

2024 Ally Technology Supplier Awards Program Participation Terms and Conditions

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO APPLY FOR OR RECEIVE AN AWARD, AND NO PURCHASE OR PAYMENT WILL INCREASE YOUR CHANCES OF RECEIVING AN AWARD.

1. Eligibility: The Ally Technology Supplier Awards Program (the “Program”) is open to certain technology vendors (each, a “Company”) that are determined by Sponsor (as defined below) and its affiliates to have, as of the start of the Program Submission Period (as defined below), a strong and significant business relationship with Sponsor or its affiliates, based on a combination of spend with the vendor, the strategic importance of the vendor’s products or services, and the duration of the business relationship with the vendor. You and Company must be a legal resident of/domiciled within the fifty (50) United States or Washington D.C. to submit an application on behalf of your Company. **ONLY COMPANIES WILL RECEIVE AN AWARD. NO INDIVIDUAL PARTICIPANT WILL RECEIVE AN AWARD.**

Employees, directors, officers, and agents of Ally Financial Inc. (“Sponsor”) and its affiliates involved with the Program, and members of the immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household of each such employee, director, officer, or agent (whether or not related) are not eligible to apply or receive an award.

This Program is subject to all applicable federal, state, and local laws and regulations and void where prohibited. Participation (on behalf of the participant and their Company) constitutes participant’s full and unconditional agreement to these Terms and Conditions and Sponsor’s decisions, which are final and binding in all matters related to the Program. Receiving an award is contingent upon fulfilling all requirements set forth herein, participation in the Program or receiving an award does not mean or imply that Sponsor or its affiliates will maintain or increase the amount of business it does with any participant, and Sponsor and its affiliates reserve all of their rights in any and all agreements with Company.

2. Sponsor: Ally Financial Inc., Ally Detroit Center, 500 Woodward Avenue, Detroit, Michigan 48226.

3. Program Submission Period: The Program begins on January 16, 2024 at 9:00am EST and ends on March 1, 2024 at 11:59pm EST (the “Program Submission Period”). All entries must be received during the Program Submission Period to be valid.

4. How to Apply: During the Program Submission Period, follow the link provided by Sponsor and follow the on-screen instructions to complete an application for your Company’s consideration as an award recipient. Individuals who do not follow all of the instructions, provide the required information, and abide by these Terms and Conditions or other instructions of Sponsor may be disqualified. Program entries must comply with the Application requirements set forth herein to be

valid. As used herein, “Application” refers to all content you submit in connection with your application form and in connection with the Program (including, but not limited to, any pictures, images, videos, descriptions, writings, explanations, hashtags, tag names, etc.). **DO NOT SUBMIT ANY CONFIDENTIAL OR OTHER PROPRIETARY INFORMATION IN YOUR SUBMISSION.** All Applications must be in in English, with the character and/or word limitations as set forth on the application form. By submitting an Application for the Program, you hereby warrant and represent that your Application conforms to the Application requirements set forth herein.

Limit: One (1) Application per Company per award during the entire Program Submission Period, provided that awards will be granted subject to the limitation set forth in Section 7 below.

Automated entries or Applications are prohibited, and any use of automated devices will cause disqualification. Participants may not apply with multiple e-mail addresses. Any participant who attempts to apply with multiple e-mail addresses, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all awards won, in Sponsor’s sole discretion.

5. Application Requirements: Participants represent and warrant that their Application in the Program is the original work of such participant, it has not been copied from others, it does not violate the rights of any other person or entity, and publication of the Application, or any part thereof, via various media including web posting will not infringe on the rights of any third party. Any such participant on behalf of themselves and on behalf of the Company will indemnify and hold harmless Released Parties (defined below) from any claims to the contrary.

By submitting an Application, you agree: (a) that your Application was submitted at your own option, and you assume and are responsible for any and all costs you incur in preparing and submitting your Application; (b) that your Application is gratuitous and made without restriction, and will not place Sponsor under any obligation; (c) that Sponsor is free to use or otherwise disclose the ideas contained in the Application on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you or your Company.

Any Application submitted by you must conform to the additional submission requirements set forth herein:

- Application must comply with these Terms and Conditions and any additional terms on the online submission page (if any);
- Application cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;
- Application cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Application cannot communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to associate;
- Application cannot be obscene or offensive, endorse any form of hate or hate group; and

- Application cannot depict, and cannot itself, be in violation of any law.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to participants. Sponsor reserves the right to waive the Program submission requirements set forth herein in its reasonable discretion.

6. Judging/Award Recipient Notification: On or around April 1, 2024, Sponsor will evaluate the Applications and its experiences working with Company for alignment with the qualities and ideals expressed in connection with the awards set forth below in Section 7 and select the award recipient for each award. Sponsor's decisions are final and binding in all aspects of this Program.

On or around April 1, 2024, potential award recipient(s) will be notified via email or other contact method initiated by Sponsor. Potential recipients are subject to verification. If a potential award recipient is found not to be eligible or not in compliance with these Terms and Conditions, if attempted notification or any award is returned as undeliverable, if any required documents are not returned within the required number of days, if an award recipient cannot be verified, or if an award recipient is otherwise unable or unwilling to accept and claim the award as stated, then award recipient may be disqualified and the award may be forfeited in Sponsor's sole discretion. Award recipients may be required to complete, sign and return an award recipient release, trademark license, and, where lawful, a publicity release, within ten (10) business days of attempted notification or award may be forfeited. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of participants.

7. Awards (5):

- **Operational Excellence** - awarded to the vendor that best delivers lean, automated, and streamlined business models that drive simplified and resilient solutions for Ally and its customers
- **Peace of Mind** - awarded to the vendor that best demonstrates excellence in security and data privacy, and strives to deliver industry leading protection for Ally and its customers
- **Velocity with Quality** - awarded to the vendor that best demonstrates excellent speed to market and responsiveness and flexibility, allowing Ally to deliver value to customers quickly
- **Disruptor** - awarded to the vendor that is a disruptor in the market and is providing outstanding support to Ally in transformation and innovative initiatives
- **Supplier of the Year** – awarded to the vendor that demonstrates overall excellence across multiple performance measures

Limit: one (1) award per Company. Awards are non-transferable and no cash equivalent or substitution of award is offered, except at the sole discretion of the Sponsor. YOU/YOUR COMPANY ARE NOT PERMITTED TO PUBLICIZE THIS PROGRAM, ANY AWARD, REFER TO SPONSOR, AND/OR USE SPONSOR'S INTELLECTUAL PROPERTY OR

OTHER MATERIALS UNLESS AND UNTIL YOU (ON BEHALF OF YOURSELF AND YOUR COMPANY) HAVE SIGNED AND RETURNED AN UNALTERED SPONSOR-PROVIDED TRADEMARK/INTELLECTUAL PROPERTY LICENSE AGREEMENT.

8. Release: As a condition of applying, participants (on behalf of themselves and their Company) agree (and agree to confirm in writing): (a) to release Sponsor, its affiliates, subsidiaries, and agents, and each of their respective officers, directors, employees and agents (“Released Parties”), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any award; (b) under no circumstances will any participant be permitted to obtain awards for, and participant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Program, or any award conferred, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys’ fees and court costs.

9. Ownership & License: By submitting an Application, Company grants Sponsor and its agents the right to publish, use, adapt, edit and/or modify such Application in any way, in any and all media, without limitation, and without consideration to the participant. By accepting an award, award recipient agrees (on behalf of themselves and their Company) that their Application will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the award recipient irrevocably assigns (on behalf of themselves and their Company) and transfers to Sponsor all of their/their Company’s right, title and interest in and to their Application, including all but not limited to all copyright and trademark rights which they may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Award recipient hereby waives in favor of Sponsor, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that award recipient may now or later have to their Application. Sponsor reserves the right to alter, change or modify the winning Application, in its sole discretion. Upon request of Sponsor, award recipient shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Application and of the copyrights transferred and “Moral Rights of Authors” waived under these Terms and Conditions. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment.

11. General Conditions: Sponsor is not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate application information, or any other errors, failures or delays in computer transmissions, the website, or network connections that are human or technical in nature. Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, for any reason, including without limitation if any fraud, bugs, virus, technical failures, or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Program, as

determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor may confer awards from among all eligible, non-suspect Applications received prior to cancellation in a manner deemed fair and equitable by the Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the application process, the website, or the operation of the Program or to be acting in violation of the Terms and Conditions of this or any other promotion or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

12. Binding Arbitration: Any controversy or claim arising out of or relating to this Program shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Michigan law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT SUBMIT AN APPLICATION IN THIS PROGRAM IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

BY PARTICIPATING IN THE PROGRAM, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROGRAM,

OR ANY AWARD CONFERRED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND (2) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY SET FORTH ABOVE AND IN SECTION 8(B)-(D), SO SUCH LANGUAGE MAY NOT APPLY TO EVERY PARTICIPANT.

13. Governing Law & Jurisdiction: This Program and the Terms and Conditions are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or the rights and obligations of participants and Sponsor in connection with the Program, shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan, without regard to its conflicts of law rules. Participant waives (a) any objection to establishment of venue for any legal action or proceeding brought in any business court in the State of Michigan in Wayne County or the federal courts in the United States District Court for the Eastern District of Michigan, and (b) any assertion that the action or proceeding has been brought in an inconvenient forum, except as prohibited by law. PARTICIPANT IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE PROGRAM OR THE TERMS AND CONDITIONS.

14. Participant's Information: Please see the privacy policy located at <https://www.ally.com/privacy/> for details of Sponsor's policy regarding the use of personal information collected in connection with this Program. If your Company is selected as an award recipient, your and/or your Company's information may also be included in a publicly-available award recipient list.

15. Award Recipient List: For a list of award recipients, please send an email to TechSupplierAwards@ally.com.