

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549  
**FORM 10-Q**

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

For the quarterly period ended March 31, 2018

OR

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

**001-36560**

(Commission File Number)



**SYNCHRONY FINANCIAL**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**51-0483352**

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

**777 Long Ridge Road**

**Stamford, Connecticut**

(Address of principal executive offices)

**06902**

(Zip Code)

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

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

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

The number of shares of the registrant's common stock, par value \$0.001 per share, outstanding as of April 23, 2018 was 754,756,608.

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## Synchrony Financial

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## Certain Defined Terms

Except as the context may otherwise require in this report, references to:

- “we,” “us,” “our” and the “Company” are to SYNCHRONY FINANCIAL and its subsidiaries;
- “Synchrony” are to SYNCHRONY FINANCIAL only;
- “GE” are to General Electric Company and its subsidiaries;
- the “Bank” are to Synchrony Bank (a subsidiary of Synchrony);
- the “Board of Directors” are to Synchrony’s board of directors;
- the “Tax Act” are to P.L. 115-97, commonly referred to as the Tax Cuts and Jobs Act, signed into law on December 22, 2017;
- “Separation” are to Synchrony’s separation from GE in November 2015 when Synchrony became a stand-alone savings and loan holding company following the completion of GE’s exchange offer, in which GE exchanged shares of GE common stock for all the remaining shares of our common stock it owned; and
- “FICO” are to a credit score developed by Fair Isaac & Co., which is widely used as a means of evaluating the likelihood that credit users will pay their obligations.

We provide a range of credit products through programs we have established with a diverse group of national and regional retailers, local merchants, manufacturers, buying groups, industry associations and healthcare service providers, which, in our business and in this report, we refer to as our “partners.” The terms of the programs all require cooperative efforts between us and our partners of varying natures and degrees to establish and operate the programs. Our use of the term “partners” to refer to these entities is not intended to, and does not, describe our legal relationship with them, imply that a legal partnership or other relationship exists between the parties or create any legal partnership or other relationship. The “average length of our relationship” with respect to a specified group of partners or programs is measured on a weighted average basis by interest and fees on loans for the year ended December 31, 2017 for those partners or for all partners participating in a program, based on the date each partner relationship or program, as applicable, started.

Unless otherwise indicated, references to “loan receivables” do not include loan receivables held for sale.

For a description of certain other terms we use, including “active account” and “purchase volume,” see the notes to “*Item 7. Management’s Discussion and Analysis—Results of Operations—Other Financial and Statistical Data*” in our Annual Report on Form 10-K for the year ended December 31, 2017 (our “2017 Form 10-K”). There is no standard industry definition for many of these terms, and other companies may define them differently than we do.

“Synchrony” and its logos and other trademarks referred to in this report, including CareCredit®, Quickscreen®, Dual Card™, Synchrony Car Care™ and SyPI™, belong to us. Solely for convenience, we refer to our trademarks in this report without the ™ and ® symbols, but such references are not intended to indicate that we will not assert, to the fullest extent under applicable law, our rights to our trademarks. Other service marks, trademarks and trade names referred to in this report are the property of their respective owners.

On our website at [www.synchronyfinancial.com](http://www.synchronyfinancial.com), we make available under the “Investors-SEC Filings” menu selection, free of charge, our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to these reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after such reports or amendments are electronically filed with, or furnished to, the SEC. The SEC maintains an Internet site at [www.sec.gov](http://www.sec.gov) that contains reports, proxy and information statements, and other information that we file electronically with the SEC.

### **Cautionary Note Regarding Forward-Looking Statements:**

Various statements in this Quarterly Report on Form 10-Q may contain “forward-looking statements” as defined in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which are subject to the “safe harbor” created by those sections. Forward-looking statements may be identified by words such as “expects,” “intends,” “anticipates,” “plans,” “believes,” “seeks,” “targets,” “outlook,” “estimates,” “will,” “should,” “may” or words of similar meaning, but these words are not the exclusive means of identifying forward-looking statements.

Forward-looking statements are based on management’s current expectations and assumptions, and are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. As a result, actual results could differ materially from those indicated in these forward-looking statements. Factors that could cause actual results to differ materially include global political, economic, business, competitive, market, regulatory and other factors and risks, such as: the impact of macroeconomic conditions and whether industry trends we have identified develop as anticipated; retaining existing partners and attracting new partners, concentration of our revenue in a small number of Retail Card partners, promotion and support of our products by our partners, and financial performance of our partners; cyber-attacks or other security breaches; higher borrowing costs and adverse financial market conditions impacting our funding and liquidity, and any reduction in our credit ratings; our ability to grow our deposits in the future; our ability to securitize our loan receivables, occurrence of an early amortization of our securitization facilities, loss of the right to service or subservice our securitized loan receivables, and lower payment rates on our securitized loan receivables; changes in market interest rates and the impact of any margin compression; effectiveness of our risk management processes and procedures, reliance on models which may be inaccurate or misinterpreted, our ability to manage our credit risk, the sufficiency of our allowance for loan losses and the accuracy of the assumptions or estimates used in preparing our financial statements; our ability to offset increases in our costs in retailer share arrangements; competition in the consumer finance industry; our concentration in the U.S. consumer credit market; our ability to successfully develop and commercialize new or enhanced products and services; our ability to realize the value of acquisitions and strategic investments; reductions in interchange fees; fraudulent activity; failure of third-parties to provide various services that are important to our operations; disruptions in the operations of our computer systems and data centers; international risks and compliance and regulatory risks and costs associated with international operations; alleged infringement of intellectual property rights of others and our ability to protect our intellectual property; litigation and regulatory actions; damage to our reputation; our ability to attract, retain and motivate key officers and employees; tax legislation initiatives or challenges to our tax positions and/or interpretations and state sales tax rules and regulations; a material indemnification obligation to GE under the Tax Sharing and Separation Agreement with GE if we cause the split-off from GE or certain preliminary transactions to fail to qualify for tax-free treatment or in the case of certain significant transfers of our stock following the split-off; regulation, supervision, examination and enforcement of our business by governmental authorities, the impact of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”) and the impact of the Consumer Financial Protection Bureau’s (the “CFPB”) regulation of our business; impact of capital adequacy rules and liquidity requirements; restrictions that limit our ability to pay dividends and repurchase our common stock and restrictions that limit the Bank’s ability to pay dividends to us; regulations relating to privacy, information security and data protection; use of third-party vendors and ongoing third-party business relationships; and failure to comply with anti-money laundering and anti-terrorism financing laws.

For the reasons described above, we caution you against relying on any forward-looking statements, which should also be read in conjunction with the other cautionary statements that are included elsewhere in this report and in our public filings, including under the heading “Risk Factors” in our 2017 Form 10-K. You should not consider any list of such factors to be an exhaustive statement of all of the risks, uncertainties, or potentially inaccurate assumptions that could cause our current expectations or beliefs to change. Further, any forward-looking statement speaks only as of the date on which it is made, and we undertake no obligation to update or revise any forward-looking statement to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events, except as otherwise may be required by the federal securities laws.

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our condensed consolidated financial statements and related notes included elsewhere in this quarterly report and in our 2017 Form 10-K. The discussion below contains forward-looking statements that are based upon current expectations and are subject to uncertainty and changes in circumstances. Actual results may differ materially from these expectations. See "*Cautionary Note Regarding Forward-Looking Statements.*"

### Introduction and Business Overview

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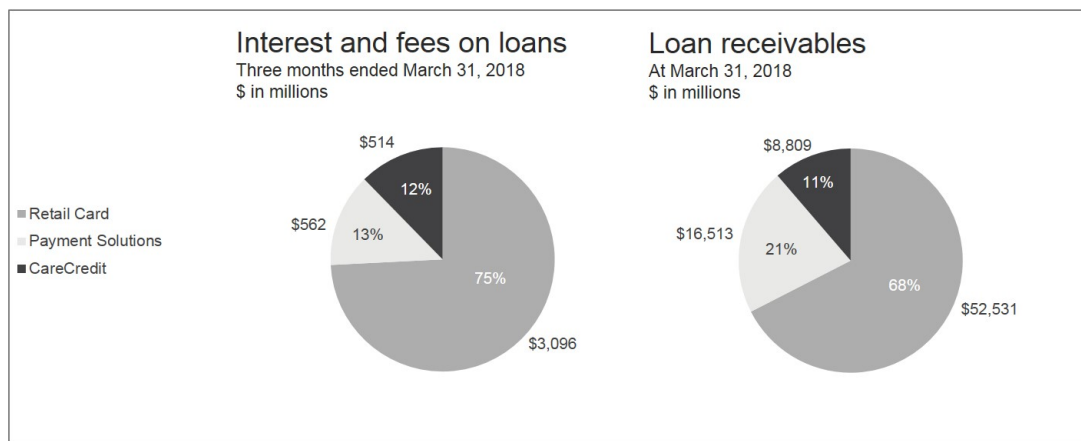
We are a premier consumer financial services company delivering customized financing programs across key industries including retail, health, auto, travel and home, along with award-winning consumer banking products. We provide a range of credit products through our financing programs which we have established with a diverse group of national and regional retailers, local merchants, manufacturers, buying groups, industry associations and healthcare service providers, which we refer to as our "partners." For the three months ended March 31, 2018, we financed \$29.6 billion of purchase volume and had 71.3 million average active accounts. At March 31, 2018, we had \$77.9 billion of loan receivables.

We offer our credit products primarily through our wholly-owned subsidiary, the Bank. In addition, through the Bank, we offer, directly to retail and commercial customers, a range of deposit products insured by the Federal Deposit Insurance Corporation ("FDIC"), including certificates of deposit, individual retirement accounts ("IRAs"), money market accounts and savings accounts. We also take deposits at the Bank through third-party securities brokerage firms that offer our FDIC-insured deposit products to their customers. We have significantly expanded our online direct banking operations in recent years and our deposit base serves as a source of stable and diversified low cost funding for our credit activities. At March 31, 2018, we had \$56.6 billion in deposits, which represented 73% of our total funding sources.

### Our Sales Platforms

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We conduct our operations through a single business segment. Profitability and expenses, including funding costs, loan losses and operating expenses, are managed for the business as a whole. Substantially all of our operations are within the United States. We offer our credit products through three sales platforms (Retail Card, Payment Solutions and CareCredit). Those platforms are organized by the types of products we offer and the partners we work with, and are measured on interest and fees on loans, loan receivables, new accounts and other sales metrics.



## Retail Card

Retail Card is a leading provider of private label credit cards, and also provides Dual Cards, general purpose co-branded credit cards and small- and medium-sized business credit products. We offer one or more of these products primarily through 29 national and regional retailers with which we have ongoing program agreements. The average length of our relationship with these Retail Card partners is 20 years. Retail Card's revenue primarily consists of interest and fees on our loan receivables. Other income primarily consists of interchange fees earned when our Dual Card or general purpose co-branded credit cards are used outside of our partners' sales channels and fees paid to us by customers who purchase our debt cancellation products, less loyalty program payments. In addition, the majority of our retailer share arrangements, which generally provide for payment to our partner if the economic performance of the program exceeds a contractually-defined threshold, are with partners in the Retail Card sales platform. Substantially all of the credit extended in this platform is on standard terms.

## Payment Solutions

Payment Solutions is a leading provider of promotional financing for major consumer purchases, offering primarily private label credit cards and installment loans. Payment Solutions offers these products through participating partners consisting of national and regional retailers, local merchants, manufacturers, buying groups and industry associations. Substantially all of the credit extended in this platform is promotional financing. Payment Solutions' revenue primarily consists of interest and fees on our loan receivables, including "merchant discounts," which are fees paid to us by our partners in almost all cases to compensate us for all or part of foregone interest income associated with promotional financing.

## CareCredit

CareCredit is a leading provider of promotional financing to consumers for health and personal care procedures, products or services. We have a network of CareCredit providers and health-focused retailers, the vast majority of which are individual or small groups of independent healthcare providers, through which we offer a CareCredit branded private label credit card and our CareCredit Dual Card offering. Substantially all of the credit extended in this platform is promotional financing. CareCredit's revenue primarily consists of interest and fees on our loan receivables, including merchant discounts.

## Our Credit Products

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Through our platforms, we offer three principal types of credit products: credit cards, commercial credit products and consumer installment loans. We also offer a debt cancellation product.

The following table sets forth each credit product by type and indicates the percentage of our total loan receivables that are under standard terms only or pursuant to a promotional financing offer at March 31, 2018.

Credit Product	Standard Terms Only	Promotional Offer		Total
		Deferred Interest	Other Promotional	
Credit cards	66.6%	15.4%	14.4%	96.4%
Commercial credit products	1.6	—	—	1.6
Consumer installment loans	—	—	2.0	2.0
Other	—	—	—	—
<b>Total</b>	<b>68.2%</b>	<b>15.4%</b>	<b>16.4%</b>	<b>100.0%</b>

### Credit Cards

We offer the following principal types of credit cards:

- **Private Label Credit Cards.** Private label credit cards are partner-branded credit cards (e.g., Lowe's or Amazon) or program-branded credit cards (e.g., Synchrony Car Care or CareCredit) that are used primarily for the purchase of goods and services from the partner or within the program network. In addition, in some cases, cardholders may be permitted to access their credit card accounts for cash advances. In Retail Card, credit under our private label credit cards typically is extended on standard terms only, and in Payment Solutions and CareCredit, credit under our private label credit cards typically is extended pursuant to a promotional financing offer.
- **Dual Cards and General Purpose Co-Brand Cards.** Our patented Dual Cards are credit cards that function as private label credit cards when used to purchase goods and services from our partners and as general purpose credit cards when used elsewhere. We also offer general purpose co-branded credit cards that do not function as private label cards. Credit extended under our Dual Cards and general purpose co-branded credit cards typically is extended under standard terms only. Dual Cards and general purpose co-branded credit cards are primarily offered through our Retail Card platform. At March 31, 2018, we offered these credit cards through 21 of our 29 ongoing Retail Card programs, of which the majority are Dual Cards.

### Commercial Credit Products

We offer private label cards and Dual Cards for commercial customers that are similar to our consumer offerings. We also offer a commercial pay-in-full accounts receivable product to a wide range of business customers. We offer our commercial credit products primarily through our Retail Card platform to the commercial customers of our Retail Card partners.

### Installment Loans

In Payment Solutions, we originate installment loans to consumers (and a limited number of commercial customers) in the United States, primarily in the power products market (motorcycles, ATVs and lawn and garden). Installment loans are closed-end credit accounts where the customer pays down the outstanding balance in installments. Installment loans are assessed periodic finance charges using fixed interest rates.



## Business Trends and Conditions

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We believe our business and results of operations will be impacted in the future by various trends and conditions. For a discussion of certain trends and conditions, see “*Management’s Discussion and Analysis of Financial Condition and Results of Operations—Business Trends and Conditions*” in our 2017 Form 10-K. For a discussion of how certain trends and conditions impacted the three months ended March 31, 2018, see “—*Results of Operations*.”

## Seasonality

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In our Retail Card and Payment Solutions platforms, we experience fluctuations in transaction volumes and the level of loan receivables as a result of higher seasonal consumer spending and payment patterns that typically result in an increase of loan receivables from August through a peak in late December, with reductions in loan receivables occurring over the first and second quarters of the following year as customers pay their balances down.

The seasonal impact to transaction volumes and the loan receivables balance typically results in fluctuations in our results of operations, delinquency metrics and the allowance for loan losses as a percentage of total loan receivables between quarterly periods.

In addition to the seasonal variance in loan receivables discussed above, we also experience a seasonal increase in delinquency rates and delinquent loan receivables balances during the third and fourth quarters of each year due to lower customer payment rates resulting in higher net charge-off rates in the first and second quarters. Our delinquency rates and delinquent loan receivables balances typically decrease during the subsequent first and second quarters as customers begin to pay down their loan balances and return to current status resulting in lower net charge-off rates in the third and fourth quarters. Because customers who were delinquent during the fourth quarter of a calendar year have a higher probability of returning to current status when compared to customers who are delinquent at the end of each of our interim reporting periods, we expect that a higher proportion of delinquent accounts outstanding at an interim period end will result in charge-offs, as compared to delinquent accounts outstanding at a year end. Consistent with this historical experience, we generally experience a higher allowance for loan losses as a percentage of total loan receivables at the end of an interim period, as compared to the end of a calendar year. In addition, despite improving credit metrics such as declining past due amounts, we may experience an increase in our allowance for loan losses at an interim period end compared to the prior year end, reflecting these same seasonal trends.

The seasonal trends discussed above are most evident between the fourth quarter and the first quarter of the following year. Loan receivables decreased by \$4.1 billion, or 5.0%, to \$77.9 billion at March 31, 2018 compared to December 31, 2017, and our allowance for loan losses as a percentage of total loan receivables increased to 7.37% at March 31, 2018, from 6.80% at December 31, 2017, primarily reflecting the effects of these trends. Past due balances declined to \$3.5 billion at March 31, 2018 from \$3.8 billion at December 31, 2017, primarily due to collections from customers that were previously delinquent. The increase in the allowance for loan losses as a percentage of loan receivables at March 31, 2018 compared to December 31, 2017, despite a decrease in our past due balances, primarily reflects these same seasonal trends.

## Results of Operations

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### Highlights for the Three Months Ended March 31, 2018

Below are highlights of our performance for the three months ended March 31, 2018 compared to the three months ended March 31, 2017, as applicable, except as otherwise noted.

- Net earnings increased 28.3% to \$640 million for the three months ended March 31, 2018, driven by higher net interest income and lower provision for income taxes, partially offset by increases in other expense and provision for loan losses.
- Loan receivables increased 6.1% to \$77,853 million at March 31, 2018 compared to March 31, 2017, primarily driven by higher purchase volume and average active account growth.
- Net interest income increased 7.1% to \$3,842 million for the three months ended March 31, 2018, primarily due to higher average loan receivables.
- Retailer share arrangements increased 5.3% to \$720 million for the three months ended March 31, 2018, primarily as a result of growth and yield improvement of the programs in which we have retailer share arrangements, partially offset by higher program expenses.
- Over-30 day loan delinquencies as a percentage of period-end loan receivables increased 27 basis points to 4.52% at March 31, 2018 from 4.25% at March 31, 2017, and net charge-off rate increased 81 basis points to 6.14% for the three months ended March 31, 2018.
- Provision for loan losses increased by \$56 million, or 4.3%, for the three months ended March 31, 2018, primarily due to higher net charge-offs, partially offset by a lower loan loss reserve build. Our allowance coverage ratio (allowance for loan losses as a percent of end of period loan receivables) increased to 7.37% at March 31, 2018, as compared to 6.37% at March 31, 2017.
- Other expense increased by \$80 million, or 8.8%, for the three months ended March 31, 2018, primarily driven by business growth and marketing investments.
- Provision for income taxes decreased by \$76 million, or 26.9%, for the three months ended March 31, 2018, primarily due to the reduction in the corporate tax rate included in the Tax Act.
- At March 31, 2018, deposits represented 73% of our total funding sources. Total deposits remained relatively flat at \$56.6 billion at March 31, 2018, compared to December 31, 2017, driven primarily by growth in our direct deposits of 5.4% to \$45.0 billion, offset by a reduction in our brokered deposits.
- During the three months ended March 31, 2018, we repurchased \$410 million of our outstanding common stock, and declared and paid cash dividends of \$0.15 per share, or \$114 million.

### ***New and Extended Partner Agreements during the three months ended March 31, 2018***

- We announced our new partnership with Crate and Barrel in our Retail Card sales platform.
- We extended our Payment Solutions program agreements with American Signature Furniture, Briggs & Stratton and Nationwide Marketing Group and announced our new partnership with Mahindra. In April 2018, we also announced our program with jtv.
- In our CareCredit sales platform, we expanded our network to include American Med Spa Association, the Spa Industry Association and the American Veterinary Medical Association.

## Summary Earnings

The following table sets forth our results of operations for the periods indicated.

(\$ in millions)	Three months ended March 31,	
	2018	2017
Interest income	\$ 4,244	\$ 3,913
Interest expense	402	326
<b>Net interest income</b>	<b>3,842</b>	<b>3,587</b>
Retailer share arrangements	(720)	(684)
<b>Net interest income, after retailer share arrangements</b>	<b>3,122</b>	<b>2,903</b>
Provision for loan losses	1,362	1,306
<b>Net interest income, after retailer share arrangements and provision for loan losses</b>	<b>1,760</b>	<b>1,597</b>
Other income	75	93
Other expense	988	908
<b>Earnings before provision for income taxes</b>	<b>847</b>	<b>782</b>
Provision for income taxes	207	283
<b>Net earnings</b>	<b>\$ 640</b>	<b>\$ 499</b>

## Other Financial and Statistical Data

The following table sets forth certain other financial and statistical data for the periods indicated.

(\$ in millions)	At and for the	
	Three months ended March 31,	
	2018	2017
<b>Financial Position Data (Average):</b>		
Loan receivables, including held for sale	\$ 79,090	\$ 74,132
Total assets	\$ 95,707	\$ 89,468
Deposits	\$ 56,656	\$ 52,069
Borrowings	\$ 21,205	\$ 20,081
Total equity	\$ 14,276	\$ 14,323
<b>Selected Performance Metrics:</b>		
Purchase volume <sup>(1)</sup>	\$ 29,626	\$ 28,880
Retail Card	\$ 23,382	\$ 22,952
Payment Solutions	\$ 3,823	\$ 3,686
CareCredit	\$ 2,421	\$ 2,242
Average active accounts (in thousands) <sup>(2)</sup>	71,323	69,629
Net interest margin <sup>(3)</sup>	16.05%	16.18%
Net charge-offs	\$ 1,198	\$ 974
Net charge-offs as a % of average loan receivables, including held for sale	6.14%	5.33%
Allowance coverage ratio <sup>(4)</sup>	7.37%	6.37%
Return on assets <sup>(5)</sup>	2.7%	2.3%
Return on equity <sup>(6)</sup>	18.2%	14.1%
Equity to assets <sup>(7)</sup>	14.92%	16.01%
Other expense as a % of average loan receivables, including held for sale	5.07%	4.97%
Efficiency ratio <sup>(8)</sup>	30.9%	30.3%
Effective income tax rate	24.4%	36.2%
<b>Selected Period-End Data:</b>		
Loan receivables	\$ 77,853	\$ 73,350
Allowance for loan losses	\$ 5,738	\$ 4,676
30+ days past due as a % of period-end loan receivables <sup>(9)</sup>	4.52%	4.25%
90+ days past due as a % of period-end loan receivables <sup>(9)</sup>	2.28%	2.06%
Total active accounts (in thousands) <sup>(2)</sup>	68,891	67,905

(1) Purchase volume, or net credit sales, represents the aggregate amount of charges incurred on credit cards or other credit product accounts less returns during the period.

Purchase volume includes activity related to our portfolios classified as held for sale.

(2) Active accounts represent credit card or installment loan accounts on which there has been a purchase, payment or outstanding balance in the current month.

(3) Net interest margin represents net interest income divided by average interest-earning assets.

(4) Allowance coverage ratio represents allowance for loan losses divided by total period-end loan receivables.

(5) Return on assets represents net earnings as a percentage of average total assets.

(6) Return on equity represents net earnings as a percentage of average total equity.

(7) Equity to assets represents average equity as a percentage of average total assets.

(8) Efficiency ratio represents (i) other expense, divided by (ii) net interest income, after retailer share arrangements, plus other income.

(9) Based on customer statement-end balances extrapolated to the respective period-end date.

## Average Balance Sheet

The following tables set forth information for the periods indicated regarding average balance sheet data, which are used in the discussion of interest income, interest expense and net interest income that follows.

	2018			2017		
	Average Balance	Interest Income / Expense	Average Yield / Rate <sup>(1)</sup>	Average Balance	Interest Income/ Expense	Average Yield / Rate <sup>(1)</sup>
<i>Three months ended March 31 (\$ in millions)</i>						
<b>Assets</b>						
<b>Interest-earning assets:</b>						
Interest-earning cash and equivalents <sup>(2)</sup>	\$ 12,434	\$ 47	1.53%	\$ 10,552	\$ 21	0.81%
Securities available for sale	5,584	25	1.82%	5,213	15	1.17%
<b>Loan receivables<sup>(3)</sup>:</b>						
Credit cards, including held for sale	76,181	4,099	21.82%	71,365	3,811	21.66%
Consumer installment loans	1,572	36	9.29%	1,389	32	9.34%
Commercial credit products	1,286	36	11.35%	1,317	34	10.47%
Other	51	1	NM	61	—	—%
<b>Total loan receivables</b>	<b>79,090</b>	<b>4,172</b>	<b>21.39%</b>	<b>74,132</b>	<b>3,877</b>	<b>21.21%</b>
<b>Total interest-earning assets</b>	<b>97,108</b>	<b>4,244</b>	<b>17.72%</b>	<b>89,897</b>	<b>3,913</b>	<b>17.65%</b>
<b>Non-interest-earning assets:</b>						
Cash and due from banks	1,197			802		
Allowance for loan losses	(5,608)			(4,408)		
Other assets	3,010			3,177		
<b>Total non-interest-earning assets</b>	<b>(1,401)</b>			<b>(429)</b>		
<b>Total assets</b>	<b>\$ 95,707</b>			<b>\$ 89,468</b>		
<b>Liabilities</b>						
<b>Interest-bearing liabilities:</b>						
Interest-bearing deposit accounts	\$ 56,356	\$ 249	1.79%	\$ 51,829	\$ 194	1.52%
Borrowings of consolidated securitization entities	12,410	74	2.42%	12,321	65	2.14%
Senior unsecured notes	8,795	79	3.64%	7,760	67	3.50%
<b>Total interest-bearing liabilities</b>	<b>77,561</b>	<b>402</b>	<b>2.10%</b>	<b>71,910</b>	<b>326</b>	<b>1.84%</b>
<b>Non-interest-bearing liabilities:</b>						
Non-interest-bearing deposit accounts	300			240		
Other liabilities	3,570			2,995		
<b>Total non-interest-bearing liabilities</b>	<b>3,870</b>			<b>3,235</b>		
<b>Total liabilities</b>	<b>81,431</b>			<b>75,145</b>		
<b>Equity</b>						
<b>Total equity</b>	<b>14,276</b>			<b>14,323</b>		
<b>Total liabilities and equity</b>	<b>\$ 95,707</b>			<b>\$ 89,468</b>		
<b>Interest rate spread<sup>(4)</sup></b>			15.62%			15.81%
<b>Net interest income</b>		<b>\$ 3,842</b>			<b>\$ 3,587</b>	
<b>Net interest margin<sup>(5)</sup></b>			16.05%			16.18%

(1) Average yields/rates are based on total interest income/expense over average balances.

(2) Includes average restricted cash balances of \$771 million and \$694 million for the three months ended March 31, 2018 and 2017, respectively.

(3) Interest income on loan receivables includes fees on loans of \$644 million and \$628 million for the three months ended March 31, 2018 and 2017, respectively.

(4) Interest rate spread represents the difference between the yield on total interest-earning assets and the rate on total interest-bearing liabilities.

(5) Net interest margin represents net interest income divided by average total interest-earning assets.

For a summary description of the composition of our key line items included in our Statements of Earnings, see *Management's Discussion and Analysis of Financial Condition and Results of Operations* in our 2017 Form 10-K.

## Interest Income

Interest income increased by \$331 million, or 8.5%, for the three months ended March 31, 2018 driven primarily by growth in our average loan receivables.

### Average interest-earning assets

Three months ended March 31 (\$ in millions)

	2018	%	2017	%
Loan receivables, including held for sale	\$ 79,090	81.4%	\$ 74,132	82.5%
Liquidity portfolio and other	18,018	18.6%	15,765	17.5%
<b>Total average interest-earning assets</b>	<b>\$ 97,108</b>	<b>100.0%</b>	<b>\$ 89,897</b>	<b>100.0%</b>

The increase in average loan receivables of 6.7% for the three months ended March 31, 2018 was driven primarily by higher purchase volume of 2.6% and average active account growth of 2.4%.

Average active accounts increased 2.4% to 71.3 million for the three months ended March 31, 2018, and the average balance per active account increased 4.2%.

### Yield on average interest-earning assets

The yield on average interest-earning assets increased for the three months ended March 31, 2018, primarily due to an increase in the yield on our average loan receivables of 18 basis points to 21.39%, partially offset by a decrease in the percentage of interest-earning assets attributable to loan receivables for the three months ended March 31, 2018. The decrease was driven primarily by higher liquidity related to the pre-funding strategy for the PayPal credit portfolio acquisition.

## Interest Expense

Interest expense increased by \$76 million, or 23.3%, for the three months ended March 31, 2018, primarily driven by higher cost of funds and the growth in our deposit liabilities. Our cost of funds increased to 2.10% for the three months ended March 31, 2018, compared to 1.84% for the three months ended March 31, 2017, due to higher benchmark interest rates, increased competition for retail deposits and the pre-funding strategy for the PayPal credit portfolio acquisition.

### Average interest-bearing liabilities

Three months ended March 31 (\$ in millions)

	2018	%	2017	%
Interest-bearing deposit accounts	\$ 56,356	72.7%	\$ 51,829	72.1%
Borrowings of consolidated securitization entities	12,410	16.0%	12,321	17.1%
Third-party debt	8,795	11.3%	7,760	10.8%
<b>Total average interest-bearing liabilities</b>	<b>\$ 77,561</b>	<b>100.0%</b>	<b>\$ 71,910</b>	<b>100.0%</b>

The increase in average interest-bearing liabilities for the three months ended March 31, 2018 was driven primarily by growth in our direct deposits.

## Net Interest Income

Net interest income increased by \$255 million, or 7.1%, for the three months ended March 31, 2018, primarily driven by higher average loan receivables.

## Retailer Share Arrangements

Retailer share arrangements increased by \$36 million, or 5.3%, for the three months ended March 31, 2018, driven primarily by growth and yield improvement of the programs in which we have retailer share arrangements, partially offset by higher program expenses.

## Provision for Loan Losses

Provision for loan losses increased by \$56 million, or 4.3%, for the three months ended March 31, 2018, primarily due to higher net charge-offs, partially offset by a lower loan loss reserve build.

Our allowance coverage ratio increased to 7.37% at March 31, 2018, as compared to 6.37% at March 31, 2017, reflecting the increase in forecasted losses inherent in our loan portfolio.

## Other Income

	Three months ended March 31,	
	2018	2017
<i>(\$ in millions)</i>		
Interchange revenue	\$ 158	\$ 145
Debt cancellation fees	66	68
Loyalty programs	(155)	(137)
Other	6	17
<b>Total other income</b>	<b>\$ 75</b>	<b>\$ 93</b>

Other income decreased by \$18 million, or 19.4%, for the three months ended March 31, 2018, primarily due to higher loyalty costs, partially offset by increased interchange revenue driven by increased purchase volume outside of our retail partners' sales channels.

## Other Expense

	Three months ended March 31,	
	2018	2017
<i>(\$ in millions)</i>		
Employee costs	\$ 358	\$ 323
Professional fees	166	151
Marketing and business development	121	94
Information processing	104	90
Other	239	250
<b>Total other expense</b>	<b>\$ 988</b>	<b>\$ 908</b>



Other expense increased by \$80 million, or 8.8%, for the three months ended March 31, 2018, primarily due to increases in employee costs and marketing and business development, as well as increases in professional fees and information processing.

The increase in employee costs was primarily due to new employees added to support the continued growth of the business. Marketing and business development expense increased primarily due to strategic investments in our sales platforms and increased marketing on retail deposits. Information processing costs and professional fees increased primarily due to both business growth and technology investments.

## Provision for Income Taxes

(\$ in millions)	Three months ended March 31,	
	2018	2017
Effective tax rate	24.4%	36.2%
Provision for income taxes	\$ 207	\$ 283

The effective tax rate for the three months ended March 31, 2018 decreased compared to the same period in the prior year primarily due to the reduction in the corporate tax rate from 35% to 21%. In each period the effective tax rate differs from the applicable U.S. federal statutory rate primarily due to state income taxes.

## Platform Analysis

As discussed above under “—Our Sales Platforms,” we offer our products through three sales platforms (Retail Card, Payment Solutions and CareCredit), which management measures based on their revenue-generating activities. The following is a discussion of certain supplemental information for the three months ended March 31, 2018, for each of our sales platforms.

### Retail Card

(\$ in millions)	Three months ended March 31,	
	2018	2017
Purchase volume	\$ 23,382	\$ 22,952
Period-end loan receivables	\$ 52,531	\$ 49,905
Average loan receivables	\$ 53,673	\$ 50,644
Average active accounts (in thousands)	55,927	55,049
Interest and fees on loans	\$ 3,096	\$ 2,888
Retailer share arrangements	\$ (714)	\$ (681)
Other income	\$ 65	\$ 77

Retail Card interest and fees on loans increased by \$208 million, or 7.2%, for the three months ended March 31, 2018. The increase was primarily the result of growth in average loan receivables.

Retailer share arrangements increased by \$33 million, or 4.8%, for the three months ended March 31, 2018, primarily as a result of the factors discussed under the heading “Retailer Share Arrangements” above.

Other income decreased by \$12 million, or 15.6%, for the three months ended March 31, 2018, primarily as a result of the factors discussed under the heading “Other Income” above.

## Payment Solutions

(\$ in millions)	Three months ended March 31,	
	2018	2017
Purchase volume	\$ 3,823	\$ 3,686
Period-end loan receivables	\$ 16,513	\$ 15,320
Average loan receivables	\$ 16,629	\$ 15,424
Average active accounts (in thousands)	9,545	9,090
Interest and fees on loans	\$ 562	\$ 515
Retailer share arrangements	\$ (4)	\$ (1)
Other income	\$ 2	\$ 4

Payment Solutions interest and fees on loans increased by \$47 million, or 9.1%, for the three months ended March 31, 2018. The increase was primarily driven by growth in average loan receivables.

## CareCredit

(\$ in millions)	Three months ended March 31,	
	2018	2017
Purchase volume	\$ 2,421	\$ 2,242
Period-end loan receivables	\$ 8,809	\$ 8,125
Average loan receivables	\$ 8,788	\$ 8,064
Average active accounts (in thousands)	5,851	5,490
Interest and fees on loans	\$ 514	\$ 474
Retailer share arrangements	\$ (2)	\$ (2)
Other income	\$ 8	\$ 12

CareCredit interest and fees on loans increased by \$40 million, or 8.4%, for the three months ended March 31, 2018. The increase was primarily driven by growth in average loan receivables.

## Debt Securities

The following discussion provides supplemental information regarding our debt securities portfolio. All of our debt securities are classified as available-for-sale at March 31, 2018 and December 31, 2017, and are held to meet our liquidity objectives and to comply with the Community Reinvestment Act. Debt securities classified as available-for-sale are reported in our Condensed Consolidated Statements of Financial Position at fair value.

The following table sets forth the amortized cost and fair value of our portfolio of debt securities at the dates indicated:

(\$ in millions)	At March 31, 2018		At December 31, 2017	
	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value
U.S. government and federal agency	\$ 3,361	\$ 3,352	\$ 2,419	\$ 2,416
State and municipal	42	42	44	44
Residential mortgage-backed	1,239	1,194	1,258	1,231
Asset-backed	1,672	1,669	781	780
U.S. corporate debt	2	2	2	2
Total	\$ 6,316	\$ 6,259	\$ 4,504	\$ 4,473

Unrealized gains and losses, net of the related tax effects, on available-for-sale debt securities that are not other-than-temporarily impaired are excluded from earnings and are reported as a separate component of comprehensive income (loss) until realized. At March 31, 2018, our debt securities had gross unrealized gains of \$1 million and gross unrealized losses of \$58 million. At December 31, 2017, our debt securities had gross unrealized gains of \$1 million and gross unrealized losses of \$32 million.

Our debt securities portfolio had the following maturity distribution at March 31, 2018.

(\$ in millions)	Due in 1 Year or Less	Due After 1 through 5 Years	Due After 5 through 10 Years	Due After 10 years	Total
U.S. government and federal agency	\$ 2,885	\$ 467	\$ —	\$ —	\$ 3,352
State and municipal	—	—	2	40	42
Residential mortgage-backed	—	—	56	1,138	1,194
Asset-backed	1,083	586	—	—	1,669
U.S. corporate debt	2	—	—	—	2
Total <sup>(1)</sup>	\$ 3,970	\$ 1,053	\$ 58	\$ 1,178	\$ 6,259
Weighted average yield <sup>(2)</sup>	1.8%	2.0%	2.8%	2.8%	2.0%

(1) Amounts stated represent estimated fair value.

(2) Weighted average yield is calculated based on the amortized cost of each security. In calculating yield, no adjustment has been made with respect to any tax-exempt obligations.

At March 31, 2018, we did not hold investments in any single issuer with an aggregate book value that exceeded 10% of equity, excluding obligations of the U.S. government.

## Loan Receivables

The following discussion provides supplemental information regarding our loan receivables portfolio.

Loan receivables are our largest category of assets and represent our primary source of revenue. The following table sets forth the composition of our loan receivables portfolio by product type at the dates indicated.

<i>(\$ in millions)</i>	<u>At March 31, 2018</u>	<u>(%)</u>	<u>At December 31, 2017</u>	<u>(%)</u>
<b>Loans</b>				
Credit cards	\$ 74,952	96.4%	\$ 79,026	96.5%
Consumer installment loans	1,590	2.0	1,578	1.9
Commercial credit products	1,275	1.6	1,303	1.6
Other	36	—	40	—
<b>Total loans</b>	<u>\$ 77,853</u>	<u>100.0%</u>	<u>\$ 81,947</u>	<u>100.0%</u>

Loan receivables decreased by \$4,094 million, or 5.0%, at March 31, 2018 compared to December 31, 2017, primarily driven by the seasonality of our business.

Loan receivables increased by \$4,503 million, or 6.1%, at March 31, 2018 compared to March 31, 2017, primarily driven by higher purchase volume and average active account growth.

Our loan receivables portfolio had the following geographic concentration at March 31, 2018.

<i>(\$ in millions)</i>	<u>Loan Receivables Outstanding</u>	<u>% of Total Loan Receivables Outstanding</u>
State		
Texas	\$ 8,027	10.3%
California	\$ 7,966	10.2%
Florida	\$ 6,529	8.4%
New York	\$ 4,326	5.6%
Pennsylvania	\$ 3,238	4.2%

## Impaired Loans and Troubled Debt Restructurings

Our loss mitigation strategy is intended to minimize economic loss and at times can result in rate reductions, principal forgiveness, extensions or other actions, which may cause the related loan to be classified as a Troubled Debt Restructuring ("TDR") and also be impaired. We use long-term modification programs for borrowers experiencing financial difficulty as a loss mitigation strategy to improve long-term collectability of the loans that are classified as TDRs. The long-term program involves changing the structure of the loan to a fixed payment loan with a maturity no longer than 60 months and reducing the interest rate on the loan. The long-term program does not normally provide for the forgiveness of unpaid principal, but may allow for the reversal of certain unpaid interest or fee assessments. We also make loan modifications for some customers who request financial assistance through external sources, such as a consumer credit counseling agency program. The loans that are modified typically receive a reduced interest rate but continue to be subject to the original minimum payment terms and do not normally include waiver of unpaid principal, interest or fees. The determination of whether these changes to the terms and conditions meet the TDR criteria includes our consideration of all relevant facts and circumstances.

Loans classified as TDRs are recorded at their present value with impairment measured as the difference between the loan balance and the discounted present value of cash flows expected to be collected, discounted at the original effective interest rate of the loan.

Interest income from loans accounted for as TDRs is accounted for in the same manner as other accruing loans. We accrue interest on credit card balances until the accounts are charged-off in the period the accounts become 180 days past due. The following table presents the amount of loan receivables that are not accruing interest, loans that are 90 days or more past-due and still accruing interest, and earning TDRs for the periods presented.

(\$ in millions)	At March 31, 2018	At December 31, 2017
Non-accrual loan receivables	\$ 4	\$ 5
Loans contractually 90 days past-due and still accruing interest	1,772	1,864
Earning TDRs <sup>(1)</sup>	969	940
Non-accrual, past-due and restructured loan receivables	\$ 2,745	\$ 2,809

(1) At March 31, 2018 and December 31, 2017, balances exclude \$110 million and \$103 million, respectively, of TDRs which are included in loans contractually 90 days past-due and still accruing interest on the balance. See Note 4. *Loan Receivables and Allowance for Loan Losses* to our condensed consolidated financial statements for additional information on the financial effects of TDRs for the three months ended March 31, 2018 and 2017.

(\$ in millions)	Three months ended March 31,	
	2018	2017
Gross amount of interest income that would have been recorded in accordance with the original contractual terms	\$ 62	\$ 51
Interest income recognized	12	12
Total interest income foregone	\$ 50	\$ 39

## Delinquencies

Over-30 day loan delinquencies as a percentage of period-end loan receivables increased to 4.52% at March 31, 2018 from 4.25% at March 31, 2017, and decreased from 4.67% at December 31, 2017. The 27 basis point increase compared to the same period in the prior year was primarily driven by the factors discussed in *"Business Trends and Conditions — Asset Quality"* in our 2017 Form 10-K. The decrease as compared to December 31, 2017 was primarily driven by the seasonality of our business, partially offset by the various factors referenced above.

## Net Charge-Offs

Net charge-offs consist of the unpaid principal balance of loans held for investment that we determine are uncollectible, net of recovered amounts. We exclude accrued and unpaid finance charges and fees and third-party fraud losses from charge-offs. Charged-off and recovered finance charges and fees are included in interest and fees on loans while third-party fraud losses are included in other expense. Charge-offs are recorded as a reduction to the allowance for loan losses and subsequent recoveries of previously charged-off amounts are credited to the allowance for loan losses. Costs incurred to recover charged-off loans are recorded as collection expense and included in other expense in our Condensed Consolidated Statements of Earnings.

The table below sets forth the ratio of net charge-offs to average loan receivables, including held for sale, for the periods indicated.

	Three months ended March 31,	
	2018	2017
Ratio of net charge-offs to average loan receivables, including held for sale	6.14%	5.33%

## Allowance for Loan Losses

The allowance for loan losses totaled \$5,738 million at March 31, 2018, compared with \$5,574 million at December 31, 2017 and \$4,676 million at March 31, 2017, representing our best estimate of probable losses inherent in the portfolio. Our allowance for loan losses as a percentage of total loan receivables increased to 7.37% at March 31, 2018, from 6.80% at December 31, 2017 and 6.37% at March 31, 2017, which reflects the increase in forecasted net charge-offs over the next twelve months. The increase from December 31, 2017 also includes the effects of the seasonality of our business. See "Business Trends and Conditions — Asset Quality" in our 2017 Form 10-K for discussion of the various factors that contribute to forecasted net charge-offs over the next twelve months.

The following tables provide changes in our allowance for loan losses for the periods presented:

(\$ in millions)	Balance at January 1, 2018	Provision charged to operations	Gross charge-offs	Recoveries	Balance at March 31, 2018
Credit cards	\$ 5,483	\$ 1,334	\$ (1,372)	\$ 195	\$ 5,640
Consumer installment loans	40	16	(15)	4	45
Commercial credit products	50	12	(12)	2	52
Other	1	—	—	—	1
<b>Total</b>	<b>\$ 5,574</b>	<b>\$ 1,362</b>	<b>\$ (1,399)</b>	<b>\$ 201</b>	<b>\$ 5,738</b>

(\$ in millions)	Balance at January 1, 2017	Provision charged to operations	Gross charge-offs	Recoveries	Balance at March 31, 2017
Credit cards	\$ 4,254	\$ 1,278	\$ (1,184)	\$ 237	\$ 4,585
Consumer installment loans	37	13	(14)	4	40
Commercial credit products	52	15	(18)	1	50
Other	1	—	—	—	\$ 1
<b>Total</b>	<b>\$ 4,344</b>	<b>\$ 1,306</b>	<b>\$ (1,216)</b>	<b>\$ 242</b>	<b>\$ 4,676</b>

## Funding, Liquidity and Capital Resources

We maintain a strong focus on liquidity and capital. Our funding, liquidity and capital policies are designed to ensure that our business has the liquidity and capital resources to support our daily operations, our business growth, our credit ratings and our regulatory and policy requirements, in a cost effective and prudent manner through expected and unexpected market environments.

### Funding Sources

Our primary funding sources include cash from operations, deposits (direct and brokered deposits), securitized financings and third-party debt.

The following table summarizes information concerning our funding sources during the periods indicated:

<i>Three months ended March 31 (\$ in millions)</i>	2018			2017		
	Average Balance	%	Average Rate	Average Balance	%	Average Rate
Deposits <sup>(1)</sup>	\$ 56,356	72.7%	1.8%	\$ 51,829	72.1%	1.5%
Securitized financings	12,410	16.0	2.4	12,321	17.1	2.1
Senior unsecured notes	8,795	11.3	3.6	7,760	10.8	3.5
<b>Total</b>	<b>\$ 77,561</b>	<b>100.0%</b>	<b>2.1%</b>	<b>\$ 71,910</b>	<b>100.0%</b>	<b>1.8%</b>

(1) Excludes \$300 million and \$240 million average balance of non-interest-bearing deposits for the three months ended March 31, 2018 and 2017, respectively. Non-interest-bearing deposits comprise less than 10% of total deposits for the three months ended March 31, 2018 and 2017.

## Deposits

We obtain deposits directly from retail and commercial customers (“direct deposits”) or through third-party brokerage firms that offer our deposits to their customers (“brokered deposits”). At March 31, 2018, we had \$45.0 billion in direct deposits and \$11.6 billion in deposits originated through brokerage firms (including network deposit sweeps procured through a program arranger that channels brokerage account deposits to us). A key part of our liquidity plan and funding strategy is to continue to expand our direct deposits base as a source of stable and diversified low cost funding.

Our direct deposits include a range of FDIC-insured deposit products, including certificates of deposit, IRAs, money market accounts and savings accounts.

Brokered deposits are primarily from retail customers of large brokerage firms. We have relationships with 10 brokers that offer our deposits through their networks. Our brokered deposits consist primarily of certificates of deposit that bear interest at a fixed rate and at March 31, 2018, had a weighted average remaining life of 3.0 years. These deposits generally are not subject to early withdrawal.

Our ability to attract deposits is sensitive to, among other things, the interest rates we pay, and therefore, we bear funding risk if we fail to pay higher rates, or interest rate risk if we are required to pay higher rates, to retain existing deposits or attract new deposits. To mitigate these risks, our funding strategy includes a range of deposit products, and we seek to maintain access to multiple other funding sources, including securitized financings (including our undrawn committed capacity) and unsecured debt.

The following table summarizes certain information regarding our interest-bearing deposits by type (all of which constitute U.S. deposits) for the periods indicated:

<i>Three months ended March 31 (\$ in millions)</i>	2018			2017		
	Average Balance	% of Total	Average Rate	Average Balance	% of Total	Average Rate
Direct deposits:						
Certificates of deposit (including IRA certificates of deposit)	\$ 26,025	46.2%	1.7%	\$ 21,235	41.0%	1.5%
Savings accounts (including money market accounts)	17,813	31.6	1.5	17,345	33.5	1.0
Brokered deposits	12,518	22.2	2.4	13,249	25.5	2.1
<b>Total interest-bearing deposits</b>	<b>\$ 56,356</b>	<b>100.0%</b>	<b>1.8%</b>	<b>\$ 51,829</b>	<b>100.0%</b>	<b>1.5%</b>

Our deposit liabilities provide funding with maturities ranging from one day to ten years. At March 31, 2018, the weighted average maturity of our interest-bearing time deposits was 1.6 years. See Note 7. *Deposits* to our condensed consolidated financial statements for more information on their maturities.



The following table summarizes deposits by contractual maturity at March 31, 2018.

<i>(\$ in millions)</i>	<b>3 Months or Less</b>	<b>Over 3 Months but within 6 Months</b>	<b>Over 6 Months but within 12 Months</b>	<b>Over 12 Months</b>	<b>Total</b>
<b>U.S. deposits (less than \$100,000)<sup>(1)</sup></b>	\$ 7,663	\$ 1,106	\$ 5,063	\$ 9,570	\$ 23,402
<b>U.S. deposits (\$100,000 or more)</b>					
Direct deposits:					
Certificates of deposit (including IRA certificates of deposit)	2,391	1,646	7,713	5,607	17,357
Savings accounts (including money market accounts)	14,033	—	—	—	14,033
Brokered deposits:					
Sweep accounts	1,778	—	—	—	1,778
<b>Total</b>	<b>\$ 25,865</b>	<b>\$ 2,752</b>	<b>\$ 12,776</b>	<b>\$ 15,177</b>	<b>\$ 56,570</b>

(1) Includes brokered certificates of deposit for which underlying individual deposit balances are assumed to be less than \$100,000.

### **Securitized Financings**

We have been engaged in the securitization of our credit card receivables since 1997. We access the asset-backed securitization market using the Synchrony Credit Card Master Note Trust (“SYNCT”) through which we issue asset-backed securities through both public transactions and private transactions funded by financial institutions and commercial paper conduits. In addition, we issue asset-backed securities in private transactions through the Synchrony Sales Finance Master Trust (“SFT”) and the Synchrony Card Issuance Trust (“SYNIT”).

The following table summarizes expected contractual maturities of the investors’ interests in securitized financings, excluding debt premiums, discounts and issuance costs at March 31, 2018.

<i>(\$ in millions)</i>	<b>Less Than One Year</b>	<b>One Year Through Three Years</b>	<b>After Three Through Five Years</b>	<b>After Five Years</b>	<b>Total</b>
Scheduled maturities of long-term borrowings—owed to securitization investors:					
SYNCT <sup>(1)</sup>	\$ 2,528	\$ 3,957	\$ 1,590	\$ —	\$ 8,075
SFT	—	2,850	—	—	2,850
SYNIT	—	1,300	—	—	1,300
<b>Total long-term borrowings—owed to securitization investors</b>	<b>\$ 2,528</b>	<b>\$ 8,107</b>	<b>\$ 1,590</b>	<b>\$ —</b>	<b>\$ 12,225</b>

(1) Excludes subordinated classes of SYNCT notes that we own.

We retain exposure to the performance of trust assets through: (i) in the case of SYNCT, SFT and SYNIT, subordinated retained interests in the receivables transferred to the trust in excess of the principal amount of the notes for a given series to provide credit enhancement for a particular series, as well as a pari passu seller’s interest in each trust and (ii) in the case of SYNCT, subordinated classes of notes that we own.

All of our securitized financings include early repayment triggers, referred to as early amortization events, including events related to material breaches of representations, warranties or covenants, inability or failure of the Bank to transfer loan receivables to the trusts as required under the securitization documents, failure to make required payments or deposits pursuant to the securitization documents, and certain insolvency-related events with respect to the related securitization depositor, Synchrony (solely with respect to SYNCT) or the Bank. In addition, an early amortization event will occur with respect to a series if the excess spread as it relates to a particular series or for the trust, as applicable, falls below zero. Following an early amortization event, principal collections on the loan receivables in the applicable trust are applied to repay principal of the trust's asset-backed securities rather than being available on a revolving basis to fund the origination activities of our business. The occurrence of an early amortization event also would limit or terminate our ability to issue future series out of the trust in which the early amortization event occurred. No early amortization event has occurred with respect to any of the securitized financings in SYNCT, SFT or SYNIT.

The following table summarizes for each of our trusts the three-month rolling average excess spread at March 31, 2018.

	<b>Note Principal Balance (\$ in millions)</b>	<b># of Series Outstanding</b>	<b>Three-Month Rolling Average Excess Spread<sup>(1)</sup></b>
SYNCT <sup>(2)</sup>	\$ 9,331	16	~14.4% to 15.5%
SFT	\$ 2,850	10	12.4%
SYNIT	\$ 1,300	3	~20.1% to 21.2%

(1) Represents the excess spread (generally calculated as interest income collected from the applicable pool of loan receivables less applicable net charge-offs, interest expense and servicing costs, divided by the aggregate principal amount of loan receivables in the applicable pool) for each trust (or, in the case of SYNCT, represents a range of the excess spreads relating to the particular series issued within the trust), in each case calculated in accordance with the applicable trust or series documentation, for the three securitization monthly periods ended March 31, 2018.

(2) Includes subordinated classes of SYNCT notes that we own.

## Third-Party Debt

### Senior Unsecured Notes

The following table provides a summary of our outstanding senior unsecured notes at March 31, 2018.

(\$ in millions)	<u>Maturity</u>	<u>Principal Amount Outstanding<sup>(1)</sup></u>
<b>Fixed rate senior unsecured notes:</b>		
<i>Synchrony Financial</i>		
2.600% senior unsecured notes	January, 2019	\$ 1,000
3.000% senior unsecured notes	August, 2019	1,100
2.700% senior unsecured notes	February, 2020	750
3.750% senior unsecured notes	August, 2021	750
4.250% senior unsecured notes	August, 2024	1,250
4.500% senior unsecured notes	July, 2025	1,000
3.700% senior unsecured notes	August, 2026	500
3.950% senior unsecured notes	December, 2027	1,000
<i>Synchrony Bank</i>		
3.000% senior unsecured notes	June, 2022	750
Total fixed rate senior unsecured notes		<u>\$ 8,100</u>
<b>Floating rate senior unsecured notes:</b>		
<i>Synchrony Financial</i>		
Three-month LIBOR plus 1.23% senior unsecured notes	February, 2020	250
<i>Synchrony Bank</i>		
Three-month LIBOR plus 0.625% senior unsecured notes	March, 2020	500
Total floating rate senior unsecured notes		<u>\$ 750</u>

(1) The amounts shown exclude unamortized debt discount, premiums and issuance cost.

At March 31, 2018, the aggregate amount of outstanding senior unsecured notes was \$8.8 billion and the weighted average interest rate was 3.48%.

### Short-Term Borrowings

Except as described above, there were no material short-term borrowings for the periods presented.

### Other

At March 31, 2018, we had more than \$25.0 billion of unencumbered assets in the Bank available to be used to generate additional liquidity through secured borrowings or asset sales or to be pledged to the Federal Reserve Board for credit at the discount window.

### Covenants

The indenture pursuant to which our senior unsecured notes have been issued includes various covenants. If we do not satisfy any of these covenants, the maturity of amounts outstanding thereunder may be accelerated and become payable. We were in compliance with all of these covenants at March 31, 2018.

At March 31, 2018, we were not in default under any of our credit facilities or senior unsecured notes.

## Credit Ratings

Our borrowing costs and capacity in certain funding markets, including securitizations and senior and subordinated debt, may be affected by the credit ratings of the Company, the Bank and the ratings of our asset-backed securities.

Synchrony's senior unsecured debt is rated BBB- (stable outlook) by Fitch and BBB- (stable outlook) by S&P. The Bank's senior unsecured debt is rated BBB- (stable outlook) by Fitch and BBB (stable outlook) by S&P. In addition, certain of the asset-backed securities issued by SYNCT are rated by Fitch, S&P and/or Moody's. A credit rating is not a recommendation to buy, sell or hold securities, may be subject to revision or withdrawal at any time by the assigning rating organization, and each rating should be evaluated independently of any other rating. Downgrades in these credit ratings could materially increase the cost of our funding from, and restrict our access to, the capital markets.

## Liquidity

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We seek to ensure that we have adequate liquidity to sustain business operations, fund asset growth, satisfy debt obligations and to meet regulatory expectations under normal and stress conditions.

We maintain policies outlining the overall framework and general principles for managing liquidity risk across our business, which is the responsibility of our Asset and Liability Management Committee, a subcommittee of our Risk Committee. We employ a variety of metrics to monitor and manage liquidity. We perform regular liquidity stress testing and contingency planning as part of our liquidity management process. We evaluate a range of stress scenarios including Company specific and systemic events that could impact funding sources and our ability to meet liquidity needs.

We maintain a liquidity portfolio, which at March 31, 2018 had \$18.6 billion of liquid assets, primarily consisting of cash and equivalents and short-term obligations of the U.S. Treasury, less cash in transit which is not considered to be liquid, compared to \$15.1 billion of liquid assets at December 31, 2017. The increase in liquid assets was primarily due to the retention of excess cash flows from operations within our Company as part of our pre-funding strategy for the PayPal credit portfolio acquisition.

As additional sources of liquidity, at March 31, 2018, we had an aggregate of \$5.5 billion of undrawn committed capacity on our securitized financings, subject to customary borrowing conditions, from private lenders under our securitization programs and \$0.5 billion of undrawn committed capacity under our unsecured revolving credit facility with private lenders, and we had more than \$25.0 billion of unencumbered assets in the Bank available to be used to generate additional liquidity through secured borrowings or asset sales or to be pledged to the Federal Reserve Board for credit at the discount window.

As a general matter, investments included in our liquidity portfolio are expected to be highly liquid, giving us the ability to readily convert them to cash. The level and composition of our liquidity portfolio may fluctuate based upon the level of expected maturities of our funding sources as well as operational requirements and market conditions.

We rely significantly on dividends and other distributions and payments from the Bank for liquidity; however, bank regulations, contractual restrictions and other factors limit the amount of dividends and other distributions and payments that the Bank may pay to us. For a discussion of regulatory restrictions on the Bank's ability to pay dividends, see "*Item 1A. Risk Factors—Risks Relating to Regulation—We are subject to restrictions that limit our ability to pay dividends and repurchase our common stock; the Bank is subject to restrictions that limit its ability to pay dividends to us, which could limit our ability to pay dividends, repurchase our common stock or make payments on our indebtedness*" and "*Item 1A. Business—Regulation—Savings Association Regulation—Dividends and Stock Repurchases*" in our 2017 Form 10-K.

## Capital

Our primary sources of capital have been earnings generated by our business and existing equity capital. We seek to manage capital to a level and composition sufficient to support the risks of our business, meet regulatory requirements, adhere to rating agency targets and support future business growth. The level, composition and utilization of capital are influenced by changes in the economic environment, strategic initiatives and legislative and regulatory developments. Within these constraints, we are focused on deploying capital in a manner that will provide attractive returns to our stockholders.

Synchrony and the Bank are required to conduct stress tests on an annual basis. Under the Office of the Comptroller of the Currency of the U.S. Treasury's (the "OCC") and the Federal Reserve Board's stress test regulations, the Bank and Synchrony are required to use stress-testing methodologies providing for results under various scenarios of economic and financial market stress. In addition, while as a savings and loan holding company and a financial holding company, we currently are not subject to the Federal Reserve Board's capital planning rule, we submitted a capital plan to the Federal Reserve Board in 2018.

### Dividend and Share Repurchases

<b>Cash Dividends Declared</b>	<b>Month of Payment</b>	<b>Amount per Common Share</b>	<b>Amount</b>
<i>(\$ in millions, except per share data)</i>			
Three months ended March 31, 2018	February 2018	\$ 0.15	\$ 114
Total dividends declared		\$ 0.15	\$ 114

The declaration and payment of future dividends to holders of our common stock will be at the discretion of the Board and will depend on many factors. For a discussion of regulatory and other restrictions on our ability to pay dividends and repurchase stock, see "Risk Factors—Risks Relating to Regulation—We are subject to restrictions that limit its ability to pay dividends and repurchase its common stock; the Bank is subject to restrictions that limit its ability to pay dividends to Synchrony, which could limit Synchrony's ability to pay dividends, repurchase its common stock or make payments on its indebtedness" in our 2017 Form 10-K.

<b>Shares Repurchased Under Publicly Announced Programs</b>	<b>Total Number of Shares Purchased</b>	<b>Dollar Value of Share Purchased</b>
<i>(\$ and shares in millions)</i>		
Three months ended March 31, 2018	10.4	\$ 410
Total	10.4	\$ 410

On May 18, 2017, the Company approved a share repurchase program of up to \$1.64 billion through June 30, 2018. Through the end of the first quarter of 2018, we have repurchased approximately \$1.43 billion of common stock as part of the share repurchase program and expect to complete the share repurchase program by the end of the second quarter of 2018. We made, and expect to continue to make, share repurchases subject to market conditions and other factors, including legal and regulatory restrictions and required approvals.

### Regulatory Capital Requirements - Synchrony Financial

As a savings and loan holding company, we are required to maintain minimum capital ratios, under the applicable U.S. Basel III capital rules. For more information, see "Regulation—Savings and Loan Holding Company Regulation" in our 2017 Form 10-K.

For Synchrony Financial to be a well-capitalized savings and loan holding company, Synchrony Bank must be well-capitalized and Synchrony Financial must not be subject to any written agreement, order, capital directive, or prompt corrective action directive issued by the Federal Reserve Board to meet and maintain a specific capital level for any capital measure. As of March 31, 2018, Synchrony Financial met all the requirements to be deemed well-capitalized.

The following table sets forth at March 31, 2018 and December 31, 2017 the composition of our capital ratios for the Company calculated under the Basel III regulatory capital standards, respectively.

(\$ in millions)	Basel III			
	At March 31, 2018 <sup>(1)</sup>		At December 31, 2017 <sup>(2)</sup>	
	Amount	Ratio <sup>(3)</sup>	Amount	Ratio <sup>(3)</sup>
Total risk-based capital	\$ 13,878	18.1%	\$ 13,954	17.3%
Tier 1 risk-based capital	\$ 12,863	16.8%	\$ 12,890	16.0%
Tier 1 leverage	\$ 12,863	13.7%	\$ 12,890	13.8%
Common equity Tier 1 capital	\$ 12,863	16.8%	\$ 12,890	16.0%
Risk-weighted assets	\$ 76,509		\$ 80,669	

(1) Amounts presented do not reflect certain modifications to the regulatory capital rules proposed by the federal banking agencies in September 2017, which among other things, may increase the risk weighting of certain deferred tax assets from 100% to 250% if the proposed rule becomes effective.

(2) Amounts at December 31, 2017 are presented in accordance with applicable transition guidelines.

(3) Tier 1 leverage ratio represents total tier 1 capital as a percentage of total average assets, after certain adjustments. All other ratios presented above represent the applicable capital measure as a percentage of risk-weighted assets.

The increase in our Common equity Tier 1 capital ratio was primarily due to the seasonal decline in loan receivables which resulted in a corresponding decrease in risk-weighted assets in the three months ended March 31, 2018.

### Regulatory Capital Requirements - Synchrony Bank

At March 31, 2018 and December 31, 2017, the Bank met all applicable requirements to be deemed well-capitalized pursuant to OCC regulations and for purposes of the Federal Deposit Insurance Act. The following table sets forth the composition of the Bank's capital ratios calculated under the Basel III rules at March 31, 2018 and December 31, 2017.

(\$ in millions)	At March 31, 2018		At December 31, 2017		Minimum to be Well-Capitalized under Prompt Corrective Action Provisions - Basel III	
	Amount	Ratio	Amount	Ratio	Amount	Ratio
	Total risk-based capital	\$ 11,054	17.4%	\$ 10,842	16.2%	\$ 6,364
Tier 1 risk-based capital	\$ 10,205	16.0%	\$ 9,958	14.9%	\$ 5,091	8.0%
Tier 1 leverage	\$ 10,205	13.1%	\$ 9,958	12.9%	\$ 3,909	5.0%
Common equity Tier 1 capital	\$ 10,205	16.0%	\$ 9,958	14.9%	\$ 4,136	6.5%

Failure to meet minimum capital requirements can result in the initiation of certain mandatory and possibly additional discretionary actions by regulators that, if undertaken, could limit our business activities and have a material adverse effect on our business, results of operations and financial condition. See "Risk Factors—Risks Relating to Regulation—Failure by Synchrony and the Bank to meet applicable capital adequacy and liquidity requirements could have a material adverse effect on us" in our 2017 Form 10-K.

## Off-Balance Sheet Arrangements and Unfunded Lending Commitments

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We do not have any significant off-balance sheet arrangements, including guarantees of third-party obligations. Guarantees are contracts or indemnification agreements that contingently require us to make a guaranteed payment or perform an obligation to a third-party based on certain trigger events. At March 31, 2018, we had not recorded any contingent liabilities in our Condensed Consolidated Statement of Financial Position related to any guarantees.

We extend credit, primarily arising from agreements with customers for unused lines of credit on our credit cards, in the ordinary course of business. See Note 4 - *Loan Receivables and Allowance for Loan Losses* to our condensed consolidated financial statements for more information on our unfunded lending commitments.

## Critical Accounting Estimates

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In preparing our condensed consolidated financial statements, we have identified certain accounting estimates and assumptions that we consider to be the most critical to an understanding of our financial statements because they involve significant judgments and uncertainties. The critical accounting estimates we have identified relate to allowance for loan losses, income taxes and fair value measurements. All of these estimates reflect our best judgment about current, and for some estimates future, economic and market conditions and their effects based on information available as of the date of these financial statements. If these conditions change from those expected, it is reasonably possible that these judgments and estimates could change, which may result in incremental losses on loan receivables and the establishment of valuation allowances on deferred tax assets and increases in our tax liabilities, among other effects. See “*Management’s Discussion and Analysis—Critical Accounting Estimates*” in our 2017 Form 10-K, for a detailed discussion of these critical accounting estimates.

## New Accounting Standards

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See Note 2. *Basis of Presentation and Summary of Significant Accounting Policies — New Accounting Standards*, for additional information related to recent accounting pronouncements.

## Regulation and Supervision

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Our business, including our relationships with our customers, is subject to regulation, supervision and examination under U.S. federal, state and foreign laws and regulations. These laws and regulations cover all aspects of our business, including lending practices, treatment of our customers, safeguarding deposits, customer privacy and information security, capital structure, liquidity, dividends and other capital distributions, transactions with affiliates, and conduct and qualifications of personnel.

As a savings and loan holding company and a financial holding company, Synchrony is subject to regulation, supervision and examination by the Federal Reserve Board. As a large provider of consumer financial services, we are also subject to regulation, supervision and examination by the CFPB.

The Bank is a federally chartered savings association. As such, the Bank is subject to regulation, supervision and examination by the OCC, which is its primary regulator, and by the CFPB. In addition, the Bank, as an insured depository institution, is supervised by the FDIC.

See “*Regulation*” in our 2017 Form 10-K for additional information. See also “—*Capital*” above, for discussion of the impact of regulations and supervision on our capital and liquidity, including our ability to pay dividends and repurchase stock.

# ITEM 1. FINANCIAL STATEMENTS

## Synchrony Financial and subsidiaries Condensed Consolidated Statements of Earnings (Unaudited)

	Three months ended March 31,	
	2018	2017
<i>(\$ in millions, except per share data)</i>		
<b>Interest income:</b>		
Interest and fees on loans (Note 4)	\$ 4,172	\$ 3,877
Interest on debt securities	72	36
Total interest income	4,244	3,913
<b>Interest expense:</b>		
Interest on deposits	249	194
Interest on borrowings of consolidated securitization entities	74	65
Interest on third-party debt	79	67
Total interest expense	402	326
Net interest income	3,842	3,587
Retailer share arrangements	(720)	(684)
Net interest income, after retailer share arrangements	3,122	2,903
Provision for loan losses (Note 4)	1,362	1,306
Net interest income, after retailer share arrangements and provision for loan losses	1,760	1,597
<b>Other income:</b>		
Interchange revenue	158	145
Debt cancellation fees	66	68
Loyalty programs	(155)	(137)
Other	6	17
Total other income	75	93
<b>Other expense:</b>		
Employee costs	358	323
Professional fees	166	151
Marketing and business development	121	94
Information processing	104	90
Other	239	250
Total other expense	988	908
<b>Earnings before provision for income taxes</b>	847	782
Provision for income taxes (Note 12)	207	283
<b>Net earnings</b>	\$ 640	\$ 499
<b>Earnings per share</b>		
Basic	\$ 0.84	\$ 0.61
Diluted	\$ 0.83	\$ 0.61
Dividends declared per common share	\$ 0.15	\$ 0.13

See accompanying notes to condensed consolidated financial statements.



Synchrony Financial and subsidiaries  
Condensed Consolidated Statements of Comprehensive Income (Unaudited)

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(\$ in millions)	Three months ended March 31,	
	2018	2017
Net earnings	\$ 640	\$ 499
Other comprehensive income (loss)		
Debt securities	(20)	(1)
Currency translation adjustments	(3)	(1)
Employee benefit plans	1	—
Other comprehensive income (loss)	(22)	(2)
Comprehensive income	\$ 618	\$ 497

Amounts presented net of taxes.

See accompanying notes to condensed consolidated financial statements.

**Synchrony Financial and subsidiaries**  
**Condensed Consolidated Statements of Financial Position**

(\$ in millions)	<u>At March 31, 2018</u>	<u>At December 31, 2017</u>
	(Unaudited)	
<b>Assets</b>		
Cash and equivalents	\$ 13,044	\$ 11,602
Debt securities (Note 3)	6,259	4,473
Loan receivables: (Notes 4 and 5)		
Unsecuritized loans held for investment	52,469	55,526
Restricted loans of consolidated securitization entities	25,384	26,421
Total loan receivables	<u>77,853</u>	<u>81,947</u>
Less: Allowance for loan losses	(5,738)	(5,574)
Loan receivables, net	<u>72,115</u>	<u>76,373</u>
Goodwill	991	991
Intangible assets, net (Note 6)	780	749
Other assets	2,370	1,620
Total assets	<u>\$ 95,559</u>	<u>\$ 95,808</u>
<b>Liabilities and Equity</b>		
Deposits: (Note 7)		
Interest-bearing deposit accounts	\$ 56,285	\$ 56,276
Non-interest-bearing deposit accounts	285	212
Total deposits	<u>56,570</u>	<u>56,488</u>
Borrowings: (Notes 5 and 8)		
Borrowings of consolidated securitization entities	12,214	12,497
Senior unsecured notes	8,801	8,302
Total borrowings	<u>21,015</u>	<u>20,799</u>
Accrued expenses and other liabilities	3,618	4,287
Total liabilities	<u>\$ 81,203</u>	<u>\$ 81,574</u>
Equity:		
Common Stock, par share value \$0.001 per share; 4,000,000,000 shares authorized; 833,984,684 shares issued at both March 31, 2018 and December 31, 2017; 760,278,930 and 770,531,433 shares outstanding at March 31, 2018 and December 31, 2017, respectively	\$ 1	\$ 1
Additional paid-in capital	9,470	9,445
Retained earnings	7,334	6,809
Accumulated other comprehensive income (loss):		
Debt securities	(39)	(19)
Currency translation adjustments	(20)	(17)
Other	(27)	(28)
Treasury Stock, at cost; 73,705,754 and 63,453,251 shares at March 31, 2018 and December 31, 2017, respectively	(2,363)	(1,957)
Total equity	<u>14,356</u>	<u>14,234</u>
Total liabilities and equity	<u>\$ 95,559</u>	<u>\$ 95,808</u>

See accompanying notes to condensed consolidated financial statements.

**Synchrony Financial and subsidiaries**  
**Condensed Consolidated Statements of Changes in Equity**  
**(Unaudited)**

(\$ in millions, shares in thousands)	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total Equity
	Shares Issued	Amount					
Balance at January 1, 2017	833,985	\$ 1	\$ 9,393	\$ 5,330	\$ (53)	\$ (475)	\$ 14,196
Net earnings	—	—	—	499	—	—	499
Other comprehensive income	—	—	—	—	(2)	—	(2)
Purchases of treasury stock	—	—	—	—	—	\$ (238)	(238)
Stock-based compensation	—	—	12	—	—	1	13
Dividends - common stock	—	—	—	(105)	—	—	(105)
Balance at March 31, 2017	<u>833,985</u>	<u>\$ 1</u>	<u>\$ 9,405</u>	<u>\$ 5,724</u>	<u>\$ (55)</u>	<u>\$ (712)</u>	<u>\$ 14,363</u>
Balance at January 1, 2018	833,985	\$ 1	\$ 9,445	\$ 6,809	\$ (64)	\$ (1,957)	\$ 14,234
Net earnings	—	—	—	640	—	—	640
Other comprehensive income	—	—	—	—	(22)	—	(22)
Purchases of treasury stock	—	—	—	—	—	(410)	(410)
Stock-based compensation	—	—	25	(1)	—	4	28
Dividends - common stock	—	—	—	(114)	—	—	(114)
Balance at March 31, 2018	<u>833,985</u>	<u>\$ 1</u>	<u>\$ 9,470</u>	<u>\$ 7,334</u>	<u>\$ (86)</u>	<u>\$ (2,363)</u>	<u>\$ 14,356</u>

See accompanying notes to condensed consolidated financial statements.

**Synchrony Financial and subsidiaries**  
**Condensed Consolidated Statements of Cash Flows**  
**(Unaudited)**

	<b>Three months ended March 31,</b>	
	<b>2018</b>	<b>2017</b>
<i>(\$ in millions)</i>		
<b>Cash flows - operating activities</b>		
Net earnings	\$ 640	\$ 499
Adjustments to reconcile net earnings to cash provided from operating activities		
Provision for loan losses	1,362	1,306
Deferred income taxes	19	19
Depreciation and amortization	71	59
(Increase) decrease in interest and fees receivable	16	40
(Increase) decrease in other assets	148	231
Increase (decrease) in accrued expenses and other liabilities	(511)	(846)
All other operating activities	170	172
<b>Cash provided from (used for) operating activities</b>	<b>1,915</b>	<b>1,480</b>
<b>Cash flows - investing activities</b>		
Maturity and sales of debt securities	718	399
Purchases of debt securities	(2,546)	(622)
Acquisition of loan receivables	—	(73)
Net (increase) decrease in loan receivables	2,659	1,918
All other investing activities	(76)	(242)
<b>Cash provided from (used for) investing activities</b>	<b>755</b>	<b>1,380</b>
<b>Cash flows - financing activities</b>		
Borrowings of consolidated securitization entities		
Proceeds from issuance of securitized debt	1,417	750
Maturities and repayment of securitized debt	(1,701)	(708)
Third-party debt		
Proceeds from issuance of third-party debt	497	—
Net increase (decrease) in deposits	(3)	(528)
Purchases of treasury stock	(410)	(238)
Dividends paid on common stock	(114)	(105)
All other financing activities	1	—
<b>Cash provided from (used for) financing activities</b>	<b>(313)</b>	<b>(829)</b>
<b>Increase (decrease) in cash and equivalents, including restricted amounts</b>	<b>2,357</b>	<b>2,031</b>
Cash and equivalents, including restricted amounts, at beginning of period	11,817	9,668
Cash and equivalents at end of period:		
Cash and equivalents	13,044	11,392
Restricted cash and equivalents included in other assets	1,130	307
<b>Total cash and equivalents, including restricted amounts, at end of period</b>	<b>\$ 14,174</b>	<b>\$ 11,699</b>

See accompanying notes to condensed consolidated financial statements.

## Synchrony Financial and subsidiaries

### Notes to Condensed Consolidated Financial Statements (Unaudited)

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#### NOTE 1. BUSINESS DESCRIPTION

Synchrony Financial (the “Company”) provides a range of credit products through programs it has established with a diverse group of national and regional retailers, local merchants, manufacturers, buying groups, industry associations and healthcare service providers. We primarily offer private label, Dual Card and general purpose co-branded credit cards, promotional financing and installment lending, loyalty programs and FDIC-insured savings products through Synchrony Bank (the “Bank”).

References to the “Company”, “we”, “us” and “our” are to Synchrony Financial and its consolidated subsidiaries unless the context otherwise requires.

#### NOTE 2. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### *Basis of Presentation*

The accompanying condensed consolidated financial statements were prepared in conformity with U.S. generally accepted accounting principles (“GAAP”).

Preparing financial statements in conformity with U.S. GAAP requires us to make estimates based on assumptions about current, and for some estimates, future, economic and market conditions (for example, unemployment, housing, interest rates and market liquidity) which affect reported amounts and related disclosures in our condensed consolidated financial statements. Although our current estimates contemplate current conditions and how we expect them to change in the future, as appropriate, it is reasonably possible that actual conditions could be different than anticipated in those estimates, which could materially affect our results of operations and financial position. Among other effects, such changes could result in incremental losses on loan receivables, future impairments of debt securities, goodwill and intangible assets, increases in reserves for contingencies, establishment of valuation allowances on deferred tax assets and increases in our tax liabilities.

We primarily conduct our operations within the United States and Canada. Substantially all of our revenues are from U.S. customers. The operating activities conducted by our non-U.S. affiliates use the local currency as their functional currency. The effects of translating the financial statements of these non-U.S. affiliates to U.S. dollars are included in equity. Asset and liability accounts are translated at period-end exchange rates, while revenues and expenses are translated at average rates for the respective periods.

##### *Consolidated Basis of Presentation*

The Company’s financial statements have been prepared on a consolidated basis. Under this basis of presentation, our financial statements consolidate all of our subsidiaries – i.e., entities in which we have a controlling financial interest, most often because we hold a majority voting interest.

To determine if we hold a controlling financial interest in an entity, we first evaluate if we are required to apply the variable interest entity (“VIE”) model to the entity, otherwise the entity is evaluated under the voting interest model. Where we hold current or potential rights that give us the power to direct the activities of a VIE that most significantly impact the VIE’s economic performance (“power”) combined with a variable interest that gives us the right to receive potentially significant benefits or the obligation to absorb potentially significant losses (“significant economics”), we have a controlling financial interest in that VIE. Rights held by others to remove the party with power over the VIE are not considered unless one party can exercise those rights unilaterally. We consolidate certain securitization entities under the VIE model because we have both power and significant economics. See Note 5. *Variable Interest Entities*.

We have reclassified certain prior-period amounts to conform to current-period presentation.

### ***Interim Period Presentation***

The condensed consolidated financial statements and notes thereto are unaudited. These statements include all adjustments (consisting of normal recurring accruals) that we considered necessary to present a fair statement of our results of operations, financial position and cash flows. The results reported in these condensed consolidated financial statements should not be considered as necessarily indicative of results that may be expected for the entire year. These condensed consolidated financial statements should be read in conjunction with our 2017 annual consolidated financial statements and the related notes in our Annual Report on Form 10-K for the year ended December 31, 2017 (our "2017 Form 10-K").

### ***New Accounting Standards***

#### ***Newly Adopted Accounting Standards***

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, Revenue from Contracts with Customers, which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The new revenue recognition guidance became effective January 1, 2018 for the Company. The scope of ASU 2014-09 excludes interest and fee income on loans and as a result, the majority of the Company's revenue is not in the scope of the standard. The new guidance did not impact the timing or measurement of the Company's revenues, and as a result, the Company did not present any restated prior period results as a result of the standard becoming effective.

In November 2016, the FASB issued ASU 2016-18, Statement of Cash Flows (Topic 230): Restricted Cash, which requires restricted cash and restricted cash equivalents to be included within beginning and ending total cash amounts reported in the consolidated statements of cash flows. Disclosure of the nature of the restrictions on cash balances is required under the guidance. This standard is effective for annual and interim reporting periods for fiscal years beginning after December 15, 2017. We adopted the guidance retrospectively effective as of January 1, 2018. Upon adoption, changes in restricted cash, which had previously been presented as investing activities, are now included within beginning and ending cash and equivalents, including restricted amounts, balances in our Consolidated Statements of Cash Flows. Additionally, in August 2016, the FASB issued ASU 2016-15, Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments, which provided guidance on certain cash flow issues. This standard is effective for annual and interim reporting periods for fiscal years beginning after December 15, 2017. We adopted the guidance retrospectively effective as of January 1, 2018, which did not have a material impact on our consolidated financial statements.

Effective January 1, 2018, we have adopted the provisions of ASU 2016-01, Recognition and Measurement of Financial Assets and Financial Liabilities, which require equity investments (except those accounted for under the equity method of accounting or that result in consolidation of the investee) to be measured at fair value with changes in fair value recognized in the Consolidated Statements of Earnings. However, in accordance with the new guidance, the company has elected to measure certain equity investments that do not have readily determinable fair values at cost minus impairment, if any, plus or minus changes resulting from observable price changes for similar investments of the issuer. The adoption of this new guidance did not have a material impact on the consolidated financial statements.

#### ***Recently Issued But Not Yet Adopted Accounting Standards***

In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842). The ASU requires lessees to recognize most leases on their balance sheet. Leases which are identified as capital leases currently, will generally be identified as financing leases under the new guidance but otherwise their accounting treatment will remain relatively unchanged. Leases identified as operating leases currently, will generally remain in that category under the new standard, but both a right-of-use asset and a liability for remaining lease payments will now be required to be recognized on the balance sheet. This guidance will be effective for the Company on January 1, 2019. Management does not expect this guidance to have a material impact on the consolidated financial statements.

In June 2016, the FASB issued ASU 2016-13, Financial Instruments-Credit Losses: Measurement of Credit Losses on Financial Instruments. This ASU replaces the existing incurred loss impairment guidance with a new impairment model known as the Current Expected Credit Loss ("CECL") model, which is based on expected credit losses. The CECL model requires, upon origination of a loan, the recognition of all expected credit losses over the life of the loan based on historical experience, current conditions and reasonable and supportable forecasts. This standard is effective for annual and interim reporting periods for fiscal years beginning after December 15, 2019, with early adoption permitted for annual and interim periods for fiscal years beginning after December 15, 2018. The amendments in this standard will be recognized through a cumulative-effect adjustment to retained earnings as of the beginning of the first reporting period in which the guidance is effective. While we are evaluating the effect that ASU 2016-13 will have on our consolidated financial statements and related disclosures, this standard is expected to result in an increase to the Company's allowance for loan losses given the change to expected losses for the estimated life of the financial asset. The extent of the increase will depend on the asset quality of the portfolio, and economic conditions and forecasts at adoption.

See Note 2. *Basis of Presentation and Summary of Significant Accounting Policies* to our 2017 annual consolidated financial statements in our 2017 Form 10-K, for additional information on our significant accounting policies, including discussion of the nature of the restrictions on our cash balances.

### NOTE 3. DEBT SECURITIES

All of our debt securities are classified as available-for-sale and are held to meet our liquidity objectives or to comply with the Community Reinvestment Act. Our debt securities consist of the following:

	March 31, 2018				December 31, 2017			
	Amortized cost	Gross unrealized gains	Gross unrealized losses	Estimated fair value	Amortized cost	Gross unrealized gains	Gross unrealized losses	Estimated fair value
<i>(\$ in millions)</i>								
U.S. government and federal agency	\$ 3,361	\$ —	\$ (9)	\$ 3,352	\$ 2,419	\$ —	\$ (3)	\$ 2,416
State and municipal	42	—	—	42	44	—	—	44
Residential mortgage-backed <sup>(a)</sup>	1,239	1	(46)	1,194	1,258	1	(28)	1,231
Asset-backed <sup>(b)</sup>	1,672	—	(3)	1,669	781	—	(1)	780
U.S. corporate debt	2	—	—	2	2	—	—	2
Total	\$ 6,316	\$ 1	\$ (58)	\$ 6,259	\$ 4,504	\$ 1	\$ (32)	\$ 4,473

(a) All of our residential mortgage-backed securities have been issued by government-sponsored entities and are collateralized by U.S. mortgages. At March 31, 2018 and December 31, 2017, \$342 million and \$344 million, respectively, are pledged by the Bank as collateral to the Federal Reserve to secure Federal Reserve Discount Window advances.

(b) All of our asset-backed securities are collateralized by credit card loans.

The following table presents the estimated fair values and gross unrealized losses of our available-for-sale debt securities:

	In loss position for			
	Less than 12 months		12 months or more	
	Estimated fair value	Gross unrealized losses	Estimated fair value	Gross unrealized losses
<i>(\$ in millions)</i>				
<i>At March 31, 2018</i>				
U.S. government and federal agency	\$ 2,904	\$ (9)	\$ 150	\$ —
State and municipal	10	—	28	—
Residential mortgage-backed	275	(4)	895	(42)
Asset-backed	1,463	(3)	—	—
Total	<u>\$ 4,652</u>	<u>\$ (16)</u>	<u>\$ 1,073</u>	<u>\$ (42)</u>
<i>At December 31, 2017</i>				
U.S. government and federal agency	\$ 2,416	\$ (3)	\$ —	\$ —
State and municipal	—	—	29	—
Residential mortgage-backed	142	(1)	1,026	(27)
Asset-backed	626	(1)	—	—
Total	<u>\$ 3,184</u>	<u>\$ (5)</u>	<u>\$ 1,055</u>	<u>\$ (27)</u>

We regularly review debt securities for impairment using both qualitative and quantitative criteria. We presently do not intend to sell our debt securities that are in an unrealized loss position and believe that it is not more likely than not that we will be required to sell these securities before recovery of our amortized cost.

There were no other-than-temporary impairments recognized during the three months ended March 31, 2018 and 2017.

#### **Contractual Maturities of Investments in Available-for-Sale Debt Securities**

<i>At March 31, 2018 (\$ in millions)</i>	Amortized cost	Estimated fair value
Due		
Within one year	\$ 3,975	\$ 3,970
After one year through five years	\$ 1,061	\$ 1,053
After five years through ten years	\$ 58	\$ 58
After ten years	\$ 1,222	\$ 1,178

We expect actual maturities to differ from contractual maturities because borrowers have the right to prepay certain obligations.

There were no material realized gains or losses recognized for the three months ended March 31, 2018 and 2017.

Although we generally do not have the intent to sell any specific securities held at March 31, 2018, in the ordinary course of managing our debt securities portfolio, we may sell securities prior to their maturities for a variety of reasons, including diversification, credit quality, yield, liquidity requirements and funding obligations.



## NOTE 4. LOAN RECEIVABLES AND ALLOWANCE FOR LOAN LOSSES

(\$ in millions)

	March 31, 2018	December 31, 2017
Credit cards	\$ 74,952	\$ 79,026
Consumer installment loans	1,590	1,578
Commercial credit products	1,275	1,303
Other	36	40
Total loan receivables, before allowance for losses <sup>(a)(b)</sup>	<u>\$ 77,853</u>	<u>\$ 81,947</u>

(a) Total loan receivables include \$25.4 billion and \$26.4 billion of restricted loans of consolidated securitization entities at March 31, 2018 and December 31, 2017, respectively. See Note 5. *Variable Interest Entities* for further information on these restricted loans.

(b) At March 31, 2018 and December 31, 2017, loan receivables included deferred expense, net of deferred income, of \$107 million and \$97 million, respectively.

### Allowance for Loan Losses

(\$ in millions)

	Balance at January 1, 2018	Provision charged to operations	Gross charge-offs	Recoveries	Balance at March 31, 2018
Credit cards	\$ 5,483	\$ 1,334	\$ (1,372)	\$ 195	\$ 5,640
Consumer installment loans	40	16	(15)	4	45
Commercial credit products	50	12	(12)	2	52
Other	1	—	—	—	\$ 1
Total	<u>\$ 5,574</u>	<u>\$ 1,362</u>	<u>\$ (1,399)</u>	<u>\$ 201</u>	<u>\$ 5,738</u>

(\$ in millions)

	Balance at January 1, 2017	Provision charged to operations	Gross charge-offs	Recoveries	Balance at March 31, 2017
Credit cards	\$ 4,254	\$ 1,278	\$ (1,184)	\$ 237	\$ 4,585
Consumer installment loans	37	13	(14)	4	40
Commercial credit products	52	15	(18)	1	50
Other	1	—	—	—	\$ 1
Total	<u>\$ 4,344</u>	<u>\$ 1,306</u>	<u>\$ (1,216)</u>	<u>\$ 242</u>	<u>\$ 4,676</u>

### Delinquent and Non-accrual Loans

At March 31, 2018 (\$ in millions)

	30-89 days delinquent	90 or more days delinquent	Total past due	90 or more days delinquent and accruing	Total non- accruing
Credit cards	\$ 1,692	\$ 1,754	\$ 3,446	\$ 1,754	\$ —
Consumer installment loans	18	4	22	—	4
Commercial credit products	35	18	53	18	—
Total delinquent loans	<u>\$ 1,745</u>	<u>\$ 1,776</u>	<u>\$ 3,521</u>	<u>\$ 1,772</u>	<u>\$ 4</u>
Percentage of total loan receivables	<u>2.2%</u>	<u>2.3%</u>	<u>4.5%</u>	<u>2.3%</u>	<u>—%</u>

<i>At December 31, 2017 (\$ in millions)</i>	<b>30-89 days delinquent</b>	<b>90 or more days delinquent</b>	<b>Total past due</b>	<b>90 or more days delinquent and accruing</b>	<b>Total non- accruing</b>
Credit cards	\$ 1,906	\$ 1,849	\$ 3,755	\$ 1,849	\$ —
Consumer installment loans	25	5	30	—	5
Commercial credit products	31	15	46	15	—
Total delinquent loans	<u>\$ 1,962</u>	<u>\$ 1,869</u>	<u>\$ 3,831</u>	<u>\$ 1,864</u>	<u>\$ 5</u>
Percentage of total loan receivables	<u>2.4%</u>	<u>2.3%</u>	<u>4.7%</u>	<u>2.3%</u>	<u>—%</u>

### **Impaired Loans and Troubled Debt Restructurings**

Most of our non-accrual loan receivables are smaller balance loans evaluated collectively, by portfolio, for impairment and therefore are outside the scope of the disclosure requirements for impaired loans. Accordingly, impaired loans represent restructured smaller balance homogeneous loans meeting the definition of a Troubled Debt Restructuring ("TDR"). We use certain loan modification programs for borrowers experiencing financial difficulties. These loan modification programs include interest rate reductions and payment deferrals in excess of three months, which were not part of the terms of the original contract.

We have both internal and external loan modification programs. We use long-term modification programs for borrowers experiencing financial difficulty as a loss mitigation strategy to improve long-term collectability of the loans that are classified as TDRs. The long-term program involves changing the structure of the loan to a fixed payment loan with a maturity no longer than 60 months and reducing the interest rate on the loan. The long-term program does not normally provide for the forgiveness of unpaid principal but may allow for the reversal of certain unpaid interest or fee assessments. We also make loan modifications for customers who request financial assistance through external sources, such as consumer credit counseling agency programs. These loans typically receive a reduced interest rate but continue to be subject to the original minimum payment terms and do not normally include waiver of unpaid principal, interest or fees. The following table provides information on loans that entered a loan modification program during the periods presented:

<i>(\$ in millions)</i>	<b>Three months ended March 31,</b>	
	<b>2018</b>	<b>2017</b>
Credit cards	\$ 221	\$ 172
Consumer installment loans	—	—
Commercial credit products	1	1
<b>Total</b>	<u>\$ 222</u>	<u>\$ 173</u>

Our allowance for loan losses on TDRs is generally measured based on the difference between the recorded loan receivable and the present value of the expected future cash flows, discounted at the original effective interest rate of the loan. Interest income from loans accounted for as TDRs is accounted for in the same manner as other accruing loans.

The following table provides information about loans classified as TDRs and specific reserves. We do not evaluate credit card loans for impairment on an individual basis but instead estimate an allowance for loan losses on a collective basis. As a result, there are no impaired loans for which there is no allowance.

<i>At March 31, 2018 (\$ in millions)</i>	<b>Total recorded investment</b>	<b>Related allowance</b>	<b>Net recorded investment</b>	<b>Unpaid principal balance</b>
Credit cards	\$ 1,074	\$ (466)	\$ 608	\$ 960
Consumer installment loans	—	—	—	—
Commercial credit products	5	(3)	2	5
<b>Total</b>	<u>\$ 1,079</u>	<u>\$ (469)</u>	<u>\$ 610</u>	<u>\$ 965</u>

At December 31, 2017 (\$ in millions)

	Total recorded investment	Related allowance	Net recorded investment	Unpaid principal balance
Credit cards	\$ 1,038	\$ (444)	\$ 594	\$ 925
Consumer installment loans	—	—	—	—
Commercial credit products	5	(2)	3	5
<b>Total</b>	<b>\$ 1,043</b>	<b>\$ (446)</b>	<b>\$ 597</b>	<b>\$ 930</b>

### Financial Effects of TDRs

As part of our loan modifications for borrowers experiencing financial difficulty, we may provide multiple concessions to minimize our economic loss and improve long-term loan performance and collectability. The following table presents the types and financial effects of loans modified and accounted for as TDRs during the periods presented:

Three months ended March 31,

(\$ in millions)	2018			2017		
	Interest income recognized during period when loans were impaired	Interest income that would have been recorded with original terms	Average recorded investment	Interest income recognized during period when loans were impaired	Interest income that would have been recorded with original terms	Average recorded investment
Credit cards	\$ 12	\$ 62	\$ 1,056	\$ 12	\$ 51	\$ 878
Consumer installment loans	—	—	—	—	—	—
Commercial credit products	—	—	5	—	—	6
<b>Total</b>	<b>\$ 12</b>	<b>\$ 62</b>	<b>\$ 1,061</b>	<b>\$ 12</b>	<b>\$ 51</b>	<b>\$ 884</b>

### Payment Defaults

The following table presents the type, number and amount of loans accounted for as TDRs that enrolled in a modification plan within the previous 12 months from the applicable balance sheet date and experienced a payment default during the periods presented. A customer defaults from a modification program after two consecutive missed payments.

Three months ended March 31,

(\$ in millions)	2018		2017	
	Accounts defaulted	Loans defaulted	Accounts defaulted	Loans defaulted
Credit cards	23,701	\$ 53	19,755	\$ 40
Consumer installment loans	—	—	—	—
Commercial credit products	68	1	32	—
<b>Total</b>	<b>23,769</b>	<b>\$ 54</b>	<b>19,787</b>	<b>\$ 40</b>

## Credit Quality Indicators

Our loan receivables portfolio includes both secured and unsecured loans. Secured loan receivables are largely comprised of consumer installment loans secured by equipment. Unsecured loan receivables are largely comprised of our open-ended consumer and commercial revolving credit card loans. As part of our credit risk management activities, on an ongoing basis, we assess overall credit quality by reviewing information related to the performance of a customer's account with us, as well as information from credit bureaus, such as a Fair Isaac Corporation ("FICO") or other credit scores, relating to the customer's broader credit performance. FICO scores are generally obtained at origination of the account and are refreshed, at a minimum quarterly, but could be as often as weekly, to assist in predicting customer behavior. We categorize these credit scores into the following three credit score categories: (i) 661 or higher, which are considered the strongest credits; (ii) 601 to 660, considered moderate credit risk; and (iii) 600 or less, which are considered weaker credits. There are certain customer accounts for which a FICO score is not available where we use alternative sources to assess their credit and predict behavior. The following table provides the most recent FICO scores available for our customers at March 31, 2018 and December 31, 2017, respectively, as a percentage of each class of loan receivable. The table below excludes 0.8%, 0.6% and 0.6% of our total loan receivables balance at March 31, 2018, December 31, 2017 and March 31, 2017, respectively, which represents those customer accounts for which a FICO score is not available.

	March 31, 2018			December 31, 2017			March 31, 2017		
	661 or higher	601 to 660	600 or less	661 or higher	601 to 660	600 or less	661 or higher	601 to 660	600 or less
Credit cards	73%	19%	8%	73%	19%	8%	71%	21%	8%
Consumer installment loans	79%	15%	6%	79%	15%	6%	78%	16%	6%
Commercial credit products	88%	7%	5%	88%	7%	5%	86%	9%	5%

## Unfunded Lending Commitments

We manage the potential risk in credit commitments by limiting the total amount of credit, both by individual customer and in total, by monitoring the size and maturity of our portfolios and by applying the same credit standards for all of our credit products. Unused credit card lines available to our customers totaled approximately \$373 billion and \$370 billion at March 31, 2018 and December 31, 2017, respectively. While these amounts represented the total available unused credit card lines, we have not experienced and do not anticipate that all of our customers will access their entire available line at any given point in time.

## Interest Income by Product

The following table provides additional information about our interest and fees on loans, including merchant discounts, from our loan receivables, including held for sale:

(\$ in millions)	Three months ended March 31,	
	2018	2017
Credit cards	\$ 4,099	\$ 3,811
Consumer installment loans	36	32
Commercial credit products	36	34
Other	1	—
<b>Total</b>	<b>\$ 4,172</b>	<b>\$ 3,877</b>

## NOTE 5. VARIABLE INTEREST ENTITIES

We use VIEs to securitize loan receivables and arrange asset-backed financing in the ordinary course of business. Investors in these entities only have recourse to the assets owned by the entity and not to our general credit. We do not have implicit support arrangements with any VIE and we did not provide non-contractual support for previously transferred loan receivables to any VIE in the three months ended March 31, 2018 and 2017. Our VIEs are able to accept new loan receivables and arrange new asset-backed financings, consistent with the requirements and limitations on such activities placed on the VIE by existing investors. Once an account has been designated to a VIE, the contractual arrangements we have require all existing and future loan receivables originated under such account to be transferred to the VIE. The amount of loan receivables held by our VIEs in excess of the minimum amount required under the asset-backed financing arrangements with investors may be removed by us under random removal of accounts provisions. All loan receivables held by a VIE are subject to claims of third-party investors.

In evaluating whether we have the power to direct the activities of a VIE that most significantly impact its economic performance, we consider the purpose for which the VIE was created, the importance of each of the activities in which it is engaged and our decision-making role, if any, in those activities that significantly determine the entity's economic performance as compared to other economic interest holders. This evaluation requires consideration of all facts and circumstances relevant to decision-making that affects the entity's future performance and the exercise of professional judgment in deciding which decision-making rights are most important.

In determining whether we have the right to receive benefits or the obligation to absorb losses that could potentially be significant to a VIE, we evaluate all of our economic interests in the entity, regardless of form (debt, equity, management and servicing fees, and other contractual arrangements). This evaluation considers all relevant factors of the entity's design, including: the entity's capital structure, contractual rights to earnings or losses, subordination of our interests relative to those of other investors, as well as any other contractual arrangements that might exist that could have the potential to be economically significant. The evaluation of each of these factors in reaching a conclusion about the potential significance of our economic interests is a matter that requires the exercise of professional judgment.

We consolidate VIEs where we have the power to direct the activities that significantly affect the VIEs' economic performance, typically because of our role as either servicer or administrator for the VIEs. The power to direct exists because of our role in the design and conduct of the servicing of the VIEs' assets as well as directing certain affairs of the VIEs, including determining whether and on what terms debt of the VIEs will be issued.

The loan receivables in these entities have risks and characteristics similar to our other financing receivables and were underwritten to the same standard. Accordingly, the performance of these assets has been similar to our other comparable loan receivables, and the blended performance of the pools of receivables in these entities reflects the eligibility criteria that we apply to determine which receivables are selected for transfer. Contractually, the cash flows from these financing receivables must first be used to pay third-party debt holders, as well as other expenses of the entity. Excess cash flows, if any, are available to us. The creditors of these entities have no claim on our other assets.

The table below summarizes the assets and liabilities of our consolidated securitization VIEs described above.

<i>(\$ in millions)</i>	<b>March 31, 2018</b>		<b>December 31, 2017</b>	
<b>Assets</b>				
Loan receivables, net <sup>(a)</sup>	\$	23,911	\$	24,990
Other assets <sup>(b)</sup>		1,056		62
Total	\$	<u>24,967</u>	\$	<u>25,052</u>
<b>Liabilities</b>				
Borrowings	\$	12,214	\$	12,497
Other liabilities		30		30
Total	\$	<u>12,244</u>	\$	<u>12,527</u>

(a) Includes \$1.5 billion and \$1.4 billion of related allowance for loan losses resulting in gross restricted loans of \$25.4 billion and \$26.4 billion at March 31, 2018 and December 31, 2017, respectively.

(b) Includes \$1.0 billion and \$55 million of segregated funds held by the VIEs at March 31, 2018 and December 31, 2017, respectively, which are classified as restricted cash and equivalents and included as a component of other assets in our Condensed Consolidated Statements of Financial Position.

The balances presented above are net of intercompany balances and transactions that are eliminated in our condensed consolidated financial statements.

We provide servicing for all of our consolidated VIEs. Collections are required to be placed into segregated accounts owned by each VIE in amounts that meet contractually specified minimum levels. These segregated funds are invested in cash and cash equivalents and are restricted as to their use, principally to pay maturing principal and interest on debt and the related servicing fees. Collections above these minimum levels are remitted to us on a daily basis.

Income (principally, interest and fees on loans) earned by our consolidated VIEs was \$1.2 billion and \$1.0 billion for the three months ended March 31, 2018 and 2017, respectively. Related expenses consisted primarily of provision for loan losses of \$316 million and \$298 million for the three months ended March 31, 2018 and 2017, respectively, and interest expense of \$74 million and \$65 million for the three months ended March 31, 2018 and 2017, respectively.

## NOTE 6. INTANGIBLE ASSETS

<i>(\$ in millions)</i>	<b>March 31, 2018</b>			<b>December 31, 2017</b>		
	<b>Gross carrying amount</b>	<b>Accumulated amortization</b>	<b>Net</b>	<b>Gross carrying amount</b>	<b>Accumulated amortization</b>	<b>Net</b>
Customer-related	\$ 1,237	\$ (696)	\$ 541	\$ 1,242	\$ (679)	\$ 563
Capitalized software	444	(205)	239	368	(182)	186
Total	<u>\$ 1,681</u>	<u>\$ (901)</u>	<u>\$ 780</u>	<u>\$ 1,610</u>	<u>\$ (861)</u>	<u>\$ 749</u>

During the three months ended March 31, 2018, we recorded additions to intangible assets subject to amortization of \$89 million, primarily related to capitalized software expenditures, as well as customer-related intangible assets.

Customer-related intangible assets primarily relate to retail partner contract acquisitions and extensions, as well as purchased credit card relationships. During the three months ended March 31, 2018 and 2017, we recorded additions to customer-related intangible assets subject to amortization of \$12 million and \$147 million, respectively, primarily related to payments made to acquire and extend certain retail partner relationships. These additions had a weighted average amortizable life of 5 years and 11 years for the three months ended March 31, 2018 and 2017, respectively.

Amortization expense related to retail partner contracts was \$29 million and \$27 million for the three months ended March 31, 2018 and 2017, respectively, and is included as a component of marketing and business development expense in our Condensed Consolidated Statements of Earnings. All other amortization expense was \$27 million and \$18 million for the three months ended March 31, 2018 and 2017, respectively, and is included as a component of other expense in our Condensed Consolidated Statements of Earnings.

## NOTE 7. DEPOSITS

(\$ in millions)	March 31, 2018		December 31, 2017	
	Amount	Average rate <sup>(a)</sup>	Amount	Average rate <sup>(a)</sup>
Interest-bearing deposits	\$ 56,285	1.8%	\$ 56,276	1.6%
Non-interest-bearing deposits	285	—	212	—
Total deposits	<u>\$ 56,570</u>		<u>\$ 56,488</u>	

(a) Based on interest expense for the three months ended March 31, 2018 and the year ended December 31, 2017 and average deposits balances.

At March 31, 2018 and December 31, 2017, interest-bearing deposits included \$17.4 billion and \$16.2 billion of certificates of deposit of \$100,000 or more, respectively. Of the total certificates of deposit of \$100,000 or more, \$5.8 billion and \$5.3 billion were certificates of deposit of \$250,000 or more at March 31, 2018 and December 31, 2017, respectively.

At March 31, 2018, our interest-bearing time deposits maturing for the remainder of 2018 and over the next four years and thereafter were as follows:

(\$ in millions)	2018	2019	2020	2021	2022	Thereafter
Deposits	\$ 12,239	\$ 12,209	\$ 3,554	\$ 2,334	\$ 2,442	\$ 1,995

The above maturity table excludes \$18.4 billion of demand deposits with no defined maturity, of which \$16.9 billion are savings accounts. In addition, at March 31, 2018, we had \$3.1 billion of broker network deposit sweeps procured through a program arranger who channels brokerage account deposits to us that are also excluded from the above maturity table. Unless extended, the contracts associated with these broker network deposit sweeps will terminate between 2019 and 2021.

## NOTE 8. BORROWINGS

(\$ in millions)	March 31, 2018			December 31, 2017	
	Maturity date	Interest Rate	Weighted average interest rate	Outstanding Amount(a)	Outstanding Amount(a)
<b>Borrowings of consolidated securitization entities:</b>					
Fixed securitized borrowings	2018 - 2022	1.58% - 3.36%	2.16%	\$ 8,064	\$ 8,347
Floating securitized borrowings	2019 - 2020	1.97% - 2.82%	2.33%	4,150	4,150
Total borrowings of consolidated securitization entities			2.22%	12,214	12,497
<b>Synchrony Financial senior unsecured notes:</b>					
Fixed senior unsecured notes	2019 - 2027	2.60% - 4.50%	3.59%	7,311	7,310
Floating senior unsecured notes	2020	3.02%	3.02%	249	250
<b>Synchrony Bank senior unsecured notes:</b>					
Fixed senior unsecured notes	2022	3.00%	3.00%	743	742
Floating senior unsecured notes	2020	2.93%	2.93%	498	—
Total senior unsecured notes			3.48%	8,801	8,302
Total borrowings				\$ 21,015	\$ 20,799

(a) The amounts presented above for outstanding borrowings include unamortized debt premiums, discounts and issuance cost.

### Debt Maturities

The following table summarizes the maturities of the principal amount of our borrowings of consolidated securitization entities and senior unsecured notes for the remainder of 2018 and over the next four years and thereafter:

(\$ in millions)	2018	2019	2020	2021	2022	Thereafter
Borrowings	\$ 1,106	\$ 6,027	\$ 6,483	\$ 2,075	\$ 1,634	\$ 3,750

### Third-Party Debt

On January 2, 2018, the Bank issued a total of \$500 million principal amount of three-month LIBOR plus 0.625% senior unsecured notes due 2020.

### Credit Facilities

As additional sources of liquidity, we have undrawn committed capacity under credit facilities, primarily related to our securitization programs.

At March 31, 2018, we had an aggregate of \$5.5 billion of undrawn committed capacity under our securitization financings, subject to customary borrowing conditions, from private lenders under our securitization programs, and an aggregate of \$0.5 billion of undrawn committed capacity under our unsecured revolving credit facility with private lenders.



## NOTE 9. FAIR VALUE MEASUREMENTS

For a description of how we estimate fair value, see Note 2. *Basis of Presentation and Summary of Significant Accounting Policies* in our 2017 annual consolidated financial statements in our 2017 Form 10-K.

The following tables present our assets and liabilities measured at fair value on a recurring basis.

### Recurring Fair Value Measurements

The following tables present our assets measured at fair value on a recurring basis.

At March 31, 2018 (\$ in millions)	Level 1	Level 2	Level 3	Total
<b>Assets</b>				
Debt securities				
U.S. Government and Federal Agency	\$ —	\$ 3,352	\$ —	\$ 3,352
State and municipal	—	—	42	42
Residential mortgage-backed	—	1,194	—	1,194
Asset-backed	—	1,669	—	1,669
U.S. corporate debt	—	—	2	2
Other assets <sup>(a)</sup>	15	—	7	22
<b>Total</b>	<b>\$ 15</b>	<b>\$ 6,215</b>	<b>\$ 51</b>	<b>\$ 6,281</b>

At December 31, 2017 (\$ in millions)

<b>Assets</b>				
Debt securities				
U.S. Government and Federal Agency	\$ —	\$ 2,416	\$ —	\$ 2,416
State and municipal	—	—	44	44
Residential mortgage-backed	—	1,231	—	1,231
Asset-backed	—	780	—	780
U.S. corporate debt	—	—	2	2
Other assets <sup>(a)</sup>	15	—	—	15
<b>Total</b>	<b>\$ 15</b>	<b>\$ 4,427</b>	<b>\$ 46</b>	<b>\$ 4,488</b>

(a) Other assets primarily relate to equity investments measured at fair value.

For the three months ended March 31, 2018, there were no securities transferred between Level 1 and Level 2 or between Level 2 and Level 3. At March 31, 2018 and December 31, 2017, we did not have any significant liabilities measured at fair value on a recurring basis.

Our Level 3 recurring fair value measurements primarily relate to state and municipal debt instruments which are valued using non-binding broker quotes or other third-party sources. For a description of our process to evaluate third-party pricing servicers, see Note 2. *Basis of Presentation and Summary of Significant Accounting Policies* in our 2017 annual consolidated financial statements in our 2017 Form 10-K. Our state and municipal debt securities are classified as available-for-sale with changes in fair value included in accumulated other comprehensive income.

The changes in our Level 3 assets that are measured on a recurring basis for the three months ended March 31, 2018 and 2017 were not material.

**Financial Assets and Financial Liabilities Carried at Other than Fair Value**

At March 31, 2018 (\$ in millions)	Carrying value	Corresponding fair value amount			
		Total	Level 1	Level 2	Level 3
<b>Financial Assets</b>					
Financial assets for which carrying values equal or approximate fair value:					
Cash and equivalents <sup>(a)</sup>	\$ 13,044	\$ 13,044	\$ 13,044	\$ —	\$ —
Other assets <sup>(a)(b)</sup>	\$ 1,130	\$ 1,130	\$ 1,130	\$ —	\$ —
Financial assets carried at other than fair value:					
Loan receivables, net <sup>(c)</sup>	\$ 72,115	\$ 81,169	\$ —	\$ —	\$ 81,169
<b>Financial Liabilities</b>					
Financial liabilities carried at other than fair value:					
Deposits	\$ 56,570	\$ 56,662	\$ —	\$ 56,662	\$ —
Borrowings of consolidated securitization entities	\$ 12,214	\$ 12,137	\$ —	\$ 7,986	\$ 4,151
Senior unsecured notes	\$ 8,801	\$ 8,745	\$ —	\$ 8,745	\$ —

At December 31, 2017 (\$ in millions)	Carrying value	Corresponding fair value amount			
		Total	Level 1	Level 2	Level 3
<b>Financial Assets</b>					
Financial assets for which carrying values equal or approximate fair value:					
Cash and equivalents <sup>(a)</sup>	\$ 11,602	\$ 11,602	\$ 11,602	\$ —	\$ —
Other assets <sup>(a)(b)</sup>	\$ 215	\$ 215	\$ 215	\$ —	\$ —
Financial assets carried at other than fair value:					
Loan receivables, net <sup>(c)</sup>	\$ 76,373	\$ 85,871	\$ —	\$ —	\$ 85,871
<b>Financial Liabilities</b>					
Financial liabilities carried at other than fair value:					
Deposits	\$ 56,488	\$ 56,754	\$ —	\$ 56,754	\$ —
Borrowings of consolidated securitization entities	\$ 12,497	\$ 12,475	\$ —	\$ 8,323	\$ 4,152
Senior unsecured notes	\$ 8,302	\$ 8,471	\$ —	\$ 8,471	\$ —

(a) For cash and equivalents and restricted cash and equivalents, carrying value approximates fair value due to the liquid nature and short maturity of these instruments.

(b) This balance relates to restricted cash and equivalents, which is included in other assets.

(c) Under certain retail partner program agreements, the expected sales proceeds related to the sale of their credit card portfolio may be limited to the amounts owed by our customers, which may be less than the fair value indicated above.

## NOTE 10. REGULATORY AND CAPITAL ADEQUACY

As a savings and loan holding company and a financial holding company, we are subject to regulation, supervision and examination by the Federal Reserve Board and subject to the capital requirements as prescribed by Basel III capital rules and the requirements of the Dodd-Frank Act. The Bank is a federally chartered savings association. As such, the Bank is subject to regulation, supervision and examination by the Office of the Comptroller of the Currency of the U.S. Treasury (the "OCC"), which is its primary regulator, and by the Consumer Financial Protection Bureau ("CFPB"). In addition, the Bank, as an insured depository institution, is supervised by the Federal Deposit Insurance Corporation.

Failure to meet minimum capital requirements can initiate certain mandatory and, possibly, additional discretionary actions by regulators that, if undertaken, could limit our business activities and have a material adverse effect on our consolidated financial statements. Under capital adequacy guidelines, we must meet specific capital guidelines that involve quantitative measures of our assets, liabilities and certain off-balance-sheet items as calculated under regulatory accounting practices. The capital amounts and classifications are also subject to qualitative judgments by the regulators about components, risk weightings and other factors.

Quantitative measures established by regulation to ensure capital adequacy require us and the Bank to maintain minimum amounts and ratios (set forth in the table below) of Total, Tier 1 and common equity Tier 1 capital (as defined in the regulations) to risk-weighted assets (as defined), and of Tier 1 capital to average assets (as defined).

For Synchrony Financial to be a well-capitalized savings and loan holding company, the Bank must be well-capitalized and Synchrony Financial must not be subject to any written agreement, order, capital directive, or prompt corrective action directive issued by the Federal Reserve Board to meet and maintain a specific capital level for any capital measure.

At March 31, 2018 and December 31, 2017, Synchrony Financial met all applicable requirements to be deemed well-capitalized pursuant to Federal Reserve Board regulations. At March 31, 2018 and December 31, 2017, the Bank also met all applicable requirements to be deemed well-capitalized pursuant to OCC regulations and for purposes of the Federal Deposit Insurance Act. There are no conditions or events subsequent to March 31, 2018 that management believes have changed the Company's or the Bank's capital category.

The actual capital amounts, ratios and the applicable required minimums of the Company and the Bank are as follows:

### ***Synchrony Financial***

*At March 31, 2018 (\$ in millions)*

	Actual		Minimum for capital adequacy purposes	
	Amount	Ratio <sup>(a)</sup>	Amount	Ratio <sup>(b)</sup>
Total risk-based capital	\$ 13,878	18.1%	\$ 6,121	8.0%
Tier 1 risk-based capital	\$ 12,863	16.8%	\$ 4,591	6.0%
Tier 1 leverage	\$ 12,863	13.7%	\$ 3,766	4.0%
Common equity Tier 1 Capital	\$ 12,863	16.8%	\$ 3,443	4.5%

*At December 31, 2017 (\$ in millions)*

	Actual		Minimum for capital adequacy purposes	
	Amount	Ratio <sup>(a)</sup>	Amount	Ratio <sup>(b)</sup>
Total risk-based capital	\$ 13,954	17.3%	\$ 6,454	8.0%
Tier 1 risk-based capital	\$ 12,890	16.0%	\$ 4,840	6.0%
Tier 1 leverage	\$ 12,890	13.8%	\$ 3,724	4.0%
Common equity Tier 1 Capital	\$ 12,890	16.0%	\$ 3,630	4.5%

## Synchrony Bank

	Actual		Minimum for capital adequacy purposes		Minimum to be well-capitalized under prompt corrective action provisions	
	Amount	Ratio <sup>(a)</sup>	Amount	Ratio <sup>(b)</sup>	Amount	Ratio
	At March 31, 2018 (\$ in millions)					
Total risk-based capital	\$ 11,054	17.4%	\$ 5,091	8.0%	\$ 6,364	10.0%
Tier 1 risk-based capital	\$ 10,205	16.0%	\$ 3,818	6.0%	\$ 5,091	8.0%
Tier 1 leverage	\$ 10,205	13.1%	\$ 3,127	4.0%	\$ 3,909	5.0%
Common equity Tier I capital	\$ 10,205	16.0%	\$ 2,864	4.5%	\$ 4,136	6.5%

	Actual		Minimum for capital adequacy purposes		Minimum to be well-capitalized under prompt corrective action provisions	
	Amount	Ratio <sup>(a)</sup>	Amount	Ratio <sup>(b)</sup>	Amount	Ratio
	At December 31, 2017 (\$ in millions)					
Total risk-based capital	\$ 10,842	16.2%	\$ 5,340	8.0%	\$ 6,675	10.0%
Tier 1 risk-based capital	\$ 9,958	14.9%	\$ 4,005	6.0%	\$ 5,340	8.0%
Tier 1 leverage	\$ 9,958	12.9%	\$ 3,083	4.0%	\$ 3,854	5.0%
Common equity Tier I capital	\$ 9,958	14.9%	\$ 3,004	4.5%	\$ 4,339	6.5%

(a) Capital ratios are calculated based on the Basel III Standardized Approach rules which, at December 31, 2017, also included applicable transition provisions.

(b) At March 31, 2018 and at December 31, 2017, Synchrony Financial and the Bank also must maintain a capital conservation buffer of common equity Tier 1 capital in excess of minimum risk-based capital ratios by at least 1.875 percentage points and 1.25 percent percentage points, respectively, to avoid limits on capital distributions and certain discretionary bonus payments to executive officers and similar employees.

The Bank may pay dividends on its stock, with consent or non-objection from the OCC and the Federal Reserve Board, among other things, if its regulatory capital would not thereby be reduced below the applicable regulatory capital requirements.

## NOTE 11. EARNINGS PER SHARE

Basic earnings per share is computed by dividing earnings available to common stockholders by the weighted average number of common shares outstanding for the period. Diluted earnings per share reflects the assumed conversion of all dilutive securities.

The following table presents the calculation of basic and diluted earnings per share:

	Three months ended March 31,	
	2018	2017
<i>(in millions, except per share data)</i>		
Net earnings	\$ 640	\$ 499
Weighted average common shares outstanding, basic	763.7	813.1
Effect of dilutive securities	6.6	4.0
Weighted average common shares outstanding, dilutive	770.3	817.1
Earnings per basic common share	\$ 0.84	\$ 0.61
Earnings per diluted common share	\$ 0.83	\$ 0.61

We have issued certain stock based awards under the Synchrony Financial 2014 Long-Term Incentive Plan. A total of 1 million shares related to these awards, were considered anti-dilutive and therefore were excluded from the computation of diluted earnings per share for both the three months ended March 31, 2018 and 2017, respectively.

## NOTE 12. INCOME TAXES

We file consolidated U.S. federal and state income tax returns separate and apart from GE. For periods up to and including the date of Separation, we were included in the consolidated U.S. federal and state income tax returns of GE, where applicable, but also filed certain separate state and foreign income tax returns. The tax provision is presented on a separate company basis as if we were a separate filer for tax purposes for all periods. The effects of tax adjustments and settlements from taxing authorities are presented in our condensed consolidated financial statements in the period in which they occur. Our current obligations for taxes are settled with the relevant tax authority, or GE, as applicable, on an estimated basis and adjusted in later periods as appropriate and are reflected in our consolidated financial statements in the periods in which those settlements occur. We recognize the current and deferred tax consequences of all transactions that have been recognized in the financial statements using the provisions of the enacted tax laws. In calculating the provision for interim period income taxes, in accordance with Accounting Standards Codification 740, *Income Taxes*, we estimate the effective tax rate expected to be applicable for the full fiscal year and apply that estimated annual effective tax rate to year-to-date ordinary income. Adjustments to tax expense are made for year-to-date discrete items. The effective tax rate for the three months ended March 31, 2018 decreased to 24.4%, compared to 36.2% in the same period in the prior year, primarily due to the reduction in the corporate tax rate from 35% to 21% included in the Tax Act. See “*Management’s Discussion and Analysis—Critical Accounting Estimates*” in our 2017 Form 10-K, for a discussion of the significant judgments and estimates related to income taxes.

For periods prior to Separation, we are under continuous examination by the Internal Revenue Service (“IRS”) and the tax authorities of various states as part of their audit of GE’s tax returns. The IRS is currently auditing GE’s consolidated U.S. income tax returns for 2012 to 2015. We are under examination in various states going back to 2008 as part of their audit of GE’s tax returns. We are not currently under audit with respect to any post-Separation periods. We believe that there are no issues or claims that are likely to significantly impact our results of operations, financial position or cash flows. We further believe that we have made adequate provision for all income tax uncertainties that could result from such examinations.

### Unrecognized Tax Benefits

<i>(\$ in millions)</i>	March 31, 2018	December 31, 2017
Unrecognized tax benefits, excluding related interest expense and penalties <sup>(a)</sup>	\$ 218	\$ 255
Portion that, if recognized, would reduce tax expense and effective tax rate <sup>(b)</sup>	179	173

(a) Interest and penalties related to unrecognized tax benefits were not material for all periods presented.

(b) Includes gross state and local unrecognized tax benefits net of the effects of associated U.S. federal income taxes. Excludes amounts attributable to any related valuation allowances resulting from associated increases in deferred tax assets.

We compute our unrecognized tax benefits on a separate return basis. For unrecognized tax benefits associated with periods prior to 2014, we will settle our liabilities, as required, in accordance with the Tax Sharing and Separation Agreement with GE, which we entered into in connection with our initial public offering in 2014. The amount of unrecognized tax benefits that is reasonably possible to be resolved in the next twelve months is expected to be \$51 million, of which \$40 million, if recognized, would reduce the Company’s tax expense and effective tax rate.

## NOTE 13. LEGAL PROCEEDINGS AND REGULATORY MATTERS

In the normal course of business, from time to time, we have been named as a defendant in various legal proceedings, including arbitrations, class actions and other litigation, arising in connection with our business activities. Certain of the legal actions include claims for substantial compensatory and/or punitive damages, or claims for indeterminate amounts of damages. We are also involved, from time to time, in reviews, investigations and proceedings (both formal and informal) by governmental agencies regarding our business (collectively, "regulatory matters"), which could subject us to significant fines, penalties, obligations to change our business practices or other requirements resulting in increased expenses, diminished income and damage to our reputation. We contest liability and/or the amount of damages as appropriate in each pending matter. In accordance with applicable accounting guidance, we establish an accrued liability for legal and regulatory matters when those matters present loss contingencies which are both probable and reasonably estimable.

Legal proceedings and regulatory matters are subject to many uncertain factors that generally cannot be predicted with assurance, and we may be exposed to losses in excess of any amounts accrued.

For some matters, we are able to determine that an estimated loss, while not probable, is reasonably possible. For other matters, including those that have not yet progressed through discovery and/or where important factual information and legal issues are unresolved, we are unable to make such an estimate. We currently estimate that the reasonably possible losses for legal proceedings and regulatory matters, whether in excess of a related accrued liability or where there is no accrued liability, and for which we are able to estimate a possible loss, are immaterial. This represents management's estimate of possible loss with respect to these matters and is based on currently available information. This estimate of possible loss does not represent our maximum loss exposure. The legal proceedings and regulatory matters underlying the estimate will change from time to time and actual results may vary significantly from current estimates.

Our estimate of reasonably possible losses involves significant judgment, given the varying stages of the proceedings, the existence of numerous yet to be resolved issues, the breadth of the claims (often spanning multiple years), unspecified damages and/or the novelty of the legal issues presented. Based on our current knowledge, we do not believe that we are a party to any pending legal proceeding or regulatory matters that would have a material adverse effect on our condensed consolidated financial condition or liquidity. However, in light of the uncertainties involved in such matters, the ultimate outcome of a particular matter could be material to our operating results for a particular period depending on, among other factors, the size of the loss or liability imposed and the level of our earnings for that period, and could adversely affect our business and reputation.

Below is a description of certain of our regulatory matters and legal proceedings.

## **Regulatory Matters**

On October 30, 2014, the United States Trustee, which is part of the Department of Justice, filed an application in *In re Nyree Belton*, a Chapter 7 bankruptcy case pending in the U.S. Bankruptcy Court for the Southern District of New York for orders authorizing discovery of the Bank pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, related to an investigation of the Bank's credit reporting. The discovery, which is ongoing, concerns allegations made in *Belton et al. v. GE Capital Consumer Lending*, a putative class action adversary proceeding pending in the same Bankruptcy Court. In the *Belton* adversary proceeding, which was filed on April 30, 2014, plaintiff alleges that the Bank violates the discharge injunction under Section 524(a)(2) of the Bankruptcy Code by attempting to collect discharged debts and by failing to update and correct credit information to credit reporting agencies to show that such debts are no longer due and owing because they have been discharged in bankruptcy. Plaintiff seeks declaratory judgment, injunctive relief and an unspecified amount of damages. On December 15, 2014, the Bankruptcy Court entered an order staying the adversary proceeding pending an appeal to the District Court of the Bankruptcy Court's order denying the Bank's motion to compel arbitration. On October 14, 2015, the District Court reversed the Bankruptcy Court and on November 4, 2015, the Bankruptcy Court granted the Bank's motion to compel arbitration.

On October 15, 2015, the Bank received a Civil Investigative Demand from the CFPB seeking information related to the Bank's credit bureau reporting with respect to sold accounts. The information sought by the CFPB generally relates to the allegations made in *Belton et al. v. GE Capital Consumer Lending*. On May 9, 2016, the Bank received a NORA (Notice of Opportunity to Respond and Advise) letter from the CFPB indicating that the CFPB Office of Enforcement is considering whether to recommend that the CFPB take legal action relating to this matter.

On May 9, 2017, the Bank received a Civil Investigative Demand from the CFPB seeking information related to the marketing and servicing of deferred interest promotions.

## **Other Matters**

The Bank or the Company is, or has been, defending a number of putative class actions alleging claims under the federal Telephone Consumer Protection Act ("TCPA") as a result of phone calls made by the Bank. The complaints generally have alleged that the Bank or the Company placed calls to consumers by an automated telephone dialing system or using a pre-recorded message or automated voice without their consent and seek up to \$1,500 for each violation, without specifying an aggregate amount. *Campbell et al. v. Synchrony Bank* was filed on January 25, 2017 in the U.S. District Court for the Northern District of New York. The original complaint named only J.C. Penney Company, Inc. and J.C. Penney Corporation, Inc. as the defendants but was amended on April 7, 2017 to replace those defendants with the Bank. *Neal et al. v. Wal-Mart Stores, Inc. and Synchrony Bank*, for which the Bank is indemnifying Wal-Mart, was filed on January 17, 2017 in the U.S. District Court for the Western District of North Carolina. The original complaint named only Wal-Mart Stores, Inc. as a defendant but was amended on March 30, 2017 to add Synchrony Bank as an additional defendant. *Mott et al. v. Synchrony Bank* was filed on February 2, 2018 in the U.S. District Court for the Middle District of Florida.

In addition to the TCPA class action lawsuits related to phone calls, the Company is a defendant in a putative class action lawsuit alleging claims under the TCPA relating to facsimiles. In *Michael W. Kincaid, DDS et al. v. Synchrony Financial*, plaintiff alleges that the Company violated the TCPA by sending fax advertisements without consent and without required notices, and seeks up to \$1,500 for each violation. The amount of damages sought in the aggregate is unspecified. The original complaint was filed in U.S. District Court for the Northern District of Illinois on January 20, 2016. On August 11, 2016, the Court granted the Company's motion to dismiss based on the lack of personal jurisdiction. On August 15, 2016, the plaintiff re-filed the case in the Southern District of Ohio.

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

Market risk refers to the risk that a change in the level of one or more market prices, rates, indices, correlations or other market factors will result in losses for a position or portfolio. We are exposed to market risk primarily from changes in interest rates.

We borrow money from a variety of depositors and institutions in order to provide loans to our customers. Changes in market interest rates cause our net interest income to increase or decrease, as some of our assets and liabilities carry interest rates that fluctuate with market benchmarks. The interest rate benchmark for our floating rate assets is generally the prime rate, and the interest rate benchmark for our floating rate liabilities is generally either LIBOR or the federal funds rate. The prime rate and the LIBOR or federal funds rate could reset at different times or could diverge, leading to mismatches in the interest rates on our floating rate assets and floating rate liabilities.

As of March 31, 2018, assuming an immediate 100 basis point increase in the interest rates affecting all interest rate sensitive assets and liabilities, we estimate that net interest income over the following 12-month period would increase by approximately \$70 million. This estimate projects net interest income over the following 12-month period and takes into consideration future growth and balance sheet composition.

For a more detailed discussion of our exposure to market risk, refer to “*Management’s Discussion and Analysis—Quantitative and Qualitative Disclosures about Market Risk*” in our 2017 Form 10-K.

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

Under the direction of our Chief Executive Officer and Chief Financial Officer, we evaluated our disclosure controls and procedures, and our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of March 31, 2018.

No change in internal control over financial reporting occurred during the quarter ended March 31, 2018 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.



## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

For a description of legal proceedings, see Note 13. *Legal Proceedings and Regulatory Matters* to our condensed consolidated financial statements in Part 1, Item 1 of this Quarterly Report on Form 10-Q.

### ITEM 1A. RISK FACTORS

There have been no material changes to the risk factors included in our 2017 Form 10-K under the heading “*Risk Factors*”.

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

The table below sets forth information regarding purchases of our common stock primarily related to our share repurchase program that were made by us or on our behalf during the three months ended March 31, 2018.

<i>(\$ in millions, except per share data)</i>	<b>Total Number of Shares Purchased<sup>(a)</sup></b>	<b>Average Price Paid Per Share<sup>(b)</sup></b>	<b>Total Number of Shares Purchased as Part of Publicly Announced Programs<sup>(c)</sup></b>	<b>Maximum Dollar Value of Shares That May Yet Be Purchased Under the Programs<sup>(b)</sup></b>
January 1 - 31, 2018	7,244,799	\$ 39.78	7,241,511	\$ 331.9
February 1 - 28, 2018	3,157,902	38.64	3,154,690	210.0
March 1 - 31, 2018	1,957	35.20	—	210.0
Total	<u>10,404,658</u>	\$ 39.44	<u>10,396,201</u>	\$ 210.0

(a) Primarily represents repurchases of shares of common stock under our publicly announced share repurchase programs of up to \$1.64 billion of our outstanding shares of common stock through June 30, 2018 (the “2017 Share Repurchase Program”). Also includes 3,288 shares, 3,212 shares and 1,957 shares withheld in January, February and March, respectively, to offset tax withholding obligations that occur upon the delivery of outstanding shares underlying restricted stock awards or upon the exercise of stock options.

(b) Amounts exclude commission costs.

(c) On May 18, 2017, the Board of Directors approved the 2017 Share Repurchase Program.

### ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

### ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

### ITEM 5. OTHER INFORMATION

None.

## ITEM 6. EXHIBITS

### EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Amended and Restated form of agreement for awards of Restricted Stock Units and Non-Qualified Stock Options under Synchrony 2014 Long-Term Incentive Plan</a>
<a href="#">10.2</a>	<a href="#">Amended and Restated form of agreement for awards of Performance Share Units under Synchrony 2014 Long-Term Incentive Plan</a>
<a href="#">10.3</a>	<a href="#">Form of agreement for awards of Restricted Stock Units under Synchrony 2014 Long-Term Incentive Plan to directors of Synchrony Financial</a>
<a href="#">10.4</a>	<a href="#">Amended and Restated Executive Severance Plan</a>
<a href="#">12.1</a>	<a href="#">Statement of Ratio of Earnings to Fixed Charges</a>
<a href="#">31(a)</a>	<a href="#">Certification Pursuant to Rules 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as Amended</a>
<a href="#">31(b)</a>	<a href="#">Certification Pursuant to Rules 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as Amended</a>
<a href="#">32</a>	<a href="#">Certification Pursuant to 18 U.S.C. Section 1350</a>
101	The following materials from Synchrony Financial's Quarterly Report on Form 10-Q for the quarter ended March 31, 2018, formatted in XBRL (eXtensible Business Reporting Language): (i) Condensed Consolidated Statements of Earnings for the three months ended March 31, 2018 and 2017, (ii) Condensed Consolidated Statements of Comprehensive Income for the three months and three months ended March 31, 2018 and 2017, (iii) Condensed Consolidated Statements of Financial Position at March 31, 2018 and December 31, 2017, (iv) Condensed Consolidated Statements of Changes in Equity for the three months ended March 31, 2018 and 2017, (v) Condensed Consolidated Statements of Cash Flows for the three months ended March 31, 2018 and 2017, and (vi) Notes to Condensed Consolidated Financial Statements.

(\*) Pursuant to Item 601(4)(iii) of Regulation S-K, the Company is not required to file any instrument with respect to long-term debt not being registered if the total amount of securities authorized thereunder does not exceed 10 percent of the total assets of the Company and its subsidiaries on a consolidated basis. The Company hereby agrees to furnish a copy of any such instrument to the SEC upon request.

## Signatures

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

Synchrony Financial  
(Registrant)

April 26, 2018

/s/ Brian D. Doubles

Date

\_\_\_\_\_  
Brian D. Doubles  
Executive Vice President and Chief Financial Officer  
(Duly Authorized Officer and Principal Financial  
Officer)



**NOTICE OF AWARD OF  
STOCK-SETTLED RESTRICTED STOCK UNITS  
(WITH DIVIDEND EQUIVALENTS)  
AND  
NON-QUALIFIED STOCK OPTION**

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Pursuant to the Synchrony Financial 2014 Long-Term Incentive Plan (the “Plan”), you have been awarded (this “Award”) (i) restricted stock units (“RSUs”), each of which entitles you to receive one share of common stock (each, a “Share”) of Synchrony Financial (“Synchrony”), and (ii) nonqualified stock options to purchase Shares (“Options”), in each case, subject to the terms and conditions set forth in (A) the Plan, (B) this Notice, (C) the attached “Restricted Stock Unit and Non-Qualified Stock Option Terms and Conditions” (the “Terms and Conditions”), and (D) the information available on the website (the “Administrator Website”) maintained by the administrator of the Plan for these purposes.

The Administrator Website identifies, among other things, (i) the number of RSUs granted pursuant to this Award, (ii) the number of Shares subject to the Options granted pursuant to this Award, (iii) the exercise price applicable to such Options, and (iv) the effective date of this Award. As described in more detail in the Terms and Conditions, the RSUs will be settled in Shares, and the RSUs include dividend equivalents.

The Terms and Conditions describe the vesting conditions applicable to the RSUs and Options and other important information relating to your Award.

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You must log into your account on the Administrator Website prior to the date your Award first vests to view additional information about your Award and to accept your Award. If you do not accept your Award prior to the date your Award first vests (or prior to the date your employment terminates for any reason, if earlier), your Award will be forfeited. Although Synchrony has completed the steps necessary to grant you this Award, you cannot receive any Shares or payments under the Award unless you accept the Award before the deadline.

By your acceptance of this Award, you acknowledge and agree that this Award is governed by the Terms and Conditions attached hereto and the Plan, which is available on the Administrator Website. You acknowledge that you have read and understand these documents as they apply to your Award.

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**Please be sure to log into your account and accept your Award to avoid the risk that your Award will be forfeited for non-acceptance.**

SYNCHRONY FINANCIAL

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**SYNCHRONY FINANCIAL  
2014 LONG-TERM INCENTIVE PLAN**

**RESTRICTED STOCK UNIT  
AND  
NON-QUALIFIED STOCK OPTION**

**TERMS AND CONDITIONS**

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1. *Award of RSUs and Non-Qualified Stock Options.* Pursuant to the Synchrony Financial 2014 Long-Term Incentive Plan (the “Plan”), Synchrony Financial (“Synchrony”) has awarded (the “Award”) to the employee Restricted Stock Units (“RSUs”) and Non-Qualified Stock Options (“Options”), subject to the terms and conditions set forth herein (the “Terms and Conditions”) and in the Plan.

2. *Definitions and Coordination with the Plan.* Capitalized terms used but not defined herein shall have the meanings assigned to them in Exhibit A hereto or, if not so assigned in Exhibit A, the meanings assigned in the Plan. In the event of any inconsistency between the Plan and the Terms and Conditions, the terms in the Plan shall control unless the Terms and Conditions specifically provide otherwise. References herein to employment with Synchrony shall include employment with any Affiliate of Synchrony.

3. *Information on the Administrator Website.* The following information applicable to the Award is set forth on the employee’s account on the website maintained by the administrator of the Plan (the “Administrator”) in connection with the Plan:

- (a) The number of RSUs;
- (b) The number of Shares subject to the Options;
- (c) The exercise price per Share applicable to the Options; and
- (d) The effective date of the Award (the “Award Date”).

4. *Vesting.*

(a) *General.* Subject to the Terms and Conditions, and except as otherwise set forth below in this Section 4, 20% of the RSUs and Options granted hereunder will vest, and the Period of Restriction applicable to such RSUs will end, on each anniversary of the Award Date (each, a “Vesting Date”), provided that the employee has remained continuously employed by Synchrony

through such Vesting Date. No Option may be exercised after the tenth (10<sup>th</sup>) anniversary of the Award Date (the “Expiration Date”).

(b) *RSUs—Effect of Termination of Employment.* If the employee’s employment with Synchrony ends for any reason before the end of the Period of Restriction with respect to any RSUs, the employee shall immediately forfeit such unvested RSUs (and, as a result, shall forfeit all Shares and cash that may otherwise have been delivered or paid pursuant to such RSUs), subject to the following:

(A) *Involuntary Termination.*

(B) If the employee’s employment is terminated by Synchrony without Cause on or after the first (1<sup>st</sup>) anniversary of the Award Date, and the employee has less than twenty (20) Years of Continuous Service as of such termination, then (i) 50% of the remaining unvested RSUs shall immediately be forfeited and (ii) the other 50% of the remaining unvested RSUs shall vest in equal portions on each of the subsequent Vesting Dates.

(C) If the employee’s employment is terminated by Synchrony without Cause on or after the first (1<sup>st</sup>) anniversary of the Award Date, and the employee has twenty (20) or more Years of Continuous Service, any unvested RSUs will continue to vest in accordance with the vesting schedule provided in Section 4(a).

(D) *Retirement.* If the employee’s employment with Synchrony terminates (other than for Cause) on or after the first (1<sup>st</sup>) anniversary of the Award Date and after the employee is eligible for Retirement, any unvested RSUs will continue to vest in accordance with the vesting schedule provided in Section 4(a).

(E) *Disability or Death.* If the employee’s employment with Synchrony terminates due to Disability or death, the Period of Restriction for any unvested RSUs shall end immediately. The amount payable (or Shares deliverable) for RSUs shall not be adjusted for any delay caused by time needed to validate the employee’s status as Disabled or dead, or to authenticate a beneficiary.

(F) *Termination following Change in Control.* If, in the event of a Change in Control, Synchrony (or the successor to Synchrony) assumes the RSUs or replaces the RSUs with an award of substantially equivalent value, as determined by the



Committee, and during the thirty (30) month period after such Change in Control, the employee's employment is terminated by Synchrony (or the successor to Synchrony) without Cause or the employee terminates his or her employment for Good Reason, the Period of Restriction for any unvested RSUs shall end immediately upon such termination of employment and the RSUs shall be fully vested, non-forfeitable and payable.

(c) *Options—Effect of Termination of Employment.* Following the employee's termination of employment with Synchrony, the Options shall vest and shall be exercisable only as follows:

a. *Termination for Cause.* If the employee's employment is terminated for Cause, the Options shall immediately be forfeited and the employee shall have no right to exercise such Options.

b. *Voluntary Resignation.* If the employee terminates his or her employment, he or she shall have the right to exercise the Options, to the extent vested as of the date of termination of employment, during the period ending on the earlier of (A) the three (3) month anniversary following such termination of employment or (B) the Expiration Date.

c. *Involuntary Termination.*

(G) If the employee's employment is terminated by Synchrony without Cause on or after the first (1<sup>st</sup>) anniversary of the Award Date, and the employee has less than twenty (20) Years of Continuous Service, then (i) 50% of the remaining unvested Options shall immediately be forfeited, and (ii) the other 50% of the remaining unvested Options will vest, and become exercisable, in equal portions on each of the subsequent Vesting Dates. The employee shall have the right to exercise all vested Options until the earlier of (A) five (5) years from the date of termination of employment and (B) the Expiration Date.

(H) If the employee's employment is terminated by Synchrony without Cause on or after the first (1<sup>st</sup>) anniversary of the Award Date, and the employee has twenty (20) Years of Continuous Service or more, any unvested Options will continue to vest in accordance with the vesting schedule

provided in Section 4(a). The employee shall have the right to exercise all vested Options until the Expiration Date.

d. *Retirement.* If the employee's employment with Synchrony terminates (other than for Cause) on or after the first (1<sup>st</sup>) anniversary of the Award Date and after the employee is eligible for Retirement, any unvested Options will continue to vest in accordance with the vesting schedule provided in Section 4(a). The employee shall have the right to exercise all vested Options until the Expiration Date.

e. *Disability or Death.* If the employee's employment with Synchrony terminates due to Disability or death, all Options will vest immediately and the employee (or, in the case of death, the executor or administrator of the employee's estate or the person or persons to whom the employee shall have transferred such right by will or by the laws of descent and distribution) shall have the right to exercise the Options as to all unexercised Shares until the Expiration Date.

f. *Termination following Change in Control.* If, in the event of a Change in Control, Synchrony (or the successor to Synchrony) assumes the Options or replaces them with an award of substantially equivalent value, as determined by the Committee, and during the thirty (30) month period after such Change in Control, the employee's employment is terminated by Synchrony (or the successor to Synchrony) without Cause or the employee terminates his or her employment for Good Reason, any unvested Options will vest immediately upon such termination of employment and the employee shall have the right to exercise the Options as to all unexercised Shares until the earlier of (A) five (5) years from the date of the termination of employment and (B) the Expiration Date.

(d) *Change in Control.* If, in the event of a Change in Control, Synchrony (or a successor to Synchrony) fails to:

- a. Assume or replace the unvested RSUs with an award of substantially equivalent value, as determined by the Committee, the Period of Restriction for all such unvested RSUs shall end immediately prior to such Change in Control and the unvested RSUs shall be fully vested, non-forfeitable and payable, and the Shares underlying the unvested RSUs shall be treated in the same manner as other Shares in the Change in Control; or
- b. Assume or replace the Options with an award of substantially equivalent value, as determined by the Committee, the Options, to the extent not then exercised, shall be cancelled upon the

consummation of the Change in Control and the employee shall be entitled to a cash payment equal to the product of (A) the excess, if any, of the Fair Market Value of a Share on the date of such cancellation less the exercise price of each Option, and (B) the number of Shares subject to unexercised Options.

(e) *Waiver and Release.* The right of an employee or his or her estate to vest in any portion of the Award, to receive any payment with respect to an RSU, or to exercise an Option in any circumstance other than in connection with his or her continuous employment through each Vesting Date shall be subject to the employee or his or her estate timely executing within forty-five (45) days following the employee's termination of employment a waiver and release in a form provided by Synchrony (the "Release"), and not revoking such release.

5. *Settlement of RSUs.* Upon the end of a Period of Restriction, Synchrony will issue to the employee the number of Shares for which the applicable Period of Restriction has ended, less the number of Shares needed to satisfy required tax withholding. Except as otherwise provided in Section 4 or 14, such Shares shall be delivered within thirty (30) days after the applicable Period of Restriction ends. Shares may be issued in the form of a stock certificate or a notification to the employee that the Shares are held in a book-entry account on the employee's behalf. The employee shall have no rights as a shareholder of Synchrony unless and until a certificate for the Shares has been issued to the employee or the employee has been notified that the Shares are held in a book-entry account on the employee's behalf. Synchrony shall, within thirty (30) days after the applicable Period of Restriction ends, make a cash payment to the employee for any fractional Shares to which the employee is entitled, based on the Fair Market Value of a Share on the date the Period of Restriction lapses.

6. *Exercise of Options.*

(a) Subject to the Terms and Conditions set forth herein, the Options may be exercised by contacting the Administrator directly via the Administrator Website. During the life of the employee, the Options shall be exercisable only by the employee. If the Options are being exercised pursuant to Section 4(c)(v) by any person or persons other than the employee, appropriate proof of the right of such person or persons to exercise the Options, as determined by the Committee, must be provided. No Option may be exercised after the Expiration Date.

(b) The exercise price for the number of Shares with respect to which the Options are being exercised shall be paid in full at the time of exercise (i) in cash, (ii) by withholding Shares ("net share settlement") or (iii) by any other method authorized by Synchrony at the time of exercise. Except as provided in Section 4(c), the Options may not be exercised unless the employee is employed by Synchrony at all times from the Award Date through the date exercised. Shares may be issued in the form of a stock certificate or a notification to the employee that the Shares are held

in a book-entry account on the employee's behalf. The employee shall have no rights as a shareholder of Synchrony unless and until a certificate for the Shares has been issued to the employee or the employee has been notified that the Shares are held in a book-entry account on the employee's behalf.

(c) *Automatic Exercise.* To the extent that the Options are exercisable and have not yet been exercised, the Options shall be automatically exercised as of the Expiration Date if the following conditions are satisfied: (i) the employee's employment with Synchrony has not been terminated for Cause and (ii) the Fair Market Value of a Share as of the Expiration Date exceeds the exercise price thereof by at least \$1.00. If the conditions in the immediately preceding sentence are satisfied, the employee shall be deemed to have delivered notice of exercise on the Expiration Date, and the exercise price shall be paid through net share settlement, except as otherwise determined by Synchrony at the time of exercise; provided, however, that if net share settlement would violate applicable law in such circumstances, then the Options shall expire unless the employee pays the applicable exercise price.

(d) Upon the receipt of all required payments from the employee, Synchrony shall, without additional expense to the employee (other than any transfer or issue taxes if Synchrony so elects), deliver to the employee by mail or otherwise at such place as the employee may request a certificate or certificates for such Shares or notify the employee that the Shares are held in a book-entry account on the employee's behalf; provided, however, that the date of issuance or delivery may be postponed by Synchrony for such period as may be required for it with reasonable diligence to comply with any applicable listing requirements of any national securities exchange and requirements under any law or regulation applicable to the issuance or transfer of such Shares.

#### 7. *Restrictive Covenants.*

(a) *Non-Competition.* The employee will not, while the employee is employed by Synchrony, or during the eighteen (18) month period following a termination of the employee's employment with Synchrony:

a. directly or indirectly enter into an employment or contractual relationship to provide services similar to those the employee provided for Synchrony to any business or entity that is the same as, substantially similar to or competitive with Synchrony's Business. For the purposes of this Section, "Synchrony's Business" means the United States consumer credit industry;

b. promote or assist, financially or otherwise, any firm, corporation or other entity engaged in any business which competes with Synchrony's Business; or

c. directly or indirectly solicit or endeavor to solicit or gain the business of, canvas or interfere with the relationship of Synchrony or its Affiliates with any person that:

(A) is a customer of Synchrony or its Affiliates while the employee is employed by Synchrony or on the date that the employee ceases to be an employee of Synchrony;

(B) was a customer of Synchrony or its Affiliates at any time within twelve (12) months prior to the date the employee ceases to be employed by Synchrony; or

(C) has been pursued as a prospective customer by or on behalf of Synchrony or its Affiliates at any time within twelve (12) months prior to the date the employee ceases to be employed by Synchrony and in respect of whom Synchrony and its Affiliates have not determined to cease all such pursuit;

in each case with respect to Sections 7(a)(iii)(A) – (C), provided that the employee either had contact with such customer or prospective customer at any time during the twenty-four (24) month period prior to the effective termination date of the employee's employment with Synchrony or had obtained Confidential Information concerning such customer or prospective customer.

d. Nothing herein shall prohibit the employee from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation which is publicly traded, so long as the employee has no active participation in the business of such corporation. Notwithstanding the foregoing, this Section 7(a) will not apply to the employee if he or she provides services primarily in the state of California. In addition, to the extent that any provision of this Section 7(a) is not enforceable, such provision shall be deemed modified or limited so that, as modified or limited, such provision may be enforced to the fullest extent possible. If one or more of the provisions of this Terms and Conditions is invalidated for any reason by a tribunal of competent jurisdiction (after any appropriate modification or limitation pursuant to the foregoing sentence), any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

**(b) *Non-Solicitation.*** The employee will not, without the prior consent of Synchrony, directly or indirectly, at any time, for whatever reason, either individually, or in

partnership, or jointly, or in conjunction with any person as principal, agent, employee or shareholder (other than a holding of shares listed on a United States stock exchange that does not exceed 5% of the outstanding shares so listed) or in any other manner whatsoever on the employee's own behalf or on behalf of any third party:

- a. induce or endeavor to induce any other employee of Synchrony to leave his or her employment with Synchrony; or
- b. employ or attempt to employ or assist any person to employ any employee of Synchrony.

(c) *Non-Disclosure.* The employee specifically acknowledges that any Confidential Information of Synchrony or its suppliers, customers or clients, whether reduced to writing, maintained on any form of electronic media or maintained in the employee's mind or memory, and whether compiled by the employee or Synchrony, derives independent economic value from not being readily known to or ascertainable by proper means by others who can obtain economic value from its disclosure or use; that reasonable efforts have been made by Synchrony to maintain the secrecy of such information; that such information is the sole property of Synchrony or its suppliers, customers or clients; and that any retention, use or disclosure of such information by the employee during his or her employment (except in the course of performing his or her duties and obligations of employment with Synchrony) or after termination thereof, shall constitute a misappropriation of the trade secrets of Synchrony or its suppliers, customers or clients. This Section 7(c) and all other provisions of this Award shall not be applied to limit or interfere with any employee's right, without notice to or authorization of the Company, to communicate and cooperate in good faith with a Government Agency for the purpose of (i) reporting a possible violation of any U.S. federal, state, or local law or regulation, (ii) participating in any investigation or proceeding that may be conducted or managed by any Government Agency, including by providing documents or other information, or (iii) filing a charge or complaint with a Government Agency. For purposes of this Award, "Government Agency" means the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other self-regulatory organization or any other federal, state or local governmental agency or commission. Additionally, no employee will be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or (c) in court proceedings if the employee files a lawsuit for retaliation by an employer for reporting a suspected violation of law, or to the employee's attorney in such lawsuit, provided that the employee must file any document

containing the trade secret under seal, and the employee may not disclose the trade secret, except pursuant to court order. However, employees are not authorized to make any disclosures as to which the Company may assert protections from disclosure under the attorney-client privilege or the attorney work product doctrine without prior written consent of the Company's General Counsel or another authorized officer designated by the Company.

**(d) Relief.** Any breach of the provisions in this Section by the employee will result in material and irreparable harm to Synchrony and its Affiliates although it may be difficult for Synchrony or its Affiliates to establish the monetary value flowing from such harm. The employee therefore agrees that Synchrony and its Affiliates, in addition to being entitled to the monetary damages that flow from the breach, will be entitled to injunctive relief in a court of appropriate jurisdiction in the event of any breach or threatened breach by the employee of any of the provisions of this Section. In addition, Synchrony and its Affiliates will be relieved of any further obligations to make any payments to the employee or provide the employee with any benefits, except those that are required by law, in the event of a breach by the employee of any of the provisions of this Section. Any rights of the employee to receive any Shares or cash payment in respect of the RSUs or Options shall be forfeited effective as of the date the employee enters into an activity resulting in a breach of the provisions in this Section, and the employee will be required to repay Synchrony an amount (in Shares or cash) received in respect of RSUs or Options by or on behalf of the employee during the period beginning one-hundred eighty (180) days prior to the earlier of (i) the employee's termination of employment and (ii) the date the employee engages in such activity, or at any time after such date.

**(e) Confirmation.** The employee confirms that all restrictions in this Section are separate and distinct and reasonable, and the employee waives all defenses to the strict enforcement thereof. The employee also acknowledges that:

a. the reputation of Synchrony and its Affiliates in the financial services industry and its relationship with its customers and clients are a result of hard work, diligence and perseverance on behalf of Synchrony and its Affiliates; and

b. the nature of the business of Synchrony and its Affiliates is such that the ongoing relationship between Synchrony and its Affiliates and its customers and clients is material and has a significant effect on the ability of Synchrony and its Affiliates to continue to obtain business from its customers and clients with respect to both long-term and new projects.

**(f) Informing Prospective Employers.** The employee will inform any prospective employers of the existence of these Terms and Conditions and of the employee's obligations under this Section.

8. *Alteration/Termination.* The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate, the Award, prospectively or retroactively. No such amendment or alteration shall be made which would impair the rights of the employee under the Award without the employee's consent; provided, however, that no such consent shall be required with respect to any amendment or alteration if the Committee determines in its sole discretion that such amendment or alteration either (a) is required or advisable in order for Synchrony, the Plan or the Award to satisfy or conform to any law or regulation or to meet the requirements of any accounting standard or (b) is not reasonably likely to significantly diminish the benefits provided under the Award.

9. *Adjustments.* The number and type of Shares underlying any RSUs or Options awarded to the employee hereunder shall be subject to adjustment pursuant to Section 4(b) of the Plan.

10. *No Right to Employment.* Nothing in these Terms and Conditions constitutes an employment contract or gives the employee the right to continue in the employment of Synchrony, or affect any right that Synchrony may have to terminate the employment of the employee.

11. *Dispute Resolution.* The parties will settle any dispute, controversy or claim arising out of or related to the Plan, the Award or the Terms and Conditions in accordance with the terms of any then effective Synchrony alternative dispute resolution program, to the extent such dispute, controversy or claim is covered by such program.

12. *Non-Assignability.* Neither this Award nor the RSUs or Options granted hereunder may be assigned or transferred by the employee, except to the extent expressly permitted by the Plan. Tax withholding with respect to any RSU that is transferred or assigned shall be determined by Synchrony in accordance with applicable law (which may require the employee to pay taxes with respect to a transferred RSU). Any Shares issued under an RSU or Option, once issued to the employee, shall be freely transferable.

13. *Voting.* The employee shall not have voting rights with respect to the Shares underlying RSUs or Options unless and until Shares are issued to the employee.

14. *Dividend Equivalents.* The employee shall be eligible to receive an amount equal to any cash dividend declared with respect to the number of Shares represented by RSUs, but only to the extent that the RSUs have not been issued as Shares, converted to a cash payment amount or were terminated or forfeited before the record date for such dividend. Dividend equivalents shall be reinvested in additional RSUs (i.e., the cash dividends will be converted into the right to receive additional Shares, based on the Fair Market Value of a Share on the date the applicable dividend is paid to holders of Shares) and shall be subject to the same Terms and Conditions as the Award



(including Section 4). The dividend equivalents shall be reduced by the amount of any required tax withholding.

15. *Withholding Taxes.* All payments and delivery of Shares in respect of the RSUs and Options shall be subject to required tax or other withholding or garnishment obligations, if any. Synchrony shall be authorized to withhold cash or Shares (as applicable) from any payment due or transfer the amount of withholding taxes due in respect of the Award or any payment or transfer under the Award or the Plan to satisfy statutory withholding obligations for the payment of such taxes. The employee shall pay to or reimburse Synchrony for any federal, state, local or foreign taxes required to be withheld and paid over by it, at such time and upon such terms and conditions as Synchrony may prescribe before Synchrony shall be required to deliver any Shares.

16. *Personal Data.* By accepting the Award, the employee voluntarily acknowledges and consents to the collection, use, processing and transfer of personal data as described in this paragraph. The employee is not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect the employee's ability to participate in the Plan. Synchrony, its Affiliates and/or the employee's employer hold certain personal information about the employee, including the employee's name, home address and telephone number, date of birth, social security number or other employee or national identification number, salary, nationality, job title, any Shares or directorships held in Synchrony, details of all RSUs, any entitlement to cash payments (the value of which is based on the value of shares) or any entitlement to shares of stock awarded, canceled, purchased, vested, unvested or outstanding in the employee's favor, for the purpose of managing and administering the Plan ("Data"). Synchrony and/or its Affiliates will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the employee's participation in the Plan, and Synchrony and/or any of its Affiliates may each further transfer Data to any third parties assisting Synchrony in the implementation, administration and management of the Plan. These recipients may be located throughout the world. The employee authorizes them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the employee's participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan. The employee may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting Synchrony; however, withdrawing consent may affect the employee's ability to participate in the Plan.

17. *Section 409A.* Amounts payable, and Shares deliverable, pursuant to RSUs are intended to be exempt from Section 409A to the maximum extent possible pursuant to a short-term deferral described in Treasury Regulation §1.409A-1(b)(4), and Options are intended to be exempt from Section 409A pursuant to Treasury Regulation §1.409A-1(b)(5), and the Plan and the Terms and Conditions shall be interpreted and construed consistently with such intent. To the extent any

amount payable, or Shares deliverable, pursuant to this Award constitutes nonqualified deferred compensation within the meaning of, and subject to, Section 409A, then, with respect to such portion of this Award, (a) the Plan and this Terms and Conditions are intended to comply with the requirements of Section 409A, and shall be interpreted and construed consistently with such intent, (b) all references in the Plan and this Terms and Conditions to the employee's termination of employment shall mean the employee's Termination of Employment within the meaning of Section 409A and Treasury regulations promulgated thereunder, (c) any such payments or delivery of Shares which is conditioned upon the employee's execution of the Release and which is to be paid during a designated period that begins in one taxable year and ends in a second taxable year shall be paid in the second taxable year, and (d) notwithstanding anything in the Plan or this Terms and Conditions to the contrary, any amount that is payable upon the employee's Termination of Employment that would be payable prior to the six-month anniversary of such Termination of Employment shall, to the extent necessary to comply with Section 409A, be delayed until the Six-Month Pay Date. In such event, any portion of the RSUs settled in cash shall be determined based on the closing price of a Share (or a share of stock of the successor to Synchrony) as reported on the principal national stock exchange on which the Shares (or the shares of stock of the successor to Synchrony) are then traded on the last business day of the last calendar month that ends before the Six-Month Pay Date; provided, however, that if it is not feasible to calculate the closing price as of the last business day of such month, the amount of cash shall be determined based on the last price available. In the event that the Award or the Terms and Conditions would subject the employee to taxes under Section 409A ("409A Penalties"), the Award and the Terms and Conditions shall not be given effect to the extent it causes such 409A Penalties and the related provisions of the Plan and/or the Terms and Conditions will be deemed modified, or, if necessary, suspended in order to comply with the requirements of Section 409A, in each case without the consent of or notice to the employee; provided that in no event shall Synchrony or any of its Affiliates be responsible for any 409A Penalties that arise in connection with any amounts payable under the Plan or this Terms and Conditions.

## **EXHIBIT A**

### **DEFINITIONS**

#### ***“Board”***

“Board” shall mean the Board of directors of Synchrony.

#### ***“Break in Service”***

“Break in Service” shall mean a period during which an individual who was previously an employee of Synchrony is not such an employee, as determined by the Committee.

#### ***“Cause”***

“Cause” shall mean, as determined by the Committee in its sole discretion:

- (a) a material breach by the employee of his or her duties and responsibilities (other than as a result of incapacity due to physical or mental illness) without reasonable belief that such breach is in the best interests of Synchrony;
- (b) any act that would prohibit the employee from being employed by Synchrony and its Affiliates (including, for the avoidance of doubt, Synchrony Bank) pursuant to the Federal Deposit Insurance Act of 1950, as amended, or other applicable law;
- (c) the commission of or conviction in connection with a felony or any act involving fraud, embezzlement, theft, dishonesty or misrepresentation; or
- (d) any gross or willful misconduct, any violation of law or any violation of a policy of Synchrony or any of its Affiliates by the employee that results in or could result in loss to Synchrony or any of its Affiliates, or damage to the business or reputation of Synchrony or any of its Affiliates, as determined by the Committee.

#### ***“Change in Control”***

“Change in Control” means any of the following events which occurs after the Award Date, but only if such event constitutes a “change in control event” for purposes of Treasury Regulation Section 1.409A-3(i)(5):

- (a) the acquisition by any individual, entity or group (a “Person”), including any “person” within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (i) the then outstanding shares of common stock of Synchrony (the “Outstanding Common Stock”) or (ii) the

combined voting power of the then outstanding securities of Synchrony entitled to vote generally in the election of directors (the “Outstanding Voting Securities”); excluding, however, the following: (A) any acquisition directly from Synchrony (excluding any acquisition resulting from the exercise of an exercise, conversion or exchange privilege unless the security being so exercised, converted or exchanged was acquired directly from Synchrony), (B) any acquisition by Synchrony, (C) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by Synchrony or any corporation controlled by Synchrony, or (D) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (c) of this definition below; provided further, that for purposes of clause (B), if any Person (other than Synchrony or any employee benefit plan (or related trust) sponsored or maintained by Synchrony or any corporation controlled by Synchrony) shall become the beneficial owner of 30% or more of the Outstanding Common Stock or 30% or more of the Outstanding Voting Securities by reason of an acquisition by Synchrony, and such Person shall, after such acquisition by Synchrony, become the beneficial owner of any additional shares of the Outstanding Common Stock or any additional Outstanding Voting Securities and such beneficial ownership is publicly announced, such additional beneficial ownership shall constitute a Change in Control;

- (b) the cessation of individuals who, as of the Award Date, constitute the Board (the “Incumbent Board”) to constitute at least a majority of such Board; provided that any individual who becomes a director of Synchrony subsequent to the Award Date whose election, or nomination for election by Synchrony’s stockholders, was approved by the vote of at least a majority of the directors then comprising the Incumbent Board shall be deemed a member of the Incumbent Board; and provided further, that any individual who was initially elected as a director of Synchrony as a result of an actual or threatened solicitation by a Person other than the Board for the purpose of opposing a solicitation by any other Person with respect to the election or removal of directors, or any other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board shall not be deemed a member of the Incumbent Board; or
- (c) the consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of Synchrony (a “Corporate Transaction”); excluding, however, a Corporate Transaction pursuant to which (i) all or substantially all of the individuals or entities who are the beneficial owners, respectively, of the Outstanding Common Stock and the Outstanding Voting Securities immediately prior to such Corporate Transaction will beneficially own, directly or indirectly, more than 50% of, respectively, the outstanding shares of common stock, and the combined voting power of the outstanding securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Corporate Transaction (including, without limitation, a corporation which as a result of such transaction owns, directly or indirectly, Synchrony or

all or substantially all of Synchrony's assets) in substantially the same proportions relative to each other as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Common Stock and the Outstanding Voting Securities, as the case may be, (ii) no Person (other than: Synchrony; any employee benefit plan (or related trust) sponsored or maintained by Synchrony or any corporation controlled by Synchrony; the corporation resulting from such Corporate Transaction; and any Person which beneficially owned, immediately prior to such Corporate Transaction, directly or indirectly, 30% or more of the Outstanding Common Stock or the Outstanding Voting Securities, as the case may be) will beneficially own, directly or indirectly, 30% or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the outstanding securities of such corporation entitled to vote generally in the election of directors, and (iii) individuals who were members of the Incumbent Board will constitute at least a majority of the members of the board of directors of the corporation resulting from such Corporate Transaction.

***“Confidential Information”***

“Confidential Information” shall mean information and data concerning Synchrony, any Affiliates, the business of Synchrony and its Affiliates, the customers, suppliers and clients of Synchrony and its Affiliates and all technical information relating to such business, including, without limitation, information related to know-how, trade secrets, processes, reports, manuals, purchases, sales, customers, customer lists, confidential information, financial and marketing data, business plans and the strategic direction of Synchrony and its Affiliates.

It is understood that “Confidential Information” does not include any of the following:

- (a) information that is or becomes generally available to the public through no act or omission on the part of the employee. Information shall be deemed part of the public domain solely to the extent that it is generally known to the public, is found in any one public source or is readily ascertainable from a public domain source or sources or from other publicly available information; or
- (b) information that the employee receives from a third party who is free to make such disclosure without breach of any contractual or other legal obligation.

***“Disability”***

“Disability” shall mean an incapacity, disability or other condition that entitles the employee to long-term disability benefits under the long-term disability benefit plan or arrangement applicable to Synchrony's employees, as determined by the administrator of such plan or arrangement. An individual shall not be considered disabled unless the employee furnishes proof of the existence thereof. Synchrony may require the existence or non-existence of a disability to be determined by

a physician whose selection is mutually agreed upon by the employee (or his or her representatives) and Synchrony.

***“Good Reason”***

“Good Reason” shall mean, without the employee’s express written consent, the occurrence of any of the following events after a Change in Control:

- (a) a material adverse change in the nature or scope of the employee’s authority, powers, functions, duties or responsibilities;
- (b) a material reduction by Synchrony in the employee’s rate of annual base salary or bonus opportunity; or
- (c) a change in the employee’s primary employment location to a location that is more than 50 miles from the primary location of the employee’s employment.

Within thirty (30) days after the employee becomes aware of one or more actions or inactions described in this Good Reason definition, the employee must deliver written notice to Synchrony of the action(s) or inaction(s) (the “Good Reason Notice”). Synchrony shall have thirty (30) days after the Good Reason Notice is delivered to cure the particular action(s) or inaction(s). If Synchrony so effects a cure, the Good Reason Notice will be deemed rescinded and of no further force and effect.

***“Period of Restriction”***

The “Period of Restriction” means, for any RSU, the period prior to the date on which such RSU vests and the employee becomes entitled to a Share in respect thereof. A Period of Restriction shall not be deemed to have ended solely because the employee becomes eligible for Retirement.

***“Retirement”***

The employee is eligible for “Retirement” if the employee has attained age sixty (60) and has three (3) Years of Continuous Service.

***“Section 409A”***

Section 409A of the Internal Revenue Code of 1986, as amended.

***“Six-Month Pay Date”***

The “Six-Month Pay Date” is the earlier of (a) the first (1<sup>st</sup>) business day of the seventh (7<sup>th</sup>) month that starts after the employee’s termination of employment or (b) a date determined by Synchrony that is within ninety (90) days after the employee’s death.

***“Termination of Employment”***

“Termination of Employment” shall mean “separation from service” within the meaning of Section 409A.

***“Years of Continuous Service”***

“Years of Continuous Service” means the number of years during which an individual has been deemed to be an employee of Synchrony (which shall include periods during which such individual was employed by General Electric Company and its affiliates) according to its payroll or other systems of record, as determined by the Committee, which shall include, in the event of a Break in Service of less than three (3) consecutive years, such employee’s service to Synchrony prior to such Break in Service.

**NOTICE OF AWARD OF  
STOCK-SETTLED PERFORMANCE SHARE UNITS  
(WITH DIVIDEND EQUIVALENTS)**

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Pursuant to the Synchrony Financial 2014 Long-Term Incentive Plan (the “Plan”), you have been granted this Performance Share Unit (“PSU”) award (this “Award”) with respect to shares of common stock (“Shares”) of Synchrony Financial (“Synchrony”), subject to the terms and conditions set forth in (A) the Plan, (B) this Notice (including Appendix I hereto), (C) the attached “Performance Share Unit Terms and Conditions” (the “Terms and Conditions”), and (D) the information available on the website (the “Administrator Website”) maintained by the administrator of the Plan for these purposes.

The Administrator Website identifies, among other things, (i) the target number of Shares subject to this Award, (ii) the grant date of this Award, and (iii) the performance period of the Award. As described in more detail in the Terms and Conditions, the PSUs will be settled in Shares and will include dividend equivalents.

The Terms and Conditions describe additional vesting conditions applicable to your Award and other important information relating to your Award.

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You must log into your account on the Administrator Website prior to the end of the applicable performance period to view additional information about your Award and to accept your Award. If you do not accept your Award prior to the end of the performance period (or prior to the date your employment terminates for any reason, if earlier), your Award will be forfeited. Although Synchrony has completed the steps necessary to grant you this Award, you cannot receive any Shares or payments under the Award unless you accept the Award before the deadline.

By your acceptance of this Award, you acknowledge and agree that this Award is governed by the Terms and Conditions attached hereto and the Plan, which is available on the Administrator Website. You acknowledge that you have read and understand these documents as they apply to your Award.

**Please be sure to log into your account and accept your Award to avoid the risk that your Award will be forfeited for non-acceptance.**

SYNCHRONY FINANCIAL

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**APPENDIX I**

***[START DATE]-[END DATE] Award***

1. **Performance Share Units.** Pursuant to the Award and subject to the Notice, the Terms and Conditions and the Plan, you have been granted Performance Share Units (“PSUs”), which represent a contingent right to receive Shares. The Award shall vest based on the achievement of the performance-based vesting conditions set forth in Section 2 of this Appendix I (the “Performance Criteria”) during the performance period ending on the applicable date set forth on the Administrator Website (the “Performance Period”), except as otherwise provided in the Terms and Conditions. The Administrator Website will also set forth your target opportunity in Shares (the “Target Award”); however, depending on performance and continued employment, the actual number of Shares you receive under the Award may be smaller or larger than the Target Award. Attainment of the Performance Criteria shall be determined and certified by the Committee in writing prior to the settlement of the Award.

2. **Performance Criteria.** Fifty percent (50%) of the Award shall be based on Cumulative Annual Diluted EPS (as defined below) and fifty percent (50%) of the Award shall be based on Average Return on Equity (as defined below) in accordance with this Section 2.

a. **Cumulative Annual Diluted EPS.** The target number of Shares subject to the Award with respect to the Cumulative Annual Diluted EPS Performance Criteria shall be fifty percent (50%) of the Target Award (the “Diluted EPS Target”). The percentage of the Diluted EPS Target that shall pay out based on Cumulative Annual Diluted EPS during the Performance Period will be determined in accordance with the following schedule:

	<b>Cumulative Annual Diluted EPS</b>	<b>Vested Percentage of the Diluted EPS Target</b>
Below Threshold	Below \$X.XX	0%
Threshold	\$ X.XX	50%
Target	\$ X.XX	100%
Maximum	\$ X.XX and above	150%

b. **Average Return on Equity.** The target number of Shares subject to the Award with respect to the Average Return on Equity Performance Criteria shall be fifty percent (50%) of the Target Award (the “ROE Target”). The percentage of the ROE Target that shall pay out based on Average Return on Equity during the Performance Period will be determined in accordance with the following schedule:

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	<b>Average Return on Equity</b>	<b>Vested Percentage of ROE Target</b>
Below Threshold	Below X.X%	0%
Threshold	X.X %	50%
Target	X.X %	100%
Maximum	X.X % and above	150%

The total number of Shares that you are eligible to receive pursuant to this Award shall be the sum of the Shares that vest based on the achievement of each of the Cumulative Annual Diluted EPS and the Average Return on Equity Performance Criteria.

3. **Performance Between Specified Levels.** The vesting percentage of the Target Award shall be determined using straight-line interpolation between performance levels, as determined by the Committee. You will not be entitled to receive any Shares under the Award for performance below the threshold performance levels. In no event shall you receive a number of Shares that is greater than 150% of your Target Award based on the achievement of the Performance Criteria (except as otherwise provided in the Terms and Conditions with respect to dividend equivalents).

4. **Adjustments.** The achievement of the Performance Criteria shall be adjusted to omit the effect of (a) any restructurings, discontinued operations and extraordinary items, each as determined in accordance with GAAP, and (b) any events and transactions that are extraordinary or unusual in nature or infrequent in occurrence that are outside of the control of Synchrony, as determined by the Board.

5. **Definitions.**

- a. "Average Return on Equity" means the sum of the Return on Equity with respect to each year in the Performance Period, divided by three.
- b. "Cumulative Annual Diluted EPS" means the sum of Synchrony's Diluted EPS with respect to each year in the Performance Period.
- c. "Diluted EPS" means Synchrony's net earnings per diluted share as determined by the Board and reported by Synchrony during the Performance Period.

"Return on Equity" means Synchrony's net income divided by Synchrony shareholder equity, as determined by the Board with respect to the Performance Period.

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**SYNCHRONY FINANCIAL  
2014 LONG-TERM INCENTIVE PLAN**

**PERFORMANCE SHARE UNIT**

**TERMS AND CONDITIONS**

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1. *Award of PSUs.* Pursuant to the Synchrony Financial 2014 Long-Term Incentive Plan (the “Plan”), Synchrony Financial (“Synchrony”) has granted a Performance Share Unit (“PSU”) award (the “Award”) to the employee with respect to shares of common stock (“Shares”) of Synchrony, subject to the terms and conditions set forth herein (the “Terms and Conditions”), in the Plan and in the Notice (including Appendix I thereto).

2. *Definitions and Coordination with the Plan.* Capitalized terms used but not defined herein shall have the meanings assigned to them in Exhibit A hereto or, if not so assigned in Exhibit A, the meanings assigned in the Plan. In the event of any inconsistency between the Plan and the Terms and Conditions, the terms in the Plan shall control unless the Terms and Conditions specifically provide otherwise. References herein to employment with Synchrony shall include employment with any Affiliate of Synchrony.

3. *Information on the Administrator Website.* The following information applicable to the Award is set forth on the employee’s account on the website maintained by the administrator of the Plan (the “Administrator”) in connection with the Plan:

(a) The target number of Shares subject to the Award;

(b) The date on which the Award is granted to the employee (the “Grant Date”); and

(c) The last date of the period during which the applicable “Performance Criteria” (as defined below) will be measured (the “Performance Period”).

As noted below, the Award is subject to vesting based on the achievement of performance-based vesting conditions (“Performance Criteria”). The Performance Criteria are set forth on Appendix I of the Notice.

4. *Vesting.*

(a) *General.* Subject to the Terms and Conditions, and except as otherwise set forth below in this Section 4, the Award will vest based on the achievement of the Performance

Criteria during the Performance Period, provided that the employee has remained continuously employed by Synchrony through the end of the Performance Period.

(b) *Effect of Termination of Employment.* If the employee's employment with Synchrony ends for any reason before the end of the Performance Period, the employee shall immediately forfeit the Award (and, as a result, shall forfeit all Shares and cash that may otherwise have been delivered or paid pursuant to the Award), subject to the following:

(A) *Involuntary Termination.*

(B) If the employee's employment is terminated by Synchrony without Cause on or after the first (1<sup>st</sup>) anniversary of the Grant Date, and the employee has less than twenty (20) Years of Continuous Service as of such termination, then the employee will be eligible to vest in a prorated Award, which proration will be determined by multiplying (I) a fraction, the numerator of which is the number of full or partial months the employee was employed during the Performance Period and the denominator of which is the number of full months in the Performance Period, by (II) the number of Shares the employee would have been entitled to receive based on actual performance during the entire Performance Period.

(C) If the employee's employment is terminated by Synchrony without Cause on or after the first (1<sup>st</sup>) anniversary of the Grant Date, and the employee has twenty (20) or more Years of Continuous Service, the employee will continue to be eligible to vest in the Award based on actual performance during the entire Performance Period.

(D) *Retirement.* If the employee's employment with Synchrony terminates (other than for Cause) on or after the first (1<sup>st</sup>) anniversary of the Grant Date and after the employee is eligible for Retirement, the employee will continue to be eligible to vest in the Award based on actual performance during the entire Performance Period.

(E) *Disability or Death.* If the employee's employment with Synchrony terminates due to Disability or death, the Performance Period shall end as of the date of such termination of employment and the Performance Criteria shall be deemed satisfied at the target level. The amount payable (or Shares deliverable) pursuant to

the Award shall not be adjusted for any delay caused by time needed to validate the employee's status as Disabled or dead, or to authenticate a beneficiary.

(F) *Termination following Change in Control.* If, in the event of a Change in Control, Synchrony (or the successor to Synchrony) assumes the Award or replaces the Award with an award of substantially equivalent value, as determined by the Committee, and during the thirty (30) month period after such Change in Control, the employee's employment is terminated by Synchrony (or the successor to Synchrony) without Cause or the employee terminates his or her employment for Good Reason, the Performance Period shall end immediately upon such termination of employment and the Performance Criteria shall be deemed satisfied at the target level of performance.

(c) *Change in Control.* If, in the event of a Change in Control, Synchrony (or a successor to Synchrony) fails to assume or replace the Award with an award of substantially equivalent value, as determined by the Committee, the Performance Period shall end immediately prior to such Change in Control and the Performance Criteria shall be deemed satisfied at the target level of performance. The Shares underlying the PSUs that vest pursuant to this Section shall be treated in the same manner as other Shares in the Change in Control.

(d) *Waiver and Release.* The right of an employee or his or her estate to vest in any portion of the Award or to receive any payment pursuant thereto in any circumstance other than in connection with his or her continuous employment through the end of the Performance Period shall be subject to the employee or his or her estate timely executing within forty-five (45) days following the employee's termination of employment a waiver and release in a form provided by Synchrony (the "Release"), and not revoking such release.

5. *Settlement of PSUs.* Synchrony will issue to the employee a number of Shares based on the satisfaction of the Performance Criteria (or as otherwise set forth in Section 4), less the number of Shares needed to satisfy required tax withholding. Except as otherwise provided in Section 4 or 14, such Shares shall be delivered less than seventy-five (75) days after the end of the Performance Period (including any early end of a Performance Period contemplated by Section 4). Shares may be issued in the form of a stock certificate or a notification to the employee that the Shares are held in a book-entry account on the employee's behalf. The employee shall have no rights as a shareholder of Synchrony unless and until a certificate for the Shares has been issued to the employee or the employee has been notified that the Shares are held in a book-entry account on the employee's behalf. Synchrony shall, within seventy-five (75) days after the end of the Performance Period, make a cash payment to the employee for any fractional Shares to which the

employee is entitled, based on the Fair Market Value of a Share on the day that Shares for settlement are delivered pursuant to this Section.

6. *Restrictive Covenants.*

(a) *Non-Competition.* The employee will not, while the employee is employed by Synchrony, or during the eighteen (18) month period following a termination of the employee's employment with Synchrony:

a. directly or indirectly enter into an employment or contractual relationship to provide services similar to those the employee provided for Synchrony to any business or entity that is the same as, substantially similar to or competitive with Synchrony's Business. For the purposes of this Section, "Synchrony's Business" means the United States consumer credit industry;

b. promote or assist, financially or otherwise, any firm, corporation or other entity engaged in any business which competes with Synchrony's Business; or

c. directly or indirectly solicit or endeavor to solicit or gain the business of, canvas or interfere with the relationship of Synchrony or its Affiliates with any person that:

(A) is a customer of Synchrony or its Affiliates while the employee is employed by Synchrony or on the date that the employee ceases to be an employee of Synchrony;

(B) was a customer of Synchrony or its Affiliates at any time within twelve (12) months prior to the date the employee ceases to be employed by Synchrony; or

(C) has been pursued as a prospective customer by or on behalf of Synchrony or its Affiliates at any time within twelve (12) months prior to the date the employee ceases to be employed by Synchrony and in respect of whom Synchrony and its Affiliates have not determined to cease all such pursuit;

in each case with respect to Sections 6(a)(iii)(A) – (C), provided that the employee either had contact with such customer or prospective customer at any time during the twenty-four (24) month period prior to the effective termination date of the employee's employment with Synchrony or had

obtained Confidential Information concerning such customer or prospective customer.

d. Nothing herein shall prohibit the employee from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation which is publicly traded, so long as the employee has no active participation in the business of such corporation. Notwithstanding the foregoing, this Section 6(a) will not apply to the employee if he or she provides services primarily in the state of California. In addition, to the extent that any provision of this Section 6(a) is not enforceable, such provision shall be deemed modified or limited so that, as modified or limited, such provision may be enforced to the fullest extent possible. If one or more of the provisions of this Terms and Conditions is invalidated for any reason by a tribunal of competent jurisdiction (after any appropriate modification or limitation pursuant to the foregoing sentence), any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

**(b)** *Non-Solicitation.* The employee will not, without the prior consent of Synchrony, directly or indirectly, at any time, for whatever reason, either individually, or in partnership, or jointly, or in conjunction with any person as principal, agent, employee or shareholder (other than a holding of shares listed on a United States stock exchange that does not exceed 5% of the outstanding shares so listed) or in any other manner whatsoever on the employee's own behalf or on behalf of any third party:

b. induce or endeavor to induce any other employee of Synchrony to leave his or her employment with Synchrony; or

c. employ or attempt to employ or assist any person to employ any employee of Synchrony.

**(c)** *Non-Disclosure.* The employee specifically acknowledges that any Confidential Information of Synchrony or its suppliers, customers or clients, whether reduced to writing, maintained on any form of electronic media or maintained in the employee's mind or memory, and whether compiled by the employee or Synchrony, derives independent economic value from not being readily known to or ascertainable by proper means by others who can obtain economic value from its disclosure or use; that reasonable efforts have been made by Synchrony to maintain the secrecy of such information; that such information is the sole property of Synchrony or its suppliers, customers or clients; and that any retention, use or disclosure of such information by the employee during his or her employment (except in the course of performing his or her duties and obligations of employment with Synchrony) or after termination thereof, shall constitute a misappropriation of the trade secrets of Synchrony or its suppliers,

customers or clients. This Section 6(c) and all other provisions of this Award shall not be applied to limit or interfere with any employee's right, without notice to or authorization of the Company, to communicate and cooperate in good faith with a Government Agency for the purpose of (i) reporting a possible violation of any U.S. federal, state, or local law or regulation, (ii) participating in any investigation or proceeding that may be conducted or managed by any Government Agency, including by providing documents or other information, or (iii) filing a charge or complaint with a Government Agency. For purposes of this Award, "Government Agency" means the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other self-regulatory organization or any other federal, state or local governmental agency or commission. Additionally, no employee will be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or (c) in court proceedings if the employee files a lawsuit for retaliation by an employer for reporting a suspected violation of law, or to the employee's attorney in such lawsuit, provided that the employee must file any document containing the trade secret under seal, and the employee may not disclose the trade secret, except pursuant to court order. However, employees are not authorized to make any disclosures as to which the Company may assert protections from disclosure under the attorney-client privilege or the attorney work product doctrine without prior written consent of the Company's General Counsel or another authorized officer designated by the Company.

**(d)** *Relief.* Any breach of the provisions in this Section by the employee will result in material and irreparable harm to Synchrony and its Affiliates although it may be difficult for Synchrony or its Affiliates to establish the monetary value flowing from such harm. The employee therefore agrees that Synchrony and its Affiliates, in addition to being entitled to the monetary damages that flow from the breach, will be entitled to injunctive relief in a court of appropriate jurisdiction in the event of any breach or threatened breach by the employee of any of the provisions of this Section. In addition, Synchrony and its Affiliates will be relieved of any further obligations to make any payments to the employee or provide the employee with any benefits, except those that are required by law, in the event of a breach by the employee of any of the provisions of this Section. Any rights of the employee to receive any Shares or cash payment in respect of the PSUs shall be forfeited effective as of the date the employee enters into an activity resulting in a breach of the provisions in this Section, and the employee will be required to repay Synchrony an amount (in Shares or cash) received in respect of PSUs by or on behalf of the employee during the period beginning one-hundred eighty (180) days prior to the earlier of



(i) the employee's termination of employment and (ii) the date the employee engages in such activity, or at any time after such date.

(e) *Confirmation.* The employee confirms that all restrictions in this Section are separate and distinct and reasonable, and the employee waives all defenses to the strict enforcement thereof. The employee also acknowledges that:

a. the reputation of Synchrony and its Affiliates in the financial services industry and its relationship with its customers and clients are a result of hard work, diligence and perseverance on behalf of Synchrony and its Affiliates; and

b. the nature of the business of Synchrony and its Affiliates is such that the ongoing relationship between Synchrony and its Affiliates and its customers and clients is material and has a significant effect on the ability of Synchrony and its Affiliates to continue to obtain business from its customers and clients with respect to both long-term and new projects.

(f) *Informing Prospective Employers.* The employee will inform any prospective employers of the existence of these Terms and Conditions and of the employee's obligations under this Section.

7. *Alteration/Termination.* The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate, the Award, prospectively or retroactively. No such amendment or alteration shall be made which would impair the rights of the employee under the Award without the employee's consent; provided, however, that no such consent shall be required with respect to any amendment or alteration if the Committee determines in its sole discretion that such amendment or alteration either (a) is required or advisable in order for Synchrony, the Plan or the Award to satisfy or conform to any law or regulation or to meet the requirements of any accounting standard or (b) is not reasonably likely to significantly diminish the benefits provided under the Award.

8. *Adjustments.* The number and type of Shares underlying any PSUs awarded to the employee hereunder shall be subject to adjustment pursuant to Section 4(b) of the Plan.

9. *No Right to Employment.* Nothing in these Terms and Conditions constitutes an employment contract or gives the employee the right to continue in the employment of Synchrony, or affect any right that Synchrony may have to terminate the employment of the employee.

10. *Dispute Resolution.* The parties will settle any dispute, controversy or claim arising out of or related to the Plan, the Award or the Terms and Conditions in accordance with the terms of any then effective Synchrony alternative dispute resolution program, to the extent such dispute, controversy or claim is covered by such program.

11. *Non-Assignability.* Neither this Award nor the PSUs granted hereunder may be assigned or transferred by the employee, except to the extent expressly permitted by the Plan. Tax withholding with respect to any PSU that is transferred or assigned shall be determined by Synchrony in accordance with applicable law (which may require the employee to pay taxes with respect to a transferred PSU). Any Shares issued under a PSU, once issued to the employee, shall be freely transferable.

12. *Voting.* The employee shall not have voting rights with respect to the Shares underlying PSUs unless and until Shares are issued to the employee.

13. *Dividend Equivalents.* The employee shall be eligible to receive additional Shares under the Award in connection with any cash dividend declared during the Performance Period. For each such cash dividend declared, the target number of Shares then subject to this Award (after taking into account any prior dividend equivalents) shall be increased by an amount equal to the quotient of (a) the product of (i) the per Share amount of the cash dividend, multiplied by (ii) the target number of Shares subject to the Award, divided by (b) the Fair Market Value of a Share on the date the applicable dividend is paid to holders of Shares.

14. *Withholding Taxes.* All payments and delivery of Shares in respect of the PSUs shall be subject to required tax or other withholding or garnishment obligations, if any. Synchrony shall be authorized to withhold cash or Shares (as applicable) from any payment due or transfer the amount of withholding taxes due in respect of the Award or any payment or transfer under the Award or the Plan to satisfy statutory withholding obligations for the payment of such taxes. The employee shall pay to or reimburse Synchrony for any federal, state, local or foreign taxes required to be withheld and paid over by it, at such time and upon such terms and conditions as Synchrony may prescribe before Synchrony shall be required to deliver any Shares.

15. *Personal Data.* By accepting the Award, the employee voluntarily acknowledges and consents to the collection, use, processing and transfer of personal data as described in this paragraph. The employee is not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect the employee's ability to participate in the Plan. Synchrony, its Affiliates and/or the employee's employer hold certain personal information about the employee, including the employee's name, home address and telephone number, date of birth, social security number or other employee or national identification number, salary, nationality, job title, any Shares or directorships held in Synchrony, details of all PSUs, any entitlement to cash payments (the value of which is based on the value of shares) or any entitlement to shares of stock awarded, canceled, purchased, vested, unvested or outstanding in the employee's favor, for the purpose of managing and administering the Plan ("Data"). Synchrony and/or its Affiliates will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the employee's participation in the Plan, and

Synchrony and/or any of its Affiliates may each further transfer Data to any third parties assisting Synchrony in the implementation, administration and management of the Plan. These recipients may be located throughout the world. The employee authorizes them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the employee's participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan. The employee may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting Synchrony; however, withdrawing consent may affect the employee's ability to participate in the Plan.

16. *Section 409A.* Amounts payable, and Shares deliverable, pursuant to PSUs are intended to be exempt from Section 409A to the maximum extent possible pursuant to a short-term deferral described in Treasury Regulation §1.409A-1(b)(4), and the Plan and the Terms and Conditions shall be interpreted and construed consistently with such intent. To the extent any amount payable, or Shares deliverable, pursuant to this Award constitutes nonqualified deferred compensation within the meaning of, and subject to, Section 409A, then, with respect to such portion of this Award, (a) the Plan and this Terms and Conditions are intended to comply with the requirements of Section 409A, and shall be interpreted and construed consistently with such intent, (b) all references in the Plan and this Terms and Conditions to the employee's termination of employment shall mean the employee's Termination of Employment within the meaning of Section 409A and Treasury regulations promulgated thereunder, (c) any such payments or delivery of Shares which is conditioned upon the employee's execution of the Release and which is to be paid during a designated period that begins in one taxable year and ends in a second taxable year shall be paid in the second taxable year, and (d) notwithstanding anything in the Plan or this Terms and Conditions to the contrary, any amount that is payable upon the employee's Termination of Employment that would be payable prior to the six-month anniversary of such Termination of Employment shall, to the extent necessary to comply with Section 409A, be delayed until the Six-Month Pay Date. In such event, any portion of the PSUs settled in cash shall be determined based on the closing price of a Share (or a share of stock of the successor to Synchrony) as reported on the principal national stock exchange on which the Shares (or the shares of stock of the successor to Synchrony) are then traded on the last business day of the last calendar month that ends before the Six-Month Pay Date; provided, however, that if it is not feasible to calculate the closing price as of the last business day of such month, the amount of cash shall be determined based on the last price available. In the event that the Award or the Terms and Conditions would subject the employee to taxes under Section 409A ("409A Penalties"), the Award and the Terms and Conditions shall not be given effect to the extent it causes such 409A Penalties and the related provisions of the Plan and/or the Terms and Conditions will be deemed modified, or, if necessary, suspended in order to comply with the requirements of Section 409A, in each case without the consent of or notice to the employee; provided that in no event shall Synchrony or any of its Affiliates be responsible for any 409A

Penalties that arise in connection with any amounts payable under the Plan or this Terms and Conditions.

## **EXHIBIT A**

### **DEFINITIONS**

#### ***“Board”***

“Board” shall mean the Board of directors of Synchrony.

#### ***“Break in Service”***

“Break in Service” shall mean a period during which an individual who was previously an employee of Synchrony is not such an employee, as determined by the Committee.

#### ***“Cause”***

“Cause” shall mean, as determined by the Committee in its sole discretion:

- (a) a material breach by the employee of his or her duties and responsibilities (other than as a result of incapacity due to physical or mental illness) without reasonable belief that such breach is in the best interests of Synchrony;
- (b) any act that would prohibit the employee from being employed by Synchrony and its Affiliates (including, for the avoidance of doubt, Synchrony Bank) pursuant to the Federal Deposit Insurance Act of 1950, as amended, or other applicable law;
- (c) the commission of or conviction in connection with a felony or any act involving fraud, embezzlement, theft, dishonesty or misrepresentation; or
- (d) any gross or willful misconduct, any violation of law or any violation of a policy of Synchrony or any of its Affiliates by the employee that results in or could result in loss to Synchrony or any of its Affiliates, or damage to the business or reputation of Synchrony or any of its Affiliates, as determined by the Committee.

#### ***“Change in Control”***

“Change in Control” means any of the following events which occurs after the Grant Date, but only if such event constitutes a “change in control event” for purposes of Treasury Regulation Section 1.409A-3(i)(5):

- (a) the acquisition by any individual, entity or group (a “Person”), including any “person” within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (i) the then outstanding shares of common stock of Synchrony (the “Outstanding Common Stock”) or (ii) the

combined voting power of the then outstanding securities of Synchrony entitled to vote generally in the election of directors (the “Outstanding Voting Securities”); excluding, however, the following: (A) any acquisition directly from Synchrony (excluding any acquisition resulting from the exercise of an exercise, conversion or exchange privilege unless the security being so exercised, converted or exchanged was acquired directly from Synchrony), (B) any acquisition by Synchrony, (C) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by Synchrony or any corporation controlled by Synchrony, or (D) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (c) of this definition below; provided further, that for purposes of clause (B), if any Person (other than Synchrony or any employee benefit plan (or related trust) sponsored or maintained by Synchrony or any corporation controlled by Synchrony) shall become the beneficial owner of 30% or more of the Outstanding Common Stock or 30% or more of the Outstanding Voting Securities by reason of an acquisition by Synchrony, and such Person shall, after such acquisition by Synchrony, become the beneficial owner of any additional shares of the Outstanding Common Stock or any additional Outstanding Voting Securities and such beneficial ownership is publicly announced, such additional beneficial ownership shall constitute a Change in Control;

- (b) the cessation of individuals who, as of the Grant Date, constitute the Board (the “Incumbent Board”) to constitute at least a majority of such Board; provided that any individual who becomes a director of Synchrony subsequent to the Grant Date whose election, or nomination for election by Synchrony’s stockholders, was approved by the vote of at least a majority of the directors then comprising the Incumbent Board shall be deemed a member of the Incumbent Board; and provided further, that any individual who was initially elected as a director of Synchrony as a result of an actual or threatened solicitation by a Person other than the Board for the purpose of opposing a solicitation by any other Person with respect to the election or removal of directors, or any other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board shall not be deemed a member of the Incumbent Board; or
- (c) the consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of Synchrony (a “Corporate Transaction”); excluding, however, a Corporate Transaction pursuant to which (i) all or substantially all of the individuals or entities who are the beneficial owners, respectively, of the Outstanding Common Stock and the Outstanding Voting Securities immediately prior to such Corporate Transaction will beneficially own, directly or indirectly, more than 50% of, respectively, the outstanding shares of common stock, and the combined voting power of the outstanding securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Corporate Transaction (including, without limitation, a corporation which as a result of such transaction owns, directly or indirectly, Synchrony or

all or substantially all of Synchrony's assets) in substantially the same proportions relative to each other as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Common Stock and the Outstanding Voting Securities, as the case may be, (ii) no Person (other than: Synchrony; any employee benefit plan (or related trust) sponsored or maintained by Synchrony or any corporation controlled by Synchrony; the corporation resulting from such Corporate Transaction; and any Person which beneficially owned, immediately prior to such Corporate Transaction, directly or indirectly, 30% or more of the Outstanding Common Stock or the Outstanding Voting Securities, as the case may be) will beneficially own, directly or indirectly, 30% or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the outstanding securities of such corporation entitled to vote generally in the election of directors, and (iii) individuals who were members of the Incumbent Board will constitute at least a majority of the members of the board of directors of the corporation resulting from such Corporate Transaction.

***“Confidential Information”***

“Confidential Information” shall mean information and data concerning Synchrony, any Affiliates, the business of Synchrony and its Affiliates, the customers, suppliers and clients of Synchrony and its Affiliates and all technical information relating to such business, including, without limitation, information related to know-how, trade secrets, processes, reports, manuals, purchases, sales, customers, customer lists, confidential information, financial and marketing data, business plans and the strategic direction of Synchrony and its Affiliates.

It is understood that “Confidential Information” does not include any of the following:

- (a) information that is or becomes generally available to the public through no act or omission on the part of the employee. Information shall be deemed part of the public domain solely to the extent that it is generally known to the public, is found in any one public source or is readily ascertainable from a public domain source or sources or from other publicly available information; or
- (b) information that the employee receives from a third party who is free to make such disclosure without breach of any contractual or other legal obligation.

***“Disability”***

“Disability” shall mean an incapacity, disability or other condition that entitles the employee to long-term disability benefits under the long-term disability benefit plan or arrangement applicable to Synchrony's employees, as determined by the administrator of such plan or arrangement. An individual shall not be considered disabled unless the employee furnishes proof of the existence thereof. Synchrony may require the existence or non-existence of a disability to be determined by

a physician whose selection is mutually agreed upon by the employee (or his or her representatives) and Synchrony.

***“Good Reason”***

“Good Reason” shall mean, without the employee’s express written consent, the occurrence of any of the following events after a Change in Control:

- (a) a material adverse change in the nature or scope of the employee’s authority, powers, functions, duties or responsibilities;
- (b) a material reduction by Synchrony in the employee’s rate of annual base salary or bonus opportunity; or
- (c) a change in the employee’s primary employment location to a location that is more than 50 miles from the primary location of the employee’s employment.

Within thirty (30) days after the employee becomes aware of one or more actions or inactions described in this Good Reason definition, the employee must deliver written notice to Synchrony of the action(s) or inaction(s) (the “Good Reason Notice”). Synchrony shall have thirty (30) days after the Good Reason Notice is delivered to cure the particular action(s) or inaction(s). If Synchrony so effects a cure, the Good Reason Notice will be deemed rescinded and of no further force and effect.

***“Notice”***

The “Notice” means the Notice of Award of Stock-Settled Performance Share Units.

***“Retirement”***

The employee is eligible for “Retirement” if the employee has attained age sixty (60) and has three (3) Years of Continuous Service.

***“Section 409A”***

Section 409A of the Internal Revenue Code of 1986, as amended.

***“Six-Month Pay Date”***

The “Six-Month Pay Date” is the earlier of (a) the first (1<sup>st</sup>) business day of the seventh (7<sup>th</sup>) month that starts after the employee’s termination of employment or (b) a date determined by Synchrony that is within ninety (90) days after the employee’s death.

***“Termination of Employment”***



“Termination of Employment” shall mean “separation from service” within the meaning of Section 409A.

***“Years of Continuous Service”***

“Years of Continuous Service” means the number of years during which an individual has been deemed to be an employee of Synchrony (which shall include periods during which such individual was employed by General Electric Company and its affiliates) according to its payroll or other systems of record, as determined by the Committee, which shall include, in the event of a Break in Service of less than three (3) consecutive years, such employee’s service to Synchrony prior to such Break in Service.

**NOTICE OF AWARD OF  
STOCK-SETTLED RESTRICTED STOCK UNITS  
(WITH DIVIDEND EQUIVALENTS)**

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Pursuant to the Synchrony Financial 2014 Long-Term Incentive Plan (the “Plan”), you have been awarded (this “Award”) restricted stock units (“RSUs”), each of which entitles you to receive one share of common stock (each, a “Share”) of Synchrony Financial (“Synchrony”), subject to the terms and conditions set forth in (A) the Plan, (B) this Notice, (C) the attached “Restricted Stock Unit Terms and Conditions” (the “Terms and Conditions”), and (D) the information available on the website (the “Administrator Website”) maintained by the administrator of the Plan for these purposes.

The Administrator Website identifies, among other things, (i) the number of RSUs granted pursuant to this Award and (ii) the effective date of this Award. As described in more detail in the Terms and Conditions, the RSUs will be settled in Shares, and the RSUs include dividend equivalents.

The Terms and Conditions describe the vesting conditions applicable to the RSUs and other important information relating to your Award.

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You must log into your account on the Administrator Website prior to the date your Award first vests to view additional information about your Award and to accept your Award. If you do not accept your Award prior to the date your Award first vests (or prior to the date you cease to serve as a member of the Board of Directors of Synchrony for any reason, if earlier), your Award will be forfeited. Although Synchrony has completed the steps necessary to grant you this Award, you cannot receive any Shares or payments under the Award unless you accept the Award before the deadline.

By your acceptance of this Award, you acknowledge and agree that this Award is governed by the Terms and Conditions attached hereto and the Plan, which is available on the Administrator Website. You acknowledge that you have read and understand these documents as they apply to your Award.

**Please be sure to log into your account and accept your Award to avoid the risk that your Award will be forfeited for non-acceptance.**

SYNCHRONY FINANCIAL

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**SYNCHRONY FINANCIAL  
2014 LONG-TERM INCENTIVE PLAN**

**RESTRICTED STOCK UNIT**

**TERMS AND CONDITIONS**

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1. *Award of RSUs.* Pursuant to the Synchrony Financial 2014 Long-Term Incentive Plan (the “Plan”), Synchrony Financial (“Synchrony”) has awarded (the “Award”) to the director Restricted Stock Units (“RSUs”), subject to the terms and conditions set forth herein (the “Terms and Conditions”) and in the Plan.

2. *Definitions and Coordination with the Plan.* Capitalized terms used but not defined herein shall have the meanings assigned to them in Exhibit A hereto or, if not so assigned in Exhibit A, the meanings assigned in the Plan. In the event of any inconsistency between the Plan and the Terms and Conditions, the terms in the Plan shall control unless the Terms and Conditions specifically provide otherwise.

3. *Information on the Administrator Website.* The following information applicable to the Award is set forth on the director’s account on the website maintained by the administrator of the Plan (the “Administrator”) in connection with the Plan:

- (a) The number of RSUs; and
- (b) The effective date of the Award (the “Award Date”).

4. *Vesting.*

(a) *General.* Subject to the Terms and Conditions, and except as otherwise set forth below in this Section 4, the RSUs will vest, and the Period of Restriction applicable to the RSUs will end, upon the first (1<sup>st</sup>) anniversary of the Award Date (the “Vesting Date”); provided that the director has continuously served as a member of the Board through such first (1<sup>st</sup>) anniversary.

(b) *Effect of Termination of Services.* If the director ceases to serve as a member of the Board for any reason before the end of the Period of Restriction, the director shall immediately forfeit all RSUs (and, as a result, shall forfeit all Shares and cash that may otherwise have been delivered or paid pursuant to such RSUs), subject to the following:

- a. *Disability or Death; Request by Synchrony.* If the director ceases to serve as a member of the Board due to Disability or death, or at the request of Synchrony, other than in connection with a Removal for Cause, the Period of

Restriction for the RSUs shall end immediately and the RSUs shall be fully vested, non-forfeitable and payable. The amount payable (or Shares deliverable) for RSUs shall not be adjusted for any delay caused by time needed to validate the director's status as Disabled or dead, or to authenticate a beneficiary.

b. *Termination following Change in Control.* If, in the event of a Change in Control, Synchrony (or the successor to Synchrony) assumes the RSUs or replaces the RSUs with an award of substantially equivalent value, as determined by the Committee, and during the thirty (30) month period after such Change in Control, the director ceases to serve as a member of the Board at the request of Synchrony (or the successor to Synchrony), other than in connection with a Removal for Cause, the Period of Restriction for the RSUs shall end immediately upon such termination of services and the RSUs shall be fully vested, non-forfeitable and payable.

(c) *Change in Control.* If, in the event of a Change in Control, Synchrony (or a successor to Synchrony) fails to assume or replace the RSUs with an award of substantially equivalent value, as determined by the Committee, the Period of Restriction shall end immediately prior to such Change in Control and the RSUs shall be fully vested, non-forfeitable and payable, and the Shares underlying the RSUs shall be treated in the same manner as other Shares in the Change in Control.

5. *Settlement of RSUs.* Upon the end of the Period of Restriction, Synchrony will issue to the director the number of Shares for which the Period of Restriction has ended. Except as otherwise provided in Section 4, such Shares shall be delivered within thirty (30) days after the Period of Restriction ends. Shares may be issued in the form of a stock certificate or a notification to the director that the Shares are held in a book-entry account on the director's behalf. The director shall have no rights as a shareholder of Synchrony unless and until a certificate for the Shares has been issued to the director or the director has been notified that the Shares are held in a book-entry account on the director's behalf. Synchrony shall, within thirty (30) days after the Period of Restriction ends, make a cash payment to the director for any fractional Shares to which the director is entitled, based on the Fair Market Value of a Share on the date the Period of Restriction lapses.

6. *Alteration/Termination.* The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate, the Award, prospectively or retroactively. No such amendment or alteration shall be made which would impair the rights of the director under the Award without the director's consent; provided, however, that no such consent shall be required with respect to any amendment or alteration if the Committee determines in its sole discretion that such amendment or alteration either (a) is required or advisable in order for Synchrony, the Plan or the Award to satisfy or conform to any law or regulation or to meet the

requirements of any accounting standard or (b) is not reasonably likely to significantly diminish the benefits provided under the Award.

7. *Adjustments.* The number and type of Shares underlying the RSUs awarded to the director hereunder shall be subject to adjustment pursuant to Section 4(b) of the Plan.

8. *No Right to Provide Services.* Nothing in these Terms and Conditions constitutes an employment contract or gives the director the right to continue to serve as a member of the Board, or affect any right that Synchrony may have to terminate the services of the director.

9. *Dispute Resolution.* The parties will settle any dispute, controversy or claim arising out of or related to the Plan, the Award or the Terms and Conditions in accordance with the terms of any then effective Synchrony alternative dispute resolution program, to the extent such dispute, controversy or claim is covered by such program.

10. *Non-Assignability.* Neither this Award nor the RSUs granted hereunder may be assigned or transferred by the director, except to the extent expressly permitted by the Plan. Any Shares issued under the RSUs, once issued to the director, shall be freely transferable.

11. *Voting.* The director shall not have voting rights with respect to the Shares underlying the RSUs unless and until Shares are issued to the director.

12. *Dividend Equivalents.* The director shall be eligible to receive an amount equal to any cash dividend declared with respect to the number of Shares represented by RSUs, but only to the extent that the RSUs have not been issued as Shares, converted to a cash payment amount or were terminated or forfeited before the record date for such dividend. Dividend equivalents shall be reinvested in additional RSUs (i.e., the cash dividends will be converted into the right to receive additional Shares, based on the Fair Market Value of a Share on the date the applicable dividend is paid to holders of Shares) and shall be subject to the same Terms and Conditions as the Award (including Section 4).

13. *Personal Data.* By accepting the Award, the director voluntarily acknowledges and consents to the collection, use, processing and transfer of personal data as described in this paragraph. The director is not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect the director's ability to participate in the Plan. Synchrony and/or its Affiliates hold certain personal information about the director, including the director's name, home address and telephone number, date of birth, social security number or other identification number, salary, nationality, job title, any Shares or directorships held in Synchrony, details of all RSUs, any entitlement to cash payments (the value of which is based on the value of shares) or any entitlement to shares of stock awarded, canceled, purchased, vested, unvested or outstanding in the director's favor, for the purpose of managing and administering the

Plan (“Data”). Synchrony and/or its Affiliates will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the director’s participation in the Plan, and Synchrony and/or any of its Affiliates may each further transfer Data to any third parties assisting Synchrony in the implementation, administration and management of the Plan. These recipients may be located throughout the world. The director authorizes them to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the director’s participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan. The director may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting Synchrony; however, withdrawing consent may affect the director’s ability to participate in the Plan.

14. *Section 409A.* Amounts payable, and Shares deliverable, pursuant to the RSUs are intended to be exempt from Section 409A to the maximum extent possible pursuant to a short-term deferral described in Treasury Regulation §1.409A-1(b)(4), and the Plan and the Terms and Conditions shall be interpreted and construed consistently with such intent. To the extent any amount payable, or Shares deliverable, pursuant to this Award constitutes nonqualified deferred compensation within the meaning of, and subject to, Section 409A, then, with respect to such portion of this Award, (a) the Plan and this Terms and Conditions are intended to comply with the requirements of Section 409A, and shall be interpreted and construed consistently with such intent, (b) all references in the Plan and this Terms and Conditions to the director’s termination of services shall mean the director’s “separation from service” within the meaning of Section 409A and Treasury regulations promulgated thereunder, and (c) any such payments or delivery of Shares which is conditioned upon the director’s execution of the Release and which is to be paid during a designated period that begins in one taxable year and ends in a second taxable year shall be paid in the second taxable year. In the event that the Award or the Terms and Conditions would subject the director to taxes under Section 409A (“409A Penalties”), the Award and the Terms and Conditions shall not be given effect to the extent it causes such 409A Penalties and the related provisions of the Plan and/or the Terms and Conditions will be deemed modified, or, if necessary, suspended in order to comply with the requirements of Section 409A, in each case without the consent of or notice to the director; provided that in no event shall Synchrony or any of its Affiliates be responsible for any 409A Penalties that arise in connection with any amounts payable under the Plan or this Terms and Conditions.

## **EXHIBIT A**

### **DEFINITIONS**

#### ***“Board”***

“Board” shall mean the Board of directors of Synchrony.

#### ***“Change in Control”***

“Change in Control” means any of the following events which occurs after the Award Date, but only if such event constitutes a “change in control event” for purposes of Treasury Regulation Section 1.409A-3(i)(5):

- (a) the acquisition by any individual, entity or group (a “Person”), including any “person” within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (i) the then outstanding shares of common stock of Synchrony (the “Outstanding Common Stock”) or (ii) the combined voting power of the then outstanding securities of Synchrony entitled to vote generally in the election of directors (the “Outstanding Voting Securities”); excluding, however, the following: (A) any acquisition directly from Synchrony (excluding any acquisition resulting from the exercise of an exercise, conversion or exchange privilege unless the security being so exercised, converted or exchanged was acquired directly from Synchrony), (B) any acquisition by Synchrony, (C) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by Synchrony or any corporation controlled by Synchrony, or (D) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (c) of this definition below; provided further, that for purposes of clause (B), if any Person (other than Synchrony or any employee benefit plan (or related trust) sponsored or maintained by Synchrony or any corporation controlled by Synchrony) shall become the beneficial owner of 30% or more of the Outstanding Common Stock or 30% or more of the Outstanding Voting Securities by reason of an acquisition by Synchrony, and such Person shall, after such acquisition by Synchrony, become the beneficial owner of any additional shares of the Outstanding Common Stock or any additional Outstanding Voting Securities and such beneficial ownership is publicly announced, such additional beneficial ownership shall constitute a Change in Control;
- (b) the cessation of individuals who, as of the Award Date, constitute the Board (the “Incumbent Board”) to constitute at least a majority of such Board; provided that any individual who becomes a director of Synchrony subsequent to the Award Date whose election, or nomination for election by Synchrony’s stockholders, was approved by the vote of at least a majority of the directors then comprising the Incumbent Board shall be deemed a member

of the Incumbent Board; and provided further, that any individual who was initially elected as a director of Synchrony as a result of an actual or threatened solicitation by a Person other than the Board for the purpose of opposing a solicitation by any other Person with respect to the election or removal of directors, or any other actual or threatened solicitation of proxies or consents by or on behalf of any Person other than the Board shall not be deemed a member of the Incumbent Board; or

- (c) the consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of Synchrony (a “Corporate Transaction”); excluding, however, a Corporate Transaction pursuant to which (i) all or substantially all of the individuals or entities who are the beneficial owners, respectively, of the Outstanding Common Stock and the Outstanding Voting Securities immediately prior to such Corporate Transaction will beneficially own, directly or indirectly, more than 50% of, respectively, the outstanding shares of common stock, and the combined voting power of the outstanding securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Corporate Transaction (including, without limitation, a corporation which as a result of such transaction owns, directly or indirectly, Synchrony or all or substantially all of Synchrony’s assets) in substantially the same proportions relative to each other as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Common Stock and the Outstanding Voting Securities, as the case may be, (ii) no Person (other than: Synchrony; any employee benefit plan (or related trust) sponsored or maintained by Synchrony or any corporation controlled by Synchrony; the corporation resulting from such Corporate Transaction; and any Person which beneficially owned, immediately prior to such Corporate Transaction, directly or indirectly, 30% or more of the Outstanding Common Stock or the Outstanding Voting Securities, as the case may be) will beneficially own, directly or indirectly, 30% or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the outstanding securities of such corporation entitled to vote generally in the election of directors, and (iii) individuals who were members of the Incumbent Board will constitute at least a majority of the members of the board of directors of the corporation resulting from such Corporate Transaction.

***“Disability”***

“Disability” shall mean an incapacity, disability or other condition that the Committee determines, in its sole discretion, constitutes a disability and precludes the director from service as a member of the Board. An individual shall not be considered disabled unless the director furnishes proof of the existence thereof, to the extent any such proof is reasonably requested by the Committee. Synchrony may require the existence or non-existence of a disability to be determined by a physician whose selection is mutually agreed upon by the director (or his or her representatives) and Synchrony.



***“Period of Restriction”***

The “Period of Restriction” means, for any RSU, the period prior to the date on which such RSU vests and the director becomes entitled to a Share in respect thereof.

***“Removal for Cause”***

“Removal for Cause” shall mean the ending of the director’s service on the Board in connection with:

- (a) a material breach by the director of his or her duties and responsibilities (other than as a result of incapacity due to physical or mental illness) without reasonable belief that such breach is in the best interests of Synchrony;
- (b) any act that would prohibit the director from providing services to Synchrony and its Affiliates (including, for the avoidance of doubt, Synchrony Bank) pursuant to the Federal Deposit Insurance Act of 1950, as amended, or other applicable law;
- (c) the commission of or conviction in connection with a felony or any act involving fraud, embezzlement, theft, dishonesty or misrepresentation; or
- (d) any gross or willful misconduct, any violation of law or any violation of a policy of Synchrony or any of its Affiliates by the director that results in or could result in loss to Synchrony or any of its Affiliates, or damage to the business or reputation of Synchrony or any of its Affiliates, as determined by the Committee.

***“Section 409A”***

Section 409A of the Internal Revenue Code of 1986, as amended.

**SYNCHRONY FINANCIAL**  
**EXECUTIVE SEVERANCE PLAN**

This document constitutes the Synchrony Financial Executive Severance Plan (the “Plan”). The Plan is intended to secure the continued services and ensure the continued dedication of the Participants. The purpose of the Plan is to provide benefits to a group of employees of the Company and its participating Affiliates that constitutes a “select group of management or highly compensated employees” within the meaning of Department of Labor Regulation §2520.104-24.

1. Definitions. As used in the Plan, the following terms shall have the respective meanings set forth below:

(a) “Affiliate” means (i) any entity that, directly or through one or more intermediaries, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, as determined by the Plan Administrator.

(b) “Board” means the Board of Directors of the Company.

(c) “Chief Executive Officer” means the Chief Executive Officer of the Company.

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

(e) “Company” means Synchrony Financial, a Delaware corporation.

(f) “Comparable Employment” means employment that does not materially reduce a Participant’s rate of annual base salary or incentive opportunity and does not change the Participant’s primary employment location to a location that is more than forty (40) miles from the then primary location of the Participant’s employment, in each case unless consented to by the Participant, all as determined by the Plan Administrator.

(g) “Confidential Information” means information and data concerning the Company, any Affiliates, the business of the Company and its Affiliates, the customers, suppliers, clients and employees of the Company and its Affiliates (including, without limitation, contact information, compensation and benefits information and performance information) and all technical information relating to such business (including, without limitation, information related to know-how, trade secrets, processes, reports, manuals, purchases, sales, customers, customer lists, confidential information, financial and marketing data, business plans and the strategic direction of the Company and its Affiliates).

With respect to any particular Participant, “Confidential Information” does not include any of the following:

(i) Information that is or becomes generally available to the public through no act or omission on the part of the Participant. Information shall be deemed part of the public domain solely to the extent that it is generally known to the public, is found in any one public source or is readily ascertainable from a public domain source or sources or from other publicly available information; or

(ii) Information that the Participant receives from a third party who is free to make such disclosure without breach of any contractual or other legal obligation.

(h) “Employer” means the Company and any Affiliate which has adopted the Plan with the consent of the Company.

(i) “Group One Participant” means a Participant whose role as of his or her Termination Date is in “Level 15”, Level “16” or “Level 17”, or any comparable role or position (including any similar role or position if an Employer does not use the foregoing designations), all as determined by the Plan Administrator, in its sole discretion.

(j) “Group Two Participant” means a Participant whose role as of his or her Termination Date is in “Level 18” or above, other than the Chief Executive Officer, or any comparable role or position (including any similar role or position if an Employer does not use the foregoing designations), all as determined by the Plan Administrator, in its sole discretion.

(k) “Group Three Participant” means a Participant who is the Chief Executive Officer as of his or her Termination Date.

(l) “Participant” means any employee of an Employer whose role is “Level 15” or above, or any comparable role or position (including any similar role or position if an Employer does not use the foregoing designations), all as determined by the Plan Administrator, in its sole discretion.

(m) “Plan Administrator” means the Executive Vice President, Human Resources or other person holding the most senior position in the human resources department of the Company.

(n) “Qualifying Termination” means (i) the termination of a Participant’s employment by his or her Employer due to layoff, redundancy or reorganization, as determined by the Plan Administrator in accordance with the Company’s policies, or (ii) a Separation for the Good of the Company, in each case unless the Participant receives an offer of employment from, or is transferred to another role with, the Company or an Affiliate contemporaneously therewith, and such offer of employment constitutes Comparable Employment, as determined by the Plan Administrator. In addition, terminations of employment in the following circumstances shall not constitute a “Qualifying Termination”: (x) a termination of employment for “cause”, as determined by the Plan Administrator (which may but will not necessarily include poor performance or

misconduct (such as a breach of the Participant's duties or responsibilities, the commission of or conviction in connection with a felony or an act of fraud, embezzlement, theft or misrepresentation and any gross or willful misconduct, violation of law or violation of Company policy)) or in connection with a Participant's death, disability or commission of an act that would prohibit the Participant from being employed by the Company or its Affiliates pursuant to the Federal Deposit Insurance Act of 1950 or other applicable law, as determined by the Plan Administrator, nor (y) a termination of the Participant's employment in connection with a sale of the assets of the Company or an Affiliate if the Participant receives an offer of Comparable Employment from the acquiror shall constitute a "Qualifying Termination." In addition, if a Participant is given a notice of termination of employment by the Company that specifies a termination date and the Participant terminates his or her employment prior to such date without the agreement of the Company, the termination of employment will not be considered a Qualifying Termination, even if such termination would otherwise have been considered a Qualifying Termination.

(o) "Separation for the Good of the Company" means a termination of a Participant's employment by his or her Employer which is deemed to be for the good of, or in the interests of, the Company or any Affiliate, as determined by the Plan Administrator in its sole discretion.

(p) "Separation from Service" means a "separation from service" as defined in Treasury Regulation Section 1.409A-1 (h).

(q) "Severance Base Salary Amount" means, as determined by the Plan Administrator:

(i) with respect to a Group One Participant, six (6) months' of such Participant's annual base salary;

(ii) with respect to a Group Two Participant, twelve (12) months' of such Participant's annual base salary; and

(iii) with respect to a Group Three Participant, eighteen (18) months' of such Participant's annual base salary.

(r) "Severance Period" means the period commencing on a Participant's Termination Date and ending,

(i) with respect to a Group One Participant, six (6) months after the Termination Date;

(ii) with respect to a Group Two Participant, twelve (12) months after the Termination Date; and

(iii) with respect to a Group Three Participant, eighteen (18) months after the Termination Date.

(s) "Termination Date" with respect to a Participant means the date on which the Participant incurs a Separation from Service by reason of a Qualifying Termination.

2. Payments and Benefits Upon Separation from Service. If a Participant incurs a Separation from Service by reason of a Qualifying Termination, and the Participant (or the Participant's executor or other legal representative in the case of the Participant's death or disability following such termination) executes an agreement regarding the clawback and restrictive covenants described in Section 3 and a general release in a form acceptable to the Company in its sole discretion (the "Release") within forty-five (45) days (or such shorter period included in the Release) following the Participant's receipt of the Release and does not revoke the Release, the Company shall provide to the Participant, as compensation for services rendered to the Company and its Affiliates, and in consideration of the Release, a severance benefit (the "Severance Benefit") equal to the excess, if any, of (i) the Participant's Severance Base Salary Amount, less (ii) any severance or similar benefit payable in cash to, or on behalf of, the Participant in connection with the Participant's Separation from Service pursuant to law, contract or other arrangement (including any other severance plan, policy or arrangement maintained by the Company or its Affiliates, and including enhanced or additional severance benefits payable under any other plan, including a retirement or bonus plan), all as determined by the Plan Administrator ("Other Severance Benefits"). For the avoidance of doubt, if the Plan Administrator determines that the value of the Participant's Other Severance Benefits is equal to or greater than the amount described in clause (i) of the immediately preceding sentence, then the Participant will not be entitled to any Severance Benefit under the Plan. Subject to Sections 6 and 19, the Severance Benefit, if any, will be paid in a lump sum less than seventy-five (75) days after the Termination Date.

3. Clawback and Restrictive Covenants. The Company may recover from a Participant, as determined by the Plan Administrator, all or a portion of any Severance Benefit paid pursuant to this Plan, as follows:

(a) Subsequent Employment. In the event that the Participant is hired by the Company or any Affiliate during the Severance Period, the Company may recover from the Participant a prorated portion of the Severance Benefit, based on the number of months in which the Participant is employed for at least one (1) business day during the Severance Period divided by the total number of months in the Severance Period, all as determined by the Plan Administrator.

(b) Non-Competition, Non-Solicitation and Non-Disclosure of Confidential Information. The Company may recover from the Participant the entire Severance Benefit, to the extent permitted under applicable law, in the event that the Participant, without the prior written consent of the Executive Vice President, Human Resources (or other person holding the most senior position in the human resources department of the Company):

(i) during the eighteen (18) month period following the Participant's Termination Date:

(A) directly or indirectly owns any interest in, manages, controls, participates in, consults with, renders services for or in any manner engages in any business that is the same as, substantially similar to or competitive with the Company's business, as determined by the Plan Administrator; or

(B) promotes or assists, financially or otherwise, any firm, corporation or other entity engaged in any business which competes with the Company's business, as determined by the Plan Administrator; or

(C) directly or indirectly solicits or endeavors to solicit or gain the business of, canvas or interfere with the relationship of the Company or its Affiliates with any person that:

(I) was a customer of the Company or its Affiliates while the Participant was employed by the Company or as of the Termination Date;

(II) was a customer of the Company or its Affiliates at any time within twelve (12) months prior to the Termination Date; or

(III) has been pursued as a prospective customer by or on behalf of the Company or its Affiliates at any time within twelve (12) months prior to the Termination Date and in respect of whom the Company and its Affiliates have not determined to cease all such pursuit;

in each case with respect to Sections 3(b)(i)(C)(I) - (III), provided that the Participant either had contact with such customer or prospective customer at any time during the twenty-four (24) month period prior to the Participant's Termination Date or had obtained Confidential Information concerning such customer or prospective customer.

Nothing herein shall prohibit the Participant from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation which is publicly traded, so long as the Participant has no active participation in the business of such corporation.

(ii) without the prior consent of the Company, directly or indirectly, during the eighteen (18) month period following the Participant's Termination Date, for whatever reason, either individually, or in partnership, or jointly, or in conjunction with any person as principal, agent, employee or shareholder or in any other manner whatsoever on the Participant's own behalf or on behalf of any third party:

(A) induces or endeavors to induce any other employee of the Company to leave his or her employment with the Company; or

(B) employs or attempts to employ or assist any person to employ any employee of the Company.

(iii) at any time, discloses Confidential Information; provided, however, that this Section 3(b)(iii) and all other provisions of this Plan shall not be applied to limit or interfere with any Participant's right, without notice to or authorization of the Company, to communicate and cooperate in good faith with a Government Agency (as defined below) for the purpose of (A) reporting a possible violation of any U.S. federal, state, or local law or regulation, (B) participating in any investigation or proceeding that may be conducted or managed by any Government Agency, including by providing documents or other information, or (C) filing a charge or complaint with a Government Agency. For purposes of this Plan, "Government Agency" means the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other self-regulatory organization or any other federal, state or local governmental agency or commission. Additionally, the Participant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (X) in confidence to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, (Y) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or (Z) in court proceedings if the Participant files a lawsuit for retaliation by an employer for reporting a suspected violation of law, or to the Participant's attorney in such lawsuit, provided that the Participant must file any document containing the trade secret under seal, and the Participant may not disclose the trade secret, except pursuant to court order. However, the Participant is not authorized to make any disclosures as to which the Company may assert protections from disclosure under the attorney-client privilege or the attorney work product doctrine without prior written consent of the Company's General Counsel or another authorized officer designated by the Company.

(c) Severability. If any provision of this Section 3 shall be held invalid or unenforceable in any jurisdiction or as to any Participant, such provision shall be construed and deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without materially altering the intent of the Plan, as determined by the Plan Administrator, such provision shall be stricken as to such jurisdiction or Participant, and the remainder of Section 3 shall remain in full force and effect as if such provision had not been included.

(d) Release. The Release referenced in Section 2 above, the execution and non-revocation of which is a condition to the receipt of any benefits under the Plan, may include terms addressing the clawback and restrictive covenants described in this Section 3, including (i) an agreement and acknowledgment from the Participant that the Company, in addition to being entitled to the clawback of the Severance Benefit or other monetary damages that flow from the breach, will be entitled to injunctive relief in a court of appropriate jurisdiction in the event of any such act or breach, or threatened act or breach, by the Participant under Section 3(b) (and parallel provisions included in the Release), (ii) a confirmation from the Participant that all restrictions in Section 3(b) (and parallel provisions included in the Release) are separate and distinct and reasonable, and a waiver of all defenses to the strict enforcement thereof, and (iii) other provisions that the Plan Administrator deems appropriate to enforce this Section 3.

#### 4. Plan Administration.

(a) The Plan shall be interpreted and administered by the Plan Administrator, who shall have complete authority, in its sole discretion subject to the express provisions of the Plan, to make all determinations necessary or advisable for the administration of the Plan (including determining whether any Separation from Service constitutes a Qualifying Termination). All questions arising in connection with the interpretation of the Plan or its administration shall be submitted to and determined by the Plan Administrator in a fair and equitable manner.

(b) The Plan Administrator may delegate any of his or her authorities hereunder to such person or persons as the Plan Administrator may designate. The Plan Administrator is empowered, on behalf of the Plan, to appoint such agents as it shall deem appropriate for the proper administration of the Plan. The functions of any such persons engaged by the Plan Administrator shall be limited to the specified services and duties for which they are engaged, and such persons shall have no other duties, obligations or responsibilities under the Plan. Such persons shall exercise no discretionary authority or discretionary control respecting the administration of the Plan, except to the extent permitted by the Plan Administrator. All reasonable fees and expenses of such persons shall be borne by the Company.

#### 5. Claims Procedure.

(a) If any Participant or other person believes he or she is entitled to benefits in an amount greater than those which he or she is receiving or has received, such Participant or other such person or his or her authorized representative may file a claim with the most senior employee of the Company and its Affiliates whose responsibilities and duties are primarily related to compensation matters (the "Claims Administrator") or such other employee of the Company which from time to time assumes the responsibilities with respect to the Plan which are allocated to the Claims Administrator. Such a claim shall be in writing and state the nature of the claim, the facts supporting the claim, the amount claimed, and the address of the claimant. The Claims Administrator shall review the claim and, unless special circumstances require an extension of time shall, within ninety (90) days after receipt of the claim, give written notice by registered or certified mail to the claimant of his or her decision with respect to the claim. If special circumstances require an extension of time, the claimant shall be so advised in writing within the initial ninety (90) day period and in no event shall such an extension exceed ninety (90) days. The notice of the decision of the Claims Administrator with respect to the claim shall be written in a manner calculated to be understood by the claimant and, if the claim is wholly or partially denied, set forth the specific reasons for the denial, specific references to the pertinent Plan provisions on which the denial is based, a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and an explanation of the claim review procedure under the Plan and the time limits applicable to such procedure, including a statement of the claimant's right to bring a claim under Section 502(a) of ERISA following an adverse benefit determination upon review. The Claims Administrator also shall advise the claimant that such claimant or his or her duly authorized representative may request a review by the Plan Administrator of the denial by filing with the Plan Administrator within sixty (60) days after notice of the denial has been received by the claimant, a written request for such review. The claimant shall be informed, within the same sixty (60) day period, that he or she (i) may be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claims for benefits and (ii) may submit written comments, documents, records and other information relating to the claim for benefits to the Plan Administrator. If a request is so filed, review of the denial shall be made by the Plan Administrator within, unless special circumstances require an extension of time, sixty (60) days after receipt of such request, and the claimant shall be given written notice of the Plan Administrator's final decision. If special circumstances require an extension of time, the claimant shall be so advised in writing within the initial sixty (60) day period and in no event shall such an extension exceed sixty (60) days. The review shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The notice of the Plan Administrator's final decision shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision, specific references to the pertinent Plan provisions on which the decision is based and shall be written in a manner calculated to be understood by the claimant, a statement that the claimant is entitled to receive, upon request and free of charge, access to and copies of all documents, records and other information relevant to the benefit claim and a statement that the claimant has the right to bring a claim under Section 502(a) of ERISA.

(b) No legal action for benefits or eligibility under the Plan or otherwise related to the Plan, including without limitation any lawsuit or any matter subject to the dispute resolution program described in Section 12, may be brought by the Participant if he or she has not timely filed a claim and a review for such benefits or other matter pursuant to Section 5(a) and otherwise exhausted all administrative remedies under the Plan. No legal action, including without limitation any lawsuit or any matter subject to the dispute resolution program described in Section 12, may be brought in connection with any matter related to the Plan more than one (1) year after the date the Plan Administrator provides written notice of its final decision on the underlying claim.

6. Withholding Taxes and Offset. All payments due under the Plan shall be subject to required tax or other withholding or garnishment obligations, if any. The Company shall be authorized to withhold cash from any payment due to satisfy statutory withholding obligations for the payment of such taxes. The Participant shall pay to or reimburse the Company for any federal, state, local or foreign taxes required to be withheld and paid over by it, at such time and upon such terms and conditions as the Company may prescribe before the Company shall be required to make any additional payments to the Participant. The Company also may, in its discretion and to the extent permitted under applicable law, offset against the Participant's benefits hereunder the value of any unreturned property and any outstanding loan, debt or other amount the Participant owes to the Company or its Affiliates.

7. Amendment and Termination. The Plan may be amended or terminated at any time by the Management Development and Compensation Committee of the Board (the "Committee") (or a duly authorized delegate thereof). The Plan Administrator shall have the right to amend the Plan at any time if such amendment (a) is required or advisable to satisfy or conform to any law or regulation or (b) is administrative in nature.

8. Unfunded Plan. The Plan shall not be funded. No Participant entitled to benefits hereunder shall have any right to, or interest in, any specific assets of the Company or any Affiliate, but a Participant shall have only the rights of a general creditor of the Company to receive

benefits on the terms and subject to the conditions provided in the Plan.

9. Payments to Minors, Incompetents and Beneficiaries. Any benefit payable to or for the benefit of a minor, an incompetent person or other person incapable of giving a receipt therefor shall be deemed paid when paid to such person's guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge the Company, the Employers, the Plan Administrator and all other parties with respect thereto. If a Participant shall die while any amounts would be payable to the Participant under the Plan had the Participant continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of the Plan to the estate of the Participant.

10. Nonassignability. None of the payments, benefits or rights of any Participant shall be subject to any claim of any creditor, and, in particular, to the fullest extent permitted by law, all such payments, benefits and rights shall be free from attachment, garnishment, trustee's process or any other legal or equitable process available to any creditor of such Participant. Except as otherwise provided herein or by law, no right or interest of any Participant under the Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment, attachment or pledge; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under the Plan shall be subject to any obligation or liability of such Participant.

11. No Guaranty of Employment. Nothing contained in the Plan shall be construed as a contract of employment between any Employer or other entity and any individual or as conferring a right on any individual to be continued in the employment of any Employer or other entity.

12. Dispute Resolution. Except as otherwise provided in the Release, any dispute, controversy or claim between the Company or any Affiliate and the Participant, whether arising out of or relating to the Plan, the breach of the provisions of the Plan, or otherwise, shall be settled in accordance with the terms of any then effective Company alternative dispute resolution program, to the extent such dispute, controversy or claim is covered by such program.

13. Successors; Binding Agreement. The Plan shall inure to the benefit of and be binding upon the beneficiaries, heirs, executors, administrators, successors and assigns of the parties, including each Participant, present and future, and any successor to the Company or an Affiliate. The Plan shall not be terminated by any merger or consolidation of the Company whereby the Company is or is not the surviving or resulting corporation or as a result of any transfer of all or substantially all of the assets of the Company. In the event of any such merger, consolidation or transfer of assets, the provisions of the Plan shall be binding upon the surviving or resulting corporation or the person or entity to which such assets are transferred.

14. Headings. The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan and shall not be employed in the construction of the Plan.

15. Notices. Any notice or other communication required or permitted pursuant to the terms hereof shall have been duly given when delivered or mailed by United States mail, first class, postage prepaid, addressed to the intended recipient at his, her or its last known address.

16. Effective Date. The Plan shall be effective, as amended and restated, as of January 24, 2018 and shall remain in effect unless and until terminated by the Committee pursuant to Section 7 hereof.

17. Employment with Affiliates. For purposes of the Plan, employment with the Company shall include employment with any Affiliate.

18. Governing Law and Venue; Validity. The Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware (without regard to principles of conflicts of laws) to the extent not preempted by Federal law, which shall otherwise control. To the extent any claim or other legal action involving or related to the Plan may be brought in any court notwithstanding Section 12 of the Plan, such legal action must be brought in the United States District Court for the Northern District of New York and no other federal or state court. If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and the Plan shall be construed and enforced as if such provision had not been included.

19. Compliance With Section 409A of Code. All payments pursuant to the Plan are intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury Regulation Section 1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury Regulation Section 1.409A-1(b)(4), and the Plan shall be interpreted and construed consistently with such intent. To the extent the Plan is subject to Section 409A of the Code, it is intended to comply with Section 409A of the Code and the Plan shall be interpreted and construed consistently with such intent. Any payment that is deferred compensation subject to Section 409A of the Code which is conditioned upon the Participant's execution of the Release and which is to be paid during a designated period that begins in one taxable year and ends in a second taxable year shall be paid in the second taxable year. In the event the Plan would subject the Participant, or his or her beneficiary, to taxes or penalties under Section 409A of the Code ("409A Penalties"), the Plan Administrator may amend the Plan to avoid such 409A Penalties, to the extent possible; provided that in no event shall the Company be responsible for any 409A Penalties that arise in connection with any payments under the Plan and the Participant shall remain liable for all 409A Penalties as required by applicable law. Notwithstanding any other provision in this Plan, if any payment to a Participant is deferred compensation subject to Section 409A of the Code, such payment shall be delayed until the first payroll date following the six-month anniversary of the Termination Date or, if the Participant dies following his or her Separation from Service and before such six-month anniversary, within ninety (90) days following the date of his or her death.



## SYNCHRONY FINANCIAL

## Ratio of Earnings to Fixed Charges

	Three months ended March 31,	Year ended December 31,				
	2018	2017	2016	2015	2014	2013
Earnings (a)	\$ 847	\$ 3,324	\$ 3,570	\$ 3,531	\$ 3,386	\$ 3,142
Plus:						
Interest included in expense (b)	392	1,348	1,184	1,063	877	703
Amortization of debt expense and discount or premium on indebtedness	10	43	64	72	45	39
One third of rental expense (c)	6	25	25	28	21	17
Adjusted "earnings"	<u>\$ 1,255</u>	<u>\$ 4,740</u>	<u>\$ 4,843</u>	<u>\$ 4,694</u>	<u>\$ 4,329</u>	<u>\$ 3,901</u>
Fixed Charges:						
Interest included in expense (b)	\$ 392	\$ 1,348	\$ 1,184	\$ 1,063	\$ 877	\$ 703
Amortization of debt expense and discount or premium on indebtedness	10	43	64	72	45	39
One third of rental expense (c)	6	25	25	28	21	17
Total fixed charges	<u>\$ 408</u>	<u>\$ 1,416</u>	<u>\$ 1,273</u>	<u>\$ 1,163</u>	<u>\$ 943</u>	<u>\$ 759</u>
Ratio of earnings to fixed charges	<u>3.1</u>	<u>3.3</u>	<u>3.8</u>	<u>4.0</u>	<u>4.6</u>	<u>5.1</u>

(a) Earnings before income taxes

(b) Includes interest on tax deficiencies

(c) Considered to be representative of interest factor in rental expense



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

I, Margaret M. Keane, certify that:

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

Date: April 26, 2018

/s/ Margaret M. Keane

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Margaret M. Keane  
President and Chief Executive Officer

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

I, Brian D. Doubles, certify that:

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

Date: April 26, 2018

/s/ Brian D. Doubles

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Brian D. Doubles  
Chief Financial Officer

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

In connection with the Quarterly Report of Synchrony Financial (the “registrant”) on Form 10-Q for the period ended March 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the “report”), we, Margaret M. Keane, President and Chief Executive Officer, and Brian D. Doubles, Chief Financial Officer, of the registrant, certify, pursuant to 18 U.S.C. § 1350, that to our knowledge:

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

Date: April 26, 2018

/s/ Margaret M. Keane

Margaret M. Keane  
President and Chief Executive Officer

/s/ Brian D. Doubles

Brian D. Doubles  
Chief Financial Officer