUCTS AND SERVICES

A. The grant of a license to use the Licensed Marks in connection with all New Products and Services is subject to the advance written approval of Licensor as to quality, purpose, and application, such approval not to be unreasonably withheld if such New Products and Services meet the Standards of Quality. For the avoidance of doubt, nothing in this Agreement shall be construed as requiring approval by Licensor of Licensee's Commercialization of products or services that do not utilize the Licensed Marks.

B. Licensee shall submit representative samples of all New Products and Services to Licensor at the address specified in Section 9.D or such other address as specified by Licensor. Licensor shall thereafter have thirty (30) days to approve or reject each such New Product or Service. If Licensor fails to respond within such thirty (30) day period, Licensee may remind Licensor in writing and, if Licensor fails to respond to such reminder within ten (10) days of receiving such reminder, such submission shall be deemed disapproved by Licensor. No New Product or Service may be sold under or in connection with a Licensed Mark prior to receipt of written approval from Licensor.

C. On the date that is six (6) months after the Effective Date, Licensee shall provide to Licensor a complete and accurate list of all New Products and Services existing as of such date in accordance with this Agreement.

4. EXAMINATION OF PRODUCTS AND SERVICES

A. Licensor shall have the right to supervise and control the use of the Licensed Marks by Licensee with respect to the nature and quality of the Products and Services Commercialized by Licensee and the materials used to advertise, market and promote such Products and Services for the purpose of protecting and maintaining the goodwill associated with the Licensed Marks and the reputation of Licensor, GE and their Affiliates. The Steering Committee (as defined in the Transitional Services Agreement) shall monitor the progress of Licensee in ceasing use of the Licensed Marks by Licensee pursuant to the time periods for each media set forth in Exhibit D hereto, as if each media of use in Exhibit D were a Transitional Arrangement (as defined in the Transitional Services Agreement). All Products and Services (including New Products and Services and all such materials using the Licensed Marks) shall meet all requirements as set forth in Articles 2 and 3 herein and shall comply with all applicable Laws (collectively, the "Applicable Standards"). For the avoidance of doubt, nothing in this Section 4.A shall be construed as providing the Licensor with authority over any aspect of the Products and Services other than the use of the Licensed Marks in connection with the Products and Services.

B. Licensor shall have the right to obtain from Licensee, at any time during the Term upon reasonable notice, reasonable information as to the nature and quality of the Products and Services and advertising, marketing and promotional materials therefor using the Licensed Marks and the manner in which the Licensed Marks are used in connection with the Products, Services or such materials.

C. If Licensor notifies Licensee that it has a bona fide belief that the Products or Services or the use of the Licensed Marks are not in conformance with the requirements of this Agreement: (i) Licensor and its authorized representatives shall, upon reasonable notice to Licensee, have the right to visit the offices and facilities of Licensee where Products, Services or such materials using the Licensed Marks are Commercialized, advertised, marketed, or promoted in order to conduct a reasonable inspection and examination of such offices and facilities solely for the purpose of determining compliance with this Agreement, provided that the right to have such visits, inspections and examinations shall be exercised in such manner and at such times so as not to interfere unreasonably with the business or operations of the Licensee; (ii) upon Licensor's reasonable request, Licensee shall furnish Licensor representative samples of all Products to which the Licensed Marks are affixed and representative samples showing all other uses of the Licensed Marks by Licensee; and (iii) upon Licensor's reasonable request, and upon reasonable notice, Licensee shall permit Licensor to promptly examine and audit documents, books and records pertaining specifically to the Commercialization, servicing, quality, performance, and other characteristics of Products and Services as Licensor may reasonably require to verify that all Products and Services using the Licensed Marks and all advertising, marketing and promotional materials therefor meet the Standards of Quality and that Licensee's use of the Licensed Marks complies with Licensee's obligations under this Agreement. In conducting any such inspection or audit under this Section 4.C, Licensor shall take all steps reasonably required by Licensee to minimize disruption to Licensee's business and to avoid disclosure of Licensee's confidential and proprietary information and materials, including executing reasonable nondisclosure agreements, provided that such steps and agreements shall not prevent Licensor from pursuing any claims that it may have in connection with this Agreement. Licensee shall submit representative samples of all marketing, advertising and promotional material not in use as of the Effective Date incorporating the Licensed Marks ("New Promotional Materials") (including packaging for Products) to Licensor at the address specified in Section 9.D or such other address as specified by Licensor. Licensor shall thereafter have thirty (30) days to approve or reject each such New Promotional Material; provided that Licensor shall only reject such New Promotional Material if Licensor reasonably believes that such New Promotional Material does not comply with this Agreement and the Standards of Quality. If Licensor fails to respond within that thirty (30) day period, Licensee may send Licensor a reminder notice in writing (with a copy to Weil, Gotshal & Manges LLP as set forth in Section 9.D) and, if Licensor fails to respond to such reminder notice within thirty (30) days of receiving such reminder, such submission shall be deemed approved by Licensor. If Licensor rejects any such proposed use, such New Promotional Material may not be used or disseminated unless the Licensed Marks are entirely removed therefrom.

D. Licensee may display, advertise and/or sell the Products and Services on or in connection with the World Wide Web or other Internet-based services (collectively, the "Internet") provided that Licensee strictly adheres to the terms of this Agreement, including the following conditions: (i) the Licensed Marks shall neither be used in the domain name of Licensee's website(s) nor as part (nor whole) of the URL(s) relating to Licensee's website(s) or any other website(s) controlled by Licensee, unless specifically approved by Licensor in its sole discretion and (ii) Licensee shall not link from web pages featuring the Licensed Marks and/or the Products and Services to any website owned by the GE or its Affiliates, unless Licensee has obtained written approval from Licensor for use of such link.

E. If, at any time, the Commercialization, advertising, marketing, promotion, servicing, quality or performance of any Products or Services fail, in the reasonable opinion of Licensor, to conform to the Standards of Quality or any other requirement of this Agreement, and Licensor notifies Licensee using the Licensed Marks of such failure, Licensee shall take all necessary steps to bring such Products and Services into conformance with the Standards of Quality and other requirements of this Agreement. If Licensee fails to cure any such non-conformity within thirty (30) days of such notice of nonconformity, then, without prejudice to Licensor's right to terminate the Agreement pursuant to Section 7.B, Licensee shall use its best efforts to promptly cease Commercializing, advertising, marketing, promoting, and servicing such non-conforming Products and Services and/or advertising, marketing and promotional materials in connection with the Licensed Marks. Licensee acknowledges that any use of the Licensed Marks during a suspension period in contravention of this Section 4.E shall be deemed unauthorized and infringing.

5. USE OF LICENSED MARKS

A. Under the license and rights granted herein, Licensee is authorized to use the Licensed Marks only as provided in Article 2.

B. Licensee shall comply with the Usage Guidelines with respect to the appearance and manner of use of the Licensed Marks. In using the Licensed Marks, Licensee shall indicate that the Licensed Marks are registered trademarks of GE. Any use of the Licensed Marks not specifically provided for by the Usage Guidelines (including any uses not contemplated by the Usage Guidelines, any uses in contravention of the Usage Guidelines and any clarifications of the Usage Guidelines) shall be adopted by Licensee only upon prior written approval by Licensor.

C. Without limiting Section 5.B, all use of the Licensed Marks by Licensee hereunder shall be in accordance in all respects with the provisions of this Agreement, and with the Usage Guidelines. Licensee shall not: (i) unless otherwise approved in writing by Licensor in advance of such use, alter the Licensed Marks in any manner, including proportions, colors, elements, or otherwise; or animate, morph or otherwise distort its perspective or two-dimensional appearance; or alter any proprietary indicators, such as "TM," or ®, which appear with the Licensed Marks; (ii) use the Licensed Marks in any manner that (a) disparages GE or its Affiliates, or their products or services, (b) infringes Licensor's, GE's or their Affiliates' Intellectual Property rights, or (c) violates any applicable Laws; (iii) use the Licensed Marks in any manner that implies sponsorship or endorsement of Licensee or its products and services by Licensor, GE or their Affiliates; (iv) use the Licensed Marks as a feature or design element of or alongside or in conjunction with any other logo or any other company's name and/or Mark other than as permitted with respect to the Licensed Tagline in the form agreed upon in advance of any such use by Licensor in writing; (v) intentionally or negligently (a) commit or cause to be committed any illegal or unethical acts or (b) engage in any conduct that disparages, disputes, attacks, challenges, impairs, dilutes or is likely to harm the reputation or goodwill associated with Licensor, GE or any of their Affiliates, or their products or services, or the Licensed Marks or the rights of Licensor, GE and their Affiliates therein; or (vi) use the Licensed Marks in connection with any Licensed Products or Services or advertising, marketing, promotional or other materials that infringe, misappropriate or violate any Intellectual Property of any third party.

D. Licensee shall comply with all applicable Laws pertaining to the Licensed Marks, including those pertaining to the proper use and designation of Licensed Marks and pertaining to the Commercialization, advertising, marketing and promotion of Products and Services.

E. Licensee shall use its reasonable best efforts (taking into consideration among other things any adverse impact or consequences that might arise from Licensee's continued use of the Licensed Marks) to cease use of the Licensed Marks upon notice from Licensor to Licensee that, in the good faith opinion of Licensor, such use of the Licensed Marks might result in any trademark liability on the part of either Licensor, GE or their Affiliates or Licensee or a challenge to any of the Licensed Marks. Licensee shall comply fully and promptly with all guidelines provided to Licensee from time to time by Licensor for the purpose of distinguishing the Licensor's Marks and preventing confusion of itself and another entity.

F. Licensee shall supply Licensor with such information as Licensor may reasonably request in order for Licensor to acquire, maintain and renew registrations of the Licensed Marks, to record this Agreement, to enter Licensee as a registered or authorized users of the Licensed Marks or for any purpose reasonably related to Licensor's maintenance and protection of the Licensed Marks (including information concerning sales and other dispositions of Products and Services that are required in connection with the foregoing). Licensee shall fully cooperate with Licensor's reasonable requests in the execution, filing, and prosecution of any registration of a Mark or copyright relating to the Licensed Marks that Licensor may desire to obtain. For the foregoing purpose, Licensee shall supply to Licensor such samples, labels, letterheads and other similar materials bearing the Licensed Marks as may be reasonably required by Licensor.

G. Licensor and GE retain the sole right to protect at their sole discretion the Licensed Marks, including deciding whether and how to file and prosecute applications to register the Licensed Marks, whether to abandon such applications or registrations, and whether to discontinue payment of any maintenance or renewal fees with respect to any such registrations. Notwithstanding anything to the contrary in Article 2, Licensee will not use the Licensed Marks, nor may any particular Product or Service be Commercialized, marketed, advertised, or promoted (i) in any jurisdiction where the Licensed Marks have not been registered in the relevant Mark class(es) for Products and Services, until an appropriate Mark search has been conducted and an application to register the particular Licensed Mark in the relevant Mark class(es) for Products and Services has been filed in such jurisdiction, or Licensor determines in good faith on the advice of its trademark counsel that (a) it would be preferable not to seek to register such Licensed Mark in such jurisdiction but that there is no material impediment to the use of such Licensed Mark therein or (b) use of such Licensed Mark without registration is not likely to adversely affect Licensor's rights in and to such Licensed Mark in such jurisdiction, and (ii) in a jurisdiction where entry of Licensee as a registered or authorized users is required by Law, prior to the execution of an appropriate registered user agreement or similar agreement and the filing thereof with the appropriate governmental agency. In the event that Licensee desires to Commercialize, market, advertise or promote any Product or Service under a Licensed Mark in any jurisdiction where such Licensed Mark has not been registered in the relevant Mark class(es), Licensee shall provide prior written notice thereof to Licensor and

Licensee shall pay all reasonable, preapproved, documented costs for the Mark search and for any application to register such Licensed Mark in such jurisdiction. Not in limitation of the foregoing or Licensor's rights hereunder (including pursuant to Articles 7 and 8), in the event that Licensor determines that Licensee is using the Licensed Marks in a jurisdiction where such Licensed Marks are not registered in the appropriate Mark class(es) for Products and Services, Licensor at its sole discretion shall have the option to require such registration at Licensee's expense. GE will own all right, title and interest in and to any and all registrations and applications for registration of the Licensed Marks, whether filed before or after the Effective Date.

H. Other than with the prior written consent of Licensor, to be granted or withheld in Licensor's sole discretion, Licensee shall not enter into any agreements relating to the placement of paid listings for "keyword" or similar Website searches that consist of any of the Licensed Marks either alone or in combination with other words or phrases. Upon expiration or termination of this Agreement, Licensee shall assign any agreements relating to the placement of listings in response to Website search terms and keywords that include the Licensed Marks to Licensor, unless such agreements by their own terms are non-assignable, in which case Licensee shall terminate such agreements.

6. OWNERSHIP AND VALIDITY OF LICENSED MARKS

A. Licensee admits the validity, and GE's ownership, of the Licensed Marks and agrees that any and all goodwill, rights or interests that might be acquired by the use of the Licensed Marks by Licensee shall inure to the sole benefit of GE. If Licensee obtains rights or interests in the Licensed Marks, Licensee hereby transfers, and shall execute upon request by Licensor any additional documents or instruments necessary or desirable to transfer, those rights or interests to GE and its Affiliates. Licensee admits and agrees that, as between the Licensor and Licensee, Licensee has been extended only a mere permissive right to use the Licensed Marks as provided in this Agreement which is not coupled with any ownership interest.

B. Licensee agrees not to: (i) use or register in any jurisdiction any Marks confusingly similar to, or consisting in whole or in part of, the Licensed Marks, (ii) register the Licensed Marks in any jurisdiction, without in each case the express prior written consent of Licensor, or (iii) use the Licensed Marks in any trade name, service name, corporate name or designation including any of the Licensed Marks. Whenever Licensee becomes aware of any reasonable likelihood of confusion or risk thereof between a Mark used by Licensee and a Licensed Mark, Licensee shall take appropriate steps to promptly remedy or avoid such confusion or risk of confusion.

C. Licensee shall give Licensor notice promptly of any known or presumed infringements or other violations of the Licensed Marks of which it becomes aware. Licensee shall render to Licensor full and prompt cooperation (and, subject to Article 5, at Licensor's expense) for the enforcement and protection of the Licensed Marks. Licensor shall retain all rights to bring all actions and proceedings in connection with infringement or other violations of the Licensed Marks at its sole discretion. If Licensor decides to enforce the Licensed Marks against an infringer, all costs incurred and recoveries made shall be for the account of Licensor.

D. Licensee will not at any time during the Term, and any time thereafter for as long as Licensor, GE or any of their Affiliates shall own any rights in the Licensed Marks, willingly do or cause to be done any act or thing disparaging, disputing, attacking, challenging, impairing, diluting, or in any way tending to harm the reputation or goodwill associated with Licensor, GE, GECC, or their Affiliates or any of the Licensed Marks.

E. Licensee has no right, and shall not represent that it has any right, to bind or obligate Licensor in any way.

7. TERM AND TERMINATION

A. Unless sooner terminated pursuant to any provision of this Article 7, and subject to the survival of certain provisions as set forth in Section 7.G, the term of this Agreement shall commence on the Effective Date and continue until the Trigger Date (“Term”).

B. In the event that Company or any of its Permitted Sublicensees/Assignees breach in any material respect any representation, warranty or covenant of this Agreement, and Licensor gives Company written notice of such breach (which notice shall provide a description of the breach that is reasonable under the circumstances), Company and any such Permitted Sublicensee/Assignee shall have thirty (30) days from its receipt of such notice to remedy such breach. If such breach is not remedied within such thirty (30) day period, Licensor shall have the right to terminate this Agreement, in whole or in part, at any time thereafter by giving Company notice of such termination.

C. This Agreement shall automatically terminate upon notice to Company (i) in its entirety upon any of the following events with respect to Company and (ii) with respect to any Permitted Sublicensee/Assignee, upon any of the following events with respect to such Permitted Sublicensee/Assignee:

1. any merger or consolidation of Company or such Permitted Sublicensee/Assignee with a third party that is not an Affiliate of Licensee;

2. the sale of all or substantially all of the assets of Company or such Permitted Sublicensee/Assignee to a third party that is not an Affiliate of Licensee; or

3. a change of control of Company or such Permitted Sublicensee/Assignee whereby any third party that is not an Affiliate of Licensee acquires fifty percent (50%) or more of the outstanding voting securities of Company or such Permitted Sublicensee/Assignee or the power, directly or indirectly, to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of Company or such Permitted Sublicensee/Assignee.

D. In the event of any termination in connection with any such merger, consolidation, sale, or change of control, Licensee may submit to Licensor a written request to continue its then-current use of the Licensed Marks for a transition period (which in each case shall not be longer than the applicable Maximum License Term), which period will be subject to Licensor’s prior written approval, which approval will not be unreasonably withheld.

E. This Agreement shall automatically terminate with respect to Company or a Permitted Sublicensee/Assignee without notice to Licensee by Licensor in the event that Company or such Permitted Sublicensee/Assignee commences, or has commenced against it, proceedings under bankruptcy, insolvency or debtor's relief laws or similar laws in any other jurisdiction, which proceedings are not dismissed within sixty (60) days; Company or such Permitted Sublicensee/Assignee makes a general assignment for the benefit of its creditors; or Company or such Permitted Sublicensee/Assignee ceases operations or is liquidated or dissolved.

F. Upon any expiration or termination of this Agreement, Licensee shall cease and completely discontinue use of the Licensed Marks other than as provided in: (i) Section 2.A.1 with respect to the Specified GE Marks solely as to the items for the applicable Maximum License Terms that extend beyond the Term; and (ii) Section 2.A.2 with respect to the Licensed Tagline for the remainder of the period set forth therein.

G. The following provisions of this Agreement shall survive any termination or expiration of this Agreement: (i) the licenses granted pursuant to Sections 2.A.1 (solely for the applicable Maximum License Term for such items in Exhibit D that are intended to survive the Term) and Section 2.A.2 (only for the time period set forth therein); (ii) all other terms and conditions of this Agreement applicable to such license grants; and (iii) Sections 6.A, 6.B and 6.D and Articles 8 and 9. Subject to the preceding sentence and except as expressly provided otherwise herein, upon termination or expiration of this Agreement, all licenses granted to Licensee herein shall immediately terminate.

8. INDEMNIFICATION; DISCLAIMERS; ASSUMPTION OF RISK

A. Licensee shall fully indemnify and hold harmless Licensor, GE and their Affiliates and their directors, officers, partners, employees and agents (collectively, "GECC Indemnified Parties") from and against any and all claims, losses, damages, liabilities, costs (including reasonable attorneys' fees), and expenses asserted against or suffered by any such party and arising out of or relating to (i) Licensee's breach of this Agreement; (ii) any claim that Licensee's use of the Licensed Marks other than in accordance with the terms set forth in this Agreement, infringes or otherwise violates the Intellectual Property rights of any third party; and (iii) any claim arising from products or services Commercialized, advertised, marketed or promoted by Licensee from and after the Effective Date under or in connection with the Licensed Marks.

B. EACH PARTY AGREES AND ACKNOWLEDGES THAT THE LICENSED MARKS ARE LICENSED HEREUNDER AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND SUBJECT TO ALL EXISTING LICENSES AND RIGHTS GRANTED, AND THAT LICENSOR DOES NOT MAKE, AND LICENSOR HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. Each of Licensor and Licensee expressly disclaims that it is owed any duties not expressly set forth in this Agreement, and waives and releases any and all tort claims and causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement.

D. Licensee hereby assumes all risk and liability resulting from Licensee's use of the Licensed Marks.

9. MISCELLANEOUS PROVISIONS

A. Assignment. This Agreement shall not be assigned, in whole or in part, by operation of Law or otherwise without the prior written consent of both Parties, except that (i) Licensor may assign any or all of its rights and obligations under this Agreement to any of its Affiliates or (ii) Licensee may assign any or all of its rights and obligations under this Agreement to any of its direct or indirect wholly-owned Subsidiaries, provided that (x) such Subsidiary executes an agreement to be bound by all of the obligations under this Agreement, (y) Company has a continuing obligation to cause such Subsidiary to perform under this Agreement and (z) Company guarantees the performance of such Subsidiary. Any attempted assignment in violation of this Section 9.A shall be void. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties and their permitted successors and assigns.

B. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of New York irrespective of the choice of Laws principles of the State of New York other than Section 5-1401 of the General Obligations Law of the State of New York.

C. Force Majeure. No party hereto (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (i) notify the other parties of the nature and extent of any such Force Majeure condition and (ii) use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

D. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to Licensor and Licensee at the following addresses (or at such other address as shall be specified in a notice given in accordance with this Section 9.D):

Licensor:

GE Capital Registry, Inc.
120 Long Ridge Road, 2C-34
Stamford, CT 06902-1247
Attention: George Thompson
Facsimile: +353 402 29100

with a copy (which shall not constitute notice) to:

General Electric Company
Corporate Trademark Operation
3135 Easton Turnpike
Fairfield, CT 06828
Attention: Kathryn Barrett Park
Facsimile: (203) 373-2181

with a copy (which shall not constitute notice) to:

General Electric Company
3135 Easton Turnpike
Fairfield, CT 06828
Attention: Senior Counsel for Transactions
Facsimile: (203) 373-3008

with a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Howard Chatzinoff, Esq.
Facsimile: (212) 310-8007

Licensee:

Synchrony Financial
777 Long Ridge Road
Stamford, CT 06902
Attention: General Counsel
Fax: (203) 567-8103

E. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

F. Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement (including the Exhibits hereto), together with the Master Agreement, constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the Parties with respect to the subject matter of this Agreement.

G. No Third Party Beneficiaries. Except as provided in Section 2.C with respect to Permitted Sublicensees and Article 8 with respect to GECC Indemnified Parties, this Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

H. Public Announcements. The Parties shall consult with each other before issuing, and give each other the opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system.

I. Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by all the parties hereto. No waiver by any party hereto of any provision hereof shall be effective unless explicitly set forth in writing and executed by the party hereto so waiving. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

J. Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) references to the terms Article, Section, paragraph, and Exhibit are references to the Articles, Sections, paragraphs, and Exhibits to this Agreement unless otherwise specified, (c) the word "including" and words of similar import shall mean "including, without limitation," (d) provisions shall apply, when appropriate, to successive events and transactions, (e) the table of contents and headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement and (f) this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

K. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement or the validity, interpretation, breach or termination of any provision of this Agreement shall be resolved in accordance with Article IX of the Master Agreement.

L. Specific Performance. Licensee acknowledges and agrees that the breach of this Agreement would cause irreparable damage to Licensor, GE and their Affiliates and that none of Licensor, GE and their Affiliates will have an adequate remedy at law. Therefore, the obligations of Licensee under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which Licensor may have under this Agreement or otherwise.

M. Waiver of Jury Trial EACH PARTY HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY. EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY HERETO WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.M.

N. Relationship of the Parties. Nothing contained herein is intended or shall be deemed to make either Party the agent, employee, partner or joint venturer of the other Party or be deemed to provide such Party with the power or authority to act on behalf of the other Party or to bind the other Party to any contract, agreement or arrangement with any other individual or entity.

O. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of any such Agreement.

[The remainder of this page has been intentionally left blank.]

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

GE CAPITAL REGISTRY, INC.

By: /s/ Sean Merrill

Name: Sean Merrill

Title: Vice President

SYNCHRONY FINANCIAL

By: /s/ Jonathan Mothner

Name: Jonathan Mothner

Title: Executive Vice President, General
Counsel and Secretary

Exhibit A

Specified GE Marks

(i) The following General Electric Monogram Logo as defined and set forth in GE's identity program manual and as updated and provided by Licensor to Licensee from time to time at http://gebrandcentral.com/brand/design_library/:



(ii) The word marks "GE", "GE Capital", "GE Capital Retail Bank", "GE Money" and "GECAF";

The following GECAF WITH ARCH DESIGN logo:



The following REFINED DESIGN BY GECAF WITH ARCH DESIGN logo:



Exhibit B

License Territory

The United States of America, its territories and possessions, and Canada

Exhibit C

Near-Launch Products and Services

None.

Exhibit D

Maximum License Terms

<u>MEDIA OF USE</u>	<u>MAXIMUM LICENSE TERM</u> (Trigger Date for anything not otherwise explicitly listed below)
Stationery and Administrative Corporate Cards (P Card and T&L Card)	6 months after the Trigger Date
Online URL portal for customers and partners containing the Licensed Marks including but not limited to http://www.gogecapital.com , www.mgogecapital.com and https://banking.gecra.com (without prejudice to the services relating to this URL under the Transitional Services Agreement)	6 months after the Trigger Date
Online servicing through partner (includes account servicing sites, alerts, e-mails, etc.)	6 months after the Trigger Date
Intranet (internal non-customer facing)	6 months after the Trigger Date
Other IT Email addresses / signatures (without prejudice to the services relating to email addresses under the Transitional Services Agreement)	6 months after the Trigger Date
Product Materials Print and online cardholder documentation (e.g. application form, terms and conditions, change in terms, promo financing terms, replacement terms, etc.)	6 months after the Trigger Date
Print and online cardholder documentation (i.e. privacy policy)	6 months after the Trigger Date
Partner training materials	6 months after Trigger Date
Facilities Signs (Branches & Other Premises) In-store signs / communications (retailer locations)	6 months after the Trigger Date
<u>MEDIA OF USE</u>	<u>MAXIMUM LICENSE TERM</u>
HR Communications Paychecks (India & Philippines)	12 months after the Trigger Date
Employee resources (e.g., benefits, EAP, rewards and recognition, etc.)	12 months after the Trigger Date
Recruiting materials, advertisements	12 months after the Trigger Date
Training materials	12 months after the Trigger Date
Employee programs/ initiatives	12 months after the Trigger Date

MEDIA OF USE**Stationery and Administrative**

GE Inspira Font

MAXIMUM LICENSE TERM

18 months after the Trigger Date

IT

Partner websites (e.g. Walmart.com) not hosted by RF with references to GE or GEGRB

18 months after the Trigger Date

Supplier portals

18 months after the Trigger Date

In-store POS (retailer/provider/branch locations)

18 months after the Trigger Date

Removal of GE marks, fonts, templates from internal systems (e.g., Workstation)

18 months after the Trigger Date

MEDIA OF USE**Products**

Existing cards in market as of 6 months after the Effective Date (e.g. Care Credit, Payment Solutions, PLCC and Dual Retail Cards, ATM, BRC)

MAXIMUM LICENSE TERM

As soon as practicable after the Effective Date and in no event later than 3.5 years from such date

For the avoidance of doubt, the Specified Licensed Marks may be used on the following media, and any other media not identified in this Exhibit D, for a period not to exceed the Term (the Effective Date through the Trigger Date), subject to the requirements of [Section 2.A.1](#) and other requirements and limitations of the Agreement.

MEDIA OF USE**Stationery and Administrative**

Branded office supplies (e.g. letterhead, envelopes, fax cover sheets, mailing/labels, etc.)

Templates (e.g. PowerPoint, e-mail signature, screen saver, business cards, etc.)

Employee / Visitor / Contractor badges

Parking passes

Voicemails

Bills / invoices / purchase orders

Other IT

ATM screens (Deposits)

Products

New cards to be issued (e.g. new accounts, replacement, lost/stolen)

Other Product Materials

Plastic package (includes card carrier, marketing inserts, envelope, etc.)

Deposits collateral (e.g. checkbook, deposit slips, check order form, envelope, etc.)

Customer billing statement – GE branded (overlay, backer, remit slip)

Customer billing statement – retailer branded (overlay, backer, remit slip)

Billing statement package (e.g. outer envelope, remit envelope, inserts, etc.)

Call center / IVR / outbound call scripts

Servicing letters and envelopes (e.g. Risk, Ops, Collections, etc.)

Credit Bureau submissions

Bank Account tags (ACH, Direct Deposit)

PR / IR Communications

Press release, financial reports, press kits

Social (e.g. Twitter, Facebook, LinkedIn, YouTube, podcasts, etc.)

White papers, trade pub articles

HR Communications

Paychecks (for US, Canada and Puerto Rico)

Facilities Signs (Branches & Other Premises)

Building signs (e.g. exterior, interior, parking, etc.)

Marketing / Sales

Advertising (print, TV, radio, billboard, online, trade pubs, institutional ads)

Direct marketing (direct mail, e-mail, texts, AVM, etc.)

Merchandise (t-shirts, hats, mugs, etc.)

Special events

Sponsorship materials/events

Community events (e.g. Habitat for Humanity)

Tradeshow booths

Other

Credit Bureaus

CFPB

Associations (e.g., Visa, MasterCard)

INTELLECTUAL PROPERTY CROSS LICENSE AGREEMENT

This INTELLECTUAL PROPERTY CROSS LICENSE AGREEMENT (this "Agreement"), dated as of August 5, 2014 (the "Effective Date"), is made and entered into by and between General Electric Company, a New York corporation ("GE") and General Electric Capital Corporation, a Delaware corporation ("GECC"), on the one hand, and Synchrony Financial, a Delaware corporation ("Company"), on the other hand.

WHEREAS, GE, GECC and Company previously entered into that certain Master Agreement, dated as of July 30, 2014 (as amended, modified or supplemented from time to time in accordance with its terms, the "Master Agreement");

WHEREAS, the Master Agreement requires the execution and delivery of this Agreement by the parties hereto as of the Effective Date;

WHEREAS, GE and its Affiliates Control certain Intellectual Property that they desire to license to Company and its Subsidiaries in accordance with the terms, and subject to the conditions, set forth herein; and

WHEREAS, Company and its Subsidiaries Control certain Intellectual Property that they desire to license to GE and its Affiliates in accordance with the terms, and subject to the conditions, set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01. Certain Defined Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Master Agreement. The following capitalized terms used in this Agreement shall have the meanings set forth below:

(a) "Company Intellectual Property" means Intellectual Property that is (i) Controlled by Company and its Subsidiaries as of the Effective Date or the date it is assigned to Company and such Subsidiaries pursuant to the Master Agreement and (ii) in Use, held for Use or Contemplated To Be Used by GE and its Affiliates as of the Effective Date or the date of such assignment.

(b) "Contemplated To Be Used" means that there are contemporaneous books or records, whether in hard copy or electronic or digital format (including emails, databases, and other file formats) evidencing a specific, good faith intention of future Use.

(c) “Control” or “Controlled” means, with respect to any Intellectual Property, the right to grant a license or sublicense to such Intellectual Property as provided for herein without (i) violating the terms of any agreement or other arrangement with any third party (ii) requiring any consent, approvals or waivers from any third party, or any breach or default by the Party being granted any such license or sublicense being deemed a breach or default affecting the rights of the Party granting such license or sublicense, or (iii) requiring the payment of material compensation to any third party.

(d) “FSB” means GE Capital Retail Bank.

(e) “GE Intellectual Property” means Intellectual Property that is (i) Controlled by GE and its Affiliates as of the Effective Date or the date it is assigned to GE and its Affiliates pursuant to the Master Agreement and (ii) in Use, held for Use or Contemplated To Be Used by the Company and its Subsidiaries as of the Effective Date or the date of such assignment, but specifically excludes (A) the GE Materials, (B) Intellectual Property Controlled by GE and its Affiliates that is expressly made available under the Transitional Services Agreement, (C) any and all rights in internet protocol addresses, and (D) any Patents that are subject to standard-setting organization obligations.

(f) “GE Materials” means, collectively, (i) the accounting policies and related documentation of GE and its Affiliates (“Accounting Policies”), (ii) Six Sigma and LEAN Software, documentation and materials of GE and its Affiliates (the “Six Sigma Materials”), (iii) the corporate policies and manuals of GE and its Affiliates, and (iv) the training materials of GE and its Affiliates.

(g) “Improvement” means any modification, derivative work or improvement of any Technology, whether patented or not and whether patentable or not.

(h) “Intellectual Property” means all of the following, whether protected, created or arising under the laws of the United States or any other foreign jurisdiction, including: (i) all invention disclosures (whether patentable or unpatentable and whether or not reduced to practice) and all United States and non-U.S. patents, patent applications (along with all patents issuing thereon), statutory invention registrations, divisions, continuations, continuations-in-part, substitute applications of the foregoing and any extensions, reissues, restorations and reexaminations thereof, and all rights therein provided by international treaties or conventions (collectively, “Patents”), (ii) copyrights, mask work rights, database rights and design rights, whether or not registered, published or unpublished, and registrations and applications for registration thereof; and all rights therein whether provided by international treaties or conventions or otherwise, (iii) trade secrets, and (iv) all other applications and registrations related to any of the intellectual property rights set forth in the foregoing clauses (i)—(iii) above. As used in this Agreement, the term “Intellectual Property” expressly excludes (x) trademarks, service marks, trade names, service names, trade dress, logos, monograms, domain names, domain name locators, and other identifiers of source, including all goodwill associated therewith, and any and all common law rights, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing, and (y) intellectual property rights arising from or in respect of domain names, domain name registrations and reservations.

(i) “Licensee” means a Party receiving a license or sublicense under this Agreement.

(j) "Licensor" means a Party granting a license under this Agreement.

(k) "Party" means, on the one hand, GE and its Affiliates (including GECC) and, on the other hand, Company and its Subsidiaries, and "Parties" means, collectively, GE and its Affiliates and Company and its Subsidiaries. To the extent the term "Party" or "Parties" is used in this Agreement and the context applies to a right or obligation that would be enjoyed or performed by of an Affiliate of GE or GECC, or a Subsidiary of Company, such right shall be deemed to flow to the Affiliate or Subsidiary, as applicable, while GE and GECC shall cause the applicable Affiliate to perform the obligation, and Company shall cause the applicable Subsidiary to perform the obligation.

(l) "party hereto" means, on the one hand, GE and GECC, and on the other hand, Company. "parties hereto" means, collectively, GE, GECC and Company.

(m) "Representatives" means, with respect to a Person, the Affiliates of such Person (or in the case of Company, the Subsidiaries of Company) and the directors, officers, partners, employees, agents, consultants, contractors, advisors, legal counsel, accountants and other representatives of such Person and its Affiliates (or in the case of Company, the Subsidiaries of Company).

(n) "Software" means the object and source code versions of computer programs and associated documentation, training materials and configurations to use and modify such programs, including programmer, administrator, end user and other documentation.

(o) "Technology" means, collectively, all technology, designs, formulae, algorithms, procedures, methods, discoveries, processes, techniques, ideas, know-how, research and development, technical data, tools, materials, specifications, inventions (whether patentable or unpatentable and whether or not reduced to practice) apparatus, creations, improvements, works of authorship in any media, confidential, proprietary or non-public information, and other similar materials, and all recordings, graphs, drawings, reports, analyses, other writings, and other tangible embodiments of the foregoing, in any form, whether or not specifically listed herein, and all related technology, including Software.

(p) "Use" means to use and practice, license, sublicense, and otherwise exploit; to make, have made, use, sell, offer to sell, have sold, import and otherwise provide, commercialize and legally dispose of products and services under; and to develop and create Improvements in connection with.

ARTICLE II LICENSE GRANT

Section 2.01. Grant from GE to Company and its Subsidiaries.

(a) GE hereby grants and agrees to grant, and shall cause its Affiliates to grant and agree to grant, to Company and its Subsidiaries a non-exclusive, irrevocable, royalty-free, fully paid-up, worldwide, perpetual right and license, with no right to sublicense except as expressly provided in Section 2.01(b), under the GE Intellectual Property: (i) to allow

employees, directors and officers of Company and its Subsidiaries to use and practice the GE Intellectual Property solely for internal purposes; (ii) to make, have made, use, sell, offer to sell, have sold, import, and otherwise provide, commercialize and legally dispose of products and services under the GE Intellectual Property; and (iii) to develop and create Improvements in connection with the GE Intellectual Property. As a condition to having any product or service made by any third party pursuant to the foregoing sentence, Company and its Subsidiaries will obtain a written agreement from such third party (a) with confidentiality undertakings that are no less restrictive than those contained in this Agreement and (b) that provides that such third party will make such products or services only on behalf of and at the direction of Company and its Subsidiaries. For the avoidance of doubt, the licenses granted in this [Section 2.01\(a\)](#) cover Technology embodying Intellectual Property identified in this [Section 2.01\(a\)](#).

(b) Company and its Subsidiaries may grant sublicenses of the rights and licenses granted under this [Section 2.01](#) to an acquirer of any of the businesses, operations or assets of Company or its Subsidiaries to which this Agreement relates with regard solely to such business, operations or assets (and not any other businesses, operations, or assets of such acquirer), which acquirer executes an agreement to be bound by all obligations of Company and its Subsidiaries under this Agreement relating to such right and license. Company and its Subsidiaries shall promptly provide a copy of such agreement to GE.

(c) Subject to the terms and conditions of [Article VI](#), Company and its Subsidiaries may permit their suppliers, contractors and consultants to exercise any or all of the rights and licenses granted to Company and its Subsidiaries under this [Section 2.01](#) on behalf of and at the direction of Company and its Subsidiaries (and not solely for the benefit of such suppliers, contractors and consultants).

(d) Notwithstanding anything in this Agreement to the contrary, Company and its Subsidiaries will not Use the Intellectual Property set forth on [Exhibit A](#) (the “[GE Restricted Intellectual Property](#)”) in the territories and fields set forth on [Exhibit A](#) without the prior written consent of GE, which shall not be unreasonably withheld.

Section 2.02. Grant from Company to GE and its Affiliates

(a) Company hereby grants and agrees to grant, and shall cause its Subsidiaries to grant and agree to grant, to GE and its Affiliates a non-exclusive, irrevocable, royalty-free, fully paid-up, worldwide, perpetual right and license, with no right to sublicense except as expressly provided in [Section 2.02\(b\)](#), under the Company Intellectual Property: (i) to allow employees, directors and officers of GE and its Affiliates to use and practice the Company Intellectual Property solely for internal purposes; (ii) to make, have made, use, sell, offer to sell; have sold, import, and otherwise provide, commercialize and legally dispose of products and services under the Company Intellectual Property; and (iii) to develop and create Improvements in connection with the Company Intellectual Property. As a condition to having any product or service made by any third party pursuant to the foregoing sentence, GE and its Affiliates will obtain a written agreement from such third party (a) with confidentiality undertakings that are no less restrictive than those contained in this Agreement and (b) that provides that such third party will make such products or services only on behalf of and at the direction of GE and its Affiliates. For the avoidance of doubt, the licenses granted in this [Section 2.02\(a\)](#) cover Technology embodying Intellectual Property identified in this [Section 2.02\(a\)](#).

(b) GE and its Affiliates may grant sublicenses of the right and license granted under this Section 2.02 to an acquirer of any of the businesses, operations or assets of GE or its Affiliates to which this Agreement relates with regard solely to such business, operations or assets (and not any other businesses, operations, or assets of such acquirer), which acquirer executes an agreement to be bound by all obligations of GE and its Affiliates under this Agreement relating to such right and license. GE and its Affiliates shall promptly provide a copy such agreement to Company.

(c) Subject to the terms and conditions of Article VI, GE and its Affiliates may permit their suppliers, contractors and consultants to exercise any or all of the rights and licenses granted to GE and its Affiliates under this Section 2.02 on behalf of and at the direction of GE and its Affiliates (and not solely for the benefit of such suppliers, contractors and consultants).

(d) Notwithstanding anything in this Agreement to the contrary, GE and its Affiliates will not Use in the United States and Canada the Company Intellectual Property set forth on Exhibit B (the "Company Restricted Intellectual Property") in the fields set forth on Exhibit B without the prior written consent of Company, which shall not be unreasonably withheld. For the avoidance of doubt, it shall not be deemed unreasonable to withhold consent if any such Use is for or in connection with a competitor, customer or potential customer of the Company and its Subsidiaries.

Section 2.03. Third Party Licenses. To the extent that any Intellectual Property owned by a third party is licensed under Sections 2.01 or 2.02, the license of such Intellectual Property hereunder shall be subject to all of the terms and conditions of the relevant agreement between the Licensor and such third party pursuant to which such Intellectual Property has been licensed to Licensor.

Section 2.04. Improvements. As between the Parties, Improvements made after the Effective Date and all Intellectual Property rights therein shall be owned by the Party making such Improvement or on whose behalf such Improvement was made. For the avoidance of doubt, (i) such Party making such Improvement shall not own any Intellectual Property rights licensed to such Party hereunder and (ii) such Party may freely assign or license such Improvements but shall not have the right to assign any underlying Intellectual Property of the other Party and shall only have the right to sublicense the underlying Intellectual Property of the other Party as expressly set forth herein. No rights are granted hereunder to a Party to any Improvements made by, or on behalf of another Party or any Intellectual Property rights therein to the extent such Improvement was made after the Effective Date.

Section 2.05. Section 365(n) of the Bankruptcy Code. All rights and licenses granted under this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101(35A) of the Bankruptcy Code. The Parties shall retain and may fully exercise all of their respective rights and elections under the Bankruptcy Code.

Section 2.06. Customers. Each Party agrees that it shall use reasonable efforts to not knowingly bring any legal action or proceeding against, or otherwise communicate with, any customer of another Party with respect to any alleged infringement, misappropriation or violation of any Intellectual Property of such other Party to the extent licensed hereunder based on such customer's use of the other Party's products or services without first providing the other Party written notice of such alleged infringement, misappropriation or violation.

Section 2.07. Reservation of Rights. All rights not expressly granted by a Party hereunder are reserved by such Party. Without limiting the generality of the foregoing, the Parties expressly acknowledge that nothing contained herein shall be construed or interpreted as a grant, by implication or otherwise, of any licenses other than the licenses expressly set forth in this Article II. The licenses granted in Sections 2.01 and 2.02 are subject to, and limited by, any and all licenses, rights, limitations and restrictions with respect to, as applicable, the GE Intellectual Property and the Company Intellectual Property previously granted to or otherwise obtained by any third party that are in effect as of the Effective Date.

ARTICLE III COVENANTS

Section 3.01. Further Assistance. Until one (1) year after the Effective Date, each Party hereby covenants and agrees that it shall, at the request and expense of another Party, use commercially reasonable efforts to assist the other Party in its efforts to obtain any third party consent, approval or waiver necessary to enable such other Party to obtain a license to any Intellectual Property (for the avoidance of doubt, other than Intellectual Property excluded pursuant to Section 1.01(e)(A)-(D)) that, but for the requirements set forth in the definition of Control, would be the subject of a license granted pursuant to Section 2.01 or 2.02 hereunder; provided, however, that such Party shall not be required to seek broader rights or more favorable terms for the other Party than those applicable to such Party prior to the date hereof or as may be applicable to such Party from time to time thereafter. For the avoidance of doubt, Licensor shall not be required to compensate any third party, commence or participate in litigation or offer or grant any accommodation (financial or otherwise) to any third party to obtain any such consent or approval under this Section 3.01. The Parties acknowledge and agree that there can be no assurance that such Party's efforts will be successful or that the other Party will be able to obtain such licenses or rights on acceptable terms or at all.

Section 3.02. Ownership. No Party shall represent that it has any ownership interest in any Intellectual Property of another Party licensed hereunder.

Section 3.03. Prosecution and Maintenance. Each Party retains the sole right to protect at its sole discretion the Intellectual Property and Technology owned by such Party, including deciding whether and how to file and prosecute applications for registration (including for patents, copyrights and mask work rights) included in such Intellectual Property, whether to abandon prosecution of such applications, and whether to discontinue payment of any maintenance or renewal fees with respect to any such registration.

Section 3.04. Third Party Infringements, Misappropriations, Violations

(a) Each Party shall promptly notify the other Party in writing of any actual or possible infringements, misappropriations or other violations by a third party of the Intellectual Property of the other Party being licensed hereunder that come to such Party's attention, as well as the identity of such third party or alleged third party and any evidence of such infringement, misappropriation or other violation within such Party's custody or control that such Party is reasonably able to provide. The other Party shall have the sole right to determine at its sole discretion whether any action shall be taken in response to such infringements, misappropriations or other violations.

(b) Each Party shall promptly notify another Party in writing upon learning of the existence or possible existence of rights held by any third party that may be infringed, misappropriated or otherwise violated by the Use of the Intellectual Property of the other Party (or any element or portion thereof) licensed hereunder, as well as the identity of such third party and any evidence relating to such purported infringement, misappropriation or other violation within such Party's custody or control that such Party is reasonably able to provide. Such Party shall cooperate fully with the other Party to avoid infringing, misappropriating or violating any third party rights, and shall discontinue all Use of such Intellectual Property that is the subject of such purported infringement, misappropriation or other violation upon the reasonable request of the other Party to discontinue such Use.

(c) Each Party shall promptly notify another Party in writing upon learning of the existence or possible existence of rights held by any third party that may be infringed, misappropriated or otherwise violated by the Use of the Intellectual Property (or any element or portion thereof) licensed to the other Party hereunder, as well as the identity of such third party. The other Party shall cooperate fully with such Party to avoid infringing, misappropriating or violating any third party rights, and shall discontinue all Use of such Intellectual Property that is the subject of such purported infringement, misappropriation or other violation upon the reasonable request of such Party to discontinue such Use and shall provide such Party any evidence relating to such purported infringement, misappropriation or other violation within the other Party's custody or control that such Party is reasonably able to provide.

Section 3.05. Patent Marking. Each Party acknowledges and agrees that it shall comply with all reasonable requests of another Party relative to patent markings required to comply with or obtain the benefit of statutory notice or other provisions.

Section 3.06. Cooperation Regarding Restrictions and Limitations Applicable to Licensed Intellectual Property. Until one (1) year after the Effective Date, each Party, at the request of another Party, agrees to use commercially reasonable, good faith efforts to provide the other Party such copies of agreements (subject to any confidentiality restrictions that would prevent disclosure of such agreements) or other information (including summaries of the applicable limitations) that are sufficient to inform the other Party about any limitations or restrictions on the Use of the Intellectual Property licensed to it hereunder and set forth on Exhibit A or B hereto, as applicable, or other specific Intellectual Property licensed hereunder and identified by the other Party in writing to such Party, which has not already been provided to the other Party and which is not otherwise in the possession of the other Party. Such Party shall not have any liability to the other Party resulting or arising from the failure or inability to provide such agreements or information.

ARTICLE IV
GE MATERIALS

Section 4.01. Prior to the Trigger Date. Until the Trigger Date and subject to the limitations and conditions set forth in Section 4.04, GE shall permit Company and its Subsidiaries to use the GE Materials in accordance with GE's standard policies, procedures and guidelines for use thereof by its Subsidiaries.

Section 4.02. Accounting Policies. On and after the Trigger Date and subject to the limitations and conditions set forth in Section 4.04, GE shall permit Company and its Subsidiaries to use the GE Materials that are identified as "Accounting Policies" and are in use as of the Trigger Date: (i) with the modifications required by Section 4.04(d), for the accounting and reporting purposes of Company and its Subsidiaries (the "Company Accounting Policies") and (ii) for historical purposes of Company and its Subsidiaries.

Section 4.03. Company Policies and Training Materials. On and after the Trigger Date and subject to the limitations and conditions set forth in Section 4.04, GE shall permit Company and its Subsidiaries to adopt and use the corporate policies, manuals and training materials included in the GE Materials that are in use as of the Trigger Date, with the modifications required by Section 4.04(d), as Company and its Subsidiaries' own policies, procedures and guidelines (the "Company Policies and Training Materials").

Section 4.04. Certain Limitations and Conditions.

(a) On and after the Trigger Date, GE shall have no obligation under this Agreement (i) to notify Company and its Subsidiaries' of any changes or proposed changes to any of the GE Materials, (ii) to include Company and its Subsidiaries' in any consideration of proposed changes to any of the GE Materials, (iii) to provide draft changes of any of the GE Materials to Company and its Subsidiaries for review or comment, or (iv) to Company and its Subsidiaries' with any updated materials relating to any of the GE Materials.

(b) The parties hereto acknowledge and agree that, except as expressly set forth above in this Article IV, GE reserves all rights in, to and under, including all Intellectual Property rights with respect to, the GE Materials and no rights with respect to ownership or use shall vest in Company and its Subsidiaries. Further, Company and its Subsidiaries agree to use the same degree of care that Company and its Subsidiaries use with respect to their own information and materials of a similar nature, but in no event less than a reasonable degree of care, to ensure that the GE Materials are not used for any purpose other than the purposes set forth above. Company and its Subsidiaries will allow GE reasonable access to personnel and information as reasonably necessary to determine Company's and its Subsidiaries' compliance with the provisions set forth above. If the Company and its Subsidiaries cease to avail themselves of any of the GE Materials referred to in this Article IV or upon expiration of any period during which the Company and its Subsidiaries are permitted to use any of the GE Materials, GE and the Company shall cooperate in good faith to take reasonable appropriate actions to effectuate such cessation or expiration and protect GE's and its Affiliates' rights and interests in the GE Materials.

(c) It is understood and agreed that GE makes no representation or warranty as to the suitability of the GE Materials for use by Company and its Subsidiaries or any of their respective divested businesses.

(d) On and after the Trigger Date, and except as set forth in Section 2.A.1 of the Transitional Trademark License Agreement, notwithstanding anything in this Agreement to the contrary, the text of any Company Accounting Policies and Company Policies and Training Materials shall not contain (i) any references to GE or its Affiliates, GE or its Affiliates' publications, GE or its Affiliates' personnel (including, without limitation, senior management) or (ii) the title of any policy, manual or other materials in the GE Materials (i.e., "Integrity: the Spirit and Letter of Our Commitment"), any portion thereof, or any confusingly similar phrase; provided such restriction shall not apply to any wholly descriptive title or phrase not confusingly similar to any GE Name and Marks.

(e) Subject to the limitations and conditions set forth in this Section 4.04, Company and its Subsidiaries may create (and their respective contractors may create on their behalf), and Company and its Subsidiaries shall own, derivative works and modifications of the Company Accounting Policies and the Company Policies and Training Materials.

(f) The Company Accounting Policies and the Company Policies and Training Materials may only be (i) used by Company and its Subsidiaries' employees (including contractors), customers (including brokers and licensed agents) and suppliers, (ii) disclosed as required by applicable Law, and (iii) used by an acquirer of Company and its Subsidiaries or any of the businesses, operations or assets of Company and its Subsidiaries to which this Agreement relates, provided that such acquirer executes an agreement to be bound by all obligations of Company and its Subsidiaries under this Agreement relating to such Company Accounting Policies and Company Policies and Training Materials (a copy of which agreement is provided to GE) and provided further that such acquirer shall be limited to use of such Company Accounting Policies and Company Policies and Training Materials solely in connection with such businesses, operations or assets (and not any other businesses, operations or assets of the acquirer).

(g) To the extent that any GE Materials owned by a third party are provided under this Article IV, the provision of such GE Materials hereunder and any use thereof by the Company and its Subsidiaries along with any and all related Company Accounting Policies and Company Policies and Training Materials shall be subject to all of the terms and conditions of the relevant agreement between GE and/or its Affiliate and such third party pursuant to which such GE Materials have been provided to GE.

Section 4.05. Six Sigma Materials.

(a) GE, subject to any existing legal or contractual obligations in connection with GE's agreements with the Six Sigma Providers (as defined below) that require GE to assert a claim, agrees not to assert any claim that GE may, now or in the future, have against the Company or its Subsidiaries arising solely out of the Company's or its Subsidiaries' internal use

of Six Sigma Materials owned by GE or any of its Affiliates relating to the Six Sigma program in use by the Company or its Subsidiaries prior to the Effective Date by its or their employees. Notwithstanding the foregoing, GE's agreement not to assert claims against the Company or its Subsidiaries shall not extend to any claim that GE may have at any time against Company or any of its Subsidiaries arising out of or in connection with, and solely to the extent of, (a) any breach of any obligation to maintain the confidentiality of the Six Sigma Materials, (b) use of the GE Name and Marks in connection with the Six Sigma Materials, (c) any use, other than the Company's or its Subsidiaries' internal use in the Business with its employees in accordance with the foregoing, of the Six Sigma Materials, including use of the Six Sigma Materials by the customers or suppliers of the Business, or (d) any claim arising out of circumstances or facts relating to a claim or proceeding against GE or any of its Affiliates by or on behalf of a Six Sigma Provider or any Affiliate thereof. The Company and its Subsidiaries acknowledge and agree that the Six Sigma Materials and other materials owned by others and relating to the Six Sigma program are confidential and proprietary information. Further, the Company agrees to, and shall cause each of its Subsidiaries to, take all actions necessary or advisable to ensure that the Six Sigma Materials and such other materials are not disclosed to any Person other than the Company and its Subsidiaries unless the Company or one of its Subsidiaries procures from the Six Sigma Providers the right to disclose such Six Sigma Materials.

(b) If and to the extent requested by the Company, GE shall use commercially reasonable efforts to assist the Company in its efforts to obtain non-exclusive licenses (or other appropriate rights) to use, duplicate distribute, practice and otherwise exploit as necessary, materials, concepts, software and methodology necessary for the Company and its Subsidiaries to continue the Six Sigma program in use by the Business immediately prior to the Effective Date from the Six Sigma Academy, Maurice L. Berryman, Minitab, Inc., Decisioneering, Inc., PROMODEL Corporation and any other Person with whom GE has a license relating to such Six Sigma program (each, a "Six Sigma Provider"); provided, however, that GE shall not be required to pay any fees or other payments or incur any obligations to enable Company to obtain any such license or rights. The Parties acknowledge and agree that there can be no assurance that GE's efforts will be successful or that Company or any of its Subsidiaries will be able to obtain such licenses or rights on acceptable terms or at all.

(c) If and to the extent that on or prior to the Trigger Date the Company and its Subsidiaries have not obtained licenses (or other appropriate rights) from Six Sigma Providers to use, duplicate and distribute, as necessary, the materials, concepts, software and methodology described in Section 4.05(b), the Company and its Subsidiaries shall cease using any and all such materials, concepts, software and methodologies owned by the party or parties with whom the Company has been unable to obtain such licenses or other rights and return to GE on the Trigger Date all such materials, concepts, software and methodologies.

ARTICLE V TERM AND TERMINATION

Section 5.01. Term. This Agreement shall remain in full force and effect in perpetuity unless terminated in accordance with its terms.

Section 5.02. No Termination. This Agreement may only be terminated upon the mutual written agreement of the parties hereto. In the event of a breach of this Agreement, the sole and exclusive remedy of a non-breaching Party shall be to recover monetary damages and/or to obtain injunctive or equitable relief.

ARTICLE VI CONFIDENTIALITY

Section 6.01. Confidential Information. The provisions of this Article VI shall apply to any confidential or proprietary information or materials included in the GE Intellectual Property or the Company Intellectual Property licensed, and the GE Materials provided, pursuant to this Agreement ("Confidential Information"). Each Party ("Receiving Party") shall keep all Confidential Information of another Party ("Disclosing Party") confidential and shall not and shall cause their Representatives not to, directly or indirectly disclose, reveal, divulge or communicate to any Person (other than its Representatives who reasonably need to know such Confidential Information and are licensed to receive such Confidential Information under Article II and its legal counsel) any such Confidential Information without the prior written consent of the Disclosing Party. The Receiving Party shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of the Disclosing Party's Confidential Information by any of its Representatives as it currently uses for its own confidential information of a like nature, but in no event less than a reasonable standard of care.

Section 6.02. Exclusions. The confidentiality obligations in this Article VI shall not apply to any Confidential Information which:

- (a) is or becomes generally available to and known by the public (other than as a result of a non-permitted disclosure or other wrongful act directly or indirectly by the Receiving Party),
- (b) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that the Receiving Party has no knowledge that such source was at the time of disclosure to the Receiving Party bound by a confidentiality agreement with or other obligation of secrecy which was breached by the disclosure,
- (c) has been or is hereafter independently acquired or developed by the Receiving Party without reference to such Confidential Information and without otherwise violating any confidentiality agreement with or other obligation of secrecy to the Disclosing Party,
- (d) was in the possession of the Receiving Party at the time of disclosure by the Disclosing Party without restriction as to confidentiality, or
- (e) is required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to be disclosed by any Governmental Authority (including bank regulators acting in accordance with their authority) or pursuant to applicable Law, provided that the Receiving Party (i) uses all reasonable efforts to provide the Disclosing Party with written notice of such request or demand as promptly as

practicable under the circumstances so that the Disclosing Party shall have an opportunity to seek an appropriate protective order or other appropriate remedy, (ii) furnishes only that portion of the Confidential Information which is in the opinion of the Receiving Party's counsel legally required, and (iii) takes, and causes its Representatives to take, all other reasonable steps necessary to obtain confidential treatment for any such Confidential Information required to be furnished. Subject to the foregoing, the Party that received such request or demand may thereafter disclose or provide any Confidential Information to the extent required by such Law (as so advised by counsel) or by lawful process or such Governmental Authority.

Section 6.03. Confidentiality Obligations. The Receiving Party shall ensure, by instruction, Contract, or otherwise with its Representatives that such Representatives comply with the provisions of this Article VI. The Receiving Party shall indemnify and hold harmless the Disclosing Party in the event of any breach by the Receiving Party's Representatives of this Article VI. The Receiving Party shall promptly notify the Disclosing Party in the event that the Receiving Party learns of any unauthorized use or disclosure of such Confidential Information by it or its Representatives, and shall promptly take all actions necessary to correct and prevent such use or disclosure.

ARTICLE VII INDEMNIFICATION; DISCLAIMERS; ASSUMPTION OF RISK

Section 7.01. Indemnification by Company. Company shall fully indemnify and hold harmless GE and its Affiliates and their respective directors, officers, employees and agents (collectively, "GE Indemnified Parties") from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) and expenses (collectively, "Damages") incurred by any such GE Indemnified Party based on any third party claim arising out of or relating to (i) except for any third party Intellectual Property covered by Section 7.04, Company's or its Subsidiaries' breach of this Agreement or (ii) the performance, rendering, offering to perform or render, sale, offering for sale, development, promotion or other disposition of products or services by Company or any of its Subsidiaries of products and services using or based on the GE Intellectual Property licensed hereunder (including products liability claims) or other Use of the GE Intellectual Property or GE Materials.

Section 7.02. Indemnification by GE. GE shall fully indemnify and hold harmless Company and its Subsidiaries and their respective directors, officers, employees and agents (collectively, "Company Indemnified Parties") from and against any and all Damages incurred by any such Company Indemnified Party based on any third party claim arising out of or relating to (i) except for any third party Intellectual Property covered by Section 7.04, GE's or its Affiliates' breach of this Agreement or (ii) the performance, rendering, offering to perform or render, sale, offering for sale, development, promotion or other disposition of products or services by GE or any of its Affiliates of products and services using or based on the Company Intellectual Property licensed hereunder (including products liability claims) or other Use of the Company Intellectual Property.

Section 7.03. Indemnity Procedures. Any indemnified party submitting an indemnity claim under Section 7.01 or 7.02, as applicable ("Indemnified Party"), shall:
(a) promptly notify the indemnifying Party under Section 7.01 or 7.02, as applicable ("Indemnifying

Party”), of such claim in writing and furnish the Indemnifying Party with a copy of the applicable communication, notice or other action relating to the event for which indemnity is sought; provided that no failure to provide such notice pursuant to this clause (a) shall relieve the Indemnifying Party of its indemnification obligations, except to the extent such failure materially prejudices the Indemnifying Party’s ability to defend or settle the claim; (b) give the Indemnifying Party the authority, information and assistance necessary to defend or settle such suit or proceeding in such a manner as the Indemnifying Party shall determine; and (c) give the Indemnifying Party sole control of the defense (including the right to select counsel, at the Indemnifying Party’s expense) and the sole right to compromise and settle such suit or proceeding; provided, however, that in the case of the foregoing clauses (b) and/or (c), the Indemnifying Party shall not, without the written consent of the Indemnified Party, compromise or settle any suit or proceeding unless such compromise or settlement (i) is solely for monetary damages (for which the Indemnifying Party shall be responsible), (ii) does not impose injunctive or other equitable relief against the Indemnified Party and (iii) includes an unconditional release of the Indemnified Party from all liability on claims that are the subject matter of such proceeding. Notwithstanding anything in this Article VII to the contrary, with respect to any claim covered by Section 7.01 or 7.02, as applicable, the Indemnified Party (in its capacity as such) may participate in the defense at its own expense.

Section 7.04. Third Party IP. To the extent that any Intellectual Property owned by a third party is sublicensed under Section 2.01 or 2.02 by a Licensor, such Licensor shall offer to provide the Licensee with the benefit of any representations, warranties and indemnities in connection with such Intellectual Property that are permitted to be offered by such Licensor to the Licensee under and subject to the terms and conditions of the applicable agreement

Section 7.05. DISCLAIMER OF WARRANTIES. SUBJECT TO SECTION 7.04 BUT OTHERWISE NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE INTELLECTUAL PROPERTY LICENSED BY THE LICENSOR PURSUANT TO THIS AGREEMENT IS FURNISHED “AS IS”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUALITY, USEFULNESS, COMMERCIAL UTILITY, ADEQUACY, OR COMPLIANCE WITH ANY LAW, DOMESTIC OR FOREIGN, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EACH OF THE PARTIES EXPRESSLY DISCLAIMS THAT IT IS OWED ANY DUTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, AND WAIVES AND RELEASES ANY AND ALL TORT CLAIMS AND CAUSES OF ACTION THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

Section 7.06. DISCLAIMER OF CONSEQUENTIAL AND OTHER DAMAGES OTHER THAN IN CONNECTION WITH ANY BREACH OF ARTICLE VI, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (PROVIDED THAT ANY SUCH LIABILITY WITH RESPECT TO A THIRD PARTY CLAIM SHALL BE CONSIDERED DIRECT DAMAGES) OF SUCH OTHER PARTY ARISING IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREUNDER.

Section 7.07. Assumption of Risk. The Licensee hereby assumes all risk and liability in connection with its use of the GE Intellectual Property or the Company Intellectual Property, as the case may be.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

Section 8.01. Assignment.

(a) This Agreement shall not be assignable, in whole or in part, by any party hereto to any third party, including Affiliates of any party hereto, without the prior written consent of the other parties hereto, and any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing, this Agreement may be assigned by any party hereto as follows without obtaining the prior written consent of the other parties hereto:

(i) GE, in its sole discretion, may assign this Agreement, and any or all of its rights under this Agreement, and may delegate any or all of its duties under this Agreement to any Affiliate of GE at any time, which expressly accepts such assignment in writing and assumes, as applicable, any such duties, provided that GE shall continue to remain liable for the performance by such assignee.

(ii) Company, in its sole discretion, may assign this Agreement, and any or all of its rights under this Agreement, and may delegate any or all of its duties under this Agreement to any Subsidiary of Company at any time, which expressly accepts such assignment in writing and assumes, as applicable, any such duties, provided that Company shall continue to remain liable for the performance by such assignee.

(iii) Each party hereto may assign any or all of its rights, or delegate any or all of its duties, under this Agreement to (i) an acquirer of all or substantially all of the equity or assets of the business of such party to which this Agreement relates or (ii) the surviving entity in any merger, consolidation, equity exchange or reorganization involving such party, provided that such acquirer or surviving entity, as the case may be, executes an agreement to be bound by all the obligations of such party under this Agreement and a copy of such agreement is provided to the other parties hereto.

(b) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their successors, legal representatives, and permitted assigns. All license rights and covenants contained herein shall run with all Intellectual Property of the Parties licensed hereunder and shall be binding on any successors in interest or assigns thereof.

Section 8.02. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of New York irrespective of the choice of Laws principles of the State of New York other than Section 5-1401 of the General Obligations Law of the State of New York.

Section 8.03. Force Majeure. No Party hereto (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (i) notify the other Parties of the nature and extent of any such Force Majeure condition and (ii) use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

Section 8.04. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.04):

If to GE and its Affiliates, to:

General Electric Company
3135 Easton Turnpike
Fairfield, CT 06828
Attention: Senior Counsel for Transactions
Fax: (203) 373-3008

General Electric Capital Corporation
901 Main Avenue
Norwalk, CT 06851
Attention: William Bandon, Lead Executive Counsel – IT, Sourcing and Operations
Fax: (203) 907-1806

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Howard Chatzinoff, Esq.
Fax: (212) 310-8007

If to Company and its Subsidiaries, to:

Synchrony Financial
777 Long Ridge Road
Stamford, CT 06902
Attention: General Counsel
Fax: (203) 567-8103

Section 8.05. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 8.06. Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement (including the Exhibits hereto), together with the Master Agreement, constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the Parties with respect to the subject matter of this Agreement.

Section 8.07. No Third-Party Beneficiaries. Except as provided in Article VII with respect to the GE Indemnified Parties and Company Indemnified Parties, this Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.08. Public Announcements. The Parties shall consult with each other before issuing, and give each other the opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system.

Section 8.09. Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by all the parties hereto. No waiver by any party hereto of any provision hereof shall be effective unless explicitly set forth in writing and executed by the party hereto so waiving. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

Section 8.10. Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) references to the terms Article, Section, paragraph, and Exhibit are references to the Articles, Sections, paragraphs, and Exhibits to this Agreement unless otherwise specified, (c) the word "including" and words of similar import shall mean "including, without limitation," (d) provisions shall apply, when appropriate, to successive events and transactions, (e) the table of contents and headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement and (f) this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

Section 8.11. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement or the validity, interpretation, breach or termination of any provision of this Agreement shall be resolved in accordance with Article IX of the Master Agreement.

Section 8.12. Specific Performance. Each Party acknowledges and agrees that the breach of this Agreement would cause irreparable damage to another Party affected thereby and that such Party will not have an adequate remedy at law. Therefore, the obligations of the Parties under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Agreement or otherwise.

Section 8.13. Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY HERETO WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.13.

Section 8.14. Relationship of the Parties. Nothing contained herein is intended or shall be deemed to make a Party the agent, employee, partner or joint venturer of the other Parties or be deemed to provide such Party with the power or authority to act on behalf of the other Parties or to bind the other Parties to any contract, agreement or arrangement with any other individual or entity.

Section 8.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of any such Agreement.

[The remainder of this page has been intentionally left blank.]

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

GENERAL ELECTRIC COMPANY

By /s/ Keith Sherin
Name: Keith Sherin
Title: Vice Chairman

GENERAL ELECTRIC CAPITAL CORPORATION

By /s/ Robert Green
Name: Robert Green
Title: Chief Financial Officer

SYNCHRONY FINANCIAL

By /s/ Jonathan Mothner
Name: Jonathan Mothner
Title: Executive Vice President, General Counsel and Secretary

EXHIBITS

EXHIBIT A GE Restricted Intellectual Property
EXHIBIT B Company Restricted Intellectual Property

EXHIBIT A

GE Restricted Intellectual Property

None.

EXHIBIT B

Company Restricted Intellectual Property¹

Patents

<u>Title</u>	<u>Abstract</u>	<u>App. Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>	<u>Date of Issuance</u>	<u>Expires</u>
Method for Dual Credit Card System	A dual credit card system is in two parts: a) the creation of a dual credit card; and b) the usage of a dual credit card. The creation begins with the receipt of an application by merchant for a dual credit card. The issuing organization issues the dual credit card to the applicant. The user may make a purchase with the dual credit card at either a private label merchant location or at a location accepting the bankcard. These locations may traditional physical locations, a web site on the Internet or a catalog. When a purchase is made at a merchant location, the processing of the merchant location dual credit card purchase is done via a private-label processing channel. If the user uses the dual credit card at a non-merchant location, the purchase may be processed through the VISA/MasterCard network.	09/593,199	6,915,277	6/14/2000	7/5/2005	4/28/2023

¹ The field of use for the Intellectual Property on this Exhibit B is the Competing Business (as such term is defined in the Master Agreement).

Method, Apparatus, and Code for Issuing a Dual Credit Card	A method for issuing a dual credit card includes receiving information regarding an applicant and assigning a credit line to a dual credit card for the applicant.	10/423,527	N/A	4/25/2003
Method and Apparatus for Pre-Screening Customer Credit Card Approval based on Name and Address Information	An exemplary embodiment of the invention allows entities to instantly pre-screen customers for a pre-approved credit card based on customer information captured during the registration, promotion or checkout process while on an Internet web page. "Pre-approved" is a credit industry term that means that the customer has passed preliminary credit-information screening. The goals of this process include: creating a process that is seamless to the customer; automating the process for the entity; generating a response time that is in seconds; reducing the cost of additional card accounts per approved customer; developing a process that can be used by a credit card supplier for multiple entities; and establishing an entity implementation tool kit by the credit card supplier.	09/677,234	N/A	10/2/2000

Method, System, and Storage Medium for Pre-Screening Customers for Credit Card Approval at a Point of Sale	An exemplary embodiment of the invention relates to a method, system and storage medium for pre-screening customers for a credit card at a point of sale. The method includes receiving the customer data at a point of sale system and, during a check out process: transmitting the customer data to a server; searching a database for the customer data; and based upon results of the searching, performing a credit worthiness check and providing said customer with an invitation to open a charge account. If the customer accepts the invitation, a charge account is opened before a payment method is selected whereby the customer can place the items selected for purchase on the new charge account while at the point of sale system. The system includes at least one point of sale system coupled to a communications link; a server coupled to the point of sale system via the communications link; a data storage device in communication with the server; and a link to a credit information server.	09/682,787	7,546,266	10/18/2001	6/9/2009	4/19/2026
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Method, System, and Storage Medium for Pre-Screening Customers for Credit Card Approval at a Point of Sale	An exemplary embodiment of the invention relates to a method, system and storage medium for pre-screening customers for a credit card at a point of sale. The method includes receiving the customer data at a point of sale system and, during a check out process: transmitting the customer data to a server; searching a database for the customer data; and based upon results of the searching, performing a credit worthiness check and providing said customer with an invitation to open a charge account. If the customer accepts the invitation, a charge account is opened before a payment method is selected whereby the customer can place the items selected for purchase on the new charge account while at the point of sale system. The system includes at least one point of sale system coupled to a communications link; a server coupled to the point of sale system via the communications link; a data storage device in communication with the server; and a link to a credit information server.	12/480,297	8,112,349	6/8/2009	2/7/2012	3/18/2022
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Event-Driven Credit Offers	A system may include detection of an event indicating a potential future credit need, identification of a person based on data associated with the event, determination of a credit product based on the detected event, and determination of whether the person qualifies for the credit product based on a creditworthiness of the person. In some aspects, the determination of whether the person qualifies for the credit product includes determination of a creditworthiness requirement associated with the credit product, and determination of whether the creditworthiness of the person satisfies the creditworthiness requirement.	12/099,853	N/A	4/9/2008		
Payment Card Processing System and Methods	A payment card processing system and method is provided that allows an account holder to upgrade a private label card to a dual card. The dual card may be used for both private label transactions and bankcard transactions. Methods for upgrading to the dual card account include selecting a private label account having associated monetary and non-monetary data and maintained on a first processing platform for upgrade to a dual card account, creating the	10/656,798	7,774,274	9/5/2003	8/10/2010	7/14/2027

dual card account on a second processing platform, transferring the non-monetary data associated with the private label account from the first processing platform to the second processing platform for association with the dual card account, and initiating a trailing activity process to identify monetary and non-monetary activity associated with the private label account and update a cross reference table to associate the trailing activity with the dual card account.

Payment Card
Processing System
and Methods

CA 2537917

9/5/2003

Software

<u>Application</u>	<u>Description</u>
Business Center	Internet Application portal used by our Payment Solutions Merchants and Care Credit Providers to provide services such as apply for credit, authorize sales, receive reports and reorder collateral (Also called CCPRO)
Consumer Center	Internet application used by our Payment Solutions and Care Credit account holders to service account
Customer Presentment	Application used to present documents to cardholders online (ebills, letters etc)
Deposits Origination	Mobile application for online origination of new Deposit accounts
Deposits Servicing	Mobile application for online servicing of Deposits Accounts
Deposits Workstation	Application used by Customer Service representatives to service Deposits customers
eApply BRC/CML	Internet application to allow commercial and Business Revolving Credit (BRC) customers to apply for credit
eApply Consumer	Internet application to allow consumer to apply for credit
eDealer Apply	Internet application to allow dealers to apply for credit

Edison	Application used to process Commercial credit applications for RC Clients
eService BRC/CML,	Internet application to allow commercial and BRC account holders to service their accounts
eService Consumer	Internet application to allow RC cardholders to service their accounts
eTail	Internet application to provide powerful customized solutions for Payment Solutions and Care Credit consumers to apply for credit
Ge Online Apply	Internet application to allow Payment Solutions and Care Credit consumers to apply for credit (Note: This application will ultimately be replaced by eTail and will be referred to as eTail as of Closing.)
GECOM	Application that managed Commercial PROX accounts. It includes receivables processing, customer service, billing etc.
Genasys	Primary consumer Credit Originations platform for Retail Card portfolios. Includes embedded and highly customized rule engines
IVR	IVR solutions to provide call response for GECRB cardholders, merchants, providers, clients etc
Midrange Remittance	Application that processes majority payment files for GECRB
OEM CEDA	Internet application used by Yamaha Payment Solutions merchant
POS	Full suite of Point of Sales solutions used to process new credit applications and to process sales authorizations. Also includes sophisticated standin system that performance processing if primary applications are down.
Remittance	Mainframe application that processes payment files for GECRB. This will be replaced by Midrange Remittance
Settlement MBS (local mods)	Local modifications made to Visionplus to provide settlement processing with GECRB retail clients
Surveyor	Application that processes Payment Solutions and Care Credit consumer and commercial new credit applications.
Symphony	Customer Service application used to provide originate and service new credit applications for Payment Solutions and Care Credit
Workstation	Sophisticated application use by Customer Service, Collections and Fraud agents to manage cardholder accounts, provide work queuing and ensure compliant engagement with the cardholder
Alpha Search	Application that allows customer service to search customers by a variety of criteria
Gesmart	Application that processes commercial sales authorizations using rule engine
Ptc	Application to capture and manage new merchant and provider prospects for Payment Solutions and Care Credit.
secureb2c	Internet application used by Payment solutions merchants to provide Business to consumer functionality
Snss	Application that processes settlement files received by RC clients
Ab initio Middleware Graphs	Middleware services that provide front end applications with access to back end services. In use by Business Center and Consumer Center

b2b web services	Internet web services used by Payment Solutions Merchants and Care Credit providers to access back end business services such as processing new credit applications and authorizing sales
business accelerator	Suite of services used to access FDR systems to retrieve data for customer service and collections agents
eCom Web Services	Internet Web Services used by Paypal to access backend services to allow Paypal to provide account services solutions
Genius	Application used by Call Center and Collection agents to verify processes and procedures
WTX Middleware	Suite of middleware services to applications to access back end services and to interface with each other
FDR Gforce (models)	Models used by FDR authorization solution to apply GEGRB specific rules to sales authorizations
OSB	Middleware solution that provides orchestration and business services to calling applications such as Consumer Center and DOC.
Business Dealer Locator	Internet application service that allows users to look up dealers online based on location
Alp	Account level profitability data mart
business objects universes	Suite of data stores that allow reporting of business information extracted from data marts
Cdci	Primary Consumer cardholder data ware house
Cmap	Provides a single consumer customer view across all account relationships within GE Money.
collections dw	Collections Data warehouse
commercial dw	Commercial Data warehouse
deposit DW	Deposits data warehouse
dts dw	Contains Consumer Customer Service Data sourced from the Workstations application system.
gforce DM	Authorizations data mart
jcp credit central	Internet portal to allow JCP client to access reporting
Ocv	One customer view allows fraud underwriters and collections to view customers across production lines. URL is https://prod-epsilon.rfs .
operations dw	Operations data warehouse
Ots72	Datamart that provides 72 months of cardholder data
Pdr	Primary consumer cardholder data warehouse for Payment Solutions and Care Credit
quality DW	Quality data warehouse
Recovery dw	Recovery data warehouse
sku cml	SKU level data warehouse for commercial accounts
sku consumer	SKU level data warehouse for consumer accounts
token dm	Data Mart used for account tokenization
walmart credit central	Internet portal to allow Walmart client to access reporting
Sas Analytic models	Marketing and Risk analytic models
Deposits marketing site	Primary landing page for Deposits prospects and account holders
Inside compliance	Static webpage that contains articles around compliance

Risk-Collection Scores

<u>Name</u>	<u>Description</u>
Radar 3.0	Consumer risk score
Compass	Commercial acquisition score
JCP Behavior	Consumer account management score
CAM Behavior	Consumer account management score
Internal Behavior	Consumer account management score
CAM Bureau Triggers	Consumer account management score
Internal Collections Scores	Consumer collections scores (four versions)
Internal Placement Optimizer	Consumer collections scores

Customer List

<u>Name</u>	<u>Description</u>
GECRB Customer Data	Data related to GECRB customer relationship