As filed with the Securities and Exchange Commission on August 6, 2021

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ALLY FINANCIAL INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**38-0572512**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification Number)**

Ally Detroit Center
500 Woodward Ave., Floor 10
Detroit, Michigan 48226
(866) 710-4623
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

David J. DeBrunner
Ally Detroit Center
500 Woodward Ave.
Detroit, Michigan 48226
(866) 710-4623
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

Copy to:

Jeffrey Belisle, Esq.	**John B. Meade, Esq.**
Ally Detroit Center	**Davis Polk & Wardwell LLP**
500 Woodward Ave.	**450 Lexington Avenue**
Detroit, Michigan 48226	**New York, New York 10017**
(866) 710-4623	**(212) 450-4077**

Approximate date of commencement of proposed sale to the public: As soon as practicable on or after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a 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 ☒	Accelerated filer ☐
Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐
	Emerging growth company ☐

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 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	**Amount to be Registered**	**Proposed Maximum Offering Price Per Unit**	**Proposed Maximum Aggregate Offering Price**	**Amount of Registration Fee**
Ally Financial Term Notes Due from Nine Months to Thirty Years from Date of Issue	(1)	(1)	(1)	(1)

(1) An indeterminate amount of securities to be offered at indeterminate prices is being registered pursuant to this registration statement. The registrant is deferring payment of the registration fee pursuant to Rule 456(b) and is omitting this information in reliance on Rule 456(b) and Rule 457(r).

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PROSPECTUS

Ally Financial Inc.
Ally Financial Term Notes

Due from 9 Months to 30 Years from Date of Issue

Ally Financial Inc. may offer to sell its notes ("Ally Financial Term Notes") from time to time. Ally has registered an indeterminate amount of Ally Financial Term Notes. The specific terms of each Ally Financial Term Note will be set prior to the time of sale and described in a pricing supplement to this prospectus. You should read this prospectus, including the documents incorporated by reference herein, and the applicable pricing supplement carefully before you invest.

- The Ally Financial Term Notes will mature from 9 months to 30 years from date of issue, as specified in the applicable pricing supplement.
- The Ally Financial Term Notes may be subject to redemption or repayment at our option or the option of the holder, as specified in the applicable pricing supplement.
- The Ally Financial Term Notes will bear interest at either a fixed or floating rate, as specified in the applicable pricing supplement. The floating interest rate formula may be based on the Treasury Rate, the Prime Rate or such other base rate or interest rate formula as is specified in the applicable pricing supplement.
- Interest on fixed rate Ally Financial Term Notes will be paid monthly, quarterly, semi-annually or annually or as otherwise specified in the applicable pricing supplement. Interest on floating rate Ally Financial Term Notes will be paid on dates specified in the applicable pricing supplement.
- Unless otherwise specified in the applicable pricing supplement, the Ally Financial Term Notes will have minimum denominations of $1,000 increased in integral multiples of $1,000.

Investing in the Ally Financial Term Notes offered by this prospectus involves risks. See "Risk Factors" beginning on page 8 of this prospectus and contained in our periodic reports filed with the Securities and Exchange Commission, as well as the other information contained or incorporated by reference in this prospectus.

The Ally Financial Term Notes will be offered through selling agents (the "Agents") on a delayed or continuous basis. The Agents have agreed to use their reasonable efforts to solicit purchases of the Ally Financial Term Notes. Unless otherwise specified in an applicable pricing supplement, the Ally Financial Term Notes will not be listed on any securities exchange, listing authority or quotation system, and there can be no assurance that the Ally Financial Term Notes offered will be sold or that there will be a secondary market for the Ally Financial Term Notes.

The Agents have advised us that they intend to make a market in the Ally Financial Term Notes, but the Agents are not obligated to do so, and any market-making with respect to the Ally Financial Term Notes may be discontinued without notice at any time. No termination date for the offering of the Ally Financial Term Notes has been established.

	Per Ally Financial Term Note	Total
Price to public	100.000%, unless otherwise specified in an applicable Pricing Supplement	
Agents' discounts and concessions	0.300% – 3.150%	
Proceeds, before expenses, to Ally	96.850% – 99.700%	

The Ally Financial Term Notes will not be savings accounts, deposits or other obligations of any bank and will not be insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

InspereX

Citigroup **J.P. Morgan** **Morgan Stanley** **RBC Capital Markets**

The date of this prospectus is August 6, 2021.

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Unless the context indicates otherwise, references in this prospectus to "the Company," "Ally," "we," "us" and "our" refer to Ally Financial Inc. and its consolidated subsidiaries.

AGENTS AND DEALERS PARTICIPATING IN THE OFFERING MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN OR OTHERWISE AFFECT THE PRICE OF THE ALLY FINANCIAL TERM NOTES OFFERED IN THIS PROSPECTUS, INCLUDING STABILIZING TRANSACTIONS, SHORT-COVERING TRANSACTIONS AND PENALTY BIDS. THESE TRANSACTIONS, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission (the "SEC") utilizing a "shelf" registration process. Under this shelf process, we may from time to time sell the Ally Financial Term Notes described in this prospectus in one or more offerings. This prospectus provides you with a general description of the Ally Financial Term Notes we may offer. Each time we sell Ally Financial Term Notes, we will provide a pricing supplement that will contain specific information about the terms of that offering. The pricing supplement may also add, update or change information contained in this prospectus. You should read both this prospectus and any pricing supplement together with additional information described under the heading "Information Incorporated By Reference; Where You Can Find More Information."

Neither we nor the Agents have authorized anyone to provide any information other than that contained or incorporated by reference in this prospectus or in any pricing supplement prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not, and the Agents are not, making an offer of these securities or soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted. You should not assume that the information contained in or incorporated by reference in this prospectus or any pricing supplement is accurate as of any date other than their respective dates.

The distribution of this prospectus and any pricing supplement and the offering of the Ally Financial Term Notes in certain jurisdictions may be restricted by law. Persons into whose possession this prospectus or any pricing supplement comes should inform themselves about and observe such restrictions. This prospectus and any pricing supplement do not constitute, and may not be used in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

The information in this prospectus is directed to you if you are a resident of the United States. We do not claim any responsibility to advise you if you are a resident of a country other than the United States with respect to any matters that may affect the purchase, sale, holding or receipt of payments of principal of, premium, if any, and interest, if any, on, the Ally Financial Term Notes. If you are not a resident of the United States, you should consult your own legal, tax and financial advisors with regard to these matters.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

From time to time we have made, and in the future will make, forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements can be identified by the fact that they do not relate strictly to historical or current facts. Forward-looking statements often use words such as “believe,” “expect,” “anticipate,” “intend,” “pursue,” “seek,” “continue,” “estimate,” “project,” “outlook,” “forecast,” “potential,” “target,” “objective,” “trend,” “plan,” “goal,” “initiative,” “priorities,” or other words of comparable meaning or future-tense or conditional verbs such as “may,” “will,” “should,” “would,” or “could.” Forward-looking statements convey our expectations, intentions, or forecasts about future events, circumstances, or results.

This prospectus, including any information incorporated by reference in this prospectus, contains forward-looking statements. We also may make forward-looking statements in other documents that are filed or furnished with the SEC. In addition, we may make forward-looking statements orally or in writing to investors, analysts, members of the media, or others.

All forward-looking statements, by their nature, are subject to assumptions, risks, and uncertainties, which may change over time and many of which are beyond our control. You should not rely on any forward-looking statement as a prediction or guarantee about the future. Actual future objectives, strategies, plans, prospects, performance, conditions, or results may differ materially from those set forth in any forward-looking statement. While no list of assumptions, risks, or uncertainties could be complete, some of the factors that may cause actual results or other future events or circumstances to differ from those in forward-looking statements include:

- evolving local, regional, national, or international business, economic, or political conditions;
- changes in laws or the regulatory or supervisory environment, including as a result of recent financial services legislation, regulation, or policies or changes in government officials or other personnel;
- changes in monetary, fiscal, or trade laws or policies, including as a result of actions by governmental agencies, central banks, or supranational authorities;
- changes in accounting standards or policies;
- changes in the automotive industry or the markets for new or used vehicles, including the rise of vehicle sharing and ride hailing, the development of autonomous and alternative-energy vehicles, and the impact of demographic shifts on attitudes and behaviors toward vehicle type, ownership, and use;
- disruptions or shifts in investor sentiment or behavior in the securities, capital, or other financial markets, including financial or systemic shocks and volatility or changes in market liquidity, interest or currency rates, or valuations;
- uncertainty about the future of LIBOR and any negative impacts that could result;
- changes in business or consumer sentiment, preferences, or behavior, including spending, borrowing, or saving by businesses or households;
- changes in our corporate or business strategies, the composition of our assets, or the way in which we fund those assets;
- our ability to execute our business strategy for Ally Bank, including its digital focus;
- our ability to optimize our automotive finance and insurance businesses and to continue diversifying into and growing other consumer and commercial business lines, including mortgage lending, point-of-sale personal lending, corporate finance, brokerage, and wealth management;
- our ability to develop capital plans that will receive non-objection from the FRB and our ability to implement them, including any payment of dividends or share repurchases;
- our ability to effectively manage capital or liquidity consistent with evolving business or operational needs, risk-management standards, and regulatory or supervisory requirements;

- our ability to cost-effectively fund our business and operations, including through deposits and the capital markets;
- changes in any credit rating assigned to Ally, including Ally Bank;
- adverse publicity or other reputational harm to us or our senior officers;
- our ability to develop, maintain, or market our products or services or to absorb unanticipated costs or liabilities associated with those products or services;
- our ability to innovate, to anticipate the needs of current or future customers, to successfully compete, to increase or hold market share in changing competitive environments, or to deal with pricing or other competitive pressures;
- the continuing profitability and viability of our dealer-centric automotive finance and insurance businesses, especially in the face of competition from captive finance companies and their automotive manufacturing sponsors and challenges to the dealer's role as intermediary between manufacturers and purchasers;
- our ability to appropriately underwrite loans that we originate or purchase and to otherwise manage credit risk;
- changes in the credit, liquidity, or other financial condition of our customers, counterparties, service providers, or competitors;
- our ability to effectively deal with economic, business, or market slowdowns or disruptions;
- judicial, regulatory, or administrative investigations, proceedings, disputes, or rulings that create uncertainty for, or are adverse to, us or the financial services industry;
- the potential outcomes of legal and regulatory proceedings and governmental and regulatory examinations, investigations, and other inquiries to which we are or may be subject at any given time, and our ability to remediate regulatory deficiencies on a timely basis and to otherwise absorb and address the heightened scrutiny and expectations generally from supervisory and other governmental authorities, the severity of remedies sought, such as enforcement proceeds, and the potential collateral consequences arising from those outcomes;
- the performance and availability of third-party service providers on whom we rely in delivering products and services to our customers and otherwise conducting our business and operations;
- our ability to maintain secure and functional financial, accounting, technology, data processing, or other operating systems or infrastructure, including our capacity to withstand cyberattacks;
- the adequacy of our corporate governance, risk-management framework, compliance programs, or internal controls over financial reporting, including our ability to control lapses or deficiencies in financial reporting or to effectively mitigate or manage operational risk;
- the efficacy of our methods or models in assessing business strategies or opportunities or in valuing, measuring, estimating, monitoring, or managing positions or risk;
- our ability to keep pace with changes in technology that affect us or our customers, counterparties, service providers, or competitors;
- our ability to successfully make and integrate acquisitions;
- the adequacy of our succession planning for key executives or other personnel and our ability to attract or retain qualified employees;
- natural or man-made disasters, calamities, or conflicts, including terrorist events and pandemics (such as adverse effects of the COVID-19 pandemic on us and our customers, counterparties, employees, and third-party service providers);

- policies and other actions of governments to mitigate climate and related environmental risks, as well as associated changes in the behavior and preferences of businesses and consumers; or
- other assumptions, risks, or uncertainties described in the Risk Factors, Management's Discussion and Analysis of Financial Condition and Results of Operations, or the Notes to the Condensed Consolidated Financial Statements of our Quarterly Report on Form 10-Q for the period ended June 30, 2021 or described in any of the Company's annual, quarterly or current reports and any other documents specifically incorporated by reference herein. See "Information Incorporated by Reference; Where You Can Find More Information."

Any forward-looking statement made by us or on our behalf speaks only as of the date that it was made. We do not undertake to update any forward-looking statement to reflect the impact of events, circumstances, or results that arise after the date that the statement was made, except as required by applicable securities laws. You, however, should consult further disclosures (including disclosures of a forward-looking nature) that we may make in any subsequent Annual Report on Form 10-K, Quarterly Report on Form 10-Q, or Current Report on Form 8-K and any other documents specifically incorporated by reference herein.

Unless the context otherwise requires, the following definitions apply. The term "loans" means the following consumer and commercial products associated with our direct and indirect financing activities: loans, retail installment sales contracts, lines of credit, and other financing products excluding operating leases. The term "operating leases" means consumer- and commercial-vehicle lease agreements where Ally is the lessor and the lessee is generally not obligated to acquire ownership of the vehicle at lease-end or compensate Ally for the vehicle's residual value. The terms "lend," "finance," and "originate" mean our direct extension or origination of loans, our purchase or acquisition of loans, or our purchase of operating leases as applicable. The term "consumer" means all consumer products associated with our loan and operating-lease activities and all commercial retail installment sales contracts. The term "commercial" means all commercial products associated with our loan activities, other than commercial retail installment sales contracts. The term "partnerships" means business arrangements rather than partnerships as defined by law.

SUMMARY

This summary describes some of the principal terms of the Ally Financial Term Notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of Ally Financial Term Notes" section of this prospectus contains more detailed descriptions of the terms and conditions of the Ally Financial Term Notes. You should carefully read this prospectus in its entirety, including the information incorporated by reference into this prospectus, to understand fully the terms of the Ally Financial Term Notes, as well as the other considerations that are important in making your investment decision. You should pay special attention to the "Risk Factors" beginning on page 8 and the section entitled "Cautionary Statement Regarding Forward-Looking Statements" on page 2.

Final terms of any particular series of Ally Financial Term Notes will be determined at the time of sale and will be contained in the pricing supplement relating to that series of Ally Financial Term Notes. The terms in that pricing supplement may vary from and supersede the terms contained in this summary and in the "Description of Ally Financial Term Notes."

Issuer	Ally Financial Inc.
Purchasing Agent	InspereX LLC
Title	Ally Financial Term Notes
Amount	Ally has registered an indeterminate amount of Ally Financial Term Notes. Additional Ally Financial Term Notes may be issued in the future without the consent of the holders of Ally Financial Term Notes. The Ally Financial Term Notes will not contain any limitations on our ability to issue additional indebtedness in the form of Ally Financial Term Notes or otherwise.
Denomination	Unless otherwise specified in the applicable pricing supplement, the authorized minimum denominations of Ally Financial Term Notes will be $1,000 increased in integral multiples of $1,000.
Ranking	The Ally Financial Term Notes are unsecured and unsubordinated obligations of Ally Financial Inc. and will rank equally and ratably with all other unsecured and unsubordinated indebtedness of Ally Financial Inc. from time to time outstanding (other than obligations preferred by mandatory provision of law).
Maturity	The Ally Financial Term Notes will mature from nine months to thirty years from the date of issue, as specified in the applicable pricing supplement.
Interest Rate	As more fully specified in the applicable pricing supplement, Ally Financial Term Notes will bear interest from the date on which such Ally Financial Term Notes are issued at a fixed or floating interest rate. Ally may issue a series of Fixed Rate Ally Financial Term Notes with a fixed interest rate of zero at an Issue Price representing a substantial discount from the principal amount payable upon the Maturity Date (a "Zero-Coupon Ally Financial Term Note").

Interest Payment Date	Unless otherwise specified in the applicable pricing supplement, interest on each Fixed Rate Ally Financial Term Note (other than a Zero-Coupon Ally Financial Term Note) will be calculated on the basis of a 360-day year of twelve 30-day months, payable either monthly, quarterly, semi-annually or annually on each Interest Payment Date and on the Maturity Date. Interest on each Floating Rate Ally Financial Term Note will be calculated and payable as set forth in the applicable pricing supplement. If applicable, interest will also be paid on the date of redemption or repayment if an Ally Financial Term Note is redeemed or repurchased in accordance with its terms prior to its stated maturity.
Principal	Unless otherwise provided in the applicable pricing supplement, the principal amount of the Ally Financial Term Notes will be payable on the Maturity Date of such Ally Financial Term Notes at the Corporate Trust Office of the Trustee or at such other place as we may designate.
Redemption	Unless otherwise specified in the applicable pricing supplement, we will not be permitted to redeem an Ally Financial Term Note and the holder will not be able to require us to repay the Ally Financial Term Note prior to its Maturity Date.
Sinking Fund	Unless otherwise specified in the applicable pricing supplement, the Ally Financial Term Notes will not be subject to any sinking fund.
Form of Ally Financial Term Notes, Sale and Clearance	Unless otherwise specified in the applicable pricing supplement or as required by the indenture, Ally Financial Term Notes will be issued in book-entry form only and will be represented by one or more global Ally Financial Term Notes in fully registered form, without coupons. We currently do not intend to issue Ally Financial Term Notes in certificated form. The Ally Financial Term Notes will clear through The Depository Trust Company, or any successor thereto. Global Ally Financial Term Notes will be exchangeable for definitive Ally Financial Term Notes only in limited circumstances. See “Description of Ally Financial Term Notes—Book-Entry; Delivery and Form.” We will sell Ally Financial Term Notes in the United States only.
Survivor’s Option	The applicable pricing supplement will indicate whether the holder of an Ally Financial Term Note will have the right to require us to repay an Ally Financial Term Note prior to its Maturity Date upon the death of the beneficial owner of such Ally Financial Term Note. This feature, which is referred to as a “Survivor’s Option,” permits the optional repayment of an Ally Financial Term Note prior to its stated maturity, if requested by the authorized representative of the beneficial owner of such Ally Financial Term Note within one year of

	the death of the beneficial owner of the Ally Financial Term Note, so long as the Ally Financial Term Note was owned by the beneficial owner at least six months prior to his or her death. Your Ally Financial Term Notes will not be repaid in this manner unless the pricing supplement for your Ally Financial Term Notes specifically provides for the Survivor's Option. The right to exercise the Survivor's Option is subject to limits set by us on (1) the permitted dollar amount of total exercises by all holders of Ally Financial Term Notes in any calendar year, and (2) the permitted dollar amount of an individual exercise by a holder of Ally Financial Term Notes in any calendar year. Additional details on the Survivor's Option are described in the section entitled "Description of Ally Financial Term Notes—Repayment upon Death—The Survivor's Option" on page 26.
Trustee	The Bank of New York Mellon, 240 Greenwich Street, 7E, New York, New York 10286, under an Indenture dated as of September 24, 1996, as amended and supplemented from time to time.
Agents	InspereX LLC Citigroup Global Markets Inc. J.P. Morgan Securities LLC Morgan Stanley & Co. LLC RBC Capital Markets, LLC
Selling Group Members	The Agents and dealers composing the selling group are broker-dealers and securities firms. The Agents, including the Purchasing Agent, have entered into a Selling Agent Agreement with us dated August 6, 2021. Broker-dealers and/or securities firms who are members of the selling group have executed a Master Selected Dealer Agreement with the Purchasing Agent. The Agents and the dealers have agreed to market and sell the Ally Financial Term Notes in accordance with the terms of those respective agreements and all applicable laws and regulations. You may contact the Purchasing Agent at info@insperex.com for a list of selling group members.

RISK FACTORS

Your investment in Ally Financial Term Notes involves risks. In consultation with your own financial, tax and legal advisors, you should be aware of, and carefully consider, the following risk factors, along with all of the risks and other information provided or referred to in this prospectus and the documents incorporated by reference herein, including the discussions in our Annual Report on Form 10-K for the year ended December 31, 2020 (which may be amended or supplemented in subsequent reports on Form 10-K, Form 10-Q or Form 8-K), before deciding whether to participate in any offering of Ally Financial Term Notes. We believe the most significant of the risks and uncertainties that are specific to the Ally Financial Term Notes are described below. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. If any of those risks actually occur, our business, financial condition and results of operations would suffer. The risks discussed below also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements. See "Cautionary Statement Regarding Forward-Looking Statements" on page 2 of this prospectus.

Risks Related to the Ally Financial Term Notes

Our substantial level of indebtedness could materially adversely affect our ability to generate sufficient cash to fulfill our obligations under the Ally Financial Term Notes, our ability to react to changes in our business and our ability to incur additional indebtedness to fund future needs.

We have a substantial amount of indebtedness, which requires significant interest and principal payments. As of June 30, 2021, we had approximately $17.8 billion in principal amount of indebtedness outstanding (including $7.0 billion in secured indebtedness). Our existing and future secured indebtedness will rank effectively senior to the Ally Financial Term Notes offered hereby to the extent of the value of the assets securing such indebtedness. We may incur additional indebtedness from time to time. If we do so, the risks related to our high level of indebtedness could be increased.

Our substantial level of indebtedness could have important consequences to holders of the Ally Financial Term Notes, including the following:

- making it more difficult for us to satisfy our obligations with respect to our indebtedness, including the Ally Financial Term Notes;
- requiring us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing funds available for other purposes;
- increasing our vulnerability to adverse economic and industry conditions, which could place us at a competitive disadvantage compared to our competitors that have relatively less indebtedness;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industries in which we operate; and
- limiting our ability to borrow additional funds, or to dispose of assets to raise funds, if needed, for working capital, capital expenditures, acquisitions, research and development and other corporate purposes.

In addition, a breach of any of the restrictions or covenants in our debt agreements could cause a cross-default under other debt agreements. A significant portion of our indebtedness then may become immediately due and payable. We are not certain whether we would have, or be able to obtain, sufficient funds to make these accelerated payments. If any of our indebtedness is accelerated, our assets may not be sufficient to repay in full such indebtedness and our other indebtedness.

We may not be able to generate sufficient cash to service all of our indebtedness, including the Ally Financial Term Notes.

Our ability to make scheduled payments of principal and interest or to satisfy our obligations in respect of our indebtedness, to refinance our indebtedness or to fund capital expenditures will depend on our future operating performance. Prevailing economic conditions (including interest rates), regulatory constraints, including, among other things, on distributions to us from our subsidiaries and required capital levels with respect to certain of our banking and insurance subsidiaries, and financial, business and other factors, many of which are beyond our control, will also affect our ability to meet these needs. We may not be able to generate sufficient cash flows from operations, or obtain future borrowings in an amount sufficient to enable us to pay our indebtedness, or to fund our other liquidity needs. We may need to refinance all or a portion of our indebtedness on or before maturity. We may not be able to refinance any of our indebtedness when needed on commercially reasonable terms or at all.

Our subsidiaries are not guarantors of the Ally Financial Term Notes and will not be restricted under the indenture for the Ally Financial Term Notes. Your right to receive payments on the Ally Financial Term Notes are effectively subordinated to the indebtedness and other liabilities of our subsidiaries.

Our subsidiaries will not guarantee the Ally Financial Term Notes and will not be restricted under the indenture for the Ally Financial Term Notes. Accordingly, in the event of a bankruptcy or insolvency, the claims of creditors of our subsidiaries would rank effectively senior to the Ally Financial Term Notes, to the extent of the assets of those subsidiaries. None of our subsidiaries, or any of their respective subsidiaries, has any obligation to pay any amounts due on the Ally Financial Term Notes or to provide us with funds for our payment obligations, whether by dividends, distributions, loans or other payments. In the event of a bankruptcy, liquidation or reorganization of any of our subsidiaries, holders of their liabilities, including trade creditors, will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to us.

Our less than wholly owned subsidiaries may also be subject to restrictions on their ability to distribute cash to us in their financing or other agreements. As a result, we may not be able to access their cash flows to service our debt obligations, including obligations in respect of the Ally Financial Term Notes.

The Ally Financial Term Notes will be effectively subordinated to our existing and future secured indebtedness which is secured by a lien on certain of our assets.

As of June 30, 2021, we had approximately $7.0 billion in aggregate principal amount of secured indebtedness outstanding. The Ally Financial Term Notes will not be secured by any of our assets. As a result, our existing and future secured indebtedness will rank effectively senior to the indebtedness represented by the Ally Financial Term Notes, to the extent of the value of the assets securing such indebtedness. In the event of any distribution or payment of our assets in any foreclosure, dissolution, winding-up, liquidation or reorganization, or other bankruptcy proceeding, our secured creditors will have a superior claim to their collateral, as applicable. If any of the foregoing occurs, we cannot assure you that there will be sufficient assets to pay amounts due on the Ally Financial Term Notes. The existing and future liabilities of our subsidiaries will be structurally senior to the indebtedness represented by the Ally Financial Term Notes to the extent of the value of the assets of such subsidiaries.

In addition, if we default under any of our existing or future secured indebtedness, the holders of such indebtedness could declare all of the funds borrowed thereunder, together with accrued interest, immediately due and payable. If we are unable to repay such indebtedness, the holders of such indebtedness could foreclose on the pledged assets to the exclusion of the holders of the Ally Financial Term Notes, even if an event of default exists under the indenture governing the Ally Financial Term Notes at such time. In any such event, because the Ally Financial Term Notes will not be secured by any of our assets, it is possible that there would be no assets remaining from which your claims could be satisfied or, if any assets remained, they might be insufficient to satisfy your claims in full.

A court could deem the issuance of the Ally Financial Term Notes to be a fraudulent conveyance and void all or a portion of the obligations represented by the Ally Financial Term Notes.

In a bankruptcy proceeding, a trustee, debtor in possession, or someone else acting on behalf of the bankruptcy estate may seek to recover transfers made or void obligations incurred prior to the bankruptcy proceeding on the basis that such transfers and obligations constituted fraudulent conveyances. Fraudulent conveyances are generally defined to include transfers made or obligations incurred for less than reasonably equivalent value or fair consideration when the debtor was insolvent, inadequately capitalized or in similar financial distress or that rendered the debtor insolvent, inadequately capitalized or unable to pay its debts as they become due, or transfers made or obligations incurred with the intent of hindering, delaying or defrauding current or future creditors. A trustee or such other parties may recover such transfers and avoid such obligations made within two years prior to the commencement of a bankruptcy proceeding. Furthermore, under certain circumstances, creditors may generally recover transfers or void obligations outside of bankruptcy under applicable fraudulent transfer laws, within the applicable limitation period, which are typically longer than two years. In bankruptcy, a representative of the estate may also assert such claims. If a court were to find that Ally issued the Ally Financial Term Notes under circumstances constituting a fraudulent conveyance, the court could void all or a portion of the obligations under the Ally Financial Term Notes. In addition, under such circumstances, the value of any consideration holders received with respect to the Ally Financial Term Notes could also be subject to recovery from such holders and possibly from subsequent transferees.

Therefore, an Ally Financial Term Note could be voided, or claims in respect of an Ally Financial Term Note could be subordinated to all other debts of Ally, if Ally at the time it incurred the indebtedness evidenced by the Ally Financial Term Notes received less than reasonably equivalent value or fair consideration for the issuance of the Ally Financial Term Notes, and:

- was insolvent or rendered insolvent by reason of such issuance or incurrence;
- was engaged in a business or transaction for which Ally's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay those debts as they mature.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a debtor would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than all of its assets at fair valuation;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

We cannot assure you as to what standard a court would apply in determining whether Ally would be considered to be insolvent. If a court determined that Ally was insolvent after giving effect to the issuance of the Ally Financial Term Notes, it could void the Ally Financial Term Notes, or potentially impose other forms of damages.

With respect to certain actions under the indenture governing the Ally Financial Term Notes, holders of all series of Ally Financial Term Notes issued under the indenture that are adversely affected by such actions will vote together as a single class; therefore the voting interest of a holder of an Ally Financial Term Note of a particular series will be diluted with respect to such actions.

For purposes of the indenture governing the Ally Financial Term Notes, all Ally Financial Term Notes issued thereunder will generally constitute a single class of debt securities. Therefore, certain actions under the

indenture governing the Ally Financial Term Notes other than those actions affecting only a particular series of Ally Financial Term Notes will require the consent of the holders of not less than 66 2/3% in aggregate principal amount of Ally Financial Term Notes of all series issued thereunder that are affected thereby. See "Description of Ally Financial Term Notes—Modification of the Indenture." Consequently, any action requiring the consent of holders of any series of Ally Financial Term Notes under the indenture may also require the consent of holders of a significant portion of the other series of Ally Financial Term Notes issued thereunder, and the individual voting interest of each holder of Ally Financial Term Notes may be accordingly diluted with respect to such actions. In addition, holders of all series of Ally Financial Term Notes could vote in favor of certain actions under the indenture that holders of a particular series of the Ally Financial Term Notes vote against, and the requisite consent to such action could be received nonetheless. We also may, from time to time, issue additional Ally Financial Term Notes under the indenture governing the Ally Financial Term Notes which could further dilute the individual voting interest of each holder of Ally Financial Term Notes with respect to such actions.

We cannot assure you that a market will develop or be maintained for the Ally Financial Term Notes or what the market price will be.

We cannot assure you that a trading market for the Ally Financial Term Notes will develop or be maintained. Many factors will affect the trading market, if any, of the Ally Financial Term Notes. These factors include:

- the creditworthiness of Ally Financial Inc.;
- the method of calculating the principal, premium and interest in respect of the Ally Financial Term Notes;
- the time remaining to the maturity of the Ally Financial Term Notes;
- the outstanding amount of the Ally Financial Term Notes and the amount of other outstanding indebtedness of Ally Financial Inc.;
- the redemption features, if any, of the Ally Financial Term Notes;
- the absence or inclusion of a Survivor's Option and the terms thereof; and
- the level, direction and volatility of market interest rates generally.

Also, because we may design some Ally Financial Term Notes for specific investment objectives or strategies, such Ally Financial Term Notes will have a more limited trading market and experience more price volatility than other Ally Financial Term Notes. You should be aware that there may be few investors willing to buy Ally Financial Term Notes at any time that you might decide to sell your Ally Financial Term Notes. This limited market may affect the price you receive for your Ally Financial Term Notes or your ability to sell the Ally Financial Term Notes at all. You should not purchase Ally Financial Term Notes unless you understand, and are able to bear, the investment risks associated with the Ally Financial Term Notes.

Our ability to redeem the Ally Financial Term Notes at our option may adversely affect your return on the Ally Financial Term Notes.

If your Ally Financial Term Notes are redeemable at our option, we may choose to redeem the Ally Financial Term Notes at times when prevailing interest rates may be lower than the rate borne by the Ally Financial Term Notes. Accordingly, you will not be able to reinvest the redemption proceeds in a comparable security at an interest rate as high as that of the Ally Financial Term Notes being redeemed. If we have the right to redeem your Ally Financial Term Notes, you should consider the related reinvestment risk in light of other investments available to you at the time of your investment in the Ally Financial Term Notes.

If the pricing supplement applicable to a series of Ally Financial Term Notes provides that we have the right to redeem the Ally Financial Term Notes, our ability to redeem the Ally Financial Term Notes at our option is

likely to affect the market value of the Ally Financial Term Notes. In particular, as the redemption date or dates approach, the market value of the Ally Financial Term Notes generally will not rise substantially above the redemption price because of the optional redemption feature.

If your Ally Financial Term Notes include the Survivor's Option, your ability to exercise this option will be subject to limitations.

If you hold Ally Financial Term Notes that include the Survivor's Option, the authorized representative of your estate will be able to exercise the Survivor's Option only if at the time of your death you had held the Ally Financial Term Notes for a period of at least six months prior to your death. A request to exercise the Survivor's Option must be made within one year of the death of the beneficial owner of the Ally Financial Term Notes. In addition, the right to exercise the Survivor's Option is subject to limits set by us on (1) the permitted dollar amount of total exercises of the Survivor's Option by all holders of Ally Financial Term Notes in any calendar year and (2) the permitted dollar amount of an individual exercise of the Survivor's Option by the holder of an Ally Financial Term Note in any calendar year.

Uncertainty relating to the reform of reference rates and their potential discontinuance may materially adversely affect the value of any Floating Rate Ally Financial Term Notes.

National and international regulators and law enforcement agencies have conducted investigations into a number of rates or indices which are deemed to be "reference rates." In addition, certain indices which are deemed to be "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. Actions by such regulators and law enforcement agencies or these reforms may result in changes to the manner in which certain reference rates are determined, their discontinuance, or the establishment of alternative reference rates.

At this time, it is not possible to predict the effect that these developments, any discontinuance, modification or other reforms to any reference rates, or the establishment of alternative reference rates may have on current benchmarks or floating rate debt securities, including the Floating Rate Ally Financial Term Notes. Uncertainty as to the nature of such potential discontinuance, modification, alternative reference rates or other reforms may materially adversely affect the trading market for securities linked to such benchmarks, including any Floating Rate Ally Financial Term Notes. Furthermore, the use of alternative reference rates or other reforms could cause the interest rate calculated for any Floating Rate Ally Financial Term Notes to be materially different than expected.

The Ally Financial Term Notes are subject to laws of the State of New York that limit the amount of interest that can be charged and paid on such an investment. This could limit the amount of interest you may receive on the Ally Financial Term Notes.

The Ally Financial Term Notes will be governed by and construed in accordance with the laws of the State of New York. The State of New York has usury laws that limit the amount of interest that can be charged and paid on loans, which include debt securities like the Ally Financial Term Notes. Under present New York law, the maximum rate of interest, with certain exceptions, for any loan in an amount less than $250,000 is 16% and for any loan equal to or greater than $250,000 and less than $2,500,000 is 25% per annum on a simple interest basis. This limit may not apply to Ally Financial Term Notes in which $2,500,000 or more has been invested.

While we believe that New York law would be given effect by a state or federal court sitting outside of New York, many other states have laws that regulate the amount of interest that may be charged to and paid by a borrower (including, in some cases, corporate borrowers). It is suggested that prospective investors consult their personal advisors with respect to the applicability of such laws before investing in the Ally Financial Term Notes. We covenant for the benefit of the beneficial owners of the Ally Financial Term Notes, to the extent permitted by law, not to claim voluntarily the benefits of any laws concerning usurious rates of interest against a beneficial owner of the Ally Financial Term Notes.

DESCRIPTION OF ALLY FINANCIAL INC.

Ally Financial Inc. is a leading digital financial-services company. As a customer-centric company with passionate customer service and innovative financial solutions, we are relentlessly focused on “Doing it Right” and being a trusted financial-services provider to our consumer, commercial, and corporate customers. We are one of the largest full-service automotive finance operations in the United States and offer a wide range of financial services and insurance products to automotive dealerships and consumers. Our award-winning digital direct bank (Ally Bank, Member FDIC and Equal Housing Lender) offers mortgage lending, point-of-sale personal lending, and a variety of deposit and other banking products, including savings, money-market, and checking accounts, certificates of deposit (CDs), and individual retirement accounts (IRAs). Additionally, we offer securities-brokerage and investment-advisory services through Ally Invest. Our corporate-finance business offers capital for equity sponsors and middle-market companies. We are a Delaware corporation and are registered as a bank holding company under the Bank Holding Company Act of 1956 as amended, and a financial holding company under the Gramm- Leach-Bliley Act of 1999 as amended.

PRINCIPAL EXECUTIVE OFFICES

Our principal executive offices are located at Ally Detroit Center, 500 Woodward Ave., Floor 10, Detroit, Michigan 48226, and our telephone number is 866-710-4623.

USE OF PROCEEDS

We will add the proceeds from the sale of the Ally Financial Term Notes to the general funds of Ally and they will be available for general corporate purposes, which may include the purchase of receivables, the making of loans, the repayment or repurchase of existing indebtedness, the reduction of short-term borrowings or for investment in short-term securities.

DESCRIPTION OF ALLY FINANCIAL TERM NOTES

The general terms and conditions in this prospectus will apply to each Ally Financial Term Note unless otherwise specified in the applicable pricing supplement and in the Ally Financial Term Note. In the event the terms and conditions in this prospectus conflict with the terms and conditions in the applicable pricing supplement, the terms and conditions of the pricing supplement shall control. It is important for you to consider the information contained in this prospectus and the pricing supplement in making your investment decision.

The statements in this prospectus concerning the Ally Financial Term Notes and the Indenture are a summary of certain provisions of the Indenture and the Ally Financial Term Notes. Other statements in this prospectus concerning the Ally Financial Term Notes, such as the description of the Floating Rate Ally Financial Term Notes, will be established pursuant to a supplemental indenture or set forth in a resolution of our board of directors, as permitted by the Indenture. Such summaries are not complete and you should refer to the provisions in the Indenture, the applicable supplemental indenture or board resolution, and the applicable Ally Financial Term Notes, including the definitions of certain terms therein, which are controlling. The Indenture, the applicable supplemental indenture or board resolution, and the applicable Ally Financial Term Note are each incorporated by reference in this prospectus and the following summary is qualified in its entirety by reference thereto.

General Terms of the Ally Financial Term Notes

Currency

References in this prospectus to "U.S. dollars" and "$" are to the currency of the United States of America.

Amount

Ally has registered an indeterminate amount of Ally Financial Term Notes. Additional Ally Financial Term Notes may be issued in the future without the consent of the holders of Ally Financial Term Notes. The Ally Financial Term Notes will not contain any limitations on our ability to issue additional indebtedness in the form of Ally Financial Term Notes or otherwise.

Indenture

We will issue the Ally Financial Term Notes under an Indenture dated as of September 24, 1996, as amended by a First Supplemental Indenture dated as of January 1, 1998, a Second Supplemental Indenture dated as of June 30, 2006, and a Third Supplemental Indenture dated as of August 24, 2012 (together, the "Indenture") between us and The Bank of New York Mellon (successor to JPMorgan Chase Bank, N.A.), as Trustee.

The Indenture does not limit the amount of additional unsecured indebtedness ranking equally and ratably with the Ally Financial Term Notes that we may incur, and we may, from time to time, and without the consent of the holders of the Ally Financial Term Notes, issue additional debt securities, including Ally Financial Term Notes. As permitted by the Indenture, the terms of each series of Ally Financial Term Notes will be established pursuant to a supplemental indenture or in or pursuant to a resolution of our board of directors. We will issue Series A Ally Financial Term Notes in multiple tranches under the Indenture, as supplemented by a Fourth Supplemental Indenture dated as of August 24, 2012 between us and the Trustee, which established such Series A.

The Trustee will, at our written direction, authenticate and deliver the Ally Financial Term Notes executed and delivered to it by us as set forth in the Indenture.

Ranking

The Ally Financial Term Notes will constitute our unsecured and unsubordinated indebtedness and will rank equally and ratably with all of our other unsecured and unsubordinated indebtedness from time to time outstanding (other than obligations preferred by mandatory provisions of law).

Maturity

The Ally Financial Term Notes will mature on the Maturity Date (as defined herein), which may be any day nine months to thirty years from the Issue Date (as defined below), as specified in the applicable pricing supplement. The principal amount of the Ally Financial Term Notes will be payable on the Maturity Date at the Corporate Trust Office of The Bank of New York Mellon, 240 Greenwich Street, 7E, New York, New York 10286, or at such other place as we may designate. If the Maturity Date of a Note is not a Business Day, the payment due on such day shall be made on the next succeeding Business Day and no interest shall accrue on such payment for the period from and after such Maturity Date.

Interest

Each Ally Financial Term Note will bear interest from the Issue Date at either:

- a fixed rate ("Fixed Rate Ally Financial Term Notes") set forth in the applicable pricing supplement, which fixed rate may be zero in the case of an Ally Financial Term Note issued at an Issue Price (as defined below) representing a substantial discount from the principal amount payable upon the Maturity Date (a "Zero-Coupon Ally Financial Term Note"); or
- a floating rate or rates determined by reference to one or more Base Rates (as defined below) set forth in the applicable pricing supplement, which floating rate or rates may be adjusted by a Spread and/or Spread Multiplier (each as defined below) ("Floating Rate Ally Financial Term Notes").

Denominations

Unless otherwise specified in the applicable pricing supplement, the authorized minimum denominations of the Ally Financial Term Notes will be $1,000 and integral multiples of $1,000 above that amount.

Pricing Supplement

Unless otherwise specified in the applicable pricing supplement:

- the Ally Financial Term Notes may not be redeemed by us, or repaid at your option, prior to their Maturity Date. See "Description of Ally Financial Term Notes—Redemption and Repayment;"
- the Ally Financial Term Notes will not be subject to any sinking fund; and
- the amount of any Discount Ally Financial Term Note (as such term is defined in "Description of Ally Financial Term Notes—Interest and Payments of Principal and Interest—Discount Ally Financial Term Notes"), including Zero-Coupon Ally Financial Term Notes, payable upon redemption by us, repayment at your option or acceleration of Maturity (as such term is defined in "Description of Ally Financial Term Notes —Glossary"), if applicable for such Discount Ally Financial Term Note, in lieu of the stated principal amount due at the Maturity Date, will be the Amortized Face Amount (as defined below) of such Discount Ally Financial Term Note as of the date of such redemption, repayment or acceleration, as the case may be.

The pricing supplement relating to each Ally Financial Term Note or Ally Financial Term Notes will generally describe the following terms:

- whether the Ally Financial Term Note is a Fixed Rate Ally Financial Term Note, a Floating Rate Ally Financial Term Note, a Zero-Coupon Ally Financial Term Note or other Discount Ally Financial Term Note;
- the price at which the Ally Financial Term Note will be issued to the public (the "Issue Price");
- the date on which the Ally Financial Term Note will be issued to the public (the "Issue Date");
- the Maturity Date of the Ally Financial Term Note;

- if the Ally Financial Term Note is a Fixed Rate Ally Financial Term Note, the rate per annum at which the Ally Financial Term Note will bear interest, if any (the "Interest Rate");
- if the Ally Financial Term Note is a Floating Rate Ally Financial Term Note, the Base Rate or Rates, the Initial Interest Rate or formula for determining the Initial Interest Rate, the Interest Reset Period, the Interest Reset Dates, the Interest Payment Period, the Interest Payment Dates, the Index Maturity, the Maximum Interest Rate and the Minimum Interest Rate, if any, and the Spread and/or Spread Multiplier, if any (all as defined herein), and any other terms relating to the method of calculating the Interest Rate for the Ally Financial Term Note;
- whether the Ally Financial Term Note may be redeemed at our option, or repaid at your option, prior to its Maturity Date, and if so, the provisions relating to any such redemption or repayment;
- whether the authorized representative of the holder of a beneficial interest in the Ally Financial Term Note will have the right to repayment upon the death of the holder as described under "Description of Ally Financial Term Notes—Repayment upon Death—The Survivor's Option";
- the provisions, if any, for the defeasance of the Ally Financial Term Notes of the series;
- special U.S. federal income tax consequences of the purchase, ownership and disposition of the Ally Financial Term Notes, if any; and
- any other significant terms of the Ally Financial Term Notes not inconsistent with the provisions of the Indenture.

Glossary

You should refer to the Indenture and the form of Ally Financial Term Notes filed as exhibits to the registration statement to which this prospectus relates or to the applicable supplemental indenture or board resolution and the form of the applicable Ally Financial Term Notes when available for the full definition of certain terms applicable to a particular series of Ally Financial Term Notes. We have set forth below a number of definitions of terms used in this prospectus with respect to the Ally Financial Term Notes.

The "Amortized Face Amount" of a Discount Ally Financial Term Note is the amount equal to:

- the Issue Price of a Discount Ally Financial Term Note set forth in the applicable pricing supplement, plus
- the portion of the difference between the Issue Price and the principal amount of the Discount Ally Financial Term Note that has accrued at the yield to maturity set forth in the pricing supplement (computed in accordance with generally accepted United States bond yield computation principles) at the date the Amortized Face Amount is calculated, but in no event will the Amortized Face Amount of the Discount Ally Financial Term Note exceed its stated principal amount. See also "U.S. Federal Income Tax Consequences—OID."

"Business Day" with respect to any Ally Financial Term Note means, unless otherwise specified in the applicable pricing supplement, any day, other than a Saturday or Sunday, that is not a day on which banking institutions are authorized or required by law, regulation or executive order to be closed in The City of New York.

"Interest Payment Date" with respect to any Ally Financial Term Note means the stated maturity of an installment of interest on such Note.

"Maturity" means the date on which the principal of an Ally Financial Term Note or an installment of principal becomes due and payable in full in accordance with its terms and the terms of the Indenture, whether at its Maturity Date (as defined below) or by declaration of acceleration, call for redemption at our option, repayment at your option, or otherwise.

"Maturity Date" with respect to any Ally Financial Term Note means the stated maturity of such Ally Financial Term Note, as specified on such Ally Financial Term Note.

"Regular Record Date" with respect to:

- any Interest Payment Date for Fixed Rate Ally Financial Term Notes means, unless otherwise specified in the applicable pricing supplement, the first day of the calendar month in which such Interest Payment Date occurs, except that the Regular Record Date with respect to the final Interest Payment Date is the final Interest Payment Date; and
- any Interest Payment Date for Ally Financial Term Notes other than Fixed Rate Ally Financial Term Notes means, unless otherwise specified in the applicable pricing supplement, the date, whether or not a Business Day, 15 calendar days prior to the Interest Payment Date.

Interest and Payments of Principal and Interest

General

As the owner of a beneficial interest in an Ally Financial Term Note, you will receive payment in accordance with the procedures of the Depositary and its participants, in effect from time to time as described under "Description of Ally Financial Term Notes—Book-Entry; Delivery and Form."

Unless otherwise specified in the applicable pricing supplement:

- all interest payments on a certificated Ally Financial Term Note (other than interest on the Maturity Date) will be made by check and mailed by the Company to the person entitled thereto as listed on the Note Register. Payments of principal, premium, if any, and interest, if any, at the Maturity Date will be made in immediately available funds upon surrender of the Ally Financial Term Note at the office of the Paying Agent, provided that such Ally Financial Term Note is presented to the Paying Agent in time for the Paying Agent to make payments in funds in accordance with its normal procedures;
- principal, and premium, if any, and interest, if any, payable at Maturity of an Ally Financial Term Note held in book-entry form will be made by wire transfer in immediately available funds to an account specified by the Depositary; and
- payments of interest on an Ally Financial Term Note held in book-entry form (other than at Maturity) will be made in same-day funds in accordance with existing arrangements between the Paying Agent and the Depositary.

We will pay any administrative costs imposed by banks for payments in immediately available funds, but you will bear any tax, assessment or governmental charge imposed upon payments, including, without limitation, any withholding tax.

Unless otherwise specified in the applicable pricing supplement, if the principal of any Discount Ally Financial Term Note is declared due and payable immediately as described under "Events of Default," the amount of principal due and payable is limited to the aggregate principal amount of the Ally Financial Term Note multiplied by the sum (expressed as a percentage of the aggregate principal amount) of its Issue Price and the discount amortized using the "interest method" (computed in accordance with generally accepted accounting principles in effect on the date of declaration) from the Issue Date to the date of declaration. Special considerations applicable to the Ally Financial Term Notes will be set forth in the applicable pricing supplement.

The Interest Payment Dates for Fixed Rate Ally Financial Term Notes are described below under "Fixed Rate Ally Financial Term Notes—Interest Periods and Payment Dates," and the Interest Payment Dates for Floating Rate Ally Financial Term Notes are described below under "Floating Rate Ally Financial Term Notes— Interest Payment Dates."

Fixed Rate Ally Financial Term Notes

Interest Periods and Payment Dates

Each Fixed Rate Ally Financial Term Note will bear interest from and including its Issue Date at the rate per annum set forth on the Ally Financial Term Note and in the applicable pricing supplement until we pay or make available for payment the principal amount of the Ally Financial Term Note in full. Unless otherwise specified in the applicable pricing supplement, we will pay interest on each Ally Financial Term Note (other than a ZeroCoupon Ally Financial Term Note) either monthly, quarterly, semi-annually or annually on each Interest Payment Date and at Maturity (or on the date of redemption or repayment if an Ally Financial Term Note is repurchased or repaid by us prior to Maturity pursuant to mandatory or optional redemption provisions or the Survivor's Option). Interest will be payable to the person in whose name an Ally Financial Term Note is registered at the close of business on the Regular Record Date immediately preceding each Interest Payment Date; provided, however, that interest payable at Maturity, on a date of redemption or in connection with the exercise of the Survivor's Option will be payable to the person to whom principal shall be payable.

Any payment of principal, premium, if any, or interest, if any, required to be made on a Fixed Rate Ally Financial Term Note on a day which is not a Business Day does not have to be made on that day, but may be made on the next succeeding Business Day with the same force and effect as if made on such day, and no additional interest will accrue as a result of the delayed payment. Unless otherwise specified in the applicable pricing supplement, any interest on Fixed Rate Ally Financial Term Notes will be computed on the basis of a 360-day year of twelve 30-day months. The interest rates that we will agree to pay on newly-issued Ally Financial Term Notes are subject to change without notice by us from time to time, but no such change will affect any Ally Financial Term Notes already issued or as to which an offer to purchase has been accepted by us.

The Interest Payment Dates for an Ally Financial Term Note that provides for fixed rate interest payments are as follows:

Interest Payments	Interest Payment Dates
Monthly	Fifteenth day of each calendar month (or the next Business Day), commencing in the first succeeding calendar month following the month in which the Ally Financial Term Note is issued.
Quarterly	Fifteenth day of every third month (or the next Business Day), commencing in the third succeeding calendar month following the month in which the Ally Financial Term Note is issued.
Semi-annually	Fifteenth day of every sixth month (or the next Business Day), commencing in the sixth succeeding calendar month following the month in which the Ally Financial Term Note is issued.
Annually	Fifteenth day of every twelfth month (or the next Business Day), commencing in the twelfth succeeding calendar month following the month in which the Ally Financial Term Note is issued.

The Regular Record Date with respect to any Interest Payment Date shall be the first day of the calendar month in which such Interest Payment Date occurs, except that the Regular Record Date with respect to the final Interest Payment Date is the final Interest Payment Date.

Each payment of interest on an Ally Financial Term Note includes accrued interest from and including the Issue Date or from and including the last day in respect of which interest has been paid (or duly provided for), to, but excluding, the relevant Interest Payment Date or the Maturity Date, as the case may be.

Floating Rate Ally Financial Term Notes

Interest Rates

Unless otherwise specified in the applicable pricing supplement, each Floating Rate Ally Financial Term Note will bear interest at a rate determined by an interest rate base (the "Base Rate"), which may be adjusted by a Spread and/or a Spread Multiplier (each as defined below).

The "Spread" is the number of basis points (one basis point equals one hundredth of a percentage point) to be added to or subtracted from the Base Rate applicable to the Floating Rate Ally Financial Term Note.

The "Spread Multiplier" is the percentage of the Base Rate applicable to the Floating Rate Ally Financial Term Note used to determine the interest rate on the Floating Rate Ally Financial Term Note.

The "Index Maturity" for any Floating Rate Ally Financial Term Note is the period to maturity of the instrument or obligation from which the Base Rate is calculated and will be specified in the applicable pricing supplement.

Each Floating Rate Ally Financial Term Note and the applicable pricing supplement will specify the Index Maturity and the Spread and/or Spread Multiplier, if any.

We may change the Spread Multiplier, Index Maturity and other variable terms of the Floating Rate Ally Financial Term Notes from time to time, but no change will affect any Ally Financial Term Note already issued or for which we have accepted an offer to purchase.

The applicable pricing supplement will designate one of the following Base Rates for each Floating Rate Ally Financial Term Note:

- the Prime Rate (a "Prime Rate Ally Financial Term Note");
- the Treasury Rate (a "Treasury Rate Ally Financial Term Note"); or
- any other Base Rate or interest rate formula as is set forth in such pricing supplement for such Floating Rate Ally Financial Term Note.

As specified in the applicable pricing supplement, a Floating Rate Ally Financial Term Note may also have:

- a ceiling or upper limitation on the interest rate during any Interest Reset Period ("Maximum Interest Rate") and/or
- a floor or lower limitation on the interest rate during any Interest Reset Period ("Minimum Interest Rate").

Interest rates on a Floating Rate Ally Financial Term Note may not be higher than the maximum rate permitted by applicable law, as the same may be modified by United States law of general application. Under present New York law, the maximum rate of interest, with certain exceptions, for any loan in an amount less than $250,000 is 16% and for any loan equal to or greater than $250,000 and less than $2,500,000 is 25% per annum on a simple interest basis. These limits do not apply to loans of $2,500,000 or more.

Interest Reset Dates

Each Floating Rate Ally Financial Term Note and the applicable pricing supplement will specify if the interest rate on the Floating Rate Ally Financial Term Note will be reset daily, weekly, monthly, quarterly, semiannually or annually (each an "Interest Reset Period") and the date on which the interest rate will be reset (each an "Interest Reset Date"). Unless otherwise specified in the applicable pricing supplement, the Interest Reset Date will be, in the case of Floating Rate Ally Financial Term Notes that reset:

- daily, on each Business Day;

- weekly, on the Wednesday of each week; except in the case of Treasury Rate Ally Financial Term Notes, on the Tuesday of each week (except as provided below);
- monthly, on the third Wednesday of each month;
- quarterly, on the third Wednesday of January, April, July and October;
- semi-annually, on the third Wednesday of the specified two months of each year; and
- annually, on the third Wednesday of the specified month.

The interest rate in effect from the Issue Date to the first Interest Reset Date will be the Initial Interest Rate (as defined below).

Unless otherwise specified in the applicable pricing supplement, if any Interest Reset Date for any Floating Rate Ally Financial Term Note is not a Business Day, the Interest Reset Date will be postponed to the next succeeding Business Day. The interest rate or the formula for establishing the interest rate effective for a Floating Rate Ally Financial Term Note from the Issue Date to the first Interest Reset Date (the "Initial Interest Rate") will be specified in the applicable pricing supplement.

Interest Payment Dates

Except as provided below, and unless otherwise specified in the applicable pricing supplement, we will pay interest:

- in the case of Floating Rate Ally Financial Term Notes with a daily, weekly or monthly Interest Reset Date, daily, on the Wednesday of each week, or on the third Wednesday of each month, respectively, as specified in the applicable pricing supplement;
- in the case of Floating Rate Ally Financial Term Notes with a quarterly Interest Reset Date, on the third Wednesday of January, April, July and October;
- in the case of Floating Rate Ally Financial Term Notes with a semi-annual Interest Reset Date, on the third Wednesday of the specified two months of each year;
- in the case of Floating Rate Ally Financial Term Notes with an annual Interest Reset Date, on the third Wednesday of the specified month; and,
- in each case, at Maturity.

Unless otherwise specified in the applicable pricing supplement, if an Interest Payment Date (other than at Maturity) with respect to any Floating Rate Ally Financial Term Note falls on a day that is not a Business Day, the Interest Payment Date will be postponed to the next succeeding Business Day and no interest will accrue as a result of any delayed payment. Any payment of principal, premium, if any, and interest, if any, required to be made on a Floating Rate Ally Financial Term Note at Maturity that is not a Business Day will be made on the next succeeding Business Day and no interest will accrue as a result of any delayed payment.

Accrued Interest

Unless otherwise specified in the applicable pricing supplement, we will pay interest on each Interest Payment Date or at Maturity for Floating Rate Ally Financial Term Notes equal to the interest accrued from and including the Issue Date or from and including the last Interest Payment Date to which interest has been paid to, but excluding, the Interest Payment Date or Maturity Date (an "Interest Period").

Unless otherwise specified in the applicable pricing supplement, accrued interest on a Floating Rate Ally Financial Term Note will be calculated by multiplying the principal amount of the Floating Rate Ally Financial Term Note by an accrued interest factor. Unless otherwise specified in the applicable pricing supplement, the

accrued interest factor will be computed by adding the interest factors calculated for each day in the Interest Period for which accrued interest is being calculated. Unless otherwise specified in the applicable pricing supplement, the interest factor for each day is computed by dividing the interest rate applicable on such day by 360, in the case of Prime Rate Ally Financial Term Notes, or by the actual number of days in the year, in the case of Treasury Rate Ally Financial Term Notes. Except as set forth above, or in the applicable pricing supplement, the interest rate in effect on each day will be:

- if the day is an Interest Reset Date, the interest rate determined as of the Interest Determination Date (as defined below) immediately preceding this Interest Reset Date; or
- if the day is not an Interest Reset Date, the interest rate determined as of the Interest Determination Date immediately preceding the Interest Reset Date (or if none, the Initial Interest Rate).

Rounding

Unless otherwise specified in the applicable pricing supplement, all interest rates on a Floating Rate Ally Financial Term Note will be expressed as a percentage rounded, if necessary, to the nearest one hundred thousandth of a percent (.0000001), with five one- millionths of a percentage point rounded upward (e.g., 9.876545% (or .09876545) would be rounded to 9.87655% (or .0987655)). All U.S. dollar amounts related to interest on Floating Rate Ally Financial Term Notes will be rounded to the nearest cent.

Interest Determination Dates

Unless otherwise specified in the applicable pricing supplement, the "Interest Determination Date" pertaining to an Interest Reset Date for Prime Rate Ally Financial Term Notes will be the second Business Day preceding the Interest Reset Date; and the Interest Determination Date pertaining to an Interest Reset Date for a Treasury Rate Ally Financial Term Note will be the day of the week in which the Interest Reset Date falls on which direct obligations of the United States ("Treasury Bills") of the applicable Index Maturity (as specified on the face of such Treasury Rate Ally Financial Term Note) are auctioned. Treasury Bills are normally sold at auction on Monday of each week, unless that day is a legal holiday, in which case the auction is normally held on the following Tuesday, except that the auction may be held on the preceding Friday. If, as the result of a legal holiday, an auction is held on the preceding Friday, that Friday will be the Interest Determination Date pertaining to the Interest Reset Date occurring in the next succeeding week.

Unless otherwise specified in the applicable pricing supplement, the "Calculation Date," where applicable, pertaining to an Interest Determination Date will be the earlier of:

- the tenth calendar day after the Interest Determination Date, or, if such day is not a Business Day, the next succeeding Business Day; or
- the Business Day preceding the applicable Interest Payment Date or the Maturity Date.

The applicable pricing supplement shall specify a calculation agent (the "Calculation Agent"), which may be Ally, with respect to any issue of Floating Rate Ally Financial Term Notes. Upon your request, the Calculation Agent will provide the interest rate then in effect and, if determined, the interest rate that will become effective on the next Interest Reset Date with respect to your Floating Rate Ally Financial Term Note. If at any time the Trustee is not the Calculation Agent, we will notify the Trustee of each determination of the interest rate applicable to any Floating Rate Ally Financial Term Note.

Base Rates on Floating Rate Ally Financial Term Notes

The interest rate in effect with respect to a Floating Rate Ally Financial Term Note from the Issue Date to the first Interest Reset Date will be the Initial Interest Rate that is determined in the manner described in the applicable pricing supplement. The interest rate for each subsequent Interest Reset Date will be determined by the Calculation Agent as follows:

Prime Rate Ally Financial Term Notes

Prime Rate Ally Financial Term Notes will bear interest at the rates, calculated with reference to the Prime Rate and the Spread and/or Spread Multiplier, if any, specified in the applicable Prime Rate Ally Financial Term Notes and any applicable pricing supplement.

"Prime Rate" means:

- the rate on the applicable Interest Determination Date as published in H.15 under the heading "Bank Prime Loan"; or
- if the rate referred to in the first clause is not so published by 3:00 p.m., New York City time, on the related Calculation Date, the rate on the applicable Interest Determination Date published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying the applicable rate under the caption "Bank Prime Loan"; or
- if the rate referred to in the second clause is not so published by 3:00 p.m., New York City time, on the related Calculation Date, the rate calculated by the Calculation Agent as the arithmetic mean of the rates of interest publicly announced by at least four banks that appear on the Reuters Screen US PRIME 1 Page as the particular bank's prime rate or base lending rate as of 11:00 a.m., New York City time, on the applicable Interest Determination Date; or
- if fewer than four rates described in the third clause by 3:00 p.m., New York City time, on the related Calculation Date as shown on Reuters Screen US PRIME 1, the rate on the applicable Interest Determination Date calculated by the Calculation Agent as the arithmetic mean of the prime rates or base lending rates quoted on the basis of the actual number of days in the year divided by a 360-day year as of the close of business on the applicable Interest Determination Date by three major banks, which may include affiliates of the Calculation Agent, in New York City selected by the Calculation Agent; or
- if the banks selected by the Calculation Agent are not quoting as mentioned in the fourth clause, the rate in effect on the applicable Interest Determination Date.

"H.15" means the weekly statistical release designated as such, or any successor publication published by the Board of Governors of the Federal Reserve System.

"H.15 Daily Update" means the daily update of H.15 available through the World Wide Web site of the Board of Governors of the Federal Reserve System at http://www.federalreserve.gov/releases/h15/update or any successor site or publication.

"Reuters Screen US PRIME 1 Page" means the display on the Reuter Monitor Money Rates Service or any successor service on the "US PRIME 1 Page" or other page as may replace the US PRIME 1 Page on such service for the purpose of displaying prime rates or base lending rates of major United States banks.

Treasury Rate Ally Financial Term Notes

Treasury Rate Ally Financial Term Notes will bear interest at the interest rate (calculated with reference to the Treasury Rate and the Spread and/or the Spread Multiplier, if any, and subject to the Minimum Interest Rate and the Maximum Interest Rate, if any) specified in the Treasury Rate Ally Financial Term Notes and in the applicable pricing supplement.

Unless otherwise specified in the applicable pricing supplement, the "Treasury Rate" means, with respect to any Interest Determination Date, the rate for the auction held on the Interest Determination Date of direct obligations of the United States ("Treasury Bills") having the Index Maturity designated in the applicable pricing supplement, under the heading "Investment Rate" on the display on Moneyline Telerate (or any successor

service) on Page 56 (or any replacement page) ("Telerate Page 56") or page 57 (or any replacement page) ("Telerate Page 57"). If the rate is not published by 3:00 p.m., New York City time on the Calculation Date pertaining to the Interest Determination Date, the rate will be the Bond Equivalent Yield (as defined below) of the rate for Treasury Bills as published in H.15 Daily Update, or another recognized electronic source displaying the rate, under the caption "U.S. Government Securities/Treasury Bills/Auction High." If the rate is not published in H.15 Daily Update or another electronic source by 3:00 p.m., New York City time, on the related Calculation Date, the rate will be the Bond Equivalent Yield of the auction rate of the Treasury Bills as announced by the United States Department of the Treasury.

In the event that the results of the auction of Treasury Bills having the applicable Index Maturity designated in the applicable pricing supplement are not announced by 3:00 p.m., New York City time, on the Calculation Date or if no auction is held on the Interest Determination Date, then the Treasury Rate will be the Bond Equivalent Yield of the rate on the Treasury Rate Interest Determination Date of Treasury Bills having the Index Maturity specified in the applicable pricing supplement as published in H.15 under the caption "U.S. Government Securities/Treasury Bills/Secondary Market". If the rate is not yet published in H.15 by 3:00 p.m., New York City time, on the related Calculation Date, the rate will be the rate on the Treasury Rate Interest Determination Date of the Treasury Bills as published in H.15 Daily Update, or another recognized electronics source displaying the rate, under the caption "U.S. Government Securities/Treasury Bills/Secondary Market." If the rate is not yet published in H.15, H.15 Daily Update or another recognized electronic source, then the Treasury Rate will be calculated by the Calculation Agent and will be the Bond Equivalent Yield of the arithmetic mean of the secondary market bid rates, as of approximately 3:30 p.m., New York City time, on the Interest Determination Date, of three leading primary United States government securities dealers selected by the Calculation Agent, after consultation with us, for the issue of Treasury Bills with a remaining maturity closest to the Index Maturity designated in the applicable pricing supplement. If the dealers selected by the Calculation Agent are not quoting bid rates, the interest rate for the applicable period will be the interest rate in effect on such Interest Determination Date.

"Bond Equivalent Yield" means a yield (expressed as a percentage) calculated using the following formula:

$$\text{Bond Equivalent Yield} = \frac{D \times N \times 100}{360 - (D \times M)}$$

where "D" refers to the applicable per annum rate for Treasury Bills quoted on a bank discount basis, "N" refers to 365 or 366, as the case may be, and "M" refers to the actual number of days in the applicable Interest Reset Period.

Discount Ally Financial Term Notes

If we issue Ally Financial Term Notes at an Issue Price that is less than the principal amount of the Ally Financial Term Notes, we may designate those Ally Financial Term Notes as "Discount Ally Financial Term Notes" in the applicable pricing supplement. Discount Ally Financial Term Notes may currently pay no interest (in the case of a Discount Ally Financial Term Note that is a Zero-Coupon Ally Financial Term Note) or interest at a rate which is below market rates at the time of issuance. Additional considerations relating to Discount Ally Financial Term Notes will be described in the applicable pricing supplement. See also "U.S. Federal Income Tax Consequences—OID Ally Financial Term Notes" for certain U.S. federal income tax consequences of the ownership and disposition of certain Discount Ally Financial Term Notes.

In order to determine if holders of the requisite amount of outstanding Ally Financial Term Notes under the Indenture have made a demand or given a notice or waiver or taken any other action, where a specified percentage of principal amount outstanding is required, the outstanding principal amount of any Discount Ally Financial Term Note will be its Amortized Face Amount.

Redemption and Repayment

Unless otherwise provided in the applicable pricing supplement:

- we will not have the option to redeem the Ally Financial Term Notes and the holders will not have the option to require repayment of the Ally Financial Term Notes prior to the Maturity Date;
- the Ally Financial Term Notes will not be subject to any sinking fund;
- if less than all of the Ally Financial Term Notes with like tenor and terms are to be redeemed, the Ally Financial Term Notes to be redeemed shall be selected by the Trustee by a method that the Trustee deems fair and appropriate, provided that if the Ally Financial Term Notes are held in book-entry, such selection shall be made in accordance with the procedures of DTC;
- in order for an Ally Financial Term Note which is prepayable at the option of the holder to be prepaid, we must receive between 30 and 45 days' notice prior to the repayment date, and the Global Ally Financial Term Note with the form entitled "Option to Elect Repayment" duly completed; and
- the amount of any Discount Ally Financial Term Note payable upon redemption by us, repayment at your option or acceleration of Maturity, in lieu of the stated principal amount due at the Maturity Date, unless otherwise specified in the applicable pricing supplement, will be the Amortized Face Amount of the Discount Ally Financial Term Note as of the date of the redemption, repayment or acceleration.

If applicable, the pricing supplement relating to each Ally Financial Term Note will indicate that the Ally Financial Term Note will be redeemable at our option or repayable at your option on a date or dates specified prior to its Maturity Date and, unless otherwise specified in the pricing supplement, at a price equal to 100% of the principal amount of the Ally Financial Term Note, together with accrued interest to the date of redemption or repayment, unless such Ally Financial Term Note was issued with original issue discount, in which case the pricing supplement will specify the amount payable upon such redemption or repayment.

For a series of Ally Financial Term Notes that are redeemable, such series may be redeemed upon not less than 30 nor more than 60 days' notice to holders of such Notes. The Company shall give notice to the Trustee not less than 60 days prior to the date designated for redemption of such series of Ally Financial Term Notes to be redeemed. Except as provided in the applicable pricing supplement, such notice to the Trustee shall be irrevocable. Upon receipt of such notice from the Company, the Trustee shall cause such notice of such redemption to be given to holders of the Notes in accordance with the customary procedures of the Depositary.

Exercise of your repayment option, if applicable, is irrevocable. You may not exercise the repayment option except in principal amounts of $1,000 and multiples of $1,000. With respect to the Ally Financial Term Notes, the Depositary's nominee is the holder of the Ally Financial Term Notes and therefore will be the only entity that can exercise a right to repayment. See "Description of Ally Financial Term Notes—Book-Entry; Delivery and Form." In order to ensure that the Depositary's nominee will timely exercise a right to repayment with respect to your beneficial interest in an Ally Financial Term Note, you, as the beneficial owner of the interest, must instruct the broker or other direct or indirect participant through which you hold a beneficial interest in the Ally Financial Term Note to notify the Depositary of your desire to exercise a right to repayment. Different firms have different cut-off times for accepting instructions from their customers, and accordingly, you should consult the broker or other direct or indirect participant through which you hold an interest in an Ally Financial Term Note in order to ascertain the cut-off time by which you must give an instruction in order for timely notice to be delivered to the Depositary. Conveyance of notices and other communications by the Depositary to participants, by participants to indirect participants and by participants and indirect participants to you, as a beneficial owner of the Ally Financial Term Notes will be governed by agreements among you and them, subject to any statutory or regulated requirements as may be in effect from time to time.

If applicable, we will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations in connection with any repurchase.

We may repurchase Ally Financial Term Notes at any time (including those otherwise tendered for repayment by you or your duly authorized representative pursuant to the Survivor's Option, see "Repayment upon Death") at any price or prices in the open market or otherwise. Ally Financial Term Notes purchased by us may, at our discretion, be held or resold or surrendered to the Trustee for cancellation.

Repayment upon Death—The Survivor's Option

The "Survivor's Option" is a provision in certain Ally Financial Term Notes pursuant to which we agree to repay an Ally Financial Term Note in that series, if requested by the authorized representative of the beneficial owner of that Ally Financial Term Note (the "Representative") following the death of the beneficial owner of the Ally Financial Term Note, so long as the Ally Financial Term Note was owned by that beneficial owner at least six months prior to his or her death. The pricing supplement relating to each offering of Ally Financial Term Notes will state whether the Survivor's Option applies to those Ally Financial Term Notes.

If an Ally Financial Term Note is entitled to a Survivor's Option, upon the valid exercise of the Survivor's Option and the proper tender of that Ally Financial Term Note for repayment, we will repay that Ally Financial Term Note, in whole or in part, at a price equal to 100% of the principal amount of the deceased beneficial owner's interest in that Ally Financial Term Note plus unpaid interest accrued to the date of repayment (or at a price equal to the Amortized Face Amount for Discount Ally Financial Term Notes and Zero-Coupon Ally Financial Term Notes on the date of such repayment).

To be valid, within one year of the date of death of the deceased beneficial owner, the Survivor's Option must be exercised by or on behalf of the person who has authority to act on behalf of the deceased beneficial owner of the Ally Financial Term Note (including, without limitation, the personal representative or executor of the deceased beneficial owner or the surviving joint owner with the deceased beneficial owner) under the laws of the applicable jurisdiction.

The death of a person holding a beneficial ownership interest in an Ally Financial Term Note as a joint tenant or tenant by the entirety with another person, or as a tenant in common with the deceased holder's spouse, will be deemed the death of a beneficial owner of that Ally Financial Term Note, and the entire principal amount of the Ally Financial Term Note so held will be subject to repayment, together with interest accrued thereon to the repayment date. However, the death of a person holding a beneficial ownership interest in an Ally Financial Term Note as tenant in common with a person other than such deceased holder's spouse will be deemed the death of a beneficial owner only with respect to such deceased person's interest in the Ally Financial Term Note. The death of a person who, during his or her lifetime, was entitled to substantially all of the beneficial interests of ownership of an Ally Financial Term Note, will be deemed the death of the holder thereof for purposes of this provision, regardless of the registered holder, if such beneficial interest can be established to the satisfaction of the Trustee. Such beneficial interest will be deemed to exist in typical cases of nominee ownership, ownership under the Uniform Gifts to Minors Act, community property or other joint ownership arrangements between a husband and wife and trust arrangements, such as revocable trusts, where one person has substantially all of the beneficial ownership interest in the Ally Financial Term Note during his or her lifetime and the trust has the same social security number as the deceased. For purposes of clarification, trustees of trusts originally established as irrevocable trusts are not eligible to exercise the Survivor's Option nor may the Survivor's Option be exercised where Ally Financial Term Notes have been transferred from the estate of the deceased owner by operation of a Transfer on Death. Other than as specifically described in this paragraph, no person other than a Representative of the deceased beneficial owner can exercise the Survivor's Option.

We may, in our sole discretion, limit the aggregate principal amount of Ally Financial Term Notes as to which exercises of the Survivor's Option will be accepted by us from authorized representatives of all deceased beneficial owners in any calendar year (the "Annual Put Limitation") to two percent (2%) of the outstanding aggregate principal amount of the Ally Financial Term Notes as of the end of the most recent fiscal year, but not less than $1,000,000 in any such calendar year, or such greater amount as we in our sole discretion may

determine for any calendar year, and may limit to $250,000, or such greater amount as we in our sole discretion may determine for any calendar year, the aggregate principal amount of Ally Financial Term Notes (or portions thereof) as to which exercise of the Survivor's Option will be accepted by us from the authorized representative of any individual deceased beneficial owner of Ally Financial Term Notes in the calendar year (the "Individual Put Limitation"). Moreover, we will not make principal repayments or purchases pursuant to the exercise of the Survivor's Option in amounts that are less than $1,000, and, in the event that the limitations described in the preceding sentence would result in the partial repayment or purchase of any Ally Financial Term Note, the principal amount of such Ally Financial Term Note remaining outstanding after repayment must be at least $1,000 (the minimum authorized denomination of the Ally Financial Term Notes). Any Ally Financial Term Note (or portion thereof) tendered pursuant to exercise of the Survivor's Option may be withdrawn by a written request by the representative of the deceased owner received at least 10 calendar days prior to the repayment date of the Ally Financial Term Note.

Each Ally Financial Term Note (or portion of an Ally Financial Term Note) that is tendered pursuant to a valid exercise of the Survivor's Option will be accepted promptly in the order in which such Ally Financial Term Notes are tendered, except for any Ally Financial Term Note (or portion of an Ally Financial Term Note) the acceptance of which would contravene (i) the Annual Put Limitation or (ii) the Individual Put Limitation with respect to the relevant individual deceased beneficial owner of the Ally Financial Term Notes. If, as of the end of any calendar year, the aggregate principal amount of Ally Financial Term Notes (or portions of an Ally Financial Term Note) that have been accepted pursuant to exercises of the Survivor's Option during such year has not exceeded the Annual Put Limitation for the year, any exercise(s) of the Survivor's Option with respect to Ally Financial Term Notes (or portions of an Ally Financial Term Note) not accepted during the calendar year because acceptance would have contravened the Individual Put Limitation with respect to an individual beneficial deceased owner of Ally Financial Term Notes will be accepted in the order in which all such Ally Financial Term Notes (or portions of an Ally Financial Term Note) were tendered, to the extent that any such exercise would not trigger the Annual Put Limitation for the calendar year. Any Ally Financial Term Note (or portion of an Ally Financial Term Note) accepted for repayment pursuant to exercise of the Survivor's Option will be repaid on the repayment date, which shall be the first Interest Payment Date that occurs 20 or more calendar days after the date of acceptance or, if earlier, on the maturity date for such Ally Financial Term Note. Each Ally Financial Term Note (or any portion of an Ally Financial Term Note) tendered for repayment that is not accepted in any calendar year due to the Annual Put Limitation, including Ally Financial Term Notes that exceeded the Individual Put Limitation, will be deemed to be tendered in the following calendar year in the order in which all such Ally Financial Term Notes (or portions of an Ally Financial Term Note) were originally tendered, unless any Ally Financial Term Note (or portion of an Ally Financial Term Note) is withdrawn by the Representative for the deceased owner at least 10 calendar days prior to the repayment date for such Ally Financial Term Note. In the event that an Ally Financial Term Note (or any portion of an Ally Financial Term Note) tendered for repayment pursuant to a valid exercise of the Survivor's Option is not accepted, the Trustee will deliver a notice by first- class mail to the authorized Representative of the deceased beneficial owner that states the reason the Ally Financial Term Note (or portion of an Ally Financial Term Note) has not been accepted for payment.

Subject to the foregoing, in order for a Survivor's Option to be validly exercised with respect to any Ally Financial Term Note (or portion thereof), the Trustee must receive from the Representative of the deceased beneficial owner within one year of the date of death of the beneficial owner:

(1) an original written request for repayment signed by the Representative of the deceased beneficial owner, and the signature must be medallion guaranteed by a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority ("FINRA") or a commercial bank or trust company having an office or correspondent in the United States;

(2) tender of the Ally Financial Term Note (or portion of the Ally Financial Term Note) to be repaid;

(3) appropriate evidence satisfactory to the Trustee and the Company that (a) the Representative has authority to act on behalf of the deceased beneficial owner, (b) the death of the beneficial owner has occurred (i.e., an original death certificate), (c) the deceased was the beneficial owner of the Ally Financial

Term Note at the time of death and that the Ally Financial Term Note was owned by the deceased beneficial owner at least six months prior to the death of such beneficial owner (i.e., a brokerage account statement) and (d) the Ally Financial Term Note is owned at the time of exercise of the Survivor's Option by the estate of the deceased beneficial owner or other person otherwise eligible to exercise such Survivor's Option (i.e., a brokerage account statement);

(4) if applicable, a properly executed assignment or endorsement;

(5) if the beneficial interest in the Ally Financial Term Note is held by a nominee of the deceased beneficial owner, a certificate satisfactory to the Trustee and the Company from such nominee attesting to the deceased's beneficial ownership of the Ally Financial Term Note;

(6) tax waivers and any other instrument or documents that the Trustee and the Company reasonably requires in order to establish the validity of the beneficial ownership of the Ally Financial Term Note and the claimant's entitlement to payment; and

(7) any additional information the Trustee and the Company reasonably requires to evidence satisfaction of any conditions to the exercise of the Survivor's Option or to document beneficial ownership or authority to make the election and to cause the repayment of the Ally Financial Term Note.

Subject to our right to limit the aggregate principal amount of Ally Financial Term Notes as to which exercises of the Survivor's Option will be accepted in any one calendar year, all questions as to the eligibility or validity of any exercise of the Survivor's Option will be determined by the Trustee and the Company, in their sole discretion, which determination will be final and binding on all parties.

In the case of repayment pursuant to the exercise of the Survivor's Option, for Ally Financial Term Notes represented by a Global Ally Financial Term Note, the Depositary or its nominee will be the holder of the Ally Financial Term Note and will be the only entity that can exercise the Survivor's Option for the Ally Financial Term Note. To obtain repayment pursuant to exercise of the Survivor's Option with respect to the Ally Financial Term Note, the Representative must provide to the broker or other entity through which the beneficial interest in the Ally Financial Term Note is held by the deceased owner within one year of the date of death of the beneficial owner of the Ally Financial Term Note:

(1) the documents described in clauses (1), (3), (5), (6) and (7) of the third preceding paragraph; and

(2) instructions to such broker or other entity to notify the Depositary of the Representative's desire to obtain repayment pursuant to exercise of the Survivor's Option.

Such broker or other entity will provide to the Trustee:

(1) the documents received from the Representative referred to in clause (1) of the preceding paragraph;

(2) a certificate satisfactory to the Trustee from such broker or other entity stating that it represents the deceased beneficial owner;

(3) a detailed description of the Ally Financial Term Note, including CUSIP, interest rate, if any, Maturity Date; and

(4) the deceased's social security number.

The broker or other entity will be responsible for disbursing any payments it receives pursuant to exercise of the Survivor's Option to the appropriate Representative. See "Description of Ally Financial Term Notes—Book- Entry; Delivery and Form."

A Representative may obtain the forms used to exercise the Survivor's Option from The Bank of New York Mellon, Survivor Options Processing - 9th floor, 2001 Bryan Street, Dallas, Texas 75201 or call (800) 254-2826, during normal business hours.

Eligibility for Stripping

Certain issues of Ally Financial Term Notes designated by us (the "Eligible Ally Financial Term Notes") will be eligible to be separated ("stripped") into their separate Interest Components and Principal Components (each as defined below) on the book-entry system of the Depositary. The components of an Eligible Ally Financial Term Note are:

- each future interest payment due on or prior to the Maturity Date or, if the Eligible Ally Financial Term Note is subject to redemption or principal repayment prior to the Maturity Date, the first date on which the Eligible Ally Financial Term Note is subject to redemption or repayment (in either case, the "Cut-off Date") (each, an "Interest Component"); and
- the principal payment plus any interest payments due after the Cut-off Date (the "Principal Component").

Each Interest Component and Principal Component (each a "Component") will receive a CUSIP number.

An issue of Ally Financial Term Notes that the Depositary is capable of stripping on its book-entry records may be designated by us as eligible to be stripped into Components at the time of original issuance of such Ally Financial Term Notes. We are under no obligation, however, to designate any issue of Ally Financial Term Notes as eligible to be stripped into Components.

For an Eligible Ally Financial Term Note to be stripped into Components, the principal amount of the Eligible Ally Financial Term Note must be in an amount that, based on the stated interest rate of the Eligible Ally Financial Term Note, will produce an interest payment of $1,000 or an integral multiple thereof on each Interest Payment Date for the Ally Financial Term Note.

In some cases, certain Interest Components of two or more issues of Ally Financial Term Notes may be due on the same day. Such Interest Components may have the same or different CUSIP numbers. We expect that most Interest Components due on the same day (regardless of Ally Financial Term Note issue) will have the same CUSIP number. However, we may designate Interest Components from an issue of Ally Financial Term Notes to receive CUSIP numbers different than the CUSIP numbers of Interest Components due on the same day from one or more other issues of Ally Financial Term Notes. We also may designate at any time that any or all Interest Components of issues of Ally Financial Term Notes originally issued on or after a specified time will have CUSIP numbers different than Interest Components of issues of Ally Financial Term Notes originally issued prior to that time.

The Components may be maintained and transferred on the book-entry system of DTC in integral multiples of $1,000. Payments on Components will be made in U.S. dollars on the applicable payment dates (or the succeeding Business Day if payment on the related Ally Financial Term Note is made on such succeeding Business Day as defined in "Description of Ally Financial Term Notes—Glossary") by credit of the payment amount to DTC or its nominee, as the case may be, as the registered owner of a Component. We expect that we will credit the accounts of the related participants for payment amounts in the same manner as for Ally Financial Term Notes represented by a Global Ally Financial Term Note as set forth in "Description of Ally Financial Term Notes—Book-Entry; Delivery and Form."

If any modification, amendment or supplement of the terms of an issue of Ally Financial Term Notes requires any consent of holders of Ally Financial Term Notes, the consent with respect to Ally Financial Term Notes that have been stripped is to be provided by the required percentage of the holders of Principal Components. See "Modification of the Indenture." Holders of Interest Components will have no right to give or withhold such consent.

Currently, at the request of a holder of a Principal Component and all applicable unmatured Interest Components and on the Component holder's payment of a fee (presently the Depositary's fee applicable to on-line book-entry securities transfers), the Depositary will restore ("reconstitute") the Principal Components of

a stripped Ally Financial Term Note and the applicable unmatured Interest Components (all in appropriate amounts) to the Ally Financial Term Note in fully constituted form. Generally, for purposes of reconstituting an Ally Financial Term Note, the Principal Component of an issue of Ally Financial Term Notes may be combined with either Interest Components of such issue or Interest Components, if any, from other issues of Ally Financial Term Notes that have the same CUSIP numbers as the unmatured Interest Components of such issue. Component holders wishing to reconstitute Components into an Ally Financial Term Note also must comply with all applicable requirements and procedures of the Depositary relating to the stripping and reconstitution of securities.

The preceding discussion is based on our understanding of the manner in which the Depositary currently strips and reconstitutes eligible securities on its Federal Book-Entry System. The Depositary may cease stripping or reconstituting Eligible Ally Financial Term Notes or may change the manner in which this is done or the requirements, procedures or charges therefor at any time without notice.

Certain Covenants

Limitation on Liens

The Ally Financial Term Notes are not secured by a mortgage, pledge or other lien. So long as any of the Ally Financial Term Notes remain outstanding, we have agreed not to pledge or otherwise subject our property or assets to any lien unless the Ally Financial Term Notes are secured by such pledge or lien equally and ratably with any and all other obligations and indebtedness secured thereby so long as any such other obligations and indebtedness shall be so secured. This covenant does not apply to:

- the pledge of any assets to secure any financing by Ally of the exporting of goods to or between, or the marketing thereof in, foreign countries (other than Canada), in connection with which Ally reserves the right, in accordance with customary and established banking practice, to deposit, or otherwise subject to a lien, cash, securities or receivables, for the purpose of securing banking accommodations or as to the basis for the issuance of bankers' acceptances or in aid of other similar borrowing arrangements;
- the pledge of receivables payable in foreign currencies (other than Canadian dollars) to secure borrowings in foreign countries (other than Canada);
- any deposit of assets of Ally with any surety company or clerk of any court, or in escrow, as collateral in connection with, or in lieu of, any bond on appeal by Ally from any judgment or decree against it, or in connection with other proceedings in actions at law or in equity by or against Ally;
- any lien or charge on any property, tangible or intangible, real or personal, existing at the time of acquisition of such property (including acquisition through merger or consolidation) or given to secure the payment of all or any part of the purchase price thereof or to secure any indebtedness incurred prior to, at the time of, or within 60 days after, the acquisition thereof for the purpose of financing all or any part of the purchase price thereof; and
- any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any lien, charge or pledge referred to in the foregoing four clauses of this paragraph; provided, however, that the amount of any and all obligations and indebtedness secured thereby shall not exceed the amount thereof so secured immediately prior to the time of such extension, renewal or replacement and that such extension, renewal or replacement shall be limited to all or a part of the property which secured the charge or lien so extended, renewed or replaced (plus improvements on such property).

Merger and Consolidation

The Indenture provides that Ally will not merge or consolidate with another corporation or sell or convey all or substantially all of Ally's assets to any person unless either Ally is the continuing corporation or the new corporation is a domestic corporation and shall expressly assume the interest and principal due under the Ally

Financial Term Notes and other covenants and conditions. In either case, the Indenture provides that neither we nor a successor corporation, as applicable, may be in default of performance immediately after such merger or consolidation or sale or conveyance. Additionally, the Indenture provides that in the case of any such merger or consolidation, or sale or conveyance, either we or the successor company, as applicable, may continue to issue Ally Financial Term Notes under the Indenture.

Modification of the Indenture

The Indenture contains provisions permitting Ally and the Trustee to modify or amend the Indenture or any supplemental indenture or the rights of the holders of the Ally Financial Term Notes issued, with the consent of the holders of not less than 66 2/3% in aggregate principal amount of the Ally Financial Term Notes which are affected by such modification or amendment, voting as one class, provided that no such modification shall:

- change the fixed maturity of any Ally Financial Term Note, or reduce its principal amount or any premium, or reduce its rate or extend the time of payment of interest, without the consent of the holder of each affected Ally Financial Term Note;
- impair the right to institute enforcement of any such payment on or after the stated maturity thereof (or in the case of a redemption, on or after the redemption date thereof); or
- reduce the aforesaid percentage of Ally Financial Term Notes the consent of the holders of which is required for such modification, or the percentage required for the consent of the holders to waive defaults, without the consent of the holders of each Ally Financial Term Note so affected.

The Indenture contains provisions permitting Ally and the Trustee to enter into indentures supplemental to the Indenture, without the consent of the holders of the Ally Financial Term Notes at the time outstanding, for one or more of the following purposes, including:

- to evidence the succession of another corporation to Ally, or successive succession, and the assumption by any successor corporation of certain covenants, agreements and obligations;
- to add to the covenants such further covenants, restrictions, conditions or provisions as Ally's board of directors and the Trustee shall consider to be for the protection of the holders of Ally Financial Term Notes;
- to permit or facilitate the issuance of Ally Financial Term Notes, whether or not then outstanding, in coupon form, registrable or not registrable as to principal, and to provide for exchangeability of such securities with securities issued thereunder in fully registered form and to make all appropriate changes for such purpose;
- to cure any ambiguity or to correct or supplement any provision contained therein or in any supplemental indenture which may be defective or inconsistent with any other provision contained therein or in any supplemental indenture; to convey, transfer, assign, mortgage or pledge any property to or with the Trustee; or to make such other provisions in regard to matters or questions arising under the Indenture as shall not adversely affect the interests of the holders of any Ally Financial Term Notes; or
- to evidence and provide for the acceptance and appointment by a successor trustee.

Events of Default

An Event of Default with respect to a particular series of Ally Financial Term Notes is defined in the Indenture as a:

- default in payment of any principal of, or premium, if any, on any Ally Financial Term Notes of such series;
- default for 30 days in payment of any interest on any of the Ally Financial Term Notes of such series;

- default in the performance of any other covenant in the Indenture or the Ally Financial Term Notes of such series for 30 days after notice by the Trustee or the holders of at least 25% in aggregate principal amount of the Ally Financial Term Notes of such series then outstanding; or
- certain events of bankruptcy, insolvency or reorganization.

In case any of the first, second or third Events of Default above shall have occurred and be continuing with respect to the Ally Financial Term Notes, the Trustee or the holders of not less than 25% in aggregate principal amount of the Ally Financial Term Notes of all series affected thereby then outstanding may declare the principal amount of the Ally Financial Term Notes affected thereby due and payable. In case an Event of Default as set out in the fourth Event of Default above shall occur and be continuing, the Trustee or the holders of not less than 25% in aggregate principal amount of all Ally Financial Term Notes then outstanding, voting as a single class, may declare the principal of all outstanding Ally Financial Term Notes to be due and payable (subject to any lesser amount as may be specified in the terms of any Discount Ally Financial Term Notes). Any Event of Default with respect to the Ally Financial Term Notes may be waived and a declaration of acceleration of payment rescinded by the holders of a majority in aggregate principal amount of the series of Ally Financial Term Notes, or of all outstanding Ally Financial Term Notes, as the case may be, if sums sufficient to pay all amounts due other than amounts due upon acceleration (subject to any lesser amount as may be specified in the terms of any Discount Ally Financial Term Notes) are provided to the Trustee and all defaults are remedied. We are required to annually file with the Trustee a certificate as to the absence of certain defaults under the terms of the Indenture.

The trustee may withhold notice of any default with respect to any series of Ally Financial Term Notes (except a default in payment of principal of (premium, if any) or interest, if any, on the Ally Financial Term Notes of such series) if the board of directors or executive committee or a trust committee of directors or trustees and/or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interests of the holders of Ally Financial Term Notes of such series.

Subject to the provisions of the Indenture relating to the duties of the Trustee, if an Event of Default occurs and continues, the Trustee is under no obligation to exercise any rights or powers under the Indenture at the request, order or direction of any of the holders of Ally Financial Term Notes, unless such holders of Ally Financial Term Notes have offered the Trustee reasonable indemnity or security.

Subject to provisions for the indemnification of the Trustee and to other limitations, the holders of a majority in principal amount of the Ally Financial Term Notes of any or all series affected (voting as one class) at the time outstanding have the right to direct the time, method and place of any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee.

Satisfaction and Discharge; Defeasance

We may be discharged from our obligations on the Ally Financial Term Notes of any series if (a)(1) we deliver to the Trustee for cancellation all Ally Financial Term Notes of any series theretofore authenticated (other than any Ally Financial Term Notes of such series appertaining thereto which shall have been destroyed, lost or stolen and which shall have been replaced or paid as provided in the Indenture) or (2) all such Ally Financial Term Notes of such series not theretofore delivered to the Trustee for cancellation shall have become due and payable, or are by their terms to become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption and (b) we deposit or cause to be deposited with the Trustee as trust funds the entire amount (other than moneys repaid by the Trustee or any paying agent to us in accordance with the Indenture) sufficient to pay at maturity or upon redemption all Ally Financial Term Notes of such series not theretofore delivered to the Trustee for cancellation, including principal (and premium, if any) and interest, if any, due or to become due to such date of maturity or date fixed for redemption, as the case may be, and any other sums payable under the Indenture.

The Indenture contains a provision that permits us to elect, if provided in the applicable supplemental indenture or officers' certificate establishing the terms of such series, either (a) to be discharged from all of our obligations with respect to all the outstanding Ally Financial Term Notes of any such series or (b) to be released from our obligation to comply with any term, provision, condition or covenant in the applicable supplemental indenture or officers' certificate establishing the terms of such series. To make either of the above elections, and except as otherwise specified by the applicable supplemental indenture or officers' certificate establishing the terms of such series, we must have:

(1) either (A) with respect to all outstanding Ally Financial Term Notes of such series, (i) deposited or caused to be deposited with the Trustee as trust funds in trust for the purpose an amount sufficient to pay and discharge the entire indebtedness of all outstanding Ally Financial Term Notes of such series for principal (and premium, if any) and interest, if any, to the stated maturity or any redemption date as contemplated in the paragraph below, as the case may be; or (ii) deposited or caused to be deposited with the Trustee as obligations in trust for the purpose such amount of direct noncallable obligations of, or noncallable obligations the payment of principal of and interest on which is fully guaranteed by, the United States of America, or to the payment of which obligations or guarantees the full faith and credit of the United States of America is pledged, maturing as to principal and interest in such amounts and at such times as will, together with the income to accrue thereon (but without reinvesting any proceeds thereof), be sufficient to pay and discharge the entire indebtedness on all outstanding Ally Financial Term Notes of such series for principal (and premium, if any), interest, if any, to the stated maturity or any redemption date as contemplated in the paragraph below, as the case may be; or (B) properly fulfilled such other terms and conditions to the satisfaction and discharge as is specified in the applicable supplemental indenture or officers' certificate establishing the terms of such series, as applicable to the Ally Financial Term Notes of such series, (2) paid or caused to be paid all other sums payable with respect to the outstanding Notes of such series, and (3) delivered to the Trustee an officer's certificate and opinions of counsel as specified in the Indenture.

Any deposits with the Trustee referred to in (1)(A) above shall be irrevocable and shall be made under the terms of an escrow trust agreement in form and substance satisfactory to the Trustee. If any outstanding Ally Financial Term Notes of such series are to be redeemed prior to their stated maturity, whether pursuant to any optional redemption provisions or in accordance with any mandatory sinking fund requirement or otherwise, the applicable escrow trust agreement shall provide therefore and we shall make such arrangements as are satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at our expense.

Concerning the Trustee

The Bank of New York Mellon (as successor to JPMorgan Chase Bank, N.A.) is the Trustee under the Indenture. The Bank of New York Mellon currently acts on other agreements with Ally in a variety of roles including as a bank, fiduciary and in an agency capacity and such relationships change from time to time.

As trustee of various trusts, The Bank of New York Mellon has purchased our securities and securities of certain of our affiliates.

Concerning the Paying Agents

We shall maintain one or more Paying Agents for the payment of principal of, and premium, if any, and interest, if any, on, the Ally Financial Term Notes. We have appointed The Bank of New York Mellon as our Paying Agent for the Ally Financial Term Notes. We reserve the right, subject to the terms of the Ally Financial Term Notes of any series, to terminate such appointment at any time as to such series and to appoint any other Paying Agent in respect of such notes.

Book-Entry; Delivery and Form

Global Ally Financial Term Notes

Upon issue, all Fixed Rate Ally Financial Term Notes having the same Issue Date, interest rate, if any, amortization schedule, if any, Maturity Date and other terms, if any, will be represented by one or more fully

registered global Ally Financial Term Notes and all Floating Rate Ally Financial Term Notes having the same Issue Date, Initial Interest Rate, Base Rate, Interest Period, Interest Payment Dates, Index Maturity, Spread and/ or Spread Multiplier, if any, Minimum Interest Rate, if any, Maximum Interest Rate, if any, Maturity Date and other terms, if any, will be represented by one or more fully registered global Ally Financial Term Note (each such registered global note, a "Global Ally Financial Term Note"); provided, that no single Global Ally Financial Term Note will exceed $500,000,000.

The Depositary

Each Global Ally Financial Term Note will be deposited with, or on behalf of, DTC or such other depositary as selected by Ally (DTC or such other depositary as is specified in the applicable pricing supplement is referred to as the "Depositary") and registered in the name of Cede & Co., DTC's nominee, or such other Depositary's nominee as specified in the applicable pricing supplement. Beneficial interests in the Global Ally Financial Term Notes will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC or such other Depositary. Except as set forth below, the Global Ally Financial Term Notes may be transferred, in whole and not in part, only to another nominee of the Depositary or to a successor of the Depositary or its nominee. Each such Global Ally Financial Term Note will be deposited with, or on behalf of, the Depositary and registered in the name of the Depositary or its nominee.

The Depositary has advised as follows: it is a limited-purpose trust company which was created to hold securities for its participating organizations and to facilitate the clearance and settlement of securities transactions between participants in such securities through electronic book-entry changes in accounts of its participants. Participants include:

- securities brokers and dealers, including the Agents;
- banks and trust companies;
- clearing corporations; and
- certain other organizations.

Access to the Depositary's system is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly. Persons who are not participants may beneficially own securities held by the Depositary only through participants or indirect participants.

Ownership of Global Ally Financial Term Notes

The Depositary advises that pursuant to procedures established by it:

- upon issuance of the Ally Financial Term Notes represented by a Global Ally Financial Term Note, the Depositary will credit the account of participants designated by the Agents with the principal amounts of the Ally Financial Term Notes purchased by the Agents; and
- ownership of beneficial interests in the Global Ally Financial Term Note will be shown on, and the transfer of that ownership will be effected only through, records maintained by the Depositary (with respect to participants' interests), the participants and the indirect participants (with respect to the owners of beneficial interests in the Global Ally Financial Term Note).

The laws of some states require that certain persons take physical delivery in definitive form of securities which they own. Consequently, the ability to transfer beneficial interests in the Global Ally Financial Term Note is limited to such extent.

As long as the Depositary's nominee is the registered owner of the Global Ally Financial Term Note, such nominee for all purposes will be considered the sole owner or holder of the Ally Financial Term Notes under the Indenture. Except as provided below, you will not:

- be entitled to have any of the Ally Financial Term Notes registered in your name;
- receive or be entitled to receive physical delivery of the Ally Financial Term Notes in definitive form; or
- be considered the owners or holders of the Ally Financial Term Notes under the Indenture.

Neither we, the Trustee, any Paying Agent nor the Depositary will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of the Global Ally Financial Term Note, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments

Except as otherwise set forth in a pricing supplement, principal, premium, if any, and interest payments on the Ally Financial Term Notes registered in the name of the Depositary's nominee will be made by the Trustee to the Depositary's nominee as the registered owner of the Global Ally Financial Term Note. Under the terms of the Indenture, we and the Trustee will treat the persons in whose names the Ally Financial Term Notes are registered as the owners of the Ally Financial Term Notes for the purpose of receiving payment of principal, premium, if any, and interest on the Ally Financial Term Notes and for all other purposes whatsoever. Therefore, we do not have, and neither the Trustee nor any Paying Agent has, any direct responsibility or liability for the payment of principal or interest on the Ally Financial Term Notes to owners of beneficial interests in the Global Ally Financial Term Note. The Depositary has advised us and the Trustee that its present practice is, upon receipt of any payment of principal or interest, to immediately credit the accounts of the participants with such payment in amounts proportionate to their respective holdings in principal amount of beneficial interests in the Global Ally Financial Term Note as shown on the records of the Depositary.

Payments by participants and indirect participants to owners of beneficial interests in the Global Ally Financial Term Note will be the responsibility of such participants and indirect participants and will be governed by their standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name."

Certificated Ally Financial Term Notes

Individual certificates in respect of Ally Financial Term Notes will not be issued in exchange for the Global Ally Financial Term Notes, except in very limited circumstances. If the Depositary notifies us that it is unwilling or unable to continue as a clearing system in connection with a Global Ally Financial Term Note or, if the Depositary ceases to be a clearing agency registered under the Exchange Act, and we do not appoint a successor clearing system within 90 days after receiving such notice from the Depositary or on becoming aware that Depositary is no longer so registered, we will issue or cause to be issued individual certificates in registered form on registration of, transfer of, or in exchange for, book-entry interests in the Ally Financial Term Notes represented by the Global Ally Financial Term Note upon delivery of the Global Ally Financial Term Note for cancellation.

In addition, we may at any time determine not to have the Ally Financial Term Notes represented by the Global Ally Financial Term Note and, in such event, will issue Ally Financial Term Notes in definitive form in exchange for the Global Ally Financial Term Note. In either instance, an owner of a beneficial interest in a Global Ally Financial Term Note will be entitled to have Ally Financial Term Notes equal in principal amount to the beneficial interest registered in its name and will be entitled to physical delivery of the Ally Financial Term

Notes in definitive form. Ally Financial Term Notes so issued in definitive form will be issued in denominations of $1,000 and integral multiples thereof and will be issued in registered form only, without coupons. No service charge will be made for any transfer or exchange of the Ally Financial Term Notes, but we may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Title

Title to book-entry interests in the Ally Financial Term Notes will pass by book-entry registration of the transfer within the records of the Depositary in accordance with its procedures. Book-entry interests in the Ally Financial Term Notes may be transferred within the Depositary in accordance with procedure established for this purpose by the Depositary.

U.S. FEDERAL INCOME TAX CONSEQUENCES

General

In the opinion of Ally's counsel, the following summary describes the material U.S. federal income tax consequences of the ownership and disposition of the Ally Financial Term Notes. This discussion applies only to Ally Financial Term Notes of a particular series that meet both of the following conditions:

- they are purchased by initial investors at the "issue price" for that series, which will equal the first price to the public (not including bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) at which a substantial amount of the Ally Financial Term Notes of that series is sold for money; and
- they are held as capital assets within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code").

This discussion applies to you only if you are a "U.S. Holder." You are a "U.S. Holder" if you are a beneficial owner of an Ally Financial Term Note that is for U.S. federal income tax purposes:

- a citizen or individual resident of the United States;
- an entity taxable as a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

This discussion does not describe all of the tax consequences that may be relevant to you in light of your particular circumstances or if you are subject to special rules, such as:

- a financial institution (such as a bank or an insurance company);
- a tax-exempt organization;
- a dealer in securities;
- a person holding Ally Financial Term Notes as part of a "straddle" or an integrated transaction;
- a person required for U.S. federal income tax purposes to conform the timing of income accruals with respect to the Ally Financial Term Notes to its financial statements under Section 451(b) of the Code;
- a U.S. Holder whose functional currency is not the U.S. dollar;
- a partnership or other entity classified as a partnership for U.S. federal income tax purposes;
- a U.S. expatriate; or
- a person subject to the alternative minimum tax.

If you are a partnership for U.S. federal income tax purposes, the U.S. federal income tax treatment of your partners will generally depend upon your activities and the status of the partners. If you are a partner in a partnership holding Ally Financial Term Notes, you are urged to consult your tax adviser as to the particular U.S. federal income tax consequences of holding and disposing of the Ally Financial Term Notes.

This summary is based on the Code, administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations, changes to any of which after the date of this prospectus may affect the tax consequences described herein, possibly on a retroactive basis.

This summary does not discuss any aspect of state, local, or non-U.S. taxation, or any U.S. federal tax considerations other than income taxation (such as estate or gift taxation or unearned income Medicare contribution taxation under Section 1411 of the Code).

If you are considering the purchase of Ally Financial Term Notes, you are urged to consult your tax adviser with regard to the application of the U.S. federal tax laws to your particular situation as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

This discussion is subject to any additional discussion regarding U.S. federal income taxation contained in the applicable pricing supplement.

Payments of Interest

Unless otherwise specified in the applicable pricing supplement and except as described below, interest paid on an Ally Financial Term Note generally will be taxable to you as ordinary interest income at the time it accrues or is received, in accordance with your method of accounting for U.S. federal income tax purposes. Special rules governing the treatment of interest paid with respect to OID Ally Financial Term Notes, Short-Term Ally Financial Term Notes and Floating Rate Ally Financial Term Notes (each as defined below) are described under "—OID Ally Financial Term Notes," "—Short-Term Ally Financial Term Notes" and "—Floating Rate Ally Financial Term Notes" below.

OID Ally Financial Term Notes

An Ally Financial Term Note that has a "stated redemption price at maturity" that exceeds its issue price by more than a *de minimis* amount (described below) will be considered to have been issued with original issue discount for U.S. federal income tax purposes (an "OID Ally Financial Term Note"). The amount of original issue discount will equal the excess of the "stated redemption price at maturity" over the issue price. The "stated redemption price at maturity" of an Ally Financial Term Note equals the sum of all payments required under the Ally Financial Term Note other than payments of "qualified stated interest." Qualified stated interest is stated interest unconditionally payable in cash or property (other than in our debt instruments) at least annually during the entire term of the Ally Financial Term Note and equal to the outstanding principal balance of the Ally Financial Term Note multiplied by a single fixed rate of interest or, subject to certain conditions, based on one or more indices. In the case of a Floating Rate Ally Financial Term Note that is an OID Ally Financial Term Note, the Treasury regulations that apply to determine the amount of interest, if any, that is treated as qualified stated interest, and that describe the method of calculating and accruing original issue discount on the Ally Financial Term Note, will be discussed in the applicable pricing supplement.

An Ally Financial Term Note will not be considered to have been issued with original issue discount if the amount of the original issue discount is less than a *de minimis* amount defined by applicable Treasury regulations, generally, 0.25% of the stated redemption price at maturity multiplied by the number of complete years to maturity (or in the case of an Ally Financial Term Note providing for payments prior to maturity of amounts other than qualified stated interest, the "weighted average maturity" as defined by applicable Treasury regulations). If you hold an Ally Financial Term Note with a less than *de minimis* amount of original issue discount, you will generally include this original issue discount in income as capital gain on a pro rata basis as principal payments are made on the Ally Financial Term Note.

If you hold an OID Ally Financial Term Note that is not a Short-Term Ally Financial Term Note, you will be required to include qualified stated interest in income as described above under "—Payments of Interest," and original issue discount in income as it accrues, in accordance with a constant-yield method based on a compounding of interest, generally before the receipt of cash payments attributable to this income. Under this method, you generally will be required to include in income increasingly greater amounts of original issue discount in successive accrual periods.

You may make an election (a "Constant-Yield Election") to include in income all interest that accrues on an Ally Financial Term Note (including stated interest, original issue discount and *de minimis* original issue discount) in accordance with a constant-yield method based on the compounding of interest. If you are considering making the election, you should consult your tax adviser with respect to the rules applicable to the election.

Short-Term Ally Financial Term Notes

Under the applicable Treasury regulations, an Ally Financial Term Note that matures (after taking into account the last possible date that the Ally Financial Term Note could be outstanding under its terms) one year or less from its date of issuance (a "Short-Term Ally Financial Term Note") will be treated as being issued with original issue discount, the amount of which will be equal to the excess of the sum of all payments (including stated interest, if any) on the Short-Term Ally Financial Term Note over its issue price. In general, if you are a cash-method holder of a Short-Term Ally Financial Term Note, you will not be required to accrue original issue discount on a Short-Term Ally Financial Term Note for U.S. federal income tax purposes unless you elect to do so. If you do not make this election, you should include the stated interest payments on a Short-Term Ally Financial Term Note, if any, as ordinary interest income at the time they are received. If you make the election or you are an accrual-method holder, you will be required to include in income original issue discount on the Short-Term Ally Financial Term Note as it accrues on a straight-line basis, unless you elect to use the constant-yield method (based on a daily compounding).

At maturity of a Short-Term Ally Financial Term Note, any gain realized will be treated as ordinary income. Upon a sale, exchange, retirement or other disposition of a Short-Term Ally Financial Term Note, any gain you recognize should be treated as ordinary income to the extent of the original issue discount accrued, if any, on a straight-line basis (or, if elected, according to a constant-yield method based on daily compounding) and otherwise as short-term capital gain. Any loss you recognize will be treated as a capital loss. If you are a cash method taxpayer and you do not make the election to include the original issue discount in income on an accrual basis, you will be required to defer deductions for certain interest paid on indebtedness incurred to purchase or carry the Short-Term Ally Financial Term Note until you include the original issue discount on the Short-Term Ally Financial Term Note in income. You should consult your tax adviser regarding these deferral rules.

Floating Rate Ally Financial Term Notes

Unless otherwise provided in the applicable pricing supplement, it is expected, and this discussion assumes, that a Floating Rate Ally Financial Term Note will qualify as a "variable rate debt instrument." Under the applicable Treasury regulations, special rules apply for purposes of determining whether a variable rate debt instrument is issued with original issue discount. In general, for this purpose, a variable rate debt instrument may be required to be converted into an equivalent fixed rate debt instrument and then analyzed under the rules described above in "—OID Ally Financial Term Notes." You should consult your tax adviser with respect to the method of converting a variable rate debt instrument into a fixed rate debt instrument and the application of these rules. Other than amounts treated as original issue discount, all stated interest that is unconditionally payable in cash or in property (other than our debt instruments) will constitute qualified stated interest and will be taxed as described above in "—Payments of Interest." If a Floating Rate Ally Financial Term Note does not qualify as a "variable rate debt instrument," the Floating Rate Ally Financial Term Note will be treated as a "contingent payment debt instrument," the treatment of which will be described in the applicable pricing supplement.

Redeemable Ally Financial Term Notes

We may have the option to redeem certain Ally Financial Term Notes prior to the Maturity Date, or you may have the option to require the Ally Financial Term Notes to be repaid prior to the Maturity Date (e.g., Ally Financial Term Notes with a Survivor's Option). Ally Financial Term Notes containing these features may be subject to rules that differ from the general rules discussed above. Any additional U.S. federal income tax consequences arising as a result of the existence of these features with respect to a series of Ally Financial Term Notes will be discussed in the applicable pricing supplement. If you intend to purchase Ally Financial Term Notes with these features, you should carefully examine the applicable pricing supplement and consult your tax adviser with respect to these features.

Eligible Ally Financial Term Notes Stripped into Interest and Principal Components

The U.S. federal income tax consequences of the ownership and disposition of Ally Financial Term Notes that by their terms are eligible to be stripped into their separate Interest Components and Principal Components will be summarized in the applicable pricing supplement.

Sale, Exchange, Retirement or Other Disposition

Upon the sale, exchange, retirement or other disposition of an Ally Financial Term Note, you will generally recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange, retirement or other disposition and your adjusted tax basis in the Ally Financial Term Note. Your adjusted tax basis in an Ally Financial Term Note will equal your cost of the Ally Financial Term Note, increased by the amounts of any original issue discount that you previously included in income with respect to the Ally Financial Term Note and reduced by any principal payments you received and any other payments previously made to you that did not constitute qualified stated interest. For these purposes, the amount realized does not include any amount attributable to accrued interest. Amounts attributable to accrued interest are treated as interest, as described under "—Payments of Interest" above.

Subject to the discussion above under the caption "—Short-Term Ally Financial Term Notes," gain or loss recognized on the sale, exchange, retirement or other disposition of an Ally Financial Term Note will generally be capital gain or loss and will be long-term capital gain or loss if at the time of sale, exchange, retirement or other disposition, the Ally Financial Term Note has been held for more than one year. If you are a noncorporate U.S. Holder, any long-term capital gain you recognize is subject to a reduced rate of taxation. The deductibility of capital losses is subject to limitations.

Backup Withholding and Information Reporting

Information returns may be filed with the Internal Revenue Service ("IRS") in connection with payments on the Ally Financial Term Notes (including original issue discount) and the proceeds from a sale, exchange, retirement or other disposition of the Ally Financial Term Notes. You will be subject to backup withholding on these payments if you fail to timely provide your correct taxpayer identification number and comply with certain certification procedures unless you otherwise establish an exemption from backup withholding. The amount of any backup withholding from a payment to you will be allowed as a credit against your U.S. federal income tax liability and may entitle you to a refund, provided that the required information is timely furnished to the IRS.

PLAN OF DISTRIBUTION

Under the terms of the Selling Agent Agreement dated August 6, 2021, the Ally Financial Term Notes will be offered on a delayed or continuous basis through InspereX LLC, Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and RBC Capital Markets, LLC who have agreed to use their reasonable efforts to solicit purchases of the Ally Financial Term Notes. We may also appoint additional Agents to solicit sales of the Ally Financial Term Notes and any solicitation and sale of the Ally Financial Term Notes by such additional Agents will be substantially on the same terms and conditions to which the Agents have agreed. We will pay the Agents a gross selling concession to be divided among themselves as we shall agree. The concession will be payable to the Purchasing Agent in the form of a discount ranging from 0.300% to 3.150% of the non-discounted price for each Ally Financial Term Note sold. We will have the sole right to accept offers to purchase Ally Financial Term Notes and may reject any proposed purchase of Ally Financial Term Notes in whole or in part. Each agent will have the right, in its reasonable discretion, to reject any proposed purchase in whole or in part. We can withdraw, cancel or modify the offer without notice.

In addition, we may sell Ally Financial Term Notes directly on our own behalf.

Following the solicitation of orders, the Agents, severally and not jointly, may purchase Ally Financial Term Notes from us through the Purchasing Agent as principal for their own accounts. Unless otherwise set forth in the applicable pricing supplement, the Ally Financial Term Notes will be resold to one or more investors and other purchasers at a fixed public offering price. In addition, the Agents may offer the Ally Financial Term Notes they have purchased as principal to other registered dealers in good standing. The Agents may sell Ally Financial Term Notes to any such dealer at a discount and, unless otherwise specified in the applicable pricing supplement, such discount allowed to any dealer will not, during the distribution of the Ally Financial Term Notes, be in excess of the discount to be received by such agent from the Purchase Agent. The Purchase Agent may sell Ally Financial Term Notes to any such dealer at a discount not in excess of the discount it received from us. After the initial public offering of Ally Financial Term Notes to be resold by an Agent to investors and other purchasers, we may change the public offering price (for Ally Financial Term Notes to be resold at a fixed public offering price), the concession and the discount.

Each Agent may be deemed to be an “underwriter” within the meaning of the Securities Act. We have agreed to indemnify the Agents against certain liabilities, including liabilities under the Securities Act.

The Ally Financial Term Notes may be offered for sale only in the United States where it is legal to make such offers. Only offers and sales of the Ally Financial Term Notes in the United States, as part of the initial distribution thereof or in connection with resales thereof under circumstances where the prospectus and the accompanying pricing supplement must be delivered, are made pursuant to the registration statement of which the prospectus, as supplemented by any pricing supplement, is a part.

Each Agent has represented and agreed that it will comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers or sells the Ally Financial Term Notes or possesses or distributes this prospectus or the accompanying pricing supplement and will obtain any consent, approval or permission required by it for the purchase, offer or sale by it of the Ally Financial Term Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales and neither we nor any other agent will have responsibility therefore.

The Ally Financial Term Notes will not have an established trading market when issued. We do not intend to apply for the listing of the Ally Financial Term Notes on any securities exchange in the United States, but have been advised by the Agents that the Agents may make a market in the Ally Financial Term Notes as permitted by applicable laws and regulations. The Agents may make a market in the Ally Financial Term Notes but are not obligated to do so and may discontinue any market-making at any time without notice. We cannot assure you as to the liquidity of any trading market for any Ally Financial Term Notes. All secondary trading in the Ally Financial Term Notes will settle in immediately available funds.

In connection with an offering of the Ally Financial Term Notes, the rules of the Securities and Exchange Commission permit the Purchasing Agent to engage in certain transactions that stabilize the price of the Ally Financial Term Notes. Such transactions may consist of bids or purchases for the purpose of pegging, fixing or maintaining the price of the Ally Financial Term Notes. If the Purchasing Agent creates a short position in the Ally Financial Term Notes in connection with an offering of the Ally Financial Term Notes (i.e., if it sells a larger principal amount of the Ally Financial Term Notes than is set forth on the cover page of the applicable pricing supplement), the Purchasing Agent may reduce that short position by purchasing Ally Financial Term Notes in the open market. In general, purchases of a security for the purpose of stabilization or to reduce a syndicate short position could cause the price of the security to be higher than it might otherwise be in the absence of such purchases. The Purchasing Agent makes no representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the Ally Financial Term Notes. In addition, the Purchasing Agent makes no representation that, once commenced, such transactions will not be discontinued without notice.

Some of the Agents and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the Agents and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. Certain of the Agents or their affiliates that have a lending relationship with us routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, such Agents and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the Ally Financial Term Notes offered hereby. Any such short positions could adversely affect future trading prices of the Ally Financial Term Notes offered hereby. The Agents and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

INFORMATION INCORPORATED BY REFERENCE; WHERE YOU CAN FIND MORE INFORMATION

The SEC allows us to "incorporate by reference" into this prospectus the information in other documents that we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus, and information in documents that we file later with the SEC will automatically update and supersede information contained in documents filed earlier with the SEC or contained in this prospectus or a pricing supplement. We incorporate by reference in this prospectus the documents listed below:

(a) Annual Report on Form 10-K for the year ended December 31, 2020 (including information specifically incorporated by reference into the Annual Report from our Definitive Proxy Statement on Schedule 14A filed with the SEC on March 16, 2021);

(b) Quarterly Reports on Form 10-Q for the quarterly period ended March 31, 2021 and June 30, 2021; and

(c) Current Reports on Form 8-K filed on January 12, 2021 (excluding Item 7.01 and Exhibit 99.1 of Item 9.01), April 22, 2021 (two filings), May 5, 2021 (excluding Item 7.01 and Exhibit 99.1 of Item 9.01), June 2, 2021 (two filings) and July 13, 2021 (excluding Item 7.01 and Exhibit 99.1 of Item 9.01).

We are also incorporating by reference all future filings we make with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on or after the date of this prospectus and prior to the termination of the offering under this prospectus and any pricing supplement, except that, unless otherwise indicated, we are not incorporating any information furnished under Item 2.02 or Item 7.01 of any Current Report on Form 8-K. Notwithstanding the foregoing, we are not incorporating any document or information deemed to have been furnished and not filed in accordance with SEC rules.

Ally is subject to the informational requirements of the Exchange Act and, in accordance therewith, files reports and information statements and other information with the SEC. The SEC maintains an Internet site at http://www.sec.gov, from which interested persons can electronically access our SEC filings, including the registration statement and the exhibits and schedules thereto. Unless specifically listed or described under "Information Incorporated by Reference" above, the information contained on the SEC website is not intended to be incorporated by reference in this prospectus and you should not consider that information a part of this prospectus. Information about us, including our SEC filings, is also available at our Internet site at http://www.ally.com. However, the information on our Internet site is not a part of this prospectus or any pricing supplement.

You may also obtain a copy of any or all of the documents referred to above that may have been or may be incorporated by reference into this prospectus (excluding certain exhibits to the documents) at no cost to you by writing or telephoning us at the following address and telephone number:

Ally Charlotte Center
Attention: Investor Relations
601 S. Tryon Street, 25th Floor
Charlotte, North Carolina 28202
Tel: (866) 710-4623

LEGAL OPINIONS

The validity of the Ally Financial Term Notes offered pursuant to this prospectus will be passed upon for Ally by Ryan J. Rettmann, Esq., Counsel of Ally Financial Inc., and for the Agents by Davis Polk & Wardwell LLP, New York, New York.

Davis Polk &Wardwell LLP, New York, New York acts as counsel to the Board of Directors of Ally Financial Inc. and acts as counsel to Ally Financial Inc. in various matters.

EXPERTS

The consolidated financial statements incorporated in this prospectus by reference from the Company's Annual Report on Form 10-K, and the effectiveness of Ally Financial's internal control over financial reporting, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. *Other Expenses of Issuance and Distribution.*

The following table sets forth the estimated expenses to be incurred in connection with the offering described in the Registration Statement:

Securities and Exchange Commission registration fee	$	(a)
Printing and distribution expenses		(b)
Fees and expenses of Trustee		(b)
Legal fees and expenses (including FINRA / blue sky fees)		(b)
Accountants' fees and expenses		(b)
Rating Agencies' fees		(b)
Miscellaneous expenses		(b)
Total	$	(b)

(a) Omitted because the registration fee is being deferred pursuant to Rule 456(b) and Rule 457(r).
(b) These fees are calculated based on the securities offered and the number of issuances and accordingly cannot be estimated at this time.

ITEM 15. *Indemnification of Directors and Officers.*

Subsection (a) of Section 145 of the General Corporation Law of the State of Delaware, or "DGCL," empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interest of the corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

Subsection (b) of Section 145 of the DGCL empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Chancery or such other court shall deem proper.

Subsection (d) of Section 145 of the DGCL provides that any indemnification under subsections (a) and (b) of Section 145 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of Section 145. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such directors designated by the majority vote of such directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

Section 145 of the DGCL further provides that to the extent a present or former director or officer of a corporation has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b) of Section 145, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith and that such expenses may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in Section 145 of the DGCL; that any indemnification and advancement of expenses provided by, or granted pursuant to, Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; that indemnification provided by, or granted pursuant to, Section 145 shall, unless otherwise provided when authorized and ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of such person's heirs, executors and administrators; and empowers the corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liabilities under Section 145.

Section A of Article VIII of Ally's Certificate of Incorporation provides that, to the extent permitted by the DGCL, no director of Ally shall be liable to the company or any of its stockholders for monetary damages for breach of fiduciary duty as a director.

Section B of Article VIII of Ally's Certificate of Incorporation provides that, to the fullest extent permitted by, and subject to the requirements of, the DGCL, and to the extent of its assets legally available for such purpose, Ally will indemnify and hold harmless each person who was or is made a party or is threatened to be made a party to or is involved in or participates as a witness with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or an officer of Ally from and against any and all loss, cost, damage, fine, expense (including reasonable fees and expenses of attorneys and other advisors and any court costs incurred) or liability actually and reasonably incurred by the person in connection with such proceeding.

The directors and officers of Ally are covered by insurance policies indemnifying them against certain liabilities, including certain liabilities arising under the Securities Act that might be incurred by them in such capacities and against which they cannot be indemnified by Ally. Any agents, dealers or underwriters who execute any underwriting or distribution agreement relating to securities offered pursuant to this registration statement will agree to indemnify Ally's directors and their officers who signed the Registration Statement against certain liabilities that may arise under the Securities Act with respect to information furnished to Ally by or on behalf of such indemnifying party.

ITEM 16. ***Exhibits.***

A list of exhibits filed herewith or incorporated by reference is contained in the Exhibit Index that immediately precedes such exhibits and is incorporated herein by reference.

ITEM 17. ***Undertakings*.**

The undersigned registrant hereby undertakes:

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made of securities registered hereby, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (i), (ii) and (iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first

contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

EXHIBIT INDEX

Exhibit Number	Exhibit
1.1*	Form of Selling Agent Agreement.
4.1	Form of Indenture, dated as of September 24, 1996, between the Company and The Bank of New York Mellon (successor to JPMorgan Chase Bank, N.A.), Trustee, incorporated by reference to Registration Statement No. 333-12023 dated September 19, 1996.
4.1.1	First Supplemental Indenture, dated as of January 1, 1998, between the Company and The Bank of New York Mellon (successor to JPMorgan Chase Bank, N.A.), Trustee, incorporated by reference to Registration Statement No. 333-48207 dated March 18, 1998.
4.1.2	Second Supplemental Indenture, dated as of June 30, 2006, between the Company and The Bank of New York Mellon (successor to JPMorgan Chase Bank, N.A.), Trustee, incorporated by reference to Registration Statement No. 333-136021 dated June 30, 2006.
4.1.3	Third Supplemental Indenture, dated as of August 24, 2012, between the Company and The Bank of New York Mellon (successor to JPMorgan Chase Bank, N.A.), Trustee, incorporated by reference to Registration Statement No. 333-183535 dated August 24, 2012.
4.1.4	Fourth Supplemental Indenture, dated as of August 24, 2012, between the Company and The Bank of New York Mellon (successor to JPMorgan Chase Bank, N.A.), Trustee, incorporated by reference to Registration Statement No. 333-183535 dated August 24, 2012.
4.3.1	Form of Ally Financial Term Notes in global form (included in Exhibit 4.1).
4.3.2	Form of Series A Ally Financial Term Note in global form, incorporated by reference to Registration Statement No. 333-183535 dated August 24, 2012.
5.1*	Opinion of Ryan J. Rettmann, Esq., Counsel to Ally Financial Inc.
8.1*	Opinion of Tax Counsel.
23.1*	Consent of Deloitte & Touche LLP.
23.2*	Consent of Counsel (included in Exhibit 5.1).
23.3*	Consent of Counsel (included in Exhibit 8.1).
24.1*	Power of Attorney (included on the signature page of this registration statement).
25.1*	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of The Bank of New York Mellon, as Trustee with respect to the Indenture, dated as of September 24, 1996.
99.1*	Form of pricing supplement (included in Exhibit 1.1).

* Filed herewith.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing this registration statement and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, State of North Carolina, on August 6, 2021.

Ally Financial Inc.

By: /s/ Jeffrey J. Brown
Name: Jeffrey J. Brown
Title: Chief Executive Officer

Each person whose signature appears below appoints David J. DeBrunner as his or her true and lawful attorney-in-fact and agent, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the SEC, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in fact and agent may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Jeffrey J. Brown Name: Jeffrey J. Brown	Chief Executive Officer and Director (Principal Executive Officer)	August 6, 2021
/s/ Jennifer A. LaClair Name: Jennifer A. LaClair	Chief Financial Officer (Principal Financial Officer)	August 6, 2021
/s/ David J. DeBrunner Name: David J. DeBrunner	Chief Accounting Officer and Corporate Controller (Principal Accounting Officer)	August 6, 2021
/s/ Kenneth J. Bacon Name: Kenneth J. Bacon	Director	August 6, 2021
/s/ Katryn Shineman Blake Name: Katryn Shineman Blake	Director	August 6, 2021
/s/ Maureen A. Breakiron-Evans Name: Maureen A. Breakiron-Evans	Director	August 6, 2021
/s/ William H. Cary Name: William H. Cary	Director	August 6, 2021
/s/ Mayree C. Clark Name: Mayree C. Clark	Director	August 6, 2021
/s/ Kim S. Fennebresque Name: Kim S. Fennebresque	Director	August 6, 2021
/s/ Franklin W. Hobbs Name: Franklin W. Hobbs	Director	August 6, 2021
/s/ Marjorie Magner Name: Marjorie Magner	Director	August 6, 2021
/s/ Brian H. Sharples Name: Brian H. Sharples	Director	August 6, 2021
/s/ John J. Stack Name: John J. Stack	Director	August 6, 2021
/s/ Michael F. Steib Name: Michael F. Steib	Director	August 6, 2021

Exhibit 1.1

ALLY FINANCIAL INC.

ALLY FINANCIAL TERM NOTES

DUE FROM NINE MONTHS TO THIRTY YEARS FROM DATE OF ISSUE

SELLING AGENT AGREEMENT

August 6, 2021

InspereX LLC
Citigroup Global Markets Inc.
J.P. Morgan Securities LLC
Morgan Stanley & Co. LLC
RBC Capital Markets, LLC

c/o InspereX LLC
200 South Wacker Drive
Suite 3400
Chicago, Illinois 60606

Dear Ladies and Gentlemen:

Ally Financial Inc., a Delaware corporation (the "**Company**"), proposes to issue and sell an indeterminate amount of its Ally Financial Term Notes Due from Nine Months to Thirty Years from Date of Issue (the "**Notes**") to be issued pursuant to the provisions of an Indenture dated as of September 24, 1996, as supplemented from time to time, between the Company and The Bank of New York Mellon (successor to JPMorgan Chase Bank, N.A.), as Trustee (the "**Indenture**"). The terms of the Notes are described in the Prospectus referred to below.

Subject to the terms and conditions contained in this Selling Agent Agreement (the "**Agreement**"), the Company hereby (1) appoints you as agent of the Company (the "**Agent(s)**") for the purpose of soliciting purchases from the Company of the Notes and you hereby agree to use your reasonable efforts to solicit offers to purchase Notes upon terms acceptable to the Company at such times and in such amounts as the Company shall from time to time specify and in accordance with the terms hereof, but the Company reserves the right to sell Notes directly on its own behalf and, after consultation with InspereX LLC (the "**Purchasing Agent**"), the Company reserves the right to enter into agreements substantially identical hereto with other agents and (2) agrees that whenever the Company determines to sell Notes pursuant to this Agreement, such Notes shall be sold pursuant to a Terms Agreement relating to such sale in accordance with the provisions of Article V hereof between the Company and the Purchasing Agent with the Purchasing Agent purchasing such Notes as principal for resale to others.

ARTICLE I

The Company has filed with the Securities and Exchange Commission (the "**Commission**") registration statement on Form S-3 (No. 333-) relating to the Notes under the Securities Act of 1933, as amended (together with the rules and regulations of the Commission promulgated thereunder, the "**Securities Act**"), and the offering thereof, from time to time, in accordance with Rule 415 under the Securities Act. Such registration statement became effective upon filing with the Commission, and the Indenture has been qualified under the Trust Indenture Act of 1939, as amended (the "**Trust Indenture Act**"). The term "**Registration Statement**" as used with respect to a particular tranche of Notes, means the registration statement (and any post-effective amendments thereto, if applicable), as deemed revised at the time of such registration statement's effectiveness for such offering of a tranche of Notes (the "**Effective Time**"), including (i) all documents then filed as a part thereof or incorporated or deemed to be incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Securities Exchange Act of 1934, as amended (together with the rules and regulations of the Commission promulgated thereunder, the "**Exchange Act**") on or before the Effective Time with respect to any offering of a tranche of Notes and (ii) any information contained or incorporated by reference in a prospectus filed with the Commission pursuant to Rule 424(b) under the Securities Act, to the extent such information is deemed, pursuant to Rule 430A, 430B or 430C under the Securities Act, to be part of the Registration Statement at the Effective Time. Prior to the determination of the final terms of a particular tranche of Notes, the term "**Prospectus**" means the prospectus included in the Registration Statement, and after such determination, the term "Prospectus" means such document plus a supplement (the "**Pricing Supplement**") prepared for the sale of the particular tranche of Notes and including a description of the final terms of such tranche of Notes and the terms of the offering thereof. If the Company files a registration statement with the Commission pursuant to Rule 462(b) of the Securities Act (the "**Rule 462(b) Registration Statement**"), then all references to "Registration Statement" shall also be deemed to include the Rule 462(b) Registration Statement. References to "amend," "amendment," or "supplement" with respect to the Registration Statement, the Prospectus or any Pricing Supplement shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Time of the Registration Statement or the date of such Prospectus or any Pricing Supplement, as the case may be, that are deemed to be incorporated by reference therein. The term "**Permitted Free Writing Prospectus**" as used herein means the documents attached as Schedule I to the applicable Terms Agreement for a tranche of Notes. The **"Pricing Effective Time**" as used herein shall occur upon the earlier of when either (i) a Permitted Free Writing Prospectus with the final terms of the offering and the Prospectus, or (ii) the Pricing Supplement, prepared by the Company, and the Prospectus, shall be made available to the Agents for electronic delivery to purchasers (the documentation in (i) or (ii), as applicable, in the aggregate, the "**Pricing Disclosure Material**").

ARTICLE II

Your obligations hereunder are subject, in the discretion of the Purchasing Agent, to the following conditions, each of which shall be met on such date as you and the Company shall subsequently fix for the commencement of your obligations hereunder and, if called for by the applicable Terms Agreement, on each applicable Settlement Date:

(a) (i) The representations and warranties in this Agreement shall be true and correct in all material respects, disregarding any qualifications contained herein regarding materiality, as if made on and as of such date; (ii) the Company shall have performed in all material respects all covenants and agreements and satisfied all conditions on its part to be performed and satisfied at or prior to such date; (iii) no restraining order shall have been issued and no litigation shall have been commenced or threatened with respect to the offering of the Notes or with respect to any of the transactions in connection with, or contemplated by, the offering of the Notes, the Pricing Disclosure Material, any other written communications furnished by or with the written consent of the Company to potential investors in the Notes (each a "**Company Supplemental Communication**") (in each case, as amended or supplemented, if amended or supplemented), or this Agreement before any agency, court or other governmental body of any jurisdiction; (iv) no stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceedings for such purpose shall be pending before, or, to the knowledge of the Company, threatened by, the Commission; (v) subsequent to the date as of which information is given in the Registration Statement and the Prospectus (as amended or supplemented as of the relevant Pricing Effective Time, if any), there has not been any change in such information that would have a Material Adverse Effect, and (vi) you shall have received on the Commencement Date and, if called for by the applicable Terms Agreement, at each applicable Settlement Date (each as defined in Article VI below) a certificate dated such date and signed by the Chief Financial Officer or Treasurer of the Company to the foregoing effect. The officer making such certificate may rely upon the best of his knowledge as to proceedings pending or threatened. As used herein, "Material Adverse Effect" shall mean a material adverse effect on the properties, business, results of operations, financial condition and stockholders' equity of the Company and its subsidiaries, taken as a whole.

(b) You shall have received an opinion and disclosure letter of counsel to the Company dated such Commencement Date or if called for by the applicable Terms Agreement, dated as of the applicable Settlement Date to the effect set forth in Exhibit A and Exhibit B, respectively.

(c) You shall have received on the Commencement Date and, if called for by the applicable Terms Agreement, at each applicable Pricing Effective Time and each Settlement Date, a letter dated as of such date from Deloitte & Touche LLP, independent public accountants for the Company, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference into the Registration Statement and the Prospectus relating to the Notes.

(d) You shall have received an opinion and disclosure letter of Davis Polk & Wardwell LLP, counsel for the Agents, dated such Commencement Date or if called for by the applicable Terms Agreement, dated as of the applicable Settlement Date, to the effect set forth in Exhibit C and Exhibit D, respectively.

(e) You shall have received on the Commencement Date and, if called for by the applicable Terms Agreement, at each applicable Settlement Date, a certificate of the Secretary or an Assistant Secretary of the Company, in form and substance reasonably satisfactory to you.

(f) Subsequent to the Pricing Effective Time, (i) no downgrading shall have occurred in the rating accorded the Company or any of its subsidiaries (excluding Residential Capital, LLC and its subsidiaries), the Notes or any other debt or preferred stock issued or guaranteed by the Company or any of its subsidiaries (excluding debt or preferred stock issued or guaranteed by Residential Capital, LLC and its subsidiaries) by any "nationally recognized statistical rating organization," as such term is defined in Section 3(a)(62) of the Exchange Act; and (ii) no such organization shall have publicly announced (other than an announcement with positive implications of a possible upgrading or otherwise in connection with any upgrade) that it has under surveillance or review its rating of the Notes or of any other debt securities or preferred stock issued or guaranteed by the Company or any of its subsidiaries (excluding (A) debt or preferred stock issued or guaranteed by Residential Capital, LLC and its subsidiaries and (B) any asset-backed security or mortgage-backed security issued or guaranteed by the Company or any of its subsidiaries).

(g) Subsequent to the Pricing Effective Time, the Pricing Supplement shall have been filed in the manner and within the time period required by Rule 424(b); and any material required to be filed by the Company pursuant to Rule 433(d) under the Securities Act shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433.

For the avoidance of doubt, each of the Purchasing Agent and each Agent shall be an addressee of, and entitled to rely upon, the documents referred to in this Article II, *provided* that at each applicable Settlement Date (or Pricing Effective Time, in the case of (c), if applicable) the addressees and such reliance shall in each case be limited to those Agents purchasing notes as principal in connection with the applicable Terms Agreement.

The obligations of the Purchasing Agent to purchase Notes as principal, both under this Agreement and under any Terms Agreement (as defined in Article V below) are subject to the conditions that (i) the representations and warranties in this Agreement shall be true and correct in all material respects, disregarding any qualifications contained herein regarding materiality, as if made on and as of such date; (ii) the Company shall have performed in all material respects all covenants and agreements and satisfied all conditions on its part to be performed and satisfied at or prior to such date; (iii) no restraining order shall have been issued and no litigation shall have been commenced or threatened with respect to the offering of the Notes or with respect to any of the transactions in connection with, or contemplated by, the offering of the Notes, the Pricing Disclosure Material, any other Company Supplemental Communication (in each case, as amended or supplemented, if amended or supplemented), or this Agreement before any agency, court or other governmental body of any jurisdiction; (iv) no stop order suspending the effectiveness of the Registration Statement shall be in effect, and no

proceedings for such purpose shall be pending before, or, to the knowledge of the Company, threatened by, the Commission; (v) subsequent to the date as of which information is given in the Registration Statement and the Prospectus (as amended or supplemented as of the relevant Pricing Effective Time, if any), there has not been any change in such information that would have a Material Adverse Effect, each of which conditions shall be met on the corresponding Settlement Date (as defined in Article VI). Further, only if specifically called for by any written agreement by the Purchasing Agent to purchase Notes as principal, the Purchasing Agent's obligations hereunder and under such agreement, shall be subject to such of the additional conditions set forth in clause (a)(vi), as it relates to the executive officer's certificate, and clauses (b), (c), (d) and (e) above, as agreed to by the parties, each of which such agreed conditions shall be met on the corresponding Settlement Date (or Pricing Effective Time, in the case of (c), if applicable). The Purchasing Agent's obligations hereunder and under such agreement shall be subject to the additional conditions set forth in clause (f) and (g) above whether or not specifically called for by an applicable Terms Agreement.

ARTICLE III

In further consideration of your agreements herein contained, the Company covenants as follows:

(a) During the period beginning with the Pricing Effective Time and ending on the later of the Settlement Date or such date as the Prospectus is no longer required by law to be delivered in connection with the offering or sale of the Notes (including in circumstances where such requirement may be satisfied pursuant to Rule 172) (the "**Prospectus Delivery Period**"), to furnish to you, upon written request, without charge, as many copies of any Permitted Free Writing Prospectus, any Company Supplemental Communication and the Prospectus, any documents incorporated by reference therein and any supplements and amendments thereto as you may reasonably request.

(b) During the Prospectus Delivery Period, before distributing any amendment or supplement to the Registration Statement or the Prospectus with respect to the Notes (other than amendments or supplements to change interest rates), to furnish you and counsel for the Agents a copy of the proposed Prospectus, amendment or supplement for review, and will not distribute any such proposed Prospectus, amendment or supplement to which the Purchasing Agent reasonably objects.

(c) If during the Prospectus Delivery Period, either (i) any event shall have occurred as a result of which the Prospectus or the Pricing Disclosure Material as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) for any other reason, as determined by the Company, it shall be necessary to amend or supplement the Registration Statement or the Prospectus, as then amended or supplemented, in order to comply with applicable law, the Company will (A) notify the Purchasing Agent on behalf of the Agents to suspend the solicitation of offers to purchase Notes and if notified by the Company, you shall forthwith suspend such solicitation and cease using the Prospectus as

then amended or supplemented and (B) prepare and file with the Commission an amendment or supplement to the Registration Statement or the Prospectus which will correct such statement or omission or effect such compliance, and will provide to you a copy thereof via electronic mail in ".pdf" format.

(d) The Company will arrange, if necessary, for the qualification or registration of the Notes for offer and sale under the state securities or "Blue Sky" laws of such U.S. jurisdictions as you may reasonably request and will maintain such qualification in effect for as long as may be necessary to complete the sale of the Notes pursuant to this Agreement; *provided*, *however*, that in connection therewith the Company shall not be required to qualify as a foreign corporation to do business, or to file a general consent to service of process, in any jurisdiction, or to take any other action that would subject it to general service of process or to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(e) The Company will make generally available to its security holders and to you as soon as practicable earning statements that satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder covering twelve month periods beginning, in each case, not later than the first day of the Company's fiscal quarter next following the "effective date" (as defined in Rule 158(c) under the Securities Act) of the Registration Statement with respect to each sale of Notes. If such fiscal quarter is the last fiscal quarter of the Company's fiscal year, such earning statement shall be made available not later than 90 days after the close of the period covered thereby and in all other cases shall be made available not later than 45 days after the close of the period covered thereby.

(f) If the applicable Terms Agreement provides for the listing of the applicable tranche of Notes on any stock exchange (each, a "**Stock Exchange**"), to use its reasonable efforts, in cooperation with the Purchasing Agent, to cause such Notes to be accepted for listing on such Stock Exchange, in each case as the Company and the Purchasing Agent shall deem to be appropriate. In connection with any such agreement to qualify Notes for listing on a Stock Exchange set forth in the applicable Terms Agreement, the Company shall use its reasonable efforts to obtain such listing promptly and shall furnish any and all documents, instruments, information and undertakings that may be necessary or advisable in order to obtain and maintain the listing.

(g) During the Prospectus Delivery Period, to notify you promptly (i) of the occurrence of any event which could cause the Company to modify, withdraw or terminate the offering of the Notes, (ii) of any proposal or requirement to amend or supplement the Pricing Disclosure Material or the Prospectus or any Company Supplemental Communications, (iii) of the filing and effectiveness of any amendment or supplement (other than any amendment relating solely to securities other than the Notes) to the Registration Statement or Prospectus, (iv) the issuance of any order or the taking of any other action by any administrative or judicial tribunal or other governmental agency or instrumentality concerning the offering of the Notes, (v) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose or pursuant to Section 8A of the Securities Act, (vi) any litigation or administrative action or claim with respect to the offering of the Notes and (vii) any other information relating to the offering of the Notes which you may from time to time reasonably request.

(h) The Company will (i) in respect of the Notes, effect the filings required of it pursuant to Rule 424 and/or Rule 433 under the Securities Act within the time periods specified therein, and (ii) take such steps as it deems necessary to ascertain promptly whether any Permitted Free Writing Prospectus transmitted for filing under Rule 433 of the Securities Act was received for filing by the Commission and, in the event that any was not, to promptly re-transmit for filing the relevant Permitted Free Writing Prospectus.

(i) The Company has paid or will pay the required Commission filing fees related to the Notes within the time required by Rule 456(b)(1) under the Securities Act and otherwise in accordance with Rules 456(b) and 457(r) under the Securities Act.

(j) Before making, preparing, using, authorizing, approving or referring to any Company Supplemental Communications, the Company will furnish to you and counsel for the Agents a copy of such written communication for review and will not make, prepare, use, authorize, approve or refer to any such written communication to which the Purchasing Agent reasonably objects.

(k) The Company will cooperate with the Agents and use commercially reasonable efforts to permit the Notes to be eligible for clearance, settlement and trading through the facilities of DTC in the United States.

(l) The Company will use the net proceeds received by it from the sale of the Notes in the manner specified in the Prospectus under the caption "Use of Proceeds."

ARTICLE IV

(a) You propose to solicit purchases of the Notes upon the terms and conditions set forth herein and in the Prospectus and upon the terms communicated to you from time to time by the Company. For the purpose of such solicitation you will use the Prospectus as then amended or supplemented which has been most recently distributed to you by the Company, and you will solicit purchases only as permitted or contemplated thereby and herein and will solicit purchases of the Notes only as permitted by the Securities Act and the applicable securities laws or regulations of any jurisdiction. The Company reserves the right, in its sole discretion, to suspend solicitation of purchases of the Notes commencing at any time for any period of time or permanently. Upon receipt of instructions (which may be given orally) from the Company so instructing, you will forthwith suspend solicitation of purchases until such time as the Company has advised you that such solicitation may be resumed.

You are authorized to solicit orders for the Notes only in denominations of $1,000 or more (in multiples of $1,000). You are not authorized to appoint sub-agents or to engage the service of any other broker or dealer in connection with the offer or sale of the Notes without the prior consent of the Company. Unless authorized by the Purchasing

Agent in each instance, each Agent agrees not to purchase and sell Notes for which an order from a client has not been received. In addition, unless otherwise instructed by the Company, the Purchasing Agent shall communicate to the Company, orally or in writing, each offer to purchase Notes. The Company shall have the sole right to accept offers to purchase Notes offered through you and may reject any proposed purchase of Notes as a whole or in part. You shall have the right, in your discretion reasonably exercised, to reject any proposed purchase of Notes, as a whole or in part, and any such rejection shall not be deemed a breach of your agreements contained herein. Unless otherwise agreed between the Company and the Purchasing Agent, the Company agrees to pay the Purchasing Agent, as consideration for soliciting the sale of the Notes pursuant to a Terms Agreement, a concession in the form of a discount equal to the percentages of the initial offering price of each Note sold as set forth in Exhibit E hereto (the "**Concession**"); *provided*, *however*, that the Concession shall not exceed the amounts set forth in the Prospectus. The Purchasing Agent and the other Agents will share the above-mentioned Concession in such proportions as they and the Company may agree.

Unless otherwise authorized by the Company, all Notes shall be sold to the public at a purchase price not to exceed 100% of the principal amount thereof, plus accrued interest, if any. We may also issue Notes that bear a zero interest rate or are issued at a substantial discount from the principal amount payable at the Maturity Date (a "**Zero-Coupon Note**"). Such Zero-Coupon Notes shall be sold to the public at a purchase price no greater than an amount, expressed as a percentage of the principal face amount of such Notes, equal to the net proceeds to the Company on the sale of such Notes, plus the Concession, plus accrued interest, if any. The actual purchase price paid by investors for any Note shall be determined by prevailing market prices at the time of purchase. Such purchase price shall be set forth in the confirmation statement of the member of the Selling Group (as defined in Exhibit F) responsible for such sale, and delivered to the purchaser along with a notice of availability (pursuant to Rule 172 of the Securities Act) or a copy of the Pricing Disclosure Material.

(b) Procedural details relating to the issue and delivery of, and the solicitation of purchases and payment for, the Notes are set forth in the Administrative Procedures attached hereto as Exhibit F (the "**Procedures**"), as amended from time to time. The provisions of the Procedures shall apply to all transactions contemplated hereunder other than those made pursuant to a Terms Agreement containing different Procedures. You and the Company each agree to perform the respective duties and obligations specifically provided to be performed by each in the Procedures as amended from time to time. The Procedures may only be amended by written agreement of the Company and you.

(c) You are aware that other than registering the Notes under the Securities Act, and complying with any applicable state securities, or "Blue Sky," laws, no action has been or will be taken by the Company that would permit the offer or sale of the Notes or possession or distribution of the Prospectus or any other offering material relating to the Notes in any jurisdiction where action for that purpose is required. Accordingly, you agree that you will only sell Notes in the United States and will observe all applicable laws and regulations in each jurisdiction in or from which you may directly or indirectly acquire, offer, sell or deliver Notes or have in your possession or distribute the Prospectus

or any other offering material relating to the Notes and you will obtain any consent, approval or permission required by you for the purchase, offer or sale by you of Notes under the laws and regulations in force in any such jurisdiction to which you are subject or in which you make such purchase, offer or sale. Neither the Company nor any other Agent shall have any responsibility for determining what compliance is necessary by you or for your obtaining such consents, approvals or permissions. You further agree that you will take no action that will impose any obligations on the Company or the other Agents. Subject to as provided above, you shall, unless prohibited by applicable law, furnish to each person to whom you offer, sell or deliver Notes a copy of the Prospectus (as then amended or supplemented) or (unless delivery of the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Securities Act) is required by applicable law) inform each such person that a copy thereof (as then amended or supplemented) will be made available upon request. You are not authorized to give any information or to make any representation not contained in the Prospectus or the documents incorporated by reference or specifically referred to therein in connection with the sale of the Notes pursuant to this Agreement.

(d) The Company shall be responsible for the contents of its website insofar as it relates to the Notes, and represents, warrants and covenants that no material on such website will be considered a free writing prospectus as defined under Rule 405 of the Securities Act other than a Permitted Free Writing Prospectus and each Agent shall be responsible for the contents of its own website discussing the Notes and each Agent severally represents, warrants and covenants that no material on such website, other than written information provided by the Company, will be considered a free writing prospectus as defined under Rule 405 of the Securities Act other than a Permitted Free Writing Prospectus.

ARTICLE V

Each sale of Notes shall be made in accordance with the terms of this Agreement and a separate agreement to be entered into which will provide for the sale of such Notes to, and the purchase and reoffering thereof, by the Purchasing Agent as principal. Each such separate agreement (which may be an oral agreement and confirmed in writing as described below between the Purchasing Agent and the Company) is herein referred to as a "**Terms Agreement**." A Terms Agreement may also specify certain provisions relating to the reoffering of such Notes by the Purchasing Agent. The Terms Agreement shall not be effective, and the Agents agree that no contracts of sale may be entered into by the Agents in respect of a sale of Notes as described in this section, until the Company has made the Pricing Disclosure Material available to the Agents and the Pricing Effective Time occurs. The Purchasing Agent's agreement to purchase Notes pursuant to any Terms Agreement shall be deemed to have been made on the basis of the representations, warranties and agreements of the Company herein contained and shall be subject to the terms and conditions herein set forth. Each Terms Agreement, whether oral (and confirmed in writing which may be by facsimile transmission) or in writing, shall describe the Notes to be purchased pursuant thereto by the Purchasing Agent as principal, and may specify, among other things, the principal amount of Notes to be purchased, the interest rate or formula and maturity date or dates of such Notes, the interest payment

dates, if any, the price to be paid to the Company for such Notes, the initial public offering price at which the Notes are proposed to be reoffered, and the time and place of delivery of and payment for such Notes, whether the Notes will be listed on any Stock Exchange, whether the Notes provide for a Survivor's Option or for optional redemption by the Company and on what terms and conditions, and any other relevant terms. In connection with the resale of the Notes purchased, without the prior consent of the Company, you are not authorized to appoint sub-agents or to engage the service of any other broker or dealer, nor may you reallow any portion of the discount paid to you by the Company; *provided*, *however*, you may offer Notes you have purchased as principal to any dealer registered and in good standing with the Financial Industry Regulatory Authority, Inc. ("**FINRA**") at a discount and unless otherwise specified in the applicable pricing supplement, such discount allowed to any dealer shall not, during the distribution of the Notes, be in excess of the discount to be received by you from the Purchasing Agent. Terms Agreements, each of which shall be substantially in the form of Exhibit G hereto, or as otherwise agreed to between the Company and the Purchasing Agent, may take the form of an exchange of any standard form of written telecommunication between the Purchasing Agent and the Company.

ARTICLE VI

The Company represents and warrants to the Agents that as of the date of this Agreement (the "**Commencement Date**"), as of each date on which the Company accepts an offer to purchase Notes at the Pricing Effective Time, as of the date of the closing of each sale of Notes (the date of each such sale being referred to herein as a "**Settlement Date**") and as of each date the Registration Statement or the Prospectus is amended or supplemented:

(1) each document, if any, filed, or to be filed, pursuant to the Exchange Act and incorporated by reference in the Prospectus or any Permitted Free Writing Prospectus complied, or will comply, when so filed in all material respects with the Exchange Act and the rules and regulations thereunder;

(2) the Company has been duly formed and is validly existing as a corporation in good standing in the State of Delaware with corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Pricing Disclosure Material. The Company is duly qualified as a foreign corporation to transact business and is in good standing (or equivalent status) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Effect.

(3) the Company has all necessary corporate power and authority and it has taken all necessary corporate action to authorize the issuance and sale of the Notes.

(4) the Notes will be in the form contemplated by the Indenture and will conform in all material respects to the descriptions thereof contained in the Pricing

Disclosure Material; the Notes have been duly authorized by the Company and, when executed by the Company and authenticated by the Trustee in accordance with the provisions of the Indenture and when delivered to the Agents in accordance with the terms hereof, will be duly executed, issued and delivered and will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, and will be entitled to the benefits of the Indenture, except as may be limited by the effects of bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting creditors' rights or remedies generally, the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing (the "Enforceability Exceptions").

(5) the Company is not and will not, after giving effect to any offering of Notes and the receipt of the proceeds therefrom, be, an "investment company" or an entity "controlled" by an "investment company" as such terms are defined in the U.S. Investment Company Act of 1940, as amended.

(6) this Agreement has been duly authorized, executed and delivered by the Company.

(7) the Indenture has been duly authorized, executed and delivered by the Company, and constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by the Enforceability Exceptions.

(8) as of the Commencement Date, the Registration Statement (including the documents incorporated by reference therein) did not, and at the Effective Time, the Registration Statement did not or will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading;

(9) as of the Commencement Date, the Prospectus did not, and on each Settlement Date, the Prospectus will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(10) at the Pricing Effective Time with respect to a tranche of Notes, the Pricing Disclosure Material will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(11) no Issuer Free Writing Prospectus (as defined in Rule 433 under the Securities Act) includes any information that conflicts in any material respect with the information contained in the Registration Statement, and the Prospectus; *notwithstanding the foregoing*, the representations and warranties herein shall not apply to statements in or omissions from the Prospectus or any Issuer Free Writing Prospectus (a) made in reliance upon and in conformity with information relating to any Agent furnished to the Company

in writing by any Agent expressly for use in such Prospectus or Issuer Free Writing Prospectus, or (b) any information contained in any "free writing prospectus" (as defined under Rule 405 of the Securities Act) (including any Issuer Free Writing Prospectus) prepared by or on behalf of any Agent(s), except to the extent such information has been accurately extracted from the Prospectus or any Issuer Free Writing Prospectus prepared by or on behalf of the Company, or otherwise provided in writing by the Company and included in such free writing prospectus prepared by or on behalf of any Agent(s);

(12) the Registration Statement has become effective upon filing; the Registration Statement is an automatic shelf registration statement as defined in Rule 405 under the Securities Act, and the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement for the offering and sale of the Securities, and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement.

(13) (A) (1) at the respective times the Registration Statement and each amendment thereto became effective, (2) at each Effective Time, (3) as of each Pricing Effective Time, and (4) at each Settlement Date, the Registration Statement complied and will comply in all material respects with the requirements of the Securities Act and the Trust Indenture Act and the rules and regulations under the Securities Act and under the Trust Indenture Act; (B) the Prospectus complied and will comply, at the time it was filed with the Commission, as of each Pricing Effective Time and as of the Settlement Date, in all material respects with the Securities Act and the rules and regulations under the Securities Act; and (C) the Indenture at each Effective Time and at each Settlement Date will comply in all material respects with the applicable requirements of the Trust Indenture Act and the rules and regulations under the Trust Indenture Act.

(14) (A)(1) at the time of filing of the Registration Statement and (2) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Securities Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), the Company was not an "ineligible issuer" as defined in Rule 405 of the Securities Act; and (B)(1) at the time of filing of the Registration Statement, (2) at the earliest time thereafter that the Company or, in connection with any underwritten offering of Notes, another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Securities and (3) at the date hereof, the Company was not and is not an "ineligible issuer" as defined in Rule 405 under the Securities Act.

(15) (A) to the knowledge of the Company, there has not been threatened or instituted and there is not pending before any court, agency, authority or other tribunal any action, suit or proceeding by any government or governmental, regulatory or administrative agency or authority or by any other person, domestic or foreign, or any judgment, order or injunction entered, enforced or deemed applicable by any such court, authority, agency or tribunal which challenges or seeks to make illegal, directly or indirectly restrains or prohibits, the sale of the Notes pursuant to this Agreement or the

other transactions contemplated by this Agreement and (B) the Company has filed the Registration Statement with the Commission and such Registration Statement is effective under the Securities Act; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before, or, to the knowledge of the Company, threatened by, the Commission.

(16) except as otherwise disclosed in the Pricing Disclosure Material or the Prospectus, subsequent to the respective dates as of which information is given in the Pricing Disclosure Material or the Prospectus, there has been no Material Adverse Effect or any development involving a prospective Material Adverse Effect.

(17) no consent, approval, authorization or filing with or other order of any court, regulatory body administrative agency or other government body is required on the part of the Company, except such as may already have been obtained, taken or made and except for the registration of the Notes under the Securities Act, any required filing with FINRA, compliance with the securities or "Blue Sky" laws of various jurisdictions, and such other consents, approvals, authorizations or filings with or other order of any court, regulatory body, administrative agency or other governmental body as are set forth in the Prospectus.

(18) neither the Company nor any of its subsidiaries (excluding Residential Capital, LLC and its subsidiaries) is (A) in violation of its charter or by-laws or similar organizational documents; (B) in default, and no event had occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, or (C) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except for any such default or violation that would not, individually or in the aggregate, have a Material Adverse Effect.

(19) the sale of the Notes pursuant to this Agreement and all other actions and transactions contemplated in the Pricing Disclosure Material and the Company Supplemental Communications (in each case, as amended or supplemented, if amended or supplemented) and the execution, delivery of, and the performance of the Company's obligations under this Agreement, the Notes, and the Indenture, (x) will not require any consent, approval, authorization or filing with or other order of any court, regulatory body, administrative agency or other governmental body, except such as may have already been obtained, taken or made; and (y) will not conflict with, result in a breach or violation or imposition of any material lien, charge or encumbrance upon, any property or assets of the Company pursuant to (i) the certificate of incorporation or bylaws of the Company, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company is a party or to which its property is subject, or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company of any

court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its respective properties, which in the case of either (ii) or (iii) would reasonably be expected to have a Material Adverse Effect.

(20) the Company and its subsidiaries and their respective officers and directors are in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002, including the rules and regulations of the Commission promulgated thereunder.

(21) no event exists which would constitute an event of default under the Indenture;

(22) the Company has not used any free writing prospectus other than a Permitted Free Writing Prospectus or used a Permitted Free Writing Prospectus except in compliance with Rule 433 under the Securities Act and otherwise in compliance with the Securities Act.

(23) Deloitte & Touche LLP, which expressed its opinion with respect to the financial statements (which term as used in this Agreement includes the notes thereto) as of and for the periods ending December 31 of the fiscal years required to be incorporated by reference in the Prospectus, are independent public or certified accountants within the meaning of Regulation S-X under the Securities Act and the Exchange Act and the rules of The Public Company Accounting Oversight Board, and any non-audit services provided by Deloitte & Touche LLP have been approved by the appropriate audit committee of the Company.

(24) the financial statements, together with the related schedules and notes, included or incorporated by reference in the Prospectus present fairly the consolidated financial position of the entities to which they relate as of and at the dates indicated and the results of their operations for the periods specified. Such financial statements have been prepared in conformity with generally accepted accounting principles as applied in the United States applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. The financial data included or incorporated by reference from the Company's Annual Report on Form 10-K for the most recently ended fiscal year that has been filed with the Commission, the Company's Quarterly Reports on Form 10-Q for the fiscal quarters ended following the date of the most recently ended fiscal year that have been filed with the Commission and, if applicable, the Company's current reports on Form 8-K that have been filed (but not furnished) with the Commission following the date of the most recently ended fiscal year, fairly present the information set forth therein on a basis consistent with that of the audited financial statements included or incorporated by reference in the Prospectus. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Prospectus fairly present the information called for in all material respects and are prepared in accordance with the Commission's rules and guidelines applicable thereto.

(25) (A) the Company and its subsidiaries maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that comply in all material respects with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, 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 and (B) the Company's internal control over financial reporting includes policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the consolidated financial statements and (iv) provide reasonable assurance that the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Prospectus fairly present the information called for in all material respects and are prepared in accordance with the Commission's rules and guidelines applicable thereto; the Company's auditors and the appropriate audit committee of the Company have been advised of: (i) any significant deficiencies or material weaknesses in the design or operation of internal controls which could adversely affect the Company's ability to record, process, summarize, and report financial data; and (ii) any fraud, whether or not material, that involves management or other employees who have a role in the Company's internal controls.

(26) the Company has established and maintains "disclosure controls and procedures" (as such term is defined in Rules 13a-15 and 15d-14 under the Exchange Act); such disclosure controls and procedures are designed to ensure that material information relating to the Company and its subsidiaries is made known to the chief executive officer and chief financial officer of the Company by others within the Company or any of its subsidiaries, and such disclosure controls and procedures are reasonably effective to perform the functions for which they were established subject to the limitations of any such control system; and since the date of the most recent evaluation of such disclosure controls and procedures, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

(27) the operations of the Company and its subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(28) none of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

(29) neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and the Company, its subsidiaries and, to the knowledge of the Company, its affiliates have conducted their businesses in compliance in all material respects with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith in all material respects.

(30) the Company is a duly registered bank holding company under the Bank Holding Company Act of 1956, as amended, and the regulations of the Board of Governors of the Federal Reserve System, and the deposit accounts of the Company's subsidiary depository institutions are insured by the Federal Deposit Insurance Corporation (the "FDIC") to the fullest extent permitted by law and the rules and regulations of the FDIC.

(31) (A) to the knowledge of the Company, there has been no material security breach or other compromise of or relating to any of the Company's and its subsidiaries' information technology and computer systems, networks, hardware, software, data (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained, processed or stored by or on behalf of the Company and its subsidiaries), equipment or technology (collectively, "**IT Systems and Data**"), and the Company and its subsidiaries have not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to their IT Systems and Data; (B) the Company and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the commercially reasonable protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except as would not, in the case of each of clause (A) or (B) above, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (C) the Company and its subsidiaries have implemented backup and disaster recovery technology consistent in all material respects with standards and practices as issued by the Federal Reserve Board.

(32) each of the representations and warranties set forth in this Agreement will be true and correct on and as of the Commencement Date, as of each Pricing Effective Time and as of each Settlement Date, with the same effect as if made on each such date (except to the extent that a representation or warranty is by its terms made as of a specified date, in which case such representation shall be true and correct only on and as of such date).

The representations, warranties and covenants of the Company shall survive the execution and delivery of this Agreement and the issuance and sale of the Notes. The Company acknowledges that the Agents and, for purposes of any opinions and disclosure letters to be delivered to the Agents pursuant to Article II hereof, counsel for the Company and counsel for the Agents, will rely upon the accuracy and truth of the representations contained in this Agreement and hereby consent to such reliance.

Each time the Registration Statement or Prospectus shall be amended by the filing of a post-effective amendment with the Commission, or the filing by the Company of a Form 10-K or Form 10-Q pursuant to Section 13 of the Exchange Act, or, if so agreed in connection with a particular transaction, the Company shall furnish the Agents with (1) a written opinion and disclosure letter, each dated the date of such amendment, filing, or as otherwise agreed, of counsel to the Company, in substantially the forms previously delivered under Article II(b), but modified, as necessary, to relate to the Registration Statement and the Prospectus as amended or supplemented at such date; (2) a letter, dated the date of such amendment, filing, or as otherwise agreed, of Deloitte & Touche LLP, independent public or certified accountants within the meaning of Regulation S-X under the Securities Act and the Exchange Act and the rules of The Public Company Accounting Oversight Board, in substantially the form previously delivered under Article II(c), but modified, as necessary, to relate to the Registration Statement and the Prospectus as amended or supplemented at such date; (3) a certificate, dated the date of such amendment, filing, or as otherwise agreed and signed by the Secretary or an Assistant Secretary of the Company, in substantially the form previously delivered under Article II(e); and (4) a certificate, dated the date of such amendment, filing, or as otherwise agreed and signed by an executive officer of the Company, in substantially the form previously delivered under Article II(a), but modified, as necessary, to relate to the Registration Statement and the Prospectus as amended or supplemented at such date; and (5) a written opinion and disclosure letter, dated the date of such amendment, filing, or as otherwise agreed, of Davis Polk & Wardwell LLP, counsel to the Agents, in substantially the form previously delivered under Article II(d), but modified, as necessary to relate to the Registration Statement and the Prospectus as amended or supplemented at such date, *provided*, that the written opinion and disclosure letter of Davis Polk & Wardwell LLP provided for in this item (5) shall not be delivered upon the filing of a Form 10-Q at any time following the date of this Agreement if during the quarterly period immediately preceding the scheduled delivery of such opinion (i) Ally Financial Terms Notes have been issued, (ii) each tranche of Ally Financial Term Notes issued during such period

have been rated by at least two nationally recognized statistical rating organizations (as defined in Section 3(a)(62) of the Exchange Act), and (iii) each tranche of Ally Financial Term Notes issued during such period has received an investment grade rating from at least two such nationally recognized statistical rating organizations.

Except as otherwise agreed by the Company and specified in a Terms Agreement with respect to a particular offering of a tranche of Notes, each of the Agents, severally and not jointly, represents, warrants and covenants to the Company that:

(i) it has not made and will not make any offer relating to the Notes that would constitute a free writing prospectus, as defined in Rule 405 under the Securities Act, other than a Permitted Free Writing Prospectus or a free writing prospectus which is not required to be filed by the Company pursuant to Rule 433 under the Securities Act (including, for the avoidance of doubt, customary Bloomberg communication by the Agents to potential purchasers in connection with the preliminary pricing of a particular tranche of Notes (or such other Bloomberg communications by the Agents as may be approved in advance by the Company)); *provided*, that, if so specified in the Terms Agreement or the Company shall otherwise so notify the Agents in writing, the Agent will make no offer relating to the Notes that will constitute a free writing prospectus as defined in Rule 405 under the Securities Act, other than (1) a Permitted Free Writing Prospectus and (2) customary Bloomberg communication by the Agents to potential purchasers in connection with the preliminary pricing of a particular tranche of Notes (or such other Bloomberg communications by the Agents as may be approved in advance by the Company (and not required to be filed by the Company pursuant to Rule 433 under the Securities Act)), without the prior written consent of the Company. Any free writing prospectus or Permitted Free Writing Prospectus prepared by or on behalf of such Agent will only be used by such Agent if it complies in all material respects with the requirement of the Securities Act.

(ii) this Agreement has been duly authorized and validly executed and delivered by such Agent.

(iii) the Agents shall solicit purchases or, if applicable make offers and sales, of the Notes only from such persons and in such manner as is contemplated by the Prospectus. Such solicitation of purchases, offers, and sales, of the Notes will be made only by the Agents or affiliates thereof qualified to do so in the jurisdictions in which such solicitations of purchases, offers or sales are made. Each of the Agents have and will comply with the applicable laws and regulations in each jurisdiction in which it solicits, offers, sells or delivers Notes or distributes any Prospectus or Pricing Disclosure Materials.

(iv) each of the Agents will deliver to each subsequent purchaser who buys Notes directly from an Agent or an affiliate of an Agent, in connection with their original placement of the Notes, a copy of the Pricing Disclosure Material and the Prospectus, as amended and supplemented at the date of such delivery;

and will not form contracts for sale with any prospective investor prior to the delivery to such prospective investor of the final Pricing Disclosure Material; *provided* that the delivery obligations under this paragraph (iv) shall be deemed to be satisfied if the Pricing Disclosure Material and Prospectus are at such time filed with the Commission and available on the Commission's Electronic Data Gathering, Analysis, and Retrieval system ("EDGAR").

ARTICLE VII

The Company agrees to indemnify and hold harmless each Agent, each person, if any, who controls (within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act) such Agent and each of such Agent's and such person's officers and directors against any and all losses, liabilities, costs or claims (or actions in respect thereof) to which any of them may become subject (including all reasonable costs of investigating, disputing or defending any such claim or action), insofar as such losses, liabilities, costs or claims (or actions in respect thereof) arise out of or in connection with any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus (as defined in Rule 433 under the Securities Act) or the Pricing Disclosure Material, or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading *provided* that the Company shall not be liable for any such loss, liability, cost, action or claim arising from any statements or omissions made in reliance on and in conformity with written information provided by an Agent to the Company expressly for use in the Registration Statement, the Prospectus, any Permitted Free Writing Prospectus or the Pricing Disclosure Material or any amendment or supplement thereto; *provided*, *however*, that the foregoing indemnity agreement with respect to any Pricing Disclosure Material shall not inure to the benefit of any Agent from whom the person asserting any such losses, claims, damages or liabilities purchased Notes, or any person controlling such Agent where (i) a reasonable period of time prior to the written confirmation of the sale of Notes to a purchaser thereof, the Company shall have notified such Agent that the Pricing Disclosure Material (as it existed prior to such time) contains an untrue statement of material fact or omits to state therein a material fact required to be stated therein in order to make the statements therein not misleading, (ii) such untrue statement or omission of a material fact was corrected in the Pricing Disclosure Material or, where permitted by law, an Issuer Free Writing Prospectus (as defined in Rule 433 under the Act) and such corrected Pricing Disclosure Material or Issuer Free Writing Prospectus was provided to such Agent a reasonable amount of time in advance of the Pricing Effective Time such that the corrected Pricing Disclosure Material or Issuer Free Writing Prospectus could have been provided to such person at the Pricing Effective Time, (iii) such corrected Pricing Disclosure Material or Issuer Free Writing Prospectus (excluding any document then incorporated or deemed incorporated therein by reference) was not conveyed to such person at the Pricing Effective Time, and (iv) such loss, claim, damage or liability would not have occurred had the corrected Pricing Disclosure Material or Issuer Free Writing Prospectus (excluding any document then incorporated or deemed incorporated therein by reference) been conveyed to such person as provided for in clause (iii) above.

Each Agent (including the Purchasing Agent) severally, and not jointly, agrees to indemnify and hold harmless the Company, each person, if any, who controls (within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act), the Company, and the Company's and such person's officers and directors from and against any and all losses, liabilities, costs or claims (or actions in respect thereof) to which any of them may become subject (including all reasonable costs of investigating, disputing or defending any such claim or action), insofar as such losses, liabilities, costs or claims (or actions in respect thereof) arise out of or in connection with any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Issuer Free Writing Prospectus (as defined in Rule 433 under the Securities Act), the Pricing Disclosure Material, the Prospectus, any free writing prospectus prepared by or on behalf of the Agent, or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, in each case as to the Registration Statement, any Issuer Free Writing Prospectus, the Pricing Disclosure Material, the Prospectus, or any amendment or supplement thereto, only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission was made in the section of the Prospectus entitled "Plan of Distribution" or any amendment or supplement thereto, only with respect to the names of the Agents appearing on the front and back cover page of the Prospectus, if any, the names of the Agents, amounts of any selling concession and reallowance and any discussion of any stabilization activities, over allotment activities, penalty bids or similar types of activities appearing under the heading "Plan of Distribution" in the Prospectus, or was otherwise made in reliance on and in conformity with written information furnished to the Company by you expressly for use in the Registration Statement, any Issuer Free Writing Prospectus, the Pricing Disclosure Material, the Prospectus, or is contained in any free writing prospectus that is not a Permitted Free Writing Prospectus prepared by or on behalf of the Agent (except to the extent such information has been accurately extracted from the Prospectus or any Issuer Free Writing Prospectus prepared by or on behalf of the Company), or any amendment or supplement thereto.

Each Agent (including the Purchasing Agent) severally, and not jointly, agrees to indemnify and hold harmless the Company, the Purchasing Agent, each director and officer of the Company or of the Purchasing Agent, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act) the Company against any and all losses, claims, damages, liabilities, expenses, actions and demands to which they or any of them may become subject (including all reasonable costs of investigating, disputing or defending any such claim, action or demand) under the law of any jurisdiction or which may be made against them arising out of, or in connection with the breach of such Agent (including the Purchasing Agent) of any of the terms, conditions, agreements and representations set forth in subsection (i) of the final paragraph of Article VI hereof.

If any claim, demand, action or proceeding (including any governmental investigation) shall be brought or alleged against an indemnified party in respect of which indemnity is to be sought against an indemnifying party pursuant to the preceding paragraphs, the indemnified party shall promptly notify the indemnifying party in writing, and the indemnifying party, upon request of the indemnified party, shall retain counsel

reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnified party may designate in such proceeding and shall pay the reasonable fees and expenses of such counsel related to such proceeding; *provided*, *however*, that in the event the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of any such proceeding, the indemnified party shall then be entitled to retain counsel reasonably satisfactory to itself and the indemnifying party shall pay the reasonable fees and disbursements of such counsel relating to the proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the reasonable fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to such indemnified party pursuant to the preceding sentence or (iii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is agreed that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate law firm (in addition to local counsel where necessary) for all such indemnified parties. Such firm shall be designated in writing by the indemnified party. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is entitled to indemnification hereunder, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and does not include any statement as to, or any finding of fault, culpability or failure to act by or on behalf of any indemnified party.

If the indemnification provided for in this Article VII is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under this Article VII, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party thereunder as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Agents on the other from the offering of the Notes or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company on the one hand and the Agents on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Agents on the other shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Company from the sale of the Notes and the total

discounts and commissions received by the Underwriters in connection therewith, as provided in this Agreement, bear to the aggregate offering price of the Notes. The relative fault of the Company on the one hand and the Underwriters on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Agents and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Agents agree that it would not be just and equitable if such contribution were determined by pro rata allocation (even if the Agents were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred herein. The amount paid or payable by an indemnified person as a result of the losses, claims, damages and liabilities referred to herein shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such indemnified person in connection with any such action or claim. Notwithstanding the provisions of this paragraph, in no event shall an Agent be required to contribute an amount in excess of the amount by which the total concessions and commissions received by such Agent with respect to the Solicitation, offering or sale of the Notes exceeds the amount of any damages that such Agent has otherwise been required to pay by reasons of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Agents' obligations to contribute pursuant to this paragraph are several in proportion to their respective purchase obligations hereunder and not joint.

The indemnity agreements contained in this Article VII and the representations and warranties of the Company and the Agents in this Agreement, shall remain operative and in full force and effect regardless of: (i) any termination of this Agreement; (ii) any investigation made by an indemnified party or on such party's behalf or any person controlling an indemnified party or by or on behalf of the indemnifying party, its directors or officers or any person controlling the indemnifying party; and (iii) acceptance of and payment for any of the Notes.

ARTICLE VIII

Except as provided in Article V hereof, in soliciting purchases of Notes from the Company, you are acting solely as agent for the Company, and not as principal. You will make reasonable efforts to assist the Company in obtaining performance by each purchaser whose offer to purchase Notes has been accepted by the Company, but you shall not have any liability to the Company in the event such purchase is not consummated for any reason, other than to repay to the Company any commission with respect thereto. Except pursuant to a Terms Agreement, under no circumstances shall you be obligated to purchase any Notes for your own account.

ARTICLE IX

This Agreement may be terminated at any time by either party hereto upon the giving of five business days written notice of such termination to the other party hereto. Termination of this Agreement by the Company may be with respect to all or less than all the Agents. If the Company terminates this Agreement with respect to less than all the Agents, the Selling Agent Agreement shall remain in force for all remaining Agents. In the event of any such termination, neither party shall have any liability to the other party hereto, except for obligations hereunder which expressly survive the termination of this Agreement and except that, if at the time of termination an offer for the purchase of Notes shall have been accepted by the Company but the time of delivery to the purchaser or his agent of the Note or Notes relating thereto shall not yet have occurred, the Company shall have the obligations provided herein with respect to such Note or Notes.

The Agents party to a Terms Agreement may terminate such Terms Agreement (upon consultation with the Company) by notice to the Company, at any time prior to the time on the applicable Settlement Date at which payment would otherwise be due under this Agreement to the Company if, since the time of execution of such Terms Agreement or since the respective dates as of which information is given in the Prospectus, (i) there has occurred any event or development that, individually or in the aggregate, has or could be reasonably likely to have a Material Adverse Effect, except as described in the Pricing Disclosure Material (exclusive of any amendment or supplement thereto), which, in the sole judgment of the Agents, makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Notes as contemplated in such Terms Agreement, or (ii) any condition specified in Article II hereof shall not have been fulfilled when and as required to be fulfilled with respect to such Terms Agreement, or (iii) there has occurred any material adverse change in the financial markets in the United States, any outbreak of hostilities or escalation thereof or any other calamity or crisis, or any change or development in political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Agents, impracticable to proceed with the offering, sale or delivery of the Notes or to enforce contracts for the sale of the Notes, or (iv) trading in any securities of the Company has been suspended or limited by the Commission or the Nasdaq National Market, or if trading generally on the New York Stock Exchange or the Nasdaq National Market has been suspended or limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by such system or by order of the Commission, FINRA or any other Governmental Entity, or (v) a banking moratorium has been declared by the United States or New York authorities or a material disruption has occurred in commercial banking or securities settlement and clearance services in the United States. The termination of this Agreement shall not require termination of any agreement by the Purchasing Agent to purchase Notes as principal, and the termination of any Terms Agreement shall not require termination of this Agreement.

If this Agreement is terminated, the last sentence of the second paragraph of Article IV(a), Article III(c), (d) and (e), Article VIII, Article XI, Article XII and Article XIV shall survive; *provided* that if at the time of termination of this Agreement an offer to purchase Notes has been accepted by the Company but the time of delivery to the purchaser or its agent of such Notes has not occurred, the provisions of Article III, Article IV(b) and Article V shall also survive until time of delivery.

ARTICLE X

Except as otherwise specifically provided herein, all statements, requests, notices and advices hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Agents shall be directed to the Purchasing Agent and shall be directed c/o the Purchasing Agent at its address, or facsimile number set forth below by its signature. Notices to the Company shall be directed to the Company at Ally Detroit Center, 500 Woodward Ave., Floor 10, Detroit, Michigan 48226, Attn: General Counsel, with a copy to Davis Polk & Wardwell LLP, 450 Lexington Ave., New York, New York 10017, Attention: John B. Meade. All such notices shall be effective on receipt.

ARTICLE XI

This Agreement shall be binding upon you and the Company, and inure solely to the benefit of you and the Company and any other person expressly entitled to indemnification hereunder and the respective personal representatives, successors and assigns of each, and no other person shall acquire or have any rights under or by virtue of this Agreement. Each party also irrevocably waives to the fullest extent permitted by applicable law any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

ARTICLE XII

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York. Each party to this Agreement irrevocably agrees that any legal action or proceeding against it arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered against it in connection with this Agreement may be brought in any Federal or New York State court sitting in the Borough of Manhattan, and, by execution and delivery of this Agreement, such party hereby irrevocably accepts and submits to the jurisdiction of each of the aforesaid courts in personam, generally and unconditionally with respect to any such action or proceeding for itself and in respect of its property, assets and revenues. Each party hereby also irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding brought in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum.

ARTICLE XIII

If this Agreement is executed by or on behalf of any party, such person hereby states that at the time of the execution of this Agreement he has no notice of revocation of the power of attorney by which he has executed this Agreement as such attorney.

ARTICLE XIV

The payment of expenses in connection with this Agreement shall be set forth in a separate agreement among the Company and the Purchasing Agent.

ARTICLE XV

The Company and each Agent acknowledge and agree that, except to the extent expressly set forth herein, each Agent is acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of the Notes contemplated by this Agreement (including in connection with determining the terms of the offering) and not as a fiduciary to, or an agent of, the Company or any other person. Each Agent represents and warrants to the Company that, except as previously disclosed in writing to the Company, neither the Agent nor any affiliate thereof, to the best of their respective knowledge, has any current arrangement with any third party which would permit such Agent or any such affiliate to benefit financially, directly or indirectly, from the Agent's participation in the determination of the terms of the offering, including the pricing of the Notes. Additionally, each Agent is not advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Agents shall have no responsibility or liability to the Company with respect thereto. Any review by the Agents of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Agents and shall not be on behalf of the Company.

ARTICLE XVI

(a) In the event that any Agent that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Agent of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Agent that is a Covered Entity or a BHC Act Affiliate of such Agent becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Agent are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States..

For purposes of this Article XVIII: "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b);

or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

ARTICLE XVII

This Agreement may be signed in any number of counterparts and by the parties hereto in separate counterparts, and signature pages may be delivered by facsimile, electronic mail (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transaction Act, the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) or other transmission method, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, and upon acceptance hereof by you, this letter and such acceptance hereof shall constitute a binding agreement between the Company and you.

Very truly yours,

ALLY FINANCIAL INC.

By: _____
Name:
Title:

[*Signature Page to Selling Agent Agreement*]

Confirmed and accepted
as of the date first above
written:

INSPEREX LLC,

as Purchasing Agent

By: _____
Name:
Title:

Address: 200 S. Wacker Dr. Ste 3400 Chicago, IL 60606
Attention: Michael Reichart

Telephone: 312-379-3700

Confirmed and accepted
as of the date first above
written:

CITIGROUP GLOBAL MARKETS INC.,

as Agent

By: _____
Name:
Title:

Address: 388 Greenwich Street, New York, NY 10013
Attention: Transaction Execution Group

Telephone: (212) 816-1135

Facsimile: (646) 291-5209

Email: TEG.NewYork@citi.com

Confirmed and accepted
as of the date first above
written:

J.P. MORGAN SECURITIES LLC,

as Agent

By: _____
Name:
Title:

Address: 383 Madison Avenue, New York, NY 10179
Attention: High Grade Syndicate Desk

Telephone: (212) 834-4533

Facsimile: (212) 834-6081

Confirmed and accepted
as of the date first above
written:

MORGAN STANLEY & CO. LLC,

as Agent

By: _____
Name:
Title:

Address: 1585 Broadway, New York, NY 10036
Attention:

Telephone:

Facsimile:

Confirmed and accepted
as of the date first above
written:

RBC CAPITAL MARKETS, LLC,

as Agent

By: _____
Name:
Title:

Address: 650 From Rd, Suite 151, Paramus, NJ 07652
Attention:

Telephone: (201) 634-8020

Facsimile: (201) 663-4300

Exhibit A
Form of Opinion of Company Counsel

InspereX LLC
Citigroup Global Markets Inc.
J.P. Morgan Securities LLC
Morgan Stanley & Co. LLC
RBC Capital Markets, LLC

c/o InspereX LLC
200 South Wacker Drive
Suite 3400
Chicago, Illinois 60606

Ladies and Gentlemen:

I am issuing this letter in my capacity as Counsel for Ally Financial Inc., a Delaware corporation (the "Company"), in response to the requirements of the Selling Agent Agreement dated August 6, 2021 (the "Selling Agent Agreement") by and among the Company and InspereX LLC, Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and RBC Capital Markets, LLC (the "Agents"), named in the Selling Agent Agreement. The Selling Agent Agreement relates to the offering (the "Offering") of Ally Financial Term Notes of the Company (the "Offered Securities"). Every term which is defined or given a special meaning in the Selling Agent Agreement and which is not given a different meaning in this letter has the same meaning whenever it is used in this letter as the meaning it is given in the Selling Agent Agreement.

In connection with the preparation of this letter, I have among other things read:

(a) the Registration Statement on Form S-3 (Registration No. 333-) filed by the Company with the Securities and Exchange Commission (the "Commission") for the purpose of registering the Offering under the Securities Act of 1933, as amended (the "Securities Act"), which registration statement, as amended and including the documents incorporated therein by reference (the "Incorporated Documents") and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430B under the Securities Act, as constituted at the time any part thereof became effective, is herein called the "Registration Statement";

(b) the related prospectus of the Company dated August 6, 2021, which prospectus, including the Incorporated Documents, is herein called the [*"Basic Prospectus," and as supplemented by the applicable Pricing Supplement, in the form first used to confirm sales of the Offered Securities (or in the form first made available by the Company to the Agents to meet the requests of purchasers of the Offered Securities under Rule 173 under the Securities Act), is hereinafter referred to as the*][1] "Prospectus";

[1] Language in brackets indicates language that may be necessary in connection with Offerings, but not for amendments, supplements or quarterly or other Exchange Act filings.

(c) the Indenture, dated as of September 24, 1996 by and between the Company and The Bank of New York Mellon (successor to JPMorgan Chase Bank, N.A.), as Trustee (the "Trustee"), the First Supplemental Indenture thereto, dated January 1, 1998, the Second Supplemental Indenture thereto, dated as of June 30, 2006, and the Third Supplemental Indenture thereto, dated as of August 24, 2012 (together, and as supplemented from time to time, the "Indenture");

(d) the Fourth Supplemental Indenture, dated August 24, 2012, to the Indenture establishing the Series A Ally Financial Term Notes (with respect to the Series A Ally Financial Term Notes only, the term "Indenture" shall refer to the Indenture, as supplemented by the Fourth Supplemental Indenture);

(e) an executed copy of the Selling Agent Agreement;

(f) specimens of the Offered Securities;

(g) the corporate (or limited liability company, to the extent applicable) proceedings of the Company relating to the execution and delivery of the Indenture (including each supplemental indenture thereto), the Selling Agent Agreement and the Offered Securities;

(h) a copy of the Certificate of Incorporation of the Company, as amended, certified as of a recent date by the Secretary of State of Delaware;

(i) a copy of the By-Laws of the Company; [*and*]

(j) certain resolutions of the Board of Directors and certain written consents of the Executive Committee of the Company[.][*; and*]

[*(k) copies of all certificates and other documents delivered today in connection with the consummation of the Offering.*]

In addition, I have examined and relied on the originals or copies certified or otherwise identified to my satisfaction of all such corporate or limited liability company records of the Company and such other instruments and certificates of public officials, officers and representatives of the Company and such other persons, and I have made such investigations of law as I have deemed appropriate as a basis for the opinions expressed below. I have assumed that there has been no relevant change or development between the dates as of which the information cited in the preceding sentence was given and the date of this letter and that the information upon which I have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading.

I have assumed the conformity of the documents filed with the Commission via the Electronic Data Gathering, Analysis and Retrieval System ("EDGAR"), except for required EDGAR formatting changes, to physical copies of the documents delivered to the Agents and submitted for my examination.

Subject to the assumptions, qualifications and limitations which are identified in this letter, I advise you that:

(i) the Company is validly existing as a corporation and in good standing and duly organized under the laws of the State of Delaware and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or the ownership of its property requires such qualification, except where the failure to be so qualified or be in good standing, individually or in the aggregate, would not have a material adverse effect on the Company and its subsidiaries taken as a whole;

(ii) the Indenture (including each supplemental indenture thereto) has been duly authorized, executed and delivered by the Company, is a valid and binding agreement of the Company, enforceable against the Company, and the Indenture has been duly qualified under the Trust Indenture Act;

(iii) the Offered Securities, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Agents as contemplated by the Selling Agent Agreement, will be entitled to the benefits of the Indenture and will be valid and binding obligations of the Company, enforceable against the Company, assuming the due authorization, execution and delivery by the Trustee of the Indenture and the due authentication and delivery of the Offered Securities by the Trustee in accordance with the Indenture;

(iv) [*each of*] the Selling Agent Agreement [*and the Terms Agreement*][2] has been duly authorized, executed and delivered by the Company, is a valid and binding agreement of the Company and enforceable against the Company in accordance with its terms;

(v) no authorization, consent or approval of, or registration or filing with, any governmental or public body or regulatory authority is required on the part of the Company for the issuance of the Offered Securities in accordance with the Indenture or the sale of the Offered Securities in accordance with the Selling Agent Agreement, other than as may be required under federal or state securities or Blue Sky laws as to which I express no opinion, qualification of the Indenture under the Trust Indenture Act, the listing of the Offered Securities and compliance with any laws of any foreign jurisdiction as to which I express no opinion;

(vi) the issuance of the Offered Securities in accordance with the Indenture and the sale of the Offered Securities pursuant to the Selling Agent Agreement, do not and will not contravene any provision of the statutory laws of the State of New York or any federal law of the United States of America (except I express no opinion in this paragraph as to (a) compliance with any disclosure requirement or any prohibition against fraud or misrepresentation, (b) as to whether performance of any indemnification or contribution provisions would be permitted, or (c) as to federal or state securities laws) or result in any violation by the Company of any of the terms or provisions of the certificate

2 Include language about Terms Agreement if applicable.

of incorporation, bylaws or any material indenture, mortgage or other similar agreement or instrument known to me, by which the Company is bound (except that I express no opinion as to compliance with any financial or accounting test, covenant or cross-default provision or any limitation or restriction expressed as a dollar (or other currency) amount, ratio or percentage in any such agreement);

(vii) the statements in the Prospectus under "Description of Ally Financial Term Notes" and "Plan of Distribution" insofar as such statements constitute summaries of the Indenture, the Ally Financial Term Notes, the Selling Agent Agreement, in each case, as supplemented by the Officer's Certificate or supplemental indenture, as applicable, entered into in accordance with Section 2.01 of the Indenture, or, as applicable, proceedings referred to therein, fairly present in all material respects the information therein with respect to such documents and, as applicable, proceedings;

(viii) each document filed pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") (except financial statements contained therein, as to which I do not express any opinion) and incorporated by reference in the Prospectus complied when so filed, or at the time of any amendment, as to form in all material respects with the Exchange Act and the rules and regulations thereunder; and

(ix) the Registration Statement is effective under the Securities Act and, to the best of my knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued under the Securities Act or proceedings therefor initiated or threatened by the Commission.

With respect to paragraph (viii) above, my opinion is based upon the participation by one or more attorneys, who are members of the Ally Financial Inc. legal staff with whom I have worked, in the preparation of the Registration Statement and the Prospectus and review and discussion of the contents thereof, and upon my general review and discussion of the information furnished therein with, and answers made by, such attorneys, certain officers of the Company and the Company's accountants, but is without independent check or verification except as stated herein.

Except as set forth in paragraph (vii) above, I make no representation that I have independently verified the accuracy, completeness or fairness of the statements contained in the Registration Statement or the Prospectus or that the actions taken in connection with the preparation of the Registration Statement or the Prospectus were sufficient to cause the Prospectus or Registration Statement to be accurate, complete or fair.

I have assumed for purposes of this letter the following: each document I have reviewed for purposes of this letter is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic, complete original and all signatures on each such document are genuine (except that I make no such assumption in respect to the Company's signature to the Selling Agent Agreement); that all natural persons executing documents had and have the legal capacity to do so; that each of the Selling Agent Agreement and every other agreement I have examined for purposes of this letter constitutes a valid and binding obligation of each

party to that document and that each such party has satisfied all legal requirements that are applicable to such party to the extent necessary to entitle such party to enforce such agreement (except that I make no such assumption with respect to the Company); and that you have acted in good faith and without notice of any fact which has caused you to reach any conclusion contrary to any of the conclusions provided in this letter.

In preparing this letter I have assumed and relied upon without independent verification the following: (i) information contained in certificates and articles obtained from governmental authorities; (ii) factual information represented to be true in the Selling Agent Agreement and other documents specifically identified at the beginning of this letter as having been read by me; (iii) the statements in certificates of and other factual information provided to me by the other representatives of the Company; and (iv) the statements in certificates of and other factual information I have obtained from such other sources, such as public officials, as I have deemed reasonable. I have assumed that the information upon which I have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading. For purposes of numbered paragraph (i), I have relied exclusively upon a certificate or articles issued by a governmental authority in the relevant jurisdiction and such opinion is not intended to provide any conclusion or assurance beyond that conveyed by such certificate or articles. I have not undertaken any investigation or search of court records for purposes of this letter.

I confirm that I do not have knowledge that has caused me to conclude that my reliance and assumptions cited in the two immediately preceding paragraphs are unwarranted. Whenever this letter provides advice about (or based upon) my knowledge of any particular information or about any information which has or has not come to my attention such advice is based entirely on my conscious awareness at the time this letter is delivered on the date it bears.

My advice on every legal issue addressed in this letter is based exclusively on the General Corporation Law of the State of Delaware, the laws of the State of New York or the federal laws of the United States, except that I express no opinion as to any law, rule or regulation that is applicable to the Company, the Indenture, the Offered Securities and the Selling Agent Agreement or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Indenture, the Offered Securities and the Selling Agent Agreement or any of its affiliates due to the specific assets or business of such party or such affiliate. I express no opinion with respect to any state securities or "blue sky" laws or regulations, any foreign laws, statutes, governmental rules or regulations or any laws, statutes, governmental rules or regulations which in my experience are not applicable generally to general business corporations in relation to transactions of the kind covered by the Indenture, the Offered Securities and the Selling Agent Agreement. None of the opinions contained in this letter considers or covers (i) any financial statements or supporting schedules (or any notes to any such statements or schedules) or other financial or statistical information set forth or incorporated by reference in (or omitted from) the Registration Statement or the Prospectus or (ii) any rules and regulations of the Financial Industry Regulatory Authority, Inc. relating to the compensation of underwriters.

My opinion on each legal issue addressed in this letter represents my opinion as to how that issue would be resolved were it to be considered by the highest court of the jurisdiction upon whose law my opinion on that issue is based. The manner in which any particular issue would be treated in any actual court case would depend in part on facts and circumstances particular to the case, and this letter is not intended to guarantee the outcome of any legal dispute which may arise in the future.

My opinions in paragraphs (ii), (iii) and (iv) are subject to the reservations and qualifications that (A) enforcement may be limited or affected by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, and by general principles of reasonableness and equity, regardless of whether such enforceability is considered in a proceeding in equity or at law, and that rights to indemnity under the Selling Agent Agreement may be limited under applicable U.S. Federal or state law; (B) I express no opinion as to the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law; (C) I express no opinion as to the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Offered Securities to the extent determined to constitute unearned interest; (D) I have assumed that each party to the Indenture, the Offered Securities and the Selling Agent Agreement has been duly incorporated and is validly existing and in good standing under the laws of the jurisdiction of its organization; and (E) I have assumed that (1) the execution, delivery and performance by each party thereto of the Indenture, the Offered Securities and the Selling Agent Agreement (a) are within its corporate powers; (b) do not contravene, or constitute a default under, the certificate of incorporation or bylaws or other constitutive documents of such party; (c) require no action by or in respect of, or filing with, any governmental body, agency or official and (d) do not contravene, or constitute a default under, any provision of applicable law or regulation or any judgment, injunction, order or decree or any agreement or other instrument binding upon such party, *provided* that I make no such assumption to the extent that I have specifically opined as to such matters with respect to the Company.

This letter speaks as of the time of its delivery on the date it bears. I do not assume any obligation to provide you with any subsequent opinion or advice by reason of any fact about which I did not have knowledge at that time, by reason of any change subsequent to that time in any law other governmental requirement or interpretation thereof covered by any of my opinions or advice, or for any other reason.

This letter may be relied upon by the Agents only for the purpose served by the provision in the Selling Agent Agreement cited in the initial paragraph of this letter in response to which it has been delivered. Without my written consent: (i) no person other than the Agents may rely on this letter for any purpose; (ii) this letter may not be cited or quoted in any financial statement, prospectus, private placement memorandum or other similar document; (iii) this letter may not be cited or quoted in any other document or communication which might encourage reliance upon this letter by any person or for any purpose excluded by the restrictions in this paragraph; and (iv) copies of this letter may not be furnished to anyone for purposes of encouraging such reliance.

Very truly yours,

By: _____
Name:
Title: Counsel

Exhibit B
Form of Disclosure Letter of Company Counsel

InspereX LLC
Citigroup Global Markets Inc.
J.P. Morgan Securities LLC
Morgan Stanley & Co. LLC
RBC Capital Markets, LLC

c/o InspereX LLC
200 South Wacker Drive
Suite 3400
Chicago, Illinois 60606

Dear Ladies and Gentlemen:

Ladies and Gentlemen:

I am issuing this letter in my capacity as Counsel for Ally Financial Inc., a Delaware corporation (the "Company"), in response to the requirements of the Selling Agent Agreement dated August 6, 2021 (the "Selling Agent Agreement") by and among the Company and InspereX LLC, Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and RBC Capital Markets, LLC (the "Agents"), named in the Selling Agent Agreement. The Selling Agent Agreement relates to the offering (the "Offering") of Ally Financial Term Notes of the Company (the "Offered Securities"). Every term which is defined or given a special meaning in the Selling Agent Agreement and which is not given a different meaning in this letter has the same meaning whenever it is used in this letter as the meaning it is given in the Selling Agent Agreement.

In connection with the preparation of this letter, I have among other things read:

(a) the Registration Statement on Form S-3 (Registration No. 333-) filed by the Company with the Securities and Exchange Commission (the "Commission") for the purpose of registering the Offering under the Securities Act of 1933, as amended (the "Securities Act"), which registration statement, as amended and including the documents incorporated therein by reference (the "Incorporated Documents") and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430B under the Securities Act, as constituted at the time any part thereof became effective, is herein called the "Registration Statement";

(b) the related prospectus of the Company dated August 6, 2021, which prospectus, including the Incorporated Documents, is herein called the [*"Basic Prospectus," and as supplemented by the applicable Pricing Supplement, in the form first used to confirm sales of the Offered Securities (or in the form first made available by the Company to the Agents to meet the requests of purchasers of the Offered Securities under Rule 173 under the Securities Act), is hereinafter referred to as the*][3] "Prospectus";

[3] Language in brackets indicates language that may be necessary in connection with Offerings, but not for amendments, supplements or quarterly or other Exchange Act filings.

(c) the Indenture, dated as of September 24, 1996 by and between the Company and The Bank of New York Mellon (successor to JPMorgan Chase Bank, N.A.), as Trustee (the "Trustee"), the First Supplemental Indenture thereto, dated January 1, 1998, the Second Supplemental Indenture thereto, dated as of June 30, 2006, and the Third Supplemental Indenture thereto, dated as of August 24, 2012 (together, and as supplemented from time to time, the "Indenture");

(d) the Fourth Supplemental Indenture, dated August 24, 2012, to the Indenture establishing the Series A Ally Financial Term Notes (with respect to the Series A Ally Financial Term Notes only, the term "Indenture" shall refer to the Indenture, as supplemented by the Fourth Supplemental Indenture);

(e) an executed copy of the Selling Agent Agreement;

(f) specimens of the Offered Securities;

(g) the corporate (or limited liability company, to the extent applicable) proceedings of the Company relating to the execution and delivery of the Indenture (including each supplemental indenture thereto), the Selling Agent Agreement and the Offered Securities;

(h) a copy of the Certificate of Incorporation of the Company, as amended, certified as of a recent date by the Secretary of State of Delaware;

(i) a copy of the By-Laws of the Company;

(j) certain resolutions of the Board of Directors and certain written consents of the Executive Committee of the Company[.][*; and*]

[*(k) copies of all certificates and other documents delivered today in connection with the consummation of the Offering.*]

I have assumed, without independent inquiry or investigation, the conformity of the documents filed with the Commission via the Electronic Data Gathering, Analysis and Retrieval System ("EDGAR"), except for required EDGAR formatting changes, to physical copies of the documents delivered to the Agents and submitted for my examination.

The primary purpose of my participation in the preparation of the Registration Statement [and][,] the Prospectus [*and the Pricing Disclosure Material*] was not to establish or confirm factual matters or financial, accounting or quantitative information. Furthermore, many determinations involved in the preparation of the Registration

Statement [and][,] the Prospectus [*and the Pricing Disclosure Material*] are of a wholly or partially non-legal character or relate to legal matters outside the scope of the opinion separately delivered to you today in respect of certain matters under the laws of the State of New York, the federal laws of the United States of America and the General Corporation Law of the State of Delaware. As a result, I am not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement [or][,] the Prospectus [*or the Pricing Disclosure Material*], and I have not myself checked the accuracy, completeness or fairness of, or otherwise verified, the information furnished in such documents. However, in the course of my acting as Counsel to the Company, I have participated in the preparation of the Registration Statement [and][,] the Prospectus [*and the Pricing Disclosure Material*]. During the course of such preparation, I or attorneys on my staff have examined various documents, including those listed at the beginning of this letter, and have participated in various conferences with your representatives and with certain officers and employees of, and independent public accountants for, the Company, and with representatives of the Agents, at which conferences the contents of the Registration Statement [and][,] the Prospectus [*and the Pricing Disclosure Material*] (and the documents incorporated therein by reference) were reviewed and discussed.

Based on my participation in the conferences and discussions identified above, my understanding of applicable law and the experience that I have gained in the practice thereunder, and relying as to factual matters to the extent deemed appropriate by me upon the representations and statements of officers and other representatives of the Company and others as to the existence and consequence of certain factual and other matters, and without independent check or verification, except as stated:

(i) each document filed pursuant to the Exchange Act and incorporated by reference in the Prospectus, appears on its face to be appropriately responsive in all material respects to the requirements of the Exchange Act and the applicable rules and regulations thereunder;

(ii) nothing has come to my attention that causes me to believe that, insofar as relevant to the offering of the Offered Securities, each part of the Registration Statement (including the documents incorporated by reference therein), filed with the Commission pursuant to the Securities Act relating to the Company's Offered Securities, when such part became effective, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading;

(iii) the Registration Statement and the Prospectus appear on their face to be appropriately responsive in all material respects to the requirements of the Securities Act and the rules and regulations of the Commission thereunder; and

(iv) nothing has come to my attention that causes me to believe that, insofar as relevant to the offering of the Offered Securities, (a) any part of the Registration Statement, when such part became effective, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make

the statements therein not misleading or (b) the Prospectus as of the date hereof contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In providing this letter to you and the other several Agents, I have not been called to pass upon, and I express no opinion or belief as to, the financial statements or financial schedules or other financial, accounting or statistical data included in the Registration Statement[*, the Pricing Disclosure Material*], the Prospectus or the Statement of Eligibility of the Trustee on Form T-1 and am not passing on the adequacy or accuracy of the derivation or compilation from the Company's accounting records or other sources of the financial or statistical data included in the Registration Statement[or][,] the Prospectus [*or the Pricing Disclosure Material*]. It is understood, for the purpose of this letter, that any data furnished in accordance with ["Guide 3. Statistical Disclosure by Bank Holding Companies" under the Securities Act][4] is financial data. [*In addition, I express no view as to the conveyance of any Pricing Disclosure Material or the information contained therein to investors.*]

This letter speaks as of the time of its delivery on the date it bears. I do not assume any obligation to provide you with any subsequent opinion or advice by reason of any fact about which I did not have knowledge at that time, by reason of any change subsequent to that time in any law other governmental requirement or interpretation thereof, or for any other reason.

This letter is delivered solely to you and the other several Agents in connection with the Selling Agent Agreement. This letter may be relied upon by the Agents only for the purpose served by the provision in the Selling Agent Agreement cited in the initial paragraph of this letter in response to which it has been delivered. Without my written consent: (i) no person other than the Agents (including any person acquiring the Offered Securities from the several Agents) may rely on this letter for any purpose; (ii) this letter may not be cited or quoted in any financial statement, prospectus, private placement memorandum or other similar document; (iii) this letter may not be cited or quoted in any other document or communication which might encourage reliance upon this letter by any person or for any purpose excluded by the restrictions in this paragraph; and (iv) copies of this letter may not be furnished to any person other than the Agents.

Very truly yours,

By: _____
Name:
Title: Counsel

4 Reference to Guide 3 to be updated once new Item 1400 of Regulation S-K implemented by the Company.

Exhibit C
Form of Opinion of Davis Polk & Wardwell LLP

InspereX LLC
Citigroup Global Markets Inc.
J.P. Morgan Securities LLC
Morgan Stanley & Co. LLC
RBC Capital Markets, LLC

c/o InspereX LLC
200 South Wacker Drive
Suite 3400
Chicago, Illinois 60606

Ladies and Gentlemen:

We have acted as counsel for you, the sales agents (the "Agents") named in the Selling Agent Agreement dated as of August 6, 2021 (the "Selling Agent Agreement") between each of you and Ally Financial Inc., a Delaware corporation (the "Company"), under which you have severally agreed to act as agents for the Company to solicit purchasers for, or to purchase from the Company as principal, an indeterminate amount of the Company's Ally Financial Term Notes Due from Nine Months to Thirty Years from Date of Issue (the "Notes"). The Notes are to be issued pursuant to the provisions of an indenture dated as of September 24, 1996, as amended by a First Supplemental Indenture dated as of January 1, 1998, a Second Supplemental Indenture dated as of June 30, 2006 and a Third Supplemental Indenture dated as of August 24, 2012 (together, the "Indenture"), between the Company and The Bank of New York Mellon (successor to JPMorgan Chase Bank, N.A.), as Trustee (the "Trustee"). The Notes include the Series A Ally Financial Term Notes to be issued pursuant to the Indenture, as supplemented by the Fourth Supplemental Indenture, dated as of August 24, 2012, to the Indenture, which establishes the Series A Ally Financial Term Notes (with respect to the Series A Ally Financial Term Notes only, the term "Indenture" shall refer to the Indenture, as supplemented by the Fourth Supplemental Indenture).

We have examined originals or copies of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion.

We have also participated in the preparation of the Company's registration statement on Form S-3 (Registration No. 333-) (other than the documents incorporated by reference therein (the "Incorporated Documents")) filed with the Securities and Exchange Commission (the "Commission") pursuant to the provisions of the Securities Act of 1933, as amended (the "Act"), relating to the registration of the Notes to be issued from time to time by the Company and have reviewed the Incorporated Documents. The registration statement became effective under the Act and the Indenture qualified with respect to the relevant Shelf Securities under the Trust Indenture Act of 1939, as amended, upon the filing of the registration statement with the

Commission on August 6, 2021 pursuant to Rule 462(e) under the Act. The registration statement at the date of the Selling Agent Agreement, including the Incorporated Documents and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430B under the Act, is hereinafter referred to as the "Registration Statement," and the related prospectus (including the Incorporated Documents) dated as of August 6, 2021 relating to the Notes is hereinafter referred to as the "Prospectus."

In rendering the opinions expressed herein, we have, without independent inquiry or investigation, assumed that (i) all documents submitted to us as originals are authentic and complete, (ii) all documents submitted to us as copies conform to authentic, complete originals, (iii) all documents filed with or submitted to the Commission through its Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system (except for required EDGAR formatting changes) conform to the versions of such documents reviewed by us prior to such formatting, (iv) all signatures on all documents that we reviewed are genuine, (v) all natural persons executing documents had and have the legal capacity to do so, (vi) all statements in certificates of public officials and officers of the Company that we reviewed were and are accurate and (vii) all representations made by the Company as to matters of fact in the documents that we reviewed were and are accurate.

Based upon the foregoing, and subject to the additional assumptions and qualifications set forth below, we are of the opinion that:

1. The Company is validly existing as a corporation in good standing under the laws of the State of Delaware.

2. The Indenture has been duly authorized, executed and delivered by the Company and is a valid and binding agreement of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, *provided* that we express no opinion as to (x) the enforceability of any waiver of rights under any usury or stay law, (y) the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law on the conclusions expressed above, and (z) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Notes to the extent determined to constitute unearned interest.

3. The Notes have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the purchasers thereof, will be valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, and will be entitled to the benefits of the Indenture pursuant to which such Notes are to be issued, *provided* that we express no opinion as to (x) the enforceability of any waiver of rights under any usury or stay law, (y) the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable

law on the conclusions expressed above, and (z) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Notes to the extent determined to constitute unearned interest.

4. The Selling Agent Agreement has been duly authorized, executed and delivered by the Company.

We have considered the statements included in the Prospectus under the captions "Description of Ally Financial Term Notes" and "Plan of Distribution" insofar as they summarize provisions of the Indenture, the Notes and the Selling Agent Agreement. In our opinion, such statements fairly summarize these provisions in all material respects.

Notwithstanding the foregoing, our opinions do not address any application of the Commodity Exchange Act, as amended, or the rules, regulations or interpretations of the Commodity Futures Trading Commission to the Notes, the payments of principal or interest on which, or any other payment with respect to which, will be determined by reference to one or more currency exchange rates, commodities, securities issued by the Company or by entities affiliated or unaffiliated with the Company, baskets of such securities or indices and on such other terms as may be set forth in the relevant pricing supplement specifically relating to the Notes.

In rendering the opinions in paragraphs (2) through (4) above, we have assumed that each party to the Indenture, the Selling Agent Agreement and the Notes (the "Documents") has been duly incorporated and is validly existing and in good standing under the laws of the jurisdiction of its organization (other than as expressly covered above in respect of the Company). In addition, we have assumed that (i) the execution, delivery and performance by each party thereto of each Document to which it is a party, (a) are within its corporate powers, (b) do not contravene, or constitute a default under, the certificate of incorporation or bylaws or other constitutive documents of such party, (c) require no action by or in respect of, or filing with, any governmental body, agency or official and (d) do not contravene, or constitute a default under, any provision of applicable law or regulation or any judgment, injunction, order or decree or any agreement or other instrument binding upon such party, *provided* that we make no such assumption to the extent that we have specifically opined as to such matters with respect to the Company, and (ii) each Document (other than the Selling Agent Agreement) is a valid, binding and enforceable agreement of each party thereto (other than as expressly covered above in respect of the Company). For the purposes of the opinion expressed in paragraph (3) above, (i) we have, with your approval, assumed that (a) the Notes will conform to the forms attached as exhibits to the Indenture or as provided for by the Indenture and will be completed in accordance with the requirements of the Indenture and the Administrative Procedures (as defined in the Selling Agent Agreement) and (b) none of the terms of the Notes not contained in the forms examined by us will violate any applicable law or be unenforceable, and (ii) we note that, as of the date of this opinion, a judgment for money in an action based on the Notes in a federal or state court in the United States ordinarily would be enforced in the United States only in United States dollars. The date used to determine the rate of conversion into United States dollars will depend upon various factors, including which court renders the judgment.

We are members of the Bar of the State of New York, and the foregoing opinion is limited to the laws of the State of New York, the federal laws of the United States of America and the General Corporation Law of the State of Delaware, except that we express no opinion as to any law, rule or regulation that is applicable to the Company, the Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Documents or any of its affiliates due to the specific assets or business of such party or such affiliate.

This opinion is rendered solely to you in connection with the Selling Agent Agreement. This opinion may not be relied upon by you for any other purpose or relied upon by any other person (including any person acquiring Notes from any Agent) or furnished to any other person without our prior written consent.

Very truly yours,

By: _____
Name:
Title:

Exhibit D
Form of Disclosure Letter of Davis Polk & Wardwell LLP

InspereX LLC
Citigroup Global Markets Inc.
J.P. Morgan Securities LLC
Morgan Stanley & Co. LLC
RBC Capital Markets, LLC

c/o InspereX LLC
200 South Wacker Drive
Suite 3400
Chicago, Illinois 60606

Ladies and Gentlemen:

We have acted as counsel for you, the sales agents (the "Agents") named in the Selling Agent Agreement dated as of August 6, 2021 (the "Selling Agent Agreement") between each of you and Ally Financial Inc., a Delaware corporation (the "Company"), under which you have severally agreed to act as agents for the Company to solicit purchasers for, or to purchase from the Company as principal, an indeterminate amount of the Company's Ally Financial Term Notes Due from Nine Months to Thirty Years from Date of Issue (the "Notes"). The Notes are to be issued pursuant to the provisions of an indenture dated as of September 24, 1996, as amended by a First Supplemental Indenture dated as of January 1, 1998, a Second Supplemental Indenture dated as of June 30, 2006 and a Third Supplemental Indenture dated as of August 24, 2012 (together, the "Indenture"), between the Company and The Bank of New York Mellon (successor to JPMorgan Chase Bank, N.A.), as Trustee (the "Trustee"). The Notes include the Series A Ally Financial Term Notes to be issued pursuant the Indenture, as supplemented by the Fourth Supplemental Indenture, dated as of August 24, 2012, to the Indenture, which establishes the Series A Ally Financial Term Notes (with respect to the Series A Ally Financial Term Notes only, the term "Indenture" shall refer to the Indenture, as supplemented by the Fourth Supplemental Indenture).

We have participated in the preparation of the Company's registration statement on Form S-3 (Registration No. 333-) (other than the documents incorporated by reference therein (the "Incorporated Documents")) filed with the Securities and Exchange Commission (the "Commission") pursuant to the provisions of the Securities Act of 1933, as amended (the "Act"), relating to the registration of the Notes to be issued from time to time by the Company and have reviewed the Incorporated Documents. The registration statement at the date of the Selling Agent Agreement, including the Incorporated Documents and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430B under the Act, is hereinafter referred to as the "Registration Statement," and the related prospectus (including the Incorporated Documents) dated as of August 6, 2021 relating to the Notes is hereinafter referred to as the "Prospectus."

We have, without independent inquiry or investigation, assumed that all documents filed with or submitted to the Commission through its Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system (except for required EDGAR formatting changes) conform to the versions of such documents reviewed by us prior to such formatting.

The primary purpose of our professional engagement was not to establish or confirm factual matters or financial, accounting or quantitative information. Furthermore, many determinations involved in the preparation of the Registration Statement and the Prospectus are of a wholly or partially non-legal character or relate to legal matters outside the scope of our opinion separately delivered to you today in respect of certain matters under the laws of the State of New York, the federal laws of the United States of America and the General Corporation Law of the State of Delaware. As a result, we are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement or the Prospectus, and we have not ourselves checked the accuracy, completeness or fairness of, or otherwise verified, the information furnished in such documents (except to the extent expressly set forth in our opinion letter separately delivered to you today as to statements included in the Prospectus under the captions "Description of Ally Financial Term Notes" and "Plan of Distribution"). However, in the course of our acting as counsel to you in connection with the review of the Registration Statement and the Prospectus, we have generally reviewed and discussed with your representatives and with certain officers and employees of, and counsel and independent public accountants for, the Company the information furnished, whether or not subject to our check and verification. We have also reviewed and relied upon certain corporate records and documents, letters from counsel and accountants and oral and written statements of officers and other representatives of the Company and others as to the existence and consequence of certain factual and other matters.

On the basis of the information gained in the course of the performance of the services rendered above, but without independent check or verification except as stated above:

(i) the Registration Statement and the Prospectus appear on their face to be appropriately responsive in all material respects to the requirements of the Act and the applicable rules and regulations of the Commission thereunder; and

(ii) nothing has come to our attention that causes us to believe that, insofar as relevant to the offering of the Notes, (a) on the date of the Selling Agent Agreement, the Registration Statement contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (b) the Prospectus as of the date of the Selling Agent Agreement [*or as of the date hereof*] contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading [*(except that we express no view with respect to any information concerning any offering of particular Notes to the extent such information is set forth in pricing supplements to the Prospectus)*].

In providing this letter to you, we have not been called to pass upon, and we express no view regarding, the financial statements or financial schedules or other financial or accounting data included in the Registration Statement or the Prospectus, or the Statement of Eligibility of the Trustee on Form T-1. It is understood, for the purpose of this letter, that any data furnished in accordance with "Guide 3. Statistical Disclosure by Bank Holding Companies" under the Act is financial data.

This letter is delivered solely to you in connection with the Selling Agent Agreement. This letter may not be relied upon by you for any other purpose or relied upon by any other person (including any person acquiring Notes from any Agent) or furnished to any other person without our prior written consent.

Very truly yours,

By: _____
Name:
Title:

Exhibit E
Ally Financial Term Note
Ally Financial Inc.
Dealer Agent Program

The following Concessions are payable as a percentage of the non-discounted price to public of each Note sold through the Purchasing Agent.

Maturity	Total Fees
Less than 1.5 years	0.300%
1.5 years to less than 2 years	0.425%
2 years to less than 2.5 years	0.550%
2.5 years to less than 3.5 years	0.825%
3.5 years to less than 4.5 years	0.950%
4.5 years to less than 5.5 years	1.250%
5.5 years to less than 6.5 years	1.350%
6.5 years to less than 7.5 years	1.450%
7.5 years to less than 8.5 years	1.550%
8.5 years to less than 9.5 years	1.650%
9.5 years to less than 10.5 years	1.800%
10.5 years to less than 11.5 years	1.900%
11.5 years to less than 12.5 years	2.000%
12.5 years to less than 13.5 years	2.150%
13.5 years to less than 14.5 years	2.300%
14.5 years to less than 15.5 years	2.500%
15.5 years to less than 16.5 years	2.600%
16.5 years to less than 17.5 years	2.700%
17.5 years to less than 18.5 years	2.800%
18.5 years to less than 19.5 years	2.900%
19.5 years to less than 20.5 years	3.000%
20.5 years to less than 21.5 years	3.000%
21.5 years to less than 22.5 years	3.000%
22.5 years to less than 23.5 years	3.000%
23.5 years to less than 24.5 years	3.000%
24.5 years to less than 25.5 years	3.000%
25.5 years to less than 26.5 years	3.000%
26.5 years to less than 27.5 years	3.000%
27.5 years to less than 28.5 years	3.000%
28.5 years to less than 29.5 years	3.000%
29.5 years to more than 30 years	3.150%

Exhibit F
Ally Financial Inc.
Ally Financial Term Notes
Due from Nine Months to Thirty Years from Date of Issue

Administrative Procedures

Ally Financial Term Notes Due from Nine Months to Thirty Years from Date of Issue are offered on a continuing basis by Ally Financial Inc. The Notes will be offered by InspereX LLC (the "Purchasing Agent"), Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and RBC Capital Markets, LLC (collectively, the "Agents") pursuant to a Selling Agent Agreement among the Company and the Agents dated as of the date hereof (the "Selling Agreement") and one or more terms agreements substantially in the form attached to the Selling Agreement as Exhibit G (each a "Terms Agreement"). The Notes are being resold by the Purchasing Agent (and by any Agent that purchases them from the Purchasing Agent) to (i) customers of the Agents or (ii) selected broker-dealers (the "Selling Group") for distribution to their customers pursuant to a Master Selected Dealer Agreement (a "Dealer Agreement") attached hereto substantially in the representative form of Exhibit I. The Agents have agreed to use their reasonable best efforts to solicit purchases of the Notes. The Notes will be unsecured and unsubordinated debt and have been registered with the Securities and Exchange Commission (the "Commission"). The Bank of New York Mellon (as successor to JPMorgan Chase Bank, N.A.) is the trustee (the "Trustee") under an Indenture dated as of September 24, 1996, as amended and supplemented from time to time, between the Company and the Trustee (the "Indenture") covering the Notes. Pursuant to the terms of the Indenture, The Bank of New York Mellon, also will serve as authenticating agent, issuing agent and paying agent.

Each tranche of Notes will be issued in book-entry only form ("Notes") and represented by one or more fully registered global notes without coupons (each, a "Global Note") held by the Trustee, as agent for The Depository Trust Corporation ("DTC") and recorded in the book-entry system maintained by DTC. Each Global Note will have the annual interest rate (which may be fixed or floating), maturity and other terms set forth in the relevant Pricing Supplement (as defined in the Selling Agreement). Owners of beneficial interests in a Global Note will be entitled to physical delivery of Notes issued in certificated form equal in principal amount to their respective beneficial interests only upon certain limited circumstances described in the Indenture.

Administrative procedures and specific terms of the offering are explained below. Administrative responsibilities will be handled for the Company by its Treasury Department; accountable document control and record-keeping responsibilities will be performed by its Controller's Department. The Company will advise the Agents and the Trustee in writing of those persons handling administrative responsibilities with whom the Agents and the Trustee are to communicate regarding offers to purchase Notes and the details of their delivery.

Notes will be issued in accordance with the administrative procedures set forth herein. To the extent the procedures set forth below conflict with or omit certain of the provisions of the Notes, the Indenture, the Selling Agent Agreements or the Prospectus and the applicable Pricing Supplement (together, the "Prospectus"), the relevant provisions of the Notes, the Indenture, the Selling Agent Agreements and the Prospectus shall control. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Selling Agent Agreement, the Prospectus in the form most recently filed with the Commission pursuant to Rule 424 of the Securities Act, or in the Indenture.

Administrative Procedures for Notes

In connection with the qualification of Notes for eligibility in the book-entry system maintained by DTC, the Trustee will perform the custodial, document control and administrative functions described below, in accordance with its obligations under a Letter of Representations from the Company and the Trustee to DTC, dated August 24, 2012, and a Medium-Term Note Certificate Agreement between the Trustee and DTC (the "Certificate Agreement") dated March 10, 1989, and its obligations as a participant in DTC, including DTC's Same-Day Funds Settlement System ("SDFS"). The procedures set forth below may be modified in compliance with DTC's then-applicable procedures and upon agreement by the Company, the Trustee and the Purchasing Agent. Notes for which interest is calculated on the basis of a fixed interest rate, which may be zero during all or any part of the term in the case of certain Notes issued at a price representing a substantial discount from the principal amount payable at Maturity, are referred to herein as "Fixed Rate Notes." Notes for which interest is calculated on the basis of a floating interest rate are referred to herein as "Floating Rate Notes."

Maturities:	Each Note will mature on a date (the "Maturity Date") not less than nine months after the date of delivery by the Company of such Note. Notes will mature on any date selected by the initial purchaser and agreed to by the Company. "Maturity" when used with respect to any Note, means the date on which the outstanding principal amount of such Note becomes due and payable in full in accordance with its terms, whether at its Maturity Date or by declaration of acceleration, call for redemption, notice for repayment (including exercise of a Survivor's Option) or otherwise.
Issuance:	All Fixed Rate Notes having the same terms (collectively the "Fixed Rate Terms") will be represented initially by a single Global Note in fully registered form without coupons. All Floating Rate Notes which have the same terms (collectively, the "Floating Rate Terms") will be represented initially by a single Global Note in fully registered form without coupons. All Discount Notes which have the same terms (collectively, the "Discount Terms") will be represented initially by a single Global Note in fully registered form without coupons.

	Each Global Note will be dated and issued as of the date of its authentication by the Trustee. Each Global Note will bear an Issue Date, which will be (i) with respect to an original Global Note (or any portion thereof), its original issuance date (which will be the Settlement Date for the Notes represented by such Global Note) and (ii) with respect to any Global Note (or portion thereof) issued subsequently upon exchange of a Global Note or in lieu of a destroyed, lost or stolen Global Note, the most recent Interest Payment Date to which interest, if any, has been paid or duly provided for on the predecessor Global Note or Notes (or if no such payment or provision has been made, the original issuance date of the predecessor Global Note or Notes), regardless of the date of authentication of such subsequently issued Global Note.
Identification Numbers:	The Purchasing Agent, on behalf of the Company, has received from CUSIP Global Services ("CUSIP Global Services"), which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence, a division of S&P Global Inc. ("Standard & Poor's"), a series of CUSIP numbers consisting of approximately 900 CUSIP numbers for future assignment to Global Notes. The Company will provide DTC and the Trustee with a list of such CUSIP numbers. On behalf of the Company, the Purchasing Agent will assign CUSIP numbers as described below under Settlement Procedure "B." DTC will notify CUSIP Global Services periodically of the CUSIP numbers that the Company has assigned to Global Notes. The Company will reserve additional CUSIP numbers when necessary for assignment to Global Notes and will provide the Trustee and DTC with the list of additional CUSIP numbers so obtained.
Registration:	Unless otherwise specified by DTC, Global Notes will be issued only in fully registered form without coupons. Each Global Note will be registered in the name of Cede & Co., as nominee for DTC, on the Note Register maintained under the Indenture by the Trustee. The beneficial owner of a Note (or one or more indirect participants in DTC designated by such owner) will designate one or more participants in DTC (with respect to such Note, the "Participants") to act as agent or agents for such owner in connection with the book-entry system maintained by DTC, and DTC will record in book-entry form, in accordance with instructions provided by such Participants, a credit balance with respect to such beneficial owner of such Note in the account of such Participants. The ownership interest of such beneficial owner in such Note will be recorded through the records of such Participants or through the separate records of such Participants and one or more indirect participants in DTC.

Transfers:	Transfers of interests in a Global Note will be accomplished by book entries made by DTC and, in turn, by Participants (and in certain cases, one or more indirect participants in DTC) acting on behalf of beneficial transferors and transferees of such interests.
Exchanges:	The Trustee, at the Company's request, may deliver to DTC and CUSIP Global Services at any time a written notice of consolidation specifying (a) the CUSIP numbers of two or more Global Notes outstanding on such date that represent Notes having the same Fixed Rate Terms, Floating Rate Terms or Discount Terms, as the case may be, (except that Issue Dates need not be the same) and for which interest, if any, has been paid to the same date and which otherwise constitute Notes of the same series and tenor under the Indenture, (b) a date, occurring at least 30 days after such written notice is delivered and at least 30 days before the next Interest Payment Date, if any, for the related Notes, on which such Global Notes shall be exchanged for a single replacement Global Note; and (c) a new CUSIP number, obtained from the Company, to be assigned to such replacement Global Note. Upon receipt of such a notice, DTC will send to its participants (including the Issuing Agent) and the Trustee a written reorganization notice to the effect that such exchange will occur on such date. Prior to the specified exchange date, the Trustee will deliver to CUSIP Global Services written notice setting forth such exchange date and the new CUSIP number and stating that, as of such exchange date, the CUSIP numbers of the Global Notes to be exchanged will no longer be valid. On the specified exchange date, the Trustee will exchange such Global Notes for a single Global Note bearing the new CUSIP number and the CUSIP numbers of the exchanged Global Notes will, in accordance with CUSIP Global Services procedures, be cancelled and not immediately reassigned. Notwithstanding the foregoing, if the Global Notes to be exchanged exceed $500,000,000 in aggregate principal or face amount, one replacement Global Note will be authenticated and issued to represent each $500,000,000 of principal or face amount of the exchanged Global Notes and an additional Global Note will be authenticated and issued to represent any remaining principal amount of such Global Notes (See "Denominations" below).

Denominations:	Unless otherwise agreed by the Company, Notes will be issued in denominations of $1,000 or more (in integral multiples of $1,000). Global Notes will be denominated in principal or face amounts not in excess of $500,000,000. If one or more Notes having an aggregate principal or face amount in excess of $500,000,000 would, but for the preceding sentence, be represented by a single Global Note, then one Global Note will be issued to represent each $500,000,000 principal or face amount of such Note or Notes and an additional Global Note will be issued to represent any remaining principal amount of such Note or Notes. In such case, each of the Global Notes representing such Note or Notes shall be assigned the same CUSIP number.
Issue Price:	Unless otherwise specified in an applicable Pricing Supplement, each Note will be issued at the percentage of principal amount specified in the Prospectus relating to such Note.
Interest:	*General*. Each Note will bear interest at either a fixed or floating rate, as specified in the applicable Pricing Supplement. Interest on each Note will accrue from and including the Issue Date of such Note for the first interest period and from and including the most recent Interest Payment Date to which interest has been paid for all subsequent interest periods. Except as set forth hereafter, each payment of interest on a Note will include interest accrued to, but excluding, as the case may be, the applicable Interest Payment Date or the date of Maturity. Any payment of principal, premium or interest required to be made on a day that is not a Business Day (as defined below) may be made on the next succeeding Business Day and no interest shall accrue as a result of any such delayed payment. Each pending deposit message described under Settlement Procedure "C" below will be routed to Standard & Poor's Financial Services, LLC, a division of The McGraw Hill Companies ("S&P Financial Services"), which will use the message to include certain information regarding the related Notes in the appropriate daily bond report published by S&P Financial Services. The interest rates the Company will agree to pay on newly-issued Notes are subject to change without notice by the Company from time to time, but no such change will affect any Notes already issued or as to which an offer to purchase has been accepted by the Company.

Fixed Rate Notes. Each Fixed Rate Note will bear interest from and including its Issue Date at the rate per annum set forth thereon and in the applicable Pricing Supplement until the principal amount thereof is paid, or made available for payment, in full. Unless otherwise specified in the applicable Pricing Supplement, interest on each Fixed Rate Note (other than a Zero-Coupon Note) will be payable either monthly, quarterly, semi-annually or annually on each Interest Payment Date and at Maturity (or on the date of redemption or repayment if a Note is repurchased by the Company prior to maturity pursuant to mandatory or optional redemption provisions or the Survivor's Option). Interest will be payable to the person in whose name a Note is registered at the close of business on the Regular Record Date next preceding each Interest Payment Date; *provided*, *however*, interest payable at Maturity, on a date of redemption or in connection with the exercise of the Survivor's Option will be payable to the person to whom principal shall be payable.

Any payment of principal, and premium, if any, or interest required to be made on a Fixed Rate Note on a day which is not a Business Day need not be made on such day, but may be made on the next succeeding Business Day with the same force and effect as if made on such day, and no additional interest shall accrue as a result of such delayed payment.

The Interest Payment Dates for a Note that provides for monthly interest payments shall be the fifteenth day of each calendar month (or the next Business Day), commencing in the calendar month that next succeeds the month in which the Note is issued. In the case of a Note that provides for quarterly interest payments, the Interest Payment Dates shall be the fifteenth day of each third month (or the next Business Day), commencing in the third succeeding calendar month following the month in which the Note is issued. In the case of a Note that provides for semi-annual interest payments, the Interest Payment dates shall be the fifteenth day of each sixth month (or the next Business Day), commencing in the sixth succeeding calendar month following the month in which the Note is issued. In the case of a Note that provides for annual interest payments, the Interest Payment Date shall be the fifteenth day of every twelfth month (or the next Business Day), commencing in the twelfth succeeding calendar month following the month in which the Note is issued. The Regular Record Date with respect to any Interest Payment Date shall be the first day of the calendar month in which such Interest Payment Date occurred, except that the Regular Record Date with respect to the final Interest Payment Date shall be the final Interest Payment Date.

	Floating Rate Notes. Interest on Floating Rate Notes will be payable monthly, quarterly, semiannually or annually (each an "Interest Payment Date"). Unless otherwise specified in the applicable Pricing Supplement, the Regular Record Date with respect to any Interest Payment Date shall be 15 calendar days prior to such Interest Payment Date. Unless otherwise specified in the applicable Pricing Supplement, interest will be payable, in the case of Floating Rate Notes with a monthly Interest Payment Period, on the third Wednesday of each month; with a quarterly Interest Payment Period, on the third Wednesday of January, April, July and October of each year; with a semi-annual Interest Payment Period, on the third Wednesday of the two months of each year specified in the applicable Pricing Supplement; and with an annual Interest Payment Period, on the third Wednesday of the month specified in the applicable Pricing Supplement; *provided* that if an Interest Payment Date for Floating Rate Notes would otherwise be a day that is not a Business Day, such Interest Payment Date will be the next succeeding Business Day with respect to such Floating Rate Notes. In the case of a Global Note issued between a Regular Record Date and the Interest Payment Date relating to such Regular Record Date, interest for the period beginning on the Issue Date and ending on such Interest Payment Date shall be paid on the Interest Payment Date following the next succeeding Regular Record Date to the registered Holder on such next succeeding Regular Record Date.
Calculation of Interest:	Interest on Fixed Rate Notes (including interest for partial periods) will be calculated on the basis of a 360-day year of twelve 30-day months. (Examples of interest calculations are as follows: October 1, 2021 to April 1, 2022 equals 6 months and 0 days, or 180 days; the interest paid equals 180/360 times the annual rate of interest times the principal amount of the Note. The period from December 3, 2021 to April 1, 2022 equals 3 months and 28 days, or 118 days; the interest payable equals 118/360 times the annual rate of interest times the principal amount of the Note). Interest rates on Floating Rate Notes will be determined as set forth in the form of Notes (substantially as described in the Prospectus and the applicable Pricing Supplement). Interest on Floating Rate Notes will be calculated as specified in the applicable pricing supplement.
Business Day:	"Business Day" means, unless otherwise specified in the applicable Pricing Supplement, any day, other than a Saturday or Sunday, that meets the following applicable requirement: such day is not a day on which banking institutions are authorized or required by law, regulation or executive order to be closed in the City of New York.

Payments of Principal and Interest:	*Payments of Principal and Interest*. Promptly after each Regular Record Date, the Trustee will deliver to the Company and DTC a written notice specifying by CUSIP number, the amount of interest, if any, to be paid on each Global Note on the following Interest Payment Date (other than an Interest Payment Date coinciding with a Maturity Date) and the total of such amounts. DTC will confirm the amount payable on each Global Note on such Interest Payment Date by reference to the daily bond reports published by the S&P Financial Services. On such Interest Payment Date, the Company will pay to the Trustee, and the Trustee in turn will pay to DTC, such total amount of interest due (other than on the Maturity Date), at the times and in the manner set forth below under "Manner of Payment." Any payment of principal, premium or interest required to be made on a day that is not a Business Day may be made on the next succeeding Business Day and no interest shall accrue as a result of any such delayed payment. *Payments on the Maturity Date*. On or about the first Business Day of each month, the Trustee will deliver to the Company and DTC a written list of principal, premium, if any, and interest to be paid on each Global Note representing Notes maturing or subject to redemption (pursuant to a sinking fund or otherwise) or repayment ("Maturity") in the following month. The Trustee, the Company and DTC will confirm the amounts of such principal, premium, if any, and interest payments with respect to each Global Note on or about the fifth Business Day preceding the Maturity Date of such Global Note. On the Maturity Date, the Company will pay to the Trustee, and the Trustee in turn will pay to DTC, the principal amount of such Global Note, together with interest and premium, if any, due on such Maturity Date, at the times and in the manner set forth below under "Manner of Payment." If the Maturity Date of any Global Note is not a Business Day, the payment due on such day shall be made on the next succeeding Business Day and no interest shall accrue on such payment for the period from and after such Maturity Date. Promptly after payment to DTC of the principal and interest due on the Maturity Date of such Global Note and all other Notes represented by such Global Note, the Trustee will cancel and destroy such Global Note in accordance with the Indenture and so advise the Company. *Manner of Payment*. The total amount of any principal, premium, if any, and interest due on Global Notes on any Interest Payment Date or the Maturity Date shall be paid by the

Company to the Trustee in immediately available funds on such date. The Company will make such payment on such Global Notes by wire transfer to The Bank of New York Mellon or as otherwise agreed with the Trustee. The Company will confirm such instructions in writing to the Trustee. Prior to 10:00 a.m., New York City time, on the Maturity Date or as soon as possible thereafter, the Trustee will make payment to DTC in accordance with existing arrangements between DTC and the Trustee, in funds available for immediate use by DTC, of each payment of interest, principal and premium, if any, due on a Global Note on such Maturity Date. On each Interest Payment Date (other than on the Maturity Date) the Trustee will pay DTC such interest payments in same-day funds in accordance with existing arrangements between the Trustee and DTC. Thereafter, on each such date, DTC will pay, in accordance with its SDFS operating procedures then in effect, such amounts in funds available for immediate use to the respective Participants with payments in amounts proportionate to their respective holdings in principal amount of beneficial interest in such Global Note as are recorded in the book-entry system maintained by DTC. Neither the Company nor the Trustee shall have any direct responsibility or liability for the payment by DTC of the principal of, or premium, if any, or interest on, the Notes to such Participants.

Withholding Taxes. The amount of any taxes required under applicable law to be withheld from any interest payment on a Note will be determined and withheld by the Participant, indirect participant in DTC or other person in the chain of payment that is responsible for withholding such tax under applicable law.

Procedure for Rate Setting and Posting: The Company and the Purchasing Agent will discuss, from time to time, the aggregate principal amounts of, the maturities, the redemption and repayment provisions, the Issue Price and the interest rates (or interest rate formulas and spreads, if applicable) to be borne by Notes that may be sold as a result of the solicitation of orders by the Agents. If the Company decides to set interest rates (or interest rate formulas and spreads, if applicable) borne by any Notes in respect of which the Agents are to solicit orders (the setting of such interest terms to be referred to herein as "Posting") or if the Company decides to change interest rates (or interest rate formulas and spreads, if applicable) previously posted by it, it will promptly advise the Purchasing Agent of the prices and interest terms to be posted. The Purchasing Agent in turn will advise the Agents and Selling Group members. For the avoidance of doubt, the Company will, in its sole discretion, determine whether a Posting will be made and which terms will be included in such Posting.

	The Purchasing Agent will assign a separate CUSIP number for each tranche of Notes to be posted, and will so advise and notify the Company and the Trustee of said assignment by telephone and/or by telecopier or other form of electronic transmission. The Purchasing Agent will include the assigned CUSIP number on all Posting notices communicated to the Agents and Selling Group members.
Offering of Notes:	In the event that there is a Posting, the Purchasing Agent will communicate to each of the Agents and Selling Group members the aggregate principal amount, maturities of, and redemption and repayment provisions, along with the interest terms to be borne by, each tranche of Notes that is the subject of the Posting. Thereafter, the Purchasing Agent, along with the other Agents and the Selling Group members, will solicit offers to purchase the Notes accordingly.
Purchase of Notes by the Purchasing Agent:	Unless otherwise agreed by the Company and the Purchasing Agent, the Purchasing Agent will, no later than 4:00 p.m. (New York City time) on the sixth day subsequent to the day on which such Posting occurs, or if such sixth day is not a Business Day, on the preceding Business Day, or on such other Business Day and time as shall be mutually agreed upon by the Company and the Purchasing Agent (any such day, a "Trade Day"), (i) complete, execute and deliver to the Company a Terms Agreement that sets forth, among other things, the principal amount of each tranche of Notes that the Purchasing Agent is offering to purchase or (ii) inform the Company that none of the Notes of a particular tranche will be purchased by the Purchasing Agent.
Acceptance and Rejection of Orders:	Unless otherwise agreed by the Company and the Purchasing Agent, the Company has the sole right to accept orders to purchase Notes and may reject any such order in whole or in part. Unless otherwise instructed by the Company, the Purchasing Agent will promptly advise the Company by telephone of all offers to purchase Notes received by it, other than those rejected by it in whole or in part in the reasonable exercise of its discretion. No order for less than $1,000 principal amount of Notes will be accepted. Upon receipt of a completed and executed Terms Agreement from the Purchasing Agent, the Company will (i) promptly execute and return such Terms Agreement to the Purchasing Agent or (ii) inform the Purchasing Agent that its offer to

purchase the Notes of a particular tranche has been rejected, in whole or in part. The Purchasing Agent will thereafter promptly inform the other Agents and participating Selling Group members of the action taken by the Company.

Preparation of Pricing Supplement:

If any offer to purchase a Note is accepted by or on behalf of the Company, the Company will provide a Pricing Supplement (substantially in the form attached to the Selling Agent Agreement as Exhibit H) reflecting the terms of such Note and will file such Pricing Supplement with the Commission in accordance with the applicable paragraph of Rule 424(b) under the Securities Act and will supply one copy thereof (or additional copies if requested) to the Purchasing Agent and one copy to the Trustee. The parties acknowledge that pricing and price-dependent information may, of necessity, appear only in the final Pricing Supplement and not in any preliminary pricing supplement.

The Company shall use its reasonable best efforts to send such Pricing Supplement by email or telecopy to the Purchasing Agent and the Trustee on the applicable Trade Day. The Purchasing Agent shall send such Pricing Supplement and the Prospectus, by email, telecopy or overnight express delivery (for delivery no later than 11:00 a.m., New York City time, on the Business Day following the applicable Trade Day), or shall give notification that such documents have been filed with the Commission to each Agent and Selling Group member that made or presented the offer to purchase the applicable Notes.

In turn, each such Agent and Selling Group member will, pursuant to the terms of the Selling Agent Agreement and the Master Selected Dealer Agreement will deliver to the purchaser a notice of availability (pursuant to Rule 172 of the Securities Act) or cause to be delivered a copy of the Prospectus and the applicable Pricing Supplement to each purchaser of Notes from such Agent or Selling Group member.

In each instance that a Pricing Supplement is prepared, the Agents will affix the Pricing Supplement to the Prospectus prior to their use.

Outdated Pricing Supplements and the Prospectuses to which they are attached (other than those retained for files) will be destroyed.

Delivery of Confirmation and Prospectus to Purchaser by Presenting Agent:	Subject to "Suspension of Solicitation; Amendment or Supplement" below, the Agents will deliver or otherwise make available the Prospectus (including the applicable Pricing Supplement) as herein described with respect to each Note sold by it, as required by applicable law. For each offer to purchase a Note solicited by an Agent or Selling Group member and accepted by or on behalf of the Company, the Purchasing Agent will issue a confirmation to the purchaser, with notification to the Company, setting forth the terms of such Note and other applicable details described above and delivery and payment instructions. In addition, the Purchasing Agent will, together with such confirmation, deliver to such purchaser a notice of availability (pursuant to Rule 172 of the Securities Act) or deliver to the purchaser the Prospectus (including the Pricing Supplement) in relation to such Note. Each Agent or Selling Group member, as the case may be, will deliver to investors purchasing the Notes the Prospectus (including the applicable Pricing Supplement) in relation to such Notes to any purchaser of the Notes who so requests.
Settlement:	The receipt of immediately available funds by the Company in payment for Notes and the authentication and issuance of the Global Note representing such Notes shall constitute "Settlement" with respect to such Notes. All orders accepted by the Company will be settled within one to three Business Days pursuant to the timetable for Settlement set forth below, unless the Company and the purchaser agree to Settlement on a later date, and shall be specified upon acceptance of such offer; *provided*, *however*, in all cases the Company will notify the Trustee on the date issuance instructions are given.
Settlement Procedures:	In the event of a purchase of Notes by any Agent, as principal, appropriate Settlement details (including the Settlement Procedures timetable), if different from those set forth below, will be set forth in the applicable Terms Agreement to be entered into between such Agent and the Company pursuant to the Selling Agent Agreement. Settlement Procedures with regard to each Note sold by an Agent, as agent for the Company, shall be as follows (Settlement Procedures "A" through "M"): A. After the acceptance of an offer by the Company with respect to a Note, the Purchasing Agent will prepare and deliver to the Company the Terms Agreement containing the following details of the terms of such offer (the "Note Sale Information") to the Company by facsimile transmission or other acceptable written means:

1. Principal amount of the purchase;
2. If a Fixed Rate Note:
   (i) the Interest Rate;
   (ii) the Interest Payment Dates, if other than as specified in the Prospectus;
   (iii) the regular record date, if other than as specified in the Prospectus;
3. If a Floating Rate Note, such of the following as are applicable:
   (i) Base Interest Rate,
   (ii) Index Maturity,
   (iii) Spread and/or Spread Multiplier,
   (iv) Maximum Interest Rate,
   (v) Minimum Interest Rate,
   (vi) Initial Interest Rate,
   (vii) Interest Rate Reset Period,
   (viii) Interest Rate Reset Dates,
   (ix) Calculation Dates,
   (x) Interest Calculation Dates,
   (xi) Interest Payment Dates,
   (xii) Regular Record Dates, and
   (xiii) Calculation Agent;
4. Settlement Date;
5. Interest Payment Frequency;
6. Maturity Date;
7. Price to Public;

7. Purchasing Agent's commission determined pursuant to Section IV(a) of the Selling Agent Agreement;

8. Net proceeds to the Company;

9. Trade Date;

10. If a Note is redeemable by the Company or repayable by the Notes holder, such of the following as are applicable:

    (i) The date on and after which such Note may be redeemed / repaid (the "Redemption / Repayment Commencement Date"),

    (ii) Initial redemption / repayment price (% of par), and

    (iii) Amount (% of par) that the initial redemption / repayment price shall decline (but not below par) on each anniversary of the Redemption / Repayment Commencement Date;

11. Whether the Note has the Survivor's Option;

12. Whether the Note is issued with original issue discount and, if so, the total amount of original issue discount, the yield to maturity and the initial accrual period of original issue discount;

13. The CUSIP number;

14. DTC Participant Number of the institution through which the customer will hold the beneficial interest in the Global Note; and

15. Such other terms as are necessary to complete the applicable form of Note.

B. The Company will confirm acceptance of the terms of the offer to purchase Notes and then advise the Trustee and the Purchasing Agent by telephone (confirmed in writing at any time on the same date) or by telecopier or other form of electronic transmission of the information received in accordance with Settlement Procedure "A"

above. Each such communication by the Company will be deemed to constitute a representation and warranty by the Company to the Trustee and the Agents that (i) such Note is then, and at the time of issuance and sale thereof will be, duly authorized for issuance and sale by the Company; (ii) such Note, and the Global Note representing such Note, will conform with the terms of the Indenture; and (iii) upon authentication and delivery of the Global Note representing such Note, the aggregate principal amount of all Notes issued under the Indenture will not exceed the aggregate principal amount of Notes authorized for issuance at such time by the Company.

C. The Trustee will communicate to DTC and the Purchasing Agent through DTC's Participant Terminal System, a pending deposit message specifying the following Settlement information:

1 The information received in accordance with Settlement Procedure "A."

2. The numbers of the participant accounts maintained by DTC on behalf of the Trustee and the Purchasing Agent.

3. Identification as a Fixed Rate Note or a Floating Rate Note.

4 The initial Interest Payment Date for such Note, number of days by which such date succeeds the related DTC record date (which term means the Regular Record Date) and in the case of Floating Rate Notes which reset daily or weekly, the date five calendar days preceding such Initial Interest Payment Date, and if then calculated, the amount of interest payable on such Initial Interest Payment Date (which amount shall have been confirmed by the Trustee).

4. The CUSIP number of the Global Note representing such Notes.

5. The frequency of interest payments.

6. Whether such Global Note represents any other Notes issued or to be issued (to the extent then known).

D. DTC will credit such Note to the participant account of the Trustee maintained by DTC.

E. The Company will complete and deliver a Global Note representing such Note in a form established in the Fourth Supplemental Indenture dated August 24, 2012 to the Trustee.

F. The Trustee will authenticate the Global Note representing such Note and maintain possession of such Global Note.

G. The Trustee will enter an SDFS deliver order through DTC's Participant Terminal System instructing DTC to (i) debit such Note to the Trustee's participant account and credit such Note to the participant account of the Agent maintained by DTC and (ii) debit the settlement account of the Agent and credit the settlement account of the Trustee maintained by DTC, in an amount equal to the price of such Note less the Purchasing Agent's commission. The entry of such a deliver order shall be deemed to constitute a representation and warranty by the Trustee to DTC that (a) the Global Note representing such Note has been issued and authenticated and (b) the Trustee is holding such Global Note pursuant to the Certificate Agreement.

H. The Purchasing Agent will enter an SDFS deliver order through DTC's Participant Terminal System instructing DTC to (i) debit such Note to the Purchasing Agent's participant account and credit such Note to the participant accounts of the Participants to whom such Note is to be credited maintained by DTC and (ii) debit the settlement accounts of such Participants and credit the settlement account of the Purchasing Agent maintained by DTC, in an amount equal to the price of the Note so credited to their accounts.

I. Transfers of funds in accordance with SDFS deliver orders described in Settlement Procedures "G" and "H" will be settled in accordance with SDFS operating procedures in effect on the Settlement Date.

J. The Trustee will credit or wire to an account of the Company specified from time to time by the Company funds available for immediate use in an amount equal to the amount credited to the Trustee's DTC participant account in accordance with Settlement Procedure "G."

K. [Reserved].

L. The Purchasing Agent will confirm the purchase of each Note to the purchaser thereof either by transmitting to the Participant to whose account such Note has been credited a confirmation order through DTC's Participant Terminal System or by mailing a written confirmation to such purchaser. In all cases the Prospectus as most recently amended or supplemented must accompany or precede such confirmation.

M. The Trustee will send to the Company a statement setting forth the principal amount of Notes outstanding as of that date under the Indenture and setting forth the CUSIP number(s) assigned to, and a brief description of, any orders which the Company has advised the Trustee but which have not yet been settled.

Settlement Procedures Timetable:

Settlement Procedures "A" through "M" shall be completed as soon as possible but not later than the respective times (New York City time) set forth below:

Settlement Procedure	Time
A	4:00 p.m. on the Trade Day.
B	5:00 p.m. on the Trade Day.
C	2:00 p.m. on the Business Day immediately preceding the Settlement Date.
D	10:00 a.m. on the Settlement Date.
E	12:00 p.m. on the Settlement Date.
F	12:30 a.m. on the Settlement Date.
G-H	2:00 p.m. on the Settlement Date.
I	4:45 p.m. on the Settlement Date.
J-L	5:00 p.m. on the Settlement Date.
M	Weekly or at the request of the Company.

NOTE: The Prospectus as most recently amended or supplemented, or, in lieu thereof, a notice to the effect that the sale was made pursuant to a registration statement or in a transaction in which a Prospectus would have been required to have been delivered in the absence of Rule 172 under the Securities Act, must accompany or precede any written confirmation given to the customer (Settlement Procedure "L"). Settlement Procedure "I" is subject to extension in accordance with any extension Fedwire closing deadlines and in the other events specified in the SDFS operating procedures in effect on the Settlement Date.

If Settlement of a Note is rescheduled or cancelled, the Trustee will deliver to DTC, through DTC's Participant Terminal System, a cancellation message to such effect by no later than 2:00 p.m., New York City time, on the Business Day immediately preceding the scheduled Settlement Date.

Failure to Settle:

If the Trustee fails to enter an SDFS deliver order with respect to a Note pursuant to Settlement Procedure "G," the Trustee may deliver to DTC, through DTC's Participant Terminal System, as soon as practicable a withdrawal message instructing DTC to debit such Note to the participant account of the Trustee maintained at DTC. DTC will process the withdrawal message, *provided* that such participant account contains Notes having the same Fixed Rate Terms, Floating Rate Terms or Discount Terms, as the case may be, having a principal amount that is at least equal to the principal amount of such Note to be debited. If withdrawal messages are processed with respect to all the Notes issued or to be issued represented by a Global Note, the Trustee will cancel such Global Note in accordance with the Indenture, make appropriate entries in its records and so advise the Company. The CUSIP number assigned to such Global Note shall, in accordance with CUSIP Global Services' procedures, be cancelled and not immediately reassigned. If withdrawal messages are processed with respect to one or more, but not all, of the Notes represented by a Global Note, the Trustee will exchange such Global Note for two Global Notes, one of which shall represent the Notes for which withdrawal messages have been processed and shall be cancelled immediately after issuance, and the other of which shall represent the remaining Notes previously represented by the surrendered Global Note and shall bear the CUSIP number of the surrendered Global Note. If the purchase price for any Note is not timely paid to the Participants with respect to such Note by the beneficial purchaser thereof (or a person, including an indirect participant in DTC, acting on behalf of such purchaser), such Participants and, in turn, the related Agent may enter SDFS deliver orders through DTC's participant Terminal System reversing the orders entered pursuant to Settlement Procedures "G" and "H," respectively. Thereafter, the Trustee will deliver the withdrawal message and take the related actions described in the preceding paragraph. If such failure shall have occurred for any reason other than default by any Agent in the performance of its obligations hereunder or under the Selling Agent Agreement, the Company will reimburse (without duplication) the Agent on an equitable basis for its loss of the use of funds during the period when they were credited to the account of the Company.

Notwithstanding the foregoing, upon any failure to settle with respect to a Note, DTC may take any actions in accordance with its SDFS operating procedures then in effect. In the event of a failure to settle with respect to one or more, but not all, of Notes that were to have been represented by a Global Note, the Trustee will provide, in accordance with Settlement Procedures "D" and "E," for the authentication and issuance of a Global Note representing the other Notes to have been represented by such Global Note and will make appropriate entries in its records.

Procedure for Rate Changes:

Each time a decision has been reached to change rates, the Company will promptly advise the Purchasing Agent, who will forthwith advise the Agents and Selling Group members, of the new rates and suspend solicitation of purchases of Notes at the prior rates. The Purchasing Agent may telephone the Company with recommendations as to the changed interest rates.

Suspension of Solicitation; Amendment or Supplement:

Subject to the Company's representations, warranties and covenants contained in the Selling Agent Agreement, the Company may instruct the Agents to suspend at any time for any period of time or permanently, the solicitation of orders to purchase Notes. Upon receipt of such instructions (which may be given orally), each Agent will forthwith suspend solicitation until such time as the Company has advised it that solicitation of purchases may be resumed.

In the event that at the time the Company suspends solicitation of purchases there shall be any orders outstanding for settlement, the Company will promptly advise the Agents and the Trustee whether such orders may be settled and whether copies of the Prospectus as in effect at the time of the suspension may be delivered in connection with the settlement of such orders. The Company will have the sole responsibility for such decision and for any arrangements which may be made in the event that the Company determines that such orders may not be settled or that copies of such Prospectus may not be so delivered.

If the Company decides to amend or supplement the Registration Statement or the Prospectus, it will promptly advise the Agents and furnish the Agents and the Trustee with the proposed amendment or supplement and with such certificates, opinions and disclosure letters as are required, all to the extent required by and in accordance with the terms of the Selling Agent Agreement. Subject to the provisions of the Selling Agent Agreement, the Company may file with the Commission any

	supplement to the Prospectus relating to the Notes. The Company will provide the Agents and the Trustee with copies of any such supplement, and confirm to the Agents that such supplement has been filed with the Commission.
Trustee Not to Risk Funds:	Nothing herein shall be deemed to require the Trustee to risk or expend its own funds in connection with any payment to the Company, or the Agents or the purchasers, it being understood by all parties that payments made by the Trustee to any of the Company or the Agents shall be made only to the extent that funds are provided to the Trustee for such purpose.
Advertising Costs:	The Company shall have the sole right to approve the form and substance of any advertising any Agent may initiate in connection with such Agent's solicitation of offers to purchase the Notes. The expense of such advertising will be solely the responsibility of such Agent, as applicable, unless otherwise agreed to by the Company.
Notices:	All notices or other communications hereunder to the Company shall be in writing, and sent via email or facsimile (and, if requested by the Company with a follow-up letter sent via overnight mail) to the persons at the address set forth below, or at such other address as may be designated in writing hereafter in the same manner by such persons: Ally Financial Inc. 500 Woodward Ave., Floor 10 Detroit, Michigan 48226 Attention: Jeffrey A. Belisle Telephone: 313-656-6132 Facsimile: 313-656-6124 E-mail: jeffrey.belisle@ally.com

Exhibit G
Ally Financial Inc.
Ally Financial Term Notes

Terms Agreement

, 21

Ally Financial Inc.
Ally Detroit Center
MC: 482-B12-C24
Detroit, Michigan 48226
Attention: U.S. Borrowings

The undersigned agrees to purchase [as Principal] [as Agent] the following aggregate principal amount of Notes:

$

The terms of such Notes shall be as follows:

Trade Date:
Settlement Date, Time, Place:
Issue Date:
CUSIP Number:
DTC Participant Number of the Institution through which the customer will hold the beneficial interest in the Global Note:
Maturity Date:
Price to Public:
Original Issue Discount, Yield to Maturity and Initial Accrual Period, if any:
Net Proceeds to Company:
Agent's Concession: %
Settlement Date, Time
and Place:
If Fixed Rate Note:
Interest Rate: %
Maturity Date:
Interest Payment Dates:
Regular Record Date:
If Floating Rate Note:
Base Interest Rate: %
Index Maturity:
Spread and/or Spread Multiplier: %
Maximum Interest Rate: %
Minimum Interest Rate: %
Initial Interest Rate: %
Interest Rate Reset Period:

Interest Rate Reset Dates:
Interest Calculation Dates:
Interest Payment Dates:
Regular Record Dates:
Calculation Agent:
Interest Payment Frequency:
Stock Exchange Listing:
Survivor's Option:
Optional Redemption / Repayment provisions, if any:
Initial Redemption Date:
Redemption Price: Initially % of Principal Amount and declining by % of the Principal Amount on each anniversary of the Initial Redemption Date until the Redemption Price is 100% of the Principal Amount.
Defeasance provisions, if any:
[Any other terms and conditions agreed to by such Agent and the Company]

INSPEREX LLC

By: _____
Name:
Title:

ACCEPTED:

Ally Financial Inc.

By: _____
Name:
Title:

Exhibit H
Form of Pricing Supplement

Ally Financial Term Notes

Pricing Supplement No. **Trade Date:**

(To Prospectus dated **Issue Date:**
The date of this Pricing Supplement is (date)

	Per Ally Financial Term Note	Total
Price to public		
Agents' discounts and concessions		
Proceeds, before expenses, to Ally		

CUSIP or Common Code	Stated Interest Rate or Description of Floating Rate	Maturity	Price to Public (1)	Selling Concession	Payment Frequency	Survivor's Option (Yes/No)	Subject to Redemption Date and Terms of Redemption

(1) Actual price to public may be less, and will be determined by prevailing market prices at the time of purchase as set forth in the confirmation statement.

[For Zero Coupon Notes] [The yield to maturity for this Zero Coupon Notes is dependent on the purchase price as determined by prevailing market prices at the time of purchase. See confirmation statement for exact price and yield figures.]

[For Original Issue Discount Notes] [This Note is issued with original issue discount and is subject to the tax provisions governing such debt instruments. See the prospectus for detailed discussion of such provisions.]

Except for Notes sold to level-fee accounts, Notes offered to the public will be offered at the public offering price set forth in this Pricing Supplement. Selected dealers purchasing Notes on an agency basis for non-level fee client accounts shall purchase Notes at the public offering price. Notes purchased by the selected dealers for their own account may be purchased at the public offering price less the applicable concession. Notes purchased by the selected dealers on behalf of level-fee accounts may be sold to such accounts at the applicable concession to the public offering price, in which case, such selected dealers will not retain any portion of the sales price as compensation.

Exhibit I
Representative Form of Master Selected Dealer Agreement

[Name of Broker-Dealer]
[Broker-Dealer's Address]

Dear Selected Dealer:

In connection with public offerings of securities after the date hereof for which we are acting as lead agent, as lead or co-manager of an underwriting syndicate or in connection with unregistered (pursuant to Rule 144A or otherwise exempt) offerings of securities for which we are acting as lead agent or lead or co-manager or otherwise involved in the distribution of securities by means of an offering of securities for sale to selected dealers, you may be offered the right as a selected dealer to purchase as principal a portion of such securities.

This will confirm our mutual agreement as to the general terms and conditions applicable to your participation in any such selected dealer group organized by us as follows.

1. *Applicability of this Agreement*. The terms and conditions of this letter agreement (this "Agreement") shall be applicable to any offering of securities ("Securities"), whether a public offering effected pursuant to a registration statement filed under the Securities Act of 1933, as amended (the "Securities Act"), or an offering exempt from registration thereunder (other than an offering of Securities effected wholly outside the United States of America), in respect of which InspereX LLC ("InspereX"), clearing through RBC Dain Correspondent Services (the "Account") (acting for its own Account or for the account of any underwriting or agent or similar group or syndicate), is responsible for managing or otherwise implementing the sale (whether by acting as lead agent or manager or by facilitating the re-offer of Securities or otherwise) of the Securities to selected dealers ("Selected Dealers") and has expressly informed you that these terms and conditions shall be applicable. Any such offering of Securities to you as a Selected Dealer is hereinafter called an "Offering." In the case of any Offering where we are acting for the account of any underwriting or agent or similar group or syndicate (whether purchasing as principal for resale or soliciting as agent purchases of Securities directly from the issuer) ("Underwriters"), the terms and conditions of this Agreement shall be for the benefit of, and binding upon, such Underwriters, including, in the case of any Offering where we are acting with others as representatives of Underwriters, such other representatives. The use of the defined term Underwriter herein shall be understood to include acting as agent.

2. *Conditions of Offering; Acceptance and Purchases*. Any Offering: (i) will be subject to delivery of the Securities and their acceptance by us and any other Underwriters; (ii) may be subject to the approval of all legal matters by counsel and the satisfaction of other closing conditions, and (iii) may be made on the basis of reservation of Securities or an allotment against subscription. We will advise you by electronic mail, facsimile or other form of Written Communication (as defined below) of the particular

method and supplementary terms and conditions (including, without limitation, the information as to prices and offering date referred to in Section 3(c) hereof) of any Offering in which you are invited to participate. "Written Communication" may include, in the case of any Offering described in Section 3(a) hereof, Additional Information (as defined below) and, in the case of any Offering described in Section or 3(b) hereof, an offering circular). You agree that if we make electronic delivery of a prospectus or an offering circular or any supplement thereto, we have satisfied our obligation, if any, pursuant to Section 3 hereof to deliver to you a prospectus or an offering circular or any supplement thereto. To the extent such supplementary terms and conditions are inconsistent with any provision herein, such terms and conditions shall supersede any such provision. Unless otherwise indicated in any such Written Communication, acceptances and other communications by you with respect to an Offering should be sent to InspereX LLC, 200 South Wacker Drive, Suite 3400, Chicago, Illinois 60606 (Email: info@insperex.com). We reserve the right to reject any acceptance in whole or in part. Unless notified otherwise by us, Securities purchased by you shall be paid for on such date as we shall determine, on one day's prior notice to you, by electronic transfer in an amount equal to the Public Offering Price (as hereinafter defined) or, if we shall so advise you, at such Public Offering Price less the Concession (as hereinafter defined), payable in federal funds to the order of RBC Dain Correspondent Services clearing for the account of InspereX LLC, against delivery of the Securities. If Securities are purchased and paid for at such Public Offering Price, such Concession will be paid after the termination of the provisions of Section 3(c) hereof with respect to such Securities. Notwithstanding the foregoing, unless notified otherwise by us, payment for and delivery of Securities purchased by you shall be made through the facilities of The Depository Trust Company, if you are a member, unless you have otherwise notified us prior to the date specified in a Written Communication to you from us or, if you are not a member, settlement may be made through a correspondent who is a member pursuant to instructions which you will send to us prior to such specified date.

3. *Offering Materials and Arrangements.*

(a) *Registered Offerings*. In the case of any Offering of Securities that are registered under the Securities Act ("Registered Offering"), the following terms shall have the following meanings. The term "Preliminary Prospectus" means any preliminary prospectus relating to the Offering or any preliminary prospectus supplement together with a prospectus relating to the Offering. The term "Prospectus" means the prospectus, together with the final prospectus supplement, if any, relating to the Offering filed or to be filed under Rule 424 of the Securities Act. The term "free writing prospectus" has the meaning set forth in Rule 405 under the Securities Act and the term "Permitted Free Writing Prospectus" means (i) a free writing prospectus authorized for use by us and the issuer in connection with the Offering of the Securities that has been or will be filed with the Commission (as defined) in accordance with Rule 433(d) of the Securities Act or (ii) a free writing prospectus containing solely a description of terms of the Securities that (a) does not reflect the final terms, (b) is exempt from the filing requirement pursuant to Rule 433(d)(5)(i) and (c) is furnished to you for use by InspereX LLC. "Additional Information" means the Preliminary Prospectus together with each Permitted Free Writing Prospectus, if any, delivered to you relating to the Offering of Securities. In

connection with any Registered Offering, we will provide to you electronically copies of the Additional Information and of the Prospectus (other than, in each case, information incorporated by reference therein) for the purposes contemplated by the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the applicable rules and regulations of the Securities and Exchange Commission (the "Commission") thereunder and will make available to you such number of copies of the Prospectus as you may reasonably request as soon as practicable after sufficient copies are made available to us by the issuer of the Securities.

You agree that you will not use, authorize use of, refer to, or participate in the planning for use of any written communication (as such term is defined in Rule 405 under the Securities Act) concerning the Offering, any issuer of the Securities (including, without limitation, any free writing prospectus and any information furnished by us and any issuer of Securities but not incorporated by reference into the Preliminary Prospectus or Prospectus), other than (a) any Preliminary Prospectus or Prospectus or (b) any Permitted Free Writing Prospectus.

You represent and warrant that you are familiar with the rules relating to the distribution of a Preliminary Prospectus and agree that you will comply therewith. You represent and warrant that you are familiar with Rule 173 under the Securities Act relating to electronic delivery. You agree to make a record of your distribution of each Preliminary Prospectus and, when furnished with copies of any revised Preliminary Prospectus, you will, upon our request, promptly forward copies thereof to each person to whom you have theretofore distributed a Preliminary Prospectus.

You agree that in purchasing Securities in a Registered Offering you will rely upon no statement whatsoever, written or oral, other than the statements in the Preliminary Prospectus or final Prospectus delivered to you by us. You will not be authorized by the issuer or other seller of Securities offered pursuant to a prospectus or by any Underwriter to give any information or to make any representation not contained in the prospectus in connection with the sale of such Securities. You agree that you have not relied, and will not rely, upon advice from us regarding the suitability of any Securities as an investment for you or your clients. You acknowledge and agree that it is your sole responsibility to ensure that, prior to any distribution, the Securities are suitable for your clients, it is lawful for your clients to purchase the Securities and the clients are capable of evaluating and have evaluated the risks and merits of an investment in the Securities. You agree not to market the Securities in any manner which is inconsistent with or not on the basis of the materials furnished to you for use in the distribution and you agree not to use marketing materials other than those that have been approved for use.

(b) *Offerings Pursuant to Offering Circular*. In the case of any Offering of Securities other than a Registered Offering, which is made pursuant to an offering circular or other disclosure document comparable to a prospectus in a Registered Offering, we will provide to you electronically copies of each preliminary offering circular, if any, any offering circular supplement and of the final offering circular relating thereto and will make available to you such number of copies of the final offering circular as you may reasonably request as soon as practicable after sufficient copies are

made available to us by the issuer of the Securities. You agree that you will comply with the applicable Federal and state laws, and the applicable rules and regulations of any regulatory body promulgated thereunder, governing the use and distribution of offering materials by brokers or dealers.

You agree that in purchasing Securities pursuant to an offering circular you will rely upon no statements whatsoever, written or oral, other than the statements in the preliminary or final offering circular delivered to you by us. You will not be authorized by the issuer or other seller of Securities offered pursuant to an offering circular or by any Underwriter to give any information or to make any representation not contained in the offering circular in connection with the sale of such Securities. You agree that you have not relied, and will not rely, upon advice from us regarding the suitability of any Securities as an investment for you or your clients. You acknowledge and agree that it is your sole responsibility to ensure that, prior to any distribution, the Securities are suitable for your clients, it is lawful for your clients to purchase the Securities and such clients are capable of evaluating and have evaluated the risks and merits of an investment in the Securities. You agree not to market the Securities in any manner which is inconsistent with or not on the basis of the materials furnished to you for use in the distribution and you agree not to use marketing materials other than those that have been approved for use.

(c) *Offer and Sale to the Public*. With respect to any Offering of Securities, we will inform you by a Written Communication of the public offering price, the selling concession, the reallowance (if any) to dealers and the time when you may commence selling Securities to the public. After such public offering has commenced, we may change the public offering price, the selling concession and the reallowance to dealers. The offering price, selling concession and reallowance (if any) to dealers at any time in effect with respect to an Offering are hereinafter referred to, respectively, as the "Public Offering Price," the "Concession" and the "Reallowance." With respect to each Offering of Securities, until the provisions of this Section 3(c) shall be terminated pursuant to Section 5 hereof, you agree to offer Securities to the public at no more than the Public Offering Price. If so notified by us, you may sell Securities to the public at a lesser negotiated price than the Public Offering Price, but in an amount not to exceed the "Concession." If a Reallowance is in effect, a reallowance from the Public Offering Price not in excess of such Reallowance may be allowed as consideration for services rendered in distribution to dealers who are actually engaged in the investment banking or securities business, who are either (i) members in good standing of the Financial Industry Regulatory Authority, Inc. ("FINRA") who agree to abide by the applicable rules of FINRA (and its predecessor, the National Association of Securities Dealers, Inc. ("NASD"), as applicable) (see Section 4(a) below) or (ii) foreign banks, dealers or institutions not eligible for membership in FINRA who represent to you that they will promptly reoffer such Securities at the Public Offering Price and will abide by the conditions with respect to foreign banks, dealers and institutions set forth in Section 4(a) hereof.

(d) *Over-allotment; Stabilization; Unsold Allotments*. We may, with respect to any Offering, be authorized to over-allot in arranging sales to Selected Dealers, to purchase and sell Securities for long or short account and to stabilize or maintain the market price of the Securities. You agree that, upon our request at any time and from time to time prior to the termination of the provisions of Section 3(c) hereof with respect to any Offering, you will report to us the amount of Securities purchased by you pursuant to such Offering which then remain unsold by you and will, upon our request at any such time, sell to us for our account or the account of one or more Underwriters such amount of such unsold Securities as we may designate at the Public Offering Price less an amount to be determined by us not in excess of the Concession. If, prior to the later of (i) the termination of the provisions of Section 3(c) hereof with respect to any Offering or (ii) the covering by us of any short position created by us in connection with such Offering for our account or the account of one or more Underwriters, we purchase or contract to purchase for our account or the account of one or more Underwriters in the open market or otherwise any Securities purchased by you under this Agreement as part of such Offering, you agree to pay us on demand an amount equal to the Concession with respect to such Securities (unless you shall have purchased such Securities pursuant to Section 2 hereof at the Public Offering Price in which case we shall not be obligated to pay such Concession to you pursuant to Section 2 plus transfer taxes and broker's commissions or dealer's mark-up, if any, paid in connection with such purchase or contract to purchase.

4. *Representations, Warranties and Agreements.*

(a) *FINRA*. You represent and warrant that you are actually engaged in the investment banking or securities business. In addition, you further represent and warrant that you are either (i) a member in good standing of FINRA, (ii) a foreign bank, dealer or institution not eligible for membership in FINRA which agrees to make no sales within the United States, its territories or its possessions or to persons who are citizens thereof or residents therein, and in making other sales to comply with FINRA's interpretation with respect to free riding and withholding, or (iii), solely in connection with an Exempted or Municipal Securities Offering (as defined by FINRA rules), a bank, as defined in Section 3(a)(6) of the Exchange Act, that does not otherwise fall within provision (i) or (ii) of this sentence (a "Bank"). You agree to notify us immediately if any of the following happens: you cease to be authorized or licensed by any authority in any relevant jurisdiction to offer Securities; you change your legal status (for example, from a corporation to a partnership or limited liability company); or you become aware that you may be in violation of any regulations applicable to the distribution of the Securities. You further represent, by your participation in an Offering, that you have provided to us all documents and other information required to be filed with respect to you, any related person or any person associated with you or any such related person pursuant to the supplementary requirements of FINRA's interpretation with respect to review of corporate financing as such requirements relate to such Offering.

You agree that, in connection with any purchase or sale of the Securities wherein a Concession, discount or other allowance is received or granted, (1) you will comply with the provisions of FINRA Rule 5141, subject to the provisions of FINRA Rule 5130, and (2) if you are a non-FINRA member broker or dealer in a foreign country, you will also comply (a), as though you were a FINRA member, with the provisions of FINRA Rule 5141, subject to the provisions of FINRA Rule 5130, and (b) with NASD Rule 2420 (and any successor FINRA Rule) as that section applies to a non-FINRA member broker or dealer in a foreign country.

You further agree that, in connection with any purchase of securities from us that is not otherwise covered by the terms of this Agreement (whether we are acting as manager, as a member of an underwriting syndicate or a selling group or otherwise), if a selling Concession, discount or other allowance is granted to you, clauses (1) and (2) of the preceding paragraph will be applicable.

You further represent and warrant to us at all times that you have obtained all required licenses and authorizations to legally carry out the activities contemplated by this Agreement in each jurisdiction where you are carrying out such activities.

(b) *Relationship Among Underwriters and Selected Dealers*. We may buy Securities from or sell Securities to any Underwriter or Selected Dealer and, without consent, the Underwriters (if any) and the Selected Dealers may purchase Securities from and sell Securities to each other at the Public Offering Price less all or any part of the Concession. Unless otherwise specified in a separate agreement between you and us, this agreement does not authorize you to act as agent for: (i) us; (ii) any Underwriter; (iii) the issuer; or (iv) other seller of any Securities in offering Securities to the public or otherwise. Neither we nor any Underwriter shall be under any obligation to you except for obligations assumed hereby or in any Written Communication from us in connection with any Offering. Nothing contained herein or in any Written Communication from us shall constitute the Selected Dealers an association or partners with us or any Underwriter or with one another. If the Selected Dealers, among themselves or with the Underwriters, should be deemed to constitute a partnership for Federal income tax purposes, then you elect to be excluded from the application of Subchapter K, Chapter 1, Subtitle A of the Internal Revenue Code of 1986 and agree not to take any position inconsistent with that election. You authorize us, in our discretion, to execute and file on your behalf such evidence of that election as may be required by the Internal Revenue Service. In connection with any Offering, you shall be liable for your proportionate amount of any tax, claim, demand or liability that may be asserted against you alone or against one or more Selected Dealers participating in such Offering, or against us or the Underwriters, based upon the claim that the Selected Dealers, or any of them, constitute an association, an unincorporated business or other entity, including, in each case, your proportionate amount of any expense incurred in defending against any such tax, claim, demand or liability.

(c) *Role of InspereX; Legal Responsibility*. InspereX is acting as representative of each of the Underwriters in all matters connected with the Offering of the Securities and with the Underwriters' purchases (or solicitation for purchase) of the Securities. The rights and liabilities of each Underwriter of Securities and each Selected Dealer shall be several and not joint. InspereX, as such, shall have full authority to take such action as it deems advisable in all matters pertaining to the Offering of the Securities or arising under this Agreement. InspereX will have no liability to any Selected Dealer for any act or omission except for obligations expressly assumed by it hereunder, and no obligations on the part of InspereX will be implied hereby or inferred herefrom.

(d) *Blue Sky Laws*. Upon application to us, we shall inform you as to any advice we have received from counsel concerning the jurisdictions in which Securities have been qualified for sale or are exempt under the securities or blue sky laws of such jurisdictions, but we do not assume any obligation or responsibility as to your right to sell Securities in any such jurisdiction. You agree to: (a) only engage in a distribution in accordance with the terms of any restrictions in the final Prospectus or offering circular, as applicable; (b) not conduct any distribution which would constitute, in any jurisdiction, a public offer as defined by the law of the relevant jurisdiction, unless you have requested of us and we have confirmed to you that the Securities are approved for public offer in such jurisdiction; and (c) observe the dates of any subscription period.

(e) *U. S. Patriot Act/Office of Foreign Asset Control ("OFAC")*. You represent and warrant, on behalf of yourself and any subsidiary, affiliate, or agent to be used by you in the context of this Agreement, that you and they comply and will comply with all applicable rules and regulations of the Office of Foreign Assets Control of the U.S. Department of the Treasury and all applicable requirements of the U.S. Bank Secrecy Act and the USA PATRIOT Act and the rules and regulations promulgated thereunder. You agree to only market, offer or sell Securities in jurisdictions agreed by us and excluding those jurisdictions on the country sanctions programs of the OFAC.

(f) *Cease and Desist Proceedings*. You represent and warrant that you are not the subject of a pending proceeding under Section 8A of the Securities Act in connection with the Offering.

(g) *Compliance with Law*. You agree that in selling Securities pursuant to any Offering (which agreement shall also be for the benefit of the Issuer or other seller of such Securities) you will comply with all applicable laws, rules and regulations, including the applicable provisions of the Securities Act and the Exchange Act, the applicable rules and regulations of the Commission thereunder, the applicable rules and regulations of any securities exchange having jurisdiction over the Offering and the applicable rules and regulations of any regulatory organization having jurisdiction over your activities. You represent and warrant, on behalf of yourself and any subsidiary, affiliate, or agent to be used by you in the context of this Agreement, that you and they have not relied upon advice from us, any Issuer of the Securities, the Underwriters or other sellers of the Securities or any of our or their respective affiliates regarding the suitability of the Securities for any investor.

(h) *Electronic Media*. You agree that you are familiar with the Commission's guidance on the use of electronic media to deliver documents under the federal securities laws and all guidance published by FINRA or its predecessor concerning delivery of documents by broker-dealers through electronic media. You agree that you with comply therewith in connection with a Registered Offering.

(i) *Structured Products*. You agree that you are familiar with NASD Notice to Members 05-59 concerning the obligations of member firms when selling structured products and, to the extent that it is applicable to you, you agree to comply with the requirements therein.

(j) *New Products*. You agree to comply with NASD Notice to Members 05-26 recommending best practices for reviewing new products.

5. *Indemnification*. You hereby agree to indemnify and hold us harmless and to indemnify and hold harmless the Issuers, any Underwriter and any of our affiliates from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any action or claim) caused by your failure or the failure of any other subsidiary, affiliate or agent of yours or the failure of any Selling Agent of yours to offer or sell the Securities in compliance with any applicable law or regulation, to comply with the provisions hereof including, but not limited to, any actual or alleged breach or violation of any representations and warranties contained herein or to obtain any consent, approval or permission required in connection with the distribution of the Securities.

6. *Termination, Supplements and Amendments*. This Agreement shall continue in full force and effect until terminated by a written instrument executed by each of the parties hereto. This Agreement may be supplemented or amended by us by written notice thereof to you, and any such supplement or amendment to this Agreement shall be effective with respect to any Offering to which this Agreement applies after the date of such supplement or amendment. Each reference to "this Agreement" herein shall, as appropriate, be to this Agreement as so amended and supplemented. The terms and conditions set forth in Section 3(c) hereof with regard to any Offering will terminate at the close of business on the 30th day after the commencement of the public offering of the Securities to which such Offering relates, but in our discretion may be extended by us for a further period not exceeding 30 days and in our discretion, whether or not extended, may be terminated at any earlier time.

7. *Recognition of the U.S. Special Resolution Regimes.* Notwithstanding anything to the contrary in this Agreement:

(a) In the event that any party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States..

For purposes of this Article XVIII: "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). "Covered Entity" means any of the following: (i) a "covered entity" as that term is

defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

8. *Successors and Assigns*. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and other persons specified in Section 1 hereof, and the respective successors and assigns of each of them.

9. *Governing Law*. This Agreement and the terms and conditions set forth herein with respect to any Offering together with such supplementary terms and conditions with respect to such Offering as may be contained in any Written Communication from us to you in connection therewith shall be governed by, and construed in accordance with, the laws of the State of Illinois.

10. *Headings and References*. The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

11. *Supersedes Prior Agreement*. This Agreement, as amended and supplemented from time to time, supersedes and replaces in its entirety any other selected dealers agreement and any other agreement between us governing similar transactions in which you are acting as a selected dealer, for all Offerings conducted from and after the date hereof.

Please confirm by signing and returning to us the enclosed copy of this Agreement that your subscription to, or your acceptance of any reservation of, any Securities pursuant to an Offering shall constitute (i) acceptance of and agreement to the terms and conditions of this Agreement (as supplemented and amended pursuant to Section 6 hereof) together with and subject to any supplementary terms and conditions contained in any Written Communication from us in connection with such Offering, all of which shall constitute a binding agreement between you and us, individually or as representative of any Underwriters, (ii) confirmation that your representations and warranties set forth in Section 4 hereof are true and correct at that time, (iii) confirmation that your agreements set forth in Sections 2 and 3 hereof have been and will be, as applicable, fully performed by you to the extent and at the times required thereby and (iv) in the case of any Offering described in Section 3(a) and 3(b) hereof, acknowledgment that you have requested and received from us sufficient copies of the final prospectus or offering circular, as the case may be, with respect to such Offering in order to comply with your undertakings in Section 3(a) or 3(b) hereof.

Very truly yours,

INSPEREX LLC

By: _____
Name:
Title:

CONFIRMED:

(NAME OF BROKER-DEALER)

By: _____
Name:
Title:

Exhibit 5.1

August 6, 2021

Ally Financial Inc.
Ally Detroit Center
500 Woodward Ave., Floor 10
Detroit, Michigan 48226

Ladies and Gentlemen:

Ally Financial Inc., a Delaware corporation (the "**Company**") is filing with the Securities and Exchange Commission (the "**Commission**") a Registration Statement on Form S-3 (the "**Registration Statement**") for the purpose of registering under the Securities Act of 1933, as amended (the "**Securities Act**"), the Ally Financial Term Notes Due Nine Months to Thirty Years from Date of Issue (collectively, the "**Notes**"), which shall be issued pursuant to an indenture dated as of September 24, 1996, with The Bank of New York Mellon (as successor to JPMorgan Chase Bank, N.A.), as trustee (the "**Trustee**"), as amended by a First Supplemental Indenture dated as of January 1, 1998, a Second Supplemental Indenture dated as of June 30, 2006, a Third Supplemental Indenture dated as of August 24, 2012 (together, the "**Indenture**"). The Notes include the Series A Ally Financial Term Notes ("**Series A Notes**"), to be issued in multiple tranches pursuant to a Fourth Supplemental Indenture (the "**Fourth Supplemental Indenture**") dated as of August 24, 2012 to the Indenture. With respect to the Series A Notes only, the term Indenture shall refer to the Indenture as supplemented by the Fourth Supplemental Indenture.

As Counsel to the Company, I have examined originals or copies of such documents, corporate records, certificates of public officials and other instruments as I have deemed necessary or advisable for the purpose of rendering this opinion.

In rendering the opinions expressed herein, I have, without independent inquiry or investigation, assumed that (i) all documents submitted to me as originals are authentic and complete, (ii) all documents submitted to me as copies conform to authentic, complete originals, (iii) all documents filed as exhibits to the Registration Statement that have not been executed will conform to the forms thereof, (iv) all signatures on all documents that I reviewed are genuine, (v) all natural persons executing documents had and have the legal capacity to do so, (vi) all statements in certificates of public officials and officers of the Company that I reviewed were and are accurate and (vii) all representations made by the Company as to matters of fact in the documents that I reviewed were and are accurate.

Based upon the foregoing, I advise you that, in my opinion:

1. The Company is duly organized and validly existing as a corporation under the laws of the State of Delaware, and the Company has corporate power and authority to issue the Notes.

2. When the form or forms of the Notes and the final terms thereof have been duly authorized and established by appropriate action taken by the Company and in accordance with the terms of the Indenture, and the Notes have been duly authorized, completed, executed, issued, authenticated, and delivered against payment therefor in accordance with the Indenture and the applicable selling agent agreement, underwriting agreement or other agreement, the Notes will thereupon constitute valid and binding obligations of the Company, enforceable in accordance with their terms and the terms of the Indenture, subject to applicable

bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability and *provided that* I express no opinion as to (i) the enforceability of any waiver of rights under any usury or stay law, (ii) the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law on the conclusions expressed above or (iii) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Notes to the extent determined to constitute unearned interest.

In connection with the opinions expressed above, I have assumed that, (1) the terms of such Notes shall have been duly established by the Board of Directors or pursuant to a delegation of authority by the Board of Directors, and the issuance and sale of such Notes shall have been duly authorized and such authorization shall not have been modified or rescinded, (2) the Company is and shall remain validly existing as a corporation in good standing under the laws of the State of Delaware, (3) the Registration Statement shall have become effective and such effectiveness shall not have been terminated or rescinded; (4) the Indenture and the Notes are each valid, binding and enforceable agreements of each party thereto, including the Trustee (other than as expressly covered in respect of the Company); and (5) there shall not have occurred any change in law affecting the validity or enforceability of such Notes. I have also assumed that the terms of any Notes whose terms are established subsequent to the date hereof and the issuance, execution, delivery and performance by the Company of any such Note (a) require no action by or in respect of, or filing with, any governmental body, agency or official and (b) do not contravene, or constitute a default under, any public policy, any provision of applicable law or any regulation or any judgment, injunction, order or decree or any agreement or other instrument binding upon the Company.

I hereby consent to the filing of this opinion as Exhibit 5 to the Registration Statement referred to above and to the use of my name in such Registration Statement and in the related Prospectus under the heading "Legal Opinions". In addition, if a pricing supplement relating to the offer and sale of any particular Note or Notes is prepared and filed by the Company with the Commission on a future date and the pricing supplement contains my opinion, substantially in the form set forth below, this consent shall apply to such opinion and to the reference to me as providing such opinion.

> "In the opinion of counsel to Ally Financial Inc. (the "**Company**"), when the notes offered by this pricing supplement have been executed and issued by the Company and authenticated by the trustee pursuant to the indenture dated as of September 24, 1996, with The Bank of New York Mellon (as successor to JPMorgan Chase Bank, N.A.), as trustee (the "**Trustee**"), as amended and supplemented from time to time (the "**Indenture**"), and delivered against payment as contemplated herein, such notes will be valid and binding obligations of the Company, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, and provided that I express no opinion as to (i) the enforceability of any waiver of rights under any usury or stay law, (ii) the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law on the conclusions expressed above and (iii) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the notes to the extent determined to constitute unearned interest. This opinion is given as of the date hereof and is limited to Federal laws of the United States of America, the law of the State of New York and the General Corporation Law of the State of Delaware. In addition, this opinion is subject to customary assumptions about the Trustee's authorization, execution and delivery of the Indenture, the Trustee's authentication of the notes, and the validity, binding nature and enforceability of the Indenture with respect to the Trustee, and the genuineness of signatures and to such counsel's reliance on the Company and other sources as to certain factual matters, all as stated in the letter of such counsel dated August 6, 2021, which has been filed as Exhibit 5.1 to the Registration Statement."

The foregoing opinion is limited to the Federal laws of the United States of America, the laws of the State of New York and the General Corporation Law of the State of Delaware.

In giving the foregoing consents, I do not admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Ryan J. Rettmann

Ryan J. Rettmann
Counsel

Exhibit 8.1

August 6, 2021

Ally Financial Inc.
Ally Detroit Center
500 Woodward Ave., Floor 10
Detroit, Michigan 48226

Re: Ally Financial Inc.
Ally Financial Term Notes due from
Nine Months to Thirty Years from Date of Issue

Dear Sirs and Mesdames:

I have acted as special tax counsel to Ally Financial Inc. (the "Company") in connection with the Registration Statement under the Securities Exchange Act of 1933, as amended on Form S-3 (the "Registration Statement"), filed today, to which this opinion is attached as an exhibit, and the Prospectus (the "Prospectus") for the proposed issue and sale of Ally Financial Term Notes due Nine Months to Thirty Years from Date of Issue (the "Notes"), and, in that capacity, I have furnished certain opinions to it.

I hereby confirm to you the opinion set forth under the heading "U.S. Federal Income Tax Consequences" in the Prospectus. As indicated in that opinion, the discussion sets forth a general summary of the material U.S. federal income tax consequences of the ownership and disposition of the Notes by initial holders of the Notes who have purchased them at their issue price and hold them as capital assets within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended. Holders are advised to consult their own tax advisors concerning the application U.S. federal tax laws to their particular situations, as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction. I am an attorney admitted to the Bar of the State of Michigan and have expressed no opinion (herein or in the Prospectus) as to the laws of any jurisdiction other than the federal tax laws of the United States of America, as currently in effect.

I hereby consent to the filing with the Securities and Exchange Commission of this opinion as an exhibit to the Registration Statement, and to the reference to Ally's counsel under the heading "U.S. Federal Income Tax Consequences" in the Prospectus.

This opinion speaks only as of the date hereof, and I undertake no obligation to update this opinion or to notify any person of any changes in facts, circumstances or applicable law.

Very truly yours,

/s/ Jay M. Frucci

Jay M. Frucci
Chief Tax Officer
Ally Financial Inc.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-3 of our reports dated February 24, 2021, relating to the consolidated financial statements of Ally Financial Inc. and the effectiveness of Ally Financial Inc.'s internal control over financial reporting, appearing in the Annual Report on Form 10-K of Ally Financial Inc. for the year ended December 31, 2020. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ Deloitte & Touche LLP

Detroit, Michigan

August 6, 2021

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

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ **CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)**

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York **(Jurisdiction of incorporation if not a U.S. national bank)**	**13-5160382** **(I.R.S. employer identification no.)**
240 Greenwich Street, New York, N.Y. **(Address of principal executive offices)**	**10286** **(Zip code)**

ALLY FINANCIAL INC.
(Exact name of obligor as specified in its charter)

Delaware **(State or other jurisdiction of incorporation or organization)**	**38-0572512** **(I.R.S. employer identification no.)**
Ally Detroit Center **500 Woodward Ave., Floor 10** **Detroit, Michigan** **(Address of principal executive offices)**	**48226** **(Zip code)**

Ally Financial Term Notes Due from Nine Months to Thirty Years from Date of Issue
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of the Department of Financial Services of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	550 17th Street, NW Washington, D.C. 20429
The Clearing House Association L.L.C.	100 Broad Street New York, N.Y. 10004

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act").

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-229494).

6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-229519).

7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, and State of New York, on the 2nd day of August, 2021.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid
Name: Francine Kincaid
Title: Vice President

EXHIBIT 7

Consolidated Report of Condition of

THE BANK OF NEW YORK MELLON

of 240 Greenwich Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business March 31, 2021, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,024,000
Interest-bearing balances	145,894,000
Securities:	
Held-to-maturity securities	48,027,000
Available-for-sale debt securities	107,057,000
Equity securities with readily determinable fair values not held for trading	65,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	0
Securities purchased under agreements to resell	12,587,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases held for investment	29,053,000
LESS: Allowance for loan and lease losses	289,000
Loans and leases held for investment, net of allowance	28,764,000
Trading assets	9,403,000
Premises and fixed assets (including capitalized leases)	3,016,000
Other real estate owned	1,000
Investments in unconsolidated subsidiaries and associated companies	1,625,000
Direct and indirect investments in real estate ventures	0
Intangible assets	6,974,000
Other assets	15,502,000
Total assets	383,939,000

LIABILITIES	
Deposits:	
In domestic offices	216,878,000
Noninterest-bearing	89,989,000
Interest-bearing	126,889,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	120,977,000
Noninterest-bearing	9,599,000
Interest-bearing	111,378,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	0
Securities sold under agreements to repurchase	6,694,000
Trading liabilities	2,444,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	320,000
Not applicable	
Not applicable	
Subordinated notes and debentures	0
Other liabilities	7,431,000
Total liabilities	354,744,000
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	11,650,000
Retained earnings	17,053,000
Accumulated other comprehensive income	-643,000
Other equity capital components	0
Total bank equity capital	29,195,000
Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	29,195,000
Total liabilities and equity capital	383,939,000

I, Emily Portney, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Emily Portney
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Thomas P. Gibbons
Samuel C. Scott
Joseph J. Echevarria

Directors