Term Sheet for Resolution of State of Iowa, *ex rel.* Brenna Bird, Attorney General of Iowa v. General Motors LLC and OnStar, LLC, Case No. EQCE092630

This term sheet ("Term Sheet") sets forth the material terms of the agreement in principle between the State of Iowa, ex rel. Brenna Bird, Attorney General of Iowa (the "State") and General Motors LLC and OnStar, LLC (together, "GM") in connection with the civil litigation filed by the State, Case No. EQCE092630, pending before the District Court of Polk County (the "Litigation"). To facilitate the resolution of the Litigation, the State and GM would agree to the following material terms:

1. Injunctive Relief: The parties will negotiate in good faith to reach agreement on injunctive relief that remedies the allegations set out in the State's Petition in the Litigation. The parties acknowledge that GM has settled (or reached settlements pending final court approval) with a number of other states (the "Multistate Coalition"), which upon final court approval will settle the actual or potential claims of the states in the Multistate Coalition that are substantially similar to the claims asserted by the State in the Litigation. The State and GM agree that the injunctive relief that resolves the Litigation shall be substantially similar to the injunctive relief provided by any agreement that GM reached with the Multistate Coalition, with the exception that the State will not require GM to undergo a separate Third-Party Assessment apart from the assessment required under any agreement(s) with the Multistate Coalition. The terms of GM's agreement(s) with the Multistate Coalition shall form the basis for the final injunctive relief that resolves the Litigation. The injunctive relief shall address, among other subjects, the following:

A. Disclosure of certain consumer data to third parties;

B. Notice to consumers regarding the use and sharing of certain consumer data; and

C. Signup and onboarding for services that necessitate the collection of certain consumer data, including vehicle location and certain driving behavior data.

2. Entry of Consent Judgment: The injunctive relief ultimately agreed to by the parties pursuant to Paragraph 1 above shall be incorporated into a consent judgment, which the parties agree shall be entered in the Litigation. The parties will negotiate in good faith to reach agreement on the terms of the consent judgment. The consent judgment will permit the State to enforce any violations of the judgment to the fullest extent allowable under state law.

3. Monetary Payment: GM agrees to pay to the State a total of $7,000,000.00 within 45 days after the full execution of a settlement agreement, as provided by Paragraph 4 below.

4. Formal Settlement Agreement: The parties agree that they will execute a settlement agreement that includes the complete terms of their agreement to resolve the Litigation. The parties will negotiate in good faith to reach agreement on the terms of the full settlement agreement. The settlement agreement shall include a release by the State of all claims that were asserted in the Litigation or that arise out of the conduct alleged in the Petition filed in the Litigation; provided, however the release will exclude claims preserved under any

agreement(s) with the Multistate Coalition, and also exclude the following claims from any claims released:

A. Private rights of action, including any claims consumers have or may have on an individual or class basis under state or federal consumer protection laws against any person or entity, including GM;

B. Claims of environmental or tax liability;

C. Criminal liability;

D. Claims for property damage;

E. Claims alleging violations of state, local, or federal securities laws;

F. Claims alleging violations of state, local, or federal antitrust laws;

G. Any other civil or administrative liability that any person or entity, including GM, has or may have to the State or any subdivision thereof, not covered by the release; and

H. Any obligations created under the formal settlement agreement.

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