



Georgeson Securities Corporation  
Member FINRA, SIPC

Dear Investor:

Please find enclosed a prospectus describing the General Motors Financial Company, Inc. Variable Denomination Floating Rate Demand Notes, marketed and sold as the Right Notes (the "Notes").

Georgeson Securities Corporation ("GSC") has sent you this material on behalf of the issuer of the Notes, General Motors Financial Company, Inc., to comply with the securities laws and regulations of certain states. GSC makes no recommendation as to whether an investor should make an investment in the Notes. GSC has not prepared any report or opinion constituting recommendations or advice in connection with the Notes.

Please contact General Motors Financial Company, Inc. at 1-844-556-1485 or visit their website at [rightnotes.com](http://rightnotes.com) if you have any questions about the Notes or how to make an investment in the Notes.

Thank you for your interest.

Georgeson Securities Corporation

The securities represented by the Notes are not bank deposits, are not FDIC insured, and are not bank guaranteed. The Notes are also not a brokerage account with Georgeson Securities Corporation or any other broker-dealer and are not protected by the Securities Investor Protection Corporation under the Securities Investor Protection Act of 1970. Investing in securities, including the Notes, involves risk, including the possible loss of the entire amount invested. In addition, this letter is not a recommendation for the Notes. Georgeson Securities Corporation does not assume any responsibility for the statements made in the accompanying material. Georgeson Securities Corporation, member FINRA and SIPC.



# GENERAL MOTORS FINANCIAL COMPANY, INC.

## VARIABLE DENOMINATION FLOATING RATE DEMAND NOTES

### RIGHT NOTES

---

General Motors Financial Company, Inc. Variable Denomination Floating Rate Demand Notes, marketed and sold as the “Right Notes” (the “Notes”), are designed to provide investors with a convenient means of investing funds directly in General Motors Financial Company, Inc. (“GM Financial”).

The Notes are in book-entry form and have no stated maturity. The Notes earn a variable rate of interest to be determined from time to time by GM Financial in its sole discretion. The initial interest rate applicable to the Notes and all subsequent changes to the interest rate will be disclosed in pricing supplements filed with the Securities and Exchange Commission. The Notes are issuable in any amount and are subject to redemption by GM Financial at any time. An investor’s Notes are redeemable by such investor on such investor’s demand. An investor’s Notes have a principal amount equal to the total amount of the investor’s investment, plus reinvested interest, after deducting redemptions and fees, if any, and earn interest which will accrue and be compounded daily and be automatically reinvested in additional Notes on the last business day of each month, unless the investor elects automatic monthly interest redemption.

The Notes are unsecured and unsubordinated debt obligations of GM Financial ranking equally with all of its other unsecured, unsubordinated obligations. The Notes are structurally subordinated to all indebtedness and other obligations of GM Financial’s subsidiaries with respect to the assets of such entities.

**The Notes are not equivalent to a savings, deposit or other bank account and are not subject to the protection of Federal Deposit Insurance Corporation regulation or insurance or any other insurance.**

The Notes are offered on a continuous basis. The maximum aggregate principal amount of the Notes to be outstanding at any time is \$6,000,000,000, which amount may be increased from time to time by GM Financial without notice. The outstanding principal amount of the Notes will increase and decrease from time to time.

**Investing in the Notes involves certain risks. See “Risk Factors” beginning on page 4 of this prospectus, in our periodic reports filed from time to time with the Securities and Exchange Commission and in any applicable accompanying prospectus supplements.**

You should read this prospectus and any prospectus supplement carefully before you invest in any of our securities. You may invest in the Notes by completing the required investment form and by sending your investment by one of the methods described in this prospectus under the heading “Description of the Right Notes—How to Make an Initial Investment.”

No commissions are payable by GM Financial on sales of the Notes. GM Financial reserves the right to withdraw, cancel or modify the offer to sell Notes at any time without notice. GM Financial has the sole right to accept offers to purchase Notes and may reject, at our sole discretion, any proposed purchase of Notes in whole or in part.

In this prospectus, unless the context indicates otherwise, the words “Company,” “GM Financial,” “we,” “us,” and “our” refer to General Motors Financial Company, Inc.; and “GM” refers to General Motors Company.

**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.**

The date of this prospectus is November 1, 2024.

## TABLE OF CONTENTS

SUMMARY .....	1
ABOUT GENERAL MOTORS FINANCIAL COMPANY, INC. ....	3
RISK FACTORS .....	4
INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE.....	5
WHERE YOU CAN FIND MORE INFORMATION.....	5
DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS .....	6
USE OF PROCEEDS .....	6
DESCRIPTION OF THE RIGHT NOTES.....	7
CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS.....	10
PROGRAM AGENT .....	11
INDENTURE.....	11
TERMINATION, SUSPENSION OR MODIFICATION .....	13
RIGHTS MAY NOT BE ASSIGNED, TRANSFERRED OR PLEDGED .....	13
PLAN OF DISTRIBUTION .....	13
LEGAL MATTERS.....	14
EXPERTS .....	14

## IMPORTANT INFORMATION

GM Financial has not authorized anyone to provide any information other than that contained or incorporated by reference in this prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. GM Financial takes no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. GM Financial is not making an offer of these securities in any state where the offer is not permitted. You should not assume that the information contained in or incorporated by reference in this prospectus or any prospectus supplement or in any such free writing prospectus is accurate as of any date other than their respective dates.

The distribution of this prospectus and the offering of the Notes may be restricted in certain jurisdictions. You should inform yourself about and observe any such restrictions. This prospectus does 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.

An investment in the Notes involves risks. Prospective investors should carefully review the risk factors, as well as the other information, contained or incorporated by reference in this prospectus and any applicable prospectus supplement. You should consult your own financial and legal advisers as to the risks involved in an investment in the Notes and whether an investment is suitable for you.

All of the money you invest will be used to purchase Notes for you. All interest earned on your Notes will be reinvested monthly in additional Notes for your investment, unless you have elected automatic monthly interest redemption. All investments in the Notes are investments in unsecured debt obligations of GM Financial. Only the assets of GM Financial are available to pay the principal and interest on the Notes. GM Financial is not required to maintain reserves for its obligations under the Notes, and the Notes are not subject to any sinking fund. The Notes are not obligations of or guaranteed, endorsed or insured by any of our subsidiaries, General Motors Company, The Bank of New York Mellon (which acts as the “Program Agent” for the Notes), U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association (which acts as the “Trustee”) or any other company. It is possible for you to lose some or all of your investment, including accrued interest, if GM Financial is unable to pay its debts, become bankrupt or seek creditor protection.

The Notes are not a money market fund, which is typically a diversified fund consisting of short-term debt securities of many issuers. The Notes are not subject to the requirements of the Investment Company Act of 1940 (including those regarding diversification and quality of investments for money market funds) or the Employee Retirement Income Security Act of 1974, as amended. The Notes are not equivalent to a savings, deposit or other bank account and are not subject to the protection of Federal Deposit Insurance Corporation regulation or insurance or any other insurance. The Notes are not transferable, assignable or negotiable, they are not listed on any securities exchange, and there is no secondary market for the Notes. As a result, there is no public market valuation for the Notes.

The interest rate paid on investments in the Notes may not provide a basis for comparison with bank deposits or money market funds, which may use a different method of calculating yield, or other investments which pay a fixed yield for a stated period of time. The interest rate also does not necessarily bear any relation to the risks associated with or changes in our creditworthiness, credit rating or financial condition and may not compensate you for any increase in credit risk of investment in the Notes.

## SUMMARY

<b>Issuer</b>	General Motors Financial Company, Inc.
<b>Title of Securities</b>	Variable Denomination Floating Rate Demand Notes, marketed and sold as “Right Notes.”
<b>Amount</b>	Up to \$6,000,000,000 aggregate principal amount outstanding, which may be increased from time to time by GM Financial without notice.
<b>Minimum Initial Investment</b>	\$500
<b>Minimum Outstanding Investment</b>	\$500
<b>Maximum Total Investment</b>	The total maximum outstanding investment for any one investor shall not exceed \$100,000,000 at any time. See “Description of the Right Notes—Maximum Outstanding Investment.”
<b>Investment Eligibility Criteria</b>	The Notes are being offered only to individuals or entities with a valid Social Security number or U.S. federal tax identification number and whose registered address is in the United States. Other eligibility criteria may apply.
<b>Investment Options</b>	By ACH Investment—see page 8. By Mailed Check—see page 8. By Wire Transfer—see page 8. By Automatic Monthly Investment—see page 8.
<b>Redemption Options</b>	ACH Redemption—see page 9. Automatic Monthly Redemption—see page 9. Wire Redemption—see page 9.
<b>Status and Ranking</b>	<p>The Notes are unsecured and unsubordinated debt obligations of GM Financial ranking equally with all of our other unsecured, unsubordinated obligations. The Notes are structurally subordinated to the indebtedness and other obligations of our subsidiaries with respect to the assets of such entities.</p> <p>The Notes are not subject to the protection of Federal Deposit Insurance Corporation regulation or insurance or any other insurance. An investment in the Notes does not create a savings, deposit or other bank account or depositor relationship between you and GM Financial or you and the Program Agent.</p> <p>The Notes are not obligations of or guaranteed, endorsed or insured by our subsidiaries, GM, the Program Agent, the Trustee or any other company. We are not required to maintain reserves for our obligations under the Notes, and the Notes are not subject to any sinking fund.</p>
<b>Maturity</b>	The Notes have no stated maturity and are redeemable on your demand.
<b>Interest</b>	The Notes will bear interest at a variable rate per annum to be determined from time to time by GM Financial, in its sole discretion. Interest payable on the Notes accrues and compounds daily and will be credited to your Notes on the last business day of each calendar month and, unless you have elected automatic monthly interest redemption, will be reinvested in additional Notes. See “Description of the Right Notes—Interest.”

<b>Principal</b>	The principal amount of your Notes will equal all of your investments and reinvested interest less redemptions and fees, if any.
<b>Fees</b>	Fees, if any, may be assessed for investments returned due to insufficient funds, stop payment requests, wire redemptions, statement copy and 1099 requests and other services as set forth in the Fee Schedule described in the Terms (as defined under “Description of the Right Notes”) and available on the Right Notes website.
<b>Form of Notes</b>	The Notes are offered in the United States by prospectus only. The Notes are in book-entry form.
<b>Optional Redemption or Suspension by GM Financial</b>	The Notes may be redeemed or suspended by GM Financial at any time in its discretion. See “Description of the Right Notes—Optional Redemption or Suspension by GM Financial.”
<b>Right Notes Website</b>	Investments in the Notes and other actions in connection with your investment in the Notes may be transacted through the Right Notes website at <a href="http://www.rightnotes.com">www.rightnotes.com</a> . If your request cannot be initiated through the Right Notes website, you may contact our call center at 1-844-556-1485. None of the information contained at any time on the Right Notes website is incorporated by reference into this prospectus, and the information on the Right Notes website is not, and should not be deemed to be, a part of this prospectus.
<b>Tax Status</b>	Interest credited to each of the Notes is reportable as taxable income for federal tax purposes. Backup withholding may apply to certain persons. See “Certain United States Federal Income Tax Considerations.”
<b>Program Agent</b>	The Bank of New York Mellon
<b>Trustee</b>	U.S. Bank Trust Company, National Association
<b>Broker-Dealer</b>	Georgeson Securities Corporation
<b>Rating</b>	GM Financial has not requested, and does not anticipate receiving, a rating for the Notes from any rating agency.

## **ABOUT GENERAL MOTORS FINANCIAL COMPANY, INC.**

General Motors Financial Company, Inc., the wholly-owned captive finance subsidiary of General Motors Company, is a global provider of automobile financing solutions. We offer automobile loans and leases and commercial dealer loans throughout many different regions, subject to local regulations and market conditions. We evaluate our business in two operating segments: North America (the “North America Segment”) and international (the “International Segment”). The North America Segment includes our operations in the United States and Canada. The International Segment includes our operations in all other countries.

Our principal executive offices are located at 801 Cherry Street, Suite 3500, Fort Worth, Texas, 76102, and our telephone number is (817) 302-7000.

If you want to find out more information about GM Financial, please see the sections entitled “Incorporation of Certain Documents by Reference” and “Where You Can Find More Information.”

## **RISK FACTORS**

Investing in the Notes involves risks, including the risks described in the documents we incorporate by reference herein. You should carefully consider these risks and the other information contained or incorporated by reference in this prospectus and any prospectus supplement before deciding to invest in the Notes, including the risk factors incorporated by reference from our most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q and any subsequent Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K we file after the date of this prospectus, and all other information contained or incorporated by reference in this prospectus, as updated by our subsequent filings under the Exchange Act, and the risk factors and other information contained in any applicable prospectus supplement, before acquiring any of such securities. See “Where You Can Find More Information” and “Incorporation of Certain Documents by Reference.” The risks described below are intended to highlight risks that are specific to the Notes but are not the only risks that we face. Additional risks, including those generally affecting our business and the industry in which we operate, risks that we currently deem immaterial and risks generally applicable to companies in our industry, may also impair our business, the value of your investment and our ability to pay interest on or redeem the Notes.

### **The interest rate paid on the Notes may not bear any relation to the investment risk.**

The Notes bear interest at a variable rate determined by GM Financial in its sole discretion, and the interest rate chosen does not necessarily bear any relation to the risks associated with or changes in our creditworthiness, credit rating or financial condition and may not compensate you for any increase in credit risk of investment in the Notes. Moreover, GM Financial may establish different interest rates applicable to different Notes in its sole discretion at any time. The interest paid on investments in the Notes may not provide a basis for comparison with bank deposits or money market funds, which may use a different method of calculating yield, or other investments which pay a fixed yield for a stated period of time.

### **The Notes are not a money market fund or other type of diversified investment.**

The Notes are not a money market fund, which is typically a diversified fund consisting of short-term debt securities of many companies. Only the assets of GM Financial are available to pay the principal of and interest on the Notes. Because the Notes are unsecured debt securities issued by a single issuer, you will not have the benefits of diversification offered by money market mutual funds or other investment companies. The Notes are also not subject to the requirements of the Investment Company Act of 1940, as amended, or the Employee Retirement Income Security Act of 1974, as amended, including requirements relating to the diversification and quality of investments.

### **The Notes are not equivalent to a deposit or other bank account, and investments in the Notes are not insured by the Federal Deposit Insurance Corporation or any other source. The Notes are not a brokerage account.**

An investment in the Notes does not create a savings, deposit or other bank account or depositor relationship between you and GM Financial or you and the Program Agent. The Notes are not subject to the protection of Federal Deposit Insurance Corporation regulation or insurance or any other insurance. The Notes are also not a brokerage account with Georgeson Securities Corporation or any other broker-dealer and are not protected by the Securities Investor Protection Corporation under the Securities Investor Protection Act of 1970.

### **GM Financial is the sole obligor on the Notes.**

Only GM Financial is obligated to pay the principal of and interest on the Notes, and only its assets are available for this purpose. If GM Financial’s assets are insufficient to pay the principal of and interest on the Notes, you could lose some or all of your investment. No private or government source guarantees the return of your investment in the event of a failure of GM Financial to repay your investment. The Notes are not obligations of or guaranteed, endorsed or insured by any of GM Financial’s subsidiaries, GM, the Program Agent, the Trustee or any other entity.

### **The Notes are not transferrable.**

You may redeem your investment in the Notes at any time in whole or in part as described in this prospectus. However, you cannot transfer your investment in the Notes to someone else. As a result, no secondary market for the Notes currently exists or will ever exist, and, consequently, there is no public market valuation of the Notes to assist investors in evaluating the Notes or their yield.

### **Potential Conflicts**

GM Financial may from time to time have potential conflicts of interest from the point of view of investors in the Notes. All of the money you invest will be invested in the Notes, which are securities of GM Financial. In addition, employees of GM Financial and its subsidiaries may from time to time invest in or redeem the Notes.



## INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

We may “incorporate by reference” in this prospectus information filed with the Securities and Exchange Commission (“SEC”), 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 later information that we file with the SEC will automatically update and supersede that information, as well as the information included in this prospectus.

We incorporate by reference the documents listed below (but excluding any portions thereof that are furnished and not filed):

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed on January 30, 2024;
- our Quarterly Reports on Form 10-Q for the quarter ended March 31, 2024, filed on April 23, 2024, for the quarter ended June 30, 2024, filed on July 23, 2024, and for the quarter ended September 30, 2024, filed on October 22, 2024; and
- our Current Reports on Form 8-K filed on February 8, 2024, March 28, 2024, April 4, 2024, June 18, 2024 and September 6, 2024.

We also incorporate by reference into this prospectus all documents that we may file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus in connection with the offering made under the registration statement of which this prospectus is a part. These documents include periodic reports, such as annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed to constitute a part of this prospectus, except as so modified or superseded.

You may obtain any of the documents incorporated by reference from the SEC or the SEC’s website as described below. In addition, we will provide without charge to each person, including any beneficial owner, to whom this prospectus is delivered, upon his or her written or oral request, a copy of any or all of the reports or documents referred to above that have been incorporated by reference into this prospectus, excluding exhibits to those documents unless they are specifically incorporated by reference into those documents.

You may request free copies of any of these filings by writing or calling us at our principal offices, which are located at the following address:

General Motors Financial Company, Inc.  
801 Cherry Street  
Suite 3500  
Fort Worth, Texas 76102  
Attention: Chief Financial Officer  
Telephone: (817) 302-7000

Except for the documents specifically incorporated by reference into this prospectus, information contained on our website or that can be accessed through our website does not constitute a part of this prospectus. Information contained on or accessed through the Right Notes website at [www.rightnotes.com](http://www.rightnotes.com) does not constitute a part of this prospectus.

## WHERE YOU CAN FIND MORE INFORMATION

We file reports and other information with the SEC. The SEC maintains a website that contains reports, proxy and information statements and other information about issuers, such as us, who file electronically with the SEC. The address of that website is [www.sec.gov](http://www.sec.gov).

This prospectus and any prospectus supplement are part of a registration statement that we filed with the SEC and do not contain all of the information in the registration statement. The full registration statement may be obtained from the SEC or us, as provided below. Forms of the indenture and other documents establishing the terms of the offered securities are or may be filed as exhibits to the registration statement or documents incorporated by reference in the registration statement. Statements in this prospectus or any prospectus supplement about these documents are summaries and each statement is qualified in all respects by reference to the

document to which it refers. You should refer to the actual documents for a more complete description of the relevant matters. You may inspect a copy of the registration statement through the SEC's website, as provided above.

### **DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS**

We make "forward-looking statements" throughout this prospectus, including the documents incorporated herein by reference. Whenever you read a statement that is not simply a statement of historical fact (such as when we use words such as "believe," "expect," "intend," "plan," "may," "likely," "should," "estimate," "continue," "future," or "anticipate" and other comparable expressions), you must remember that our expectations may not be correct, even though we believe they are reasonable. These forward-looking statements are subject to many assumptions, risks and uncertainties that could cause actual results to differ significantly from historical results or from those anticipated by us. We do not guarantee that any future transactions or events described in this prospectus will happen as described or that they will happen at all. You should read this prospectus completely and with the understanding that actual future results may be materially different from what we expect.

All cautionary statements made herein should be read as being applicable to all forward-looking statements wherever they appear. In connection with this, investors should consider the risks described herein and should not place undue reliance on any forward-looking statements. You should read carefully the section of this prospectus under the heading "Risk Factors."

We assume no responsibility for updating forward-looking information contained herein or in other reports we file with the SEC, and do not update or revise any forward-looking information, except as required by federal securities laws, whether as a result of new information, future events or otherwise.

### **USE OF PROCEEDS**

Unless otherwise specified in an applicable prospectus supplement, the net proceeds we receive from the sale of the Notes will be added to the general funds of GM Financial and will be available for general corporate purposes. The application of proceeds will depend upon our funding requirements at the time and the availability of other funds.

## DESCRIPTION OF THE RIGHT NOTES

*The following description of the Notes partially summarizes and is in addition to the GM Financial Right Notes Terms (the "Terms"), a copy of the most recent version which is filed with the SEC. If this description differs in any way from the provisions of the Terms, you should rely on the Terms. You may request a copy of the current Terms by downloading a copy on the Right Notes website at [www.rightnotes.com](http://www.rightnotes.com) or by calling us at 1-844-556-1485. None of the information contained at any time on the Right Notes website is incorporated by reference into this prospectus, and the information on the Right Notes website is not, and should not be deemed to be, a part of this prospectus.*

### General

The Notes are unsecured and unsubordinated debt obligations of General Motors Financial Company, Inc. ranking equally with all of its other unsecured, unsubordinated obligations. The Notes are not subject to the protection of Federal Deposit Insurance Corporation regulation or insurance or any other insurance. An investment in the Notes does not create a savings, deposit or other bank account or depositor relationship between you and GM Financial or you and the Program Agent. The Notes are not obligations of or guaranteed, endorsed or insured by our subsidiaries, GM, the Program Agent, the Trustee or any other company. The Notes are structurally subordinated to the indebtedness and other obligations of our subsidiaries with respect to the assets of such entities.

All of the money you invest must be made in U.S. dollars and will be used to purchase Notes for you. Your investments in the Notes and interest thereon will be recorded on a register maintained by the Program Agent. The principal amount of your Notes will be equal to all of your investments in the Notes, plus reinvested interest, less redemptions and fees, if any. Unless you opt for monthly interest redemption, accrued interest is available to you for redemption as principal after it is reinvested on the last business day of each month. Each month, electronic statements will be made available to investors showing a summary of all transactions occurring during the prior month, including investments, redemptions, interest earned and any fees or charges. Investors may also call toll free at 1-844-556-1485 to obtain current information about their investment in the Notes.

### Eligible Investors

The Notes are being offered only to individuals or entities with a valid Social Security number or U.S. Federal tax identification number and whose registered addresses are in the United States. Other eligibility criteria may apply. Investments in the Notes may be made individually, jointly, by corporations, by partnerships, by limited liability companies, by firms, by associations or as custodial or trust investments. Custodial investments will be made pursuant to the applicable Uniform Gifts/Transfer to Minors Act. Any Note jointly owned by two or more investors will be deemed to be owned by such investors as joint tenants with right of survivorship.

### Interest

The Notes will bear interest at a variable rate per annum to be determined from time to time by GM Financial in its sole discretion. Rates may vary by an investor's principal amount of Notes or other factors as determined by GM Financial. Interest on the Notes accrues in accordance with the provisions governing the different methods of investing in Notes, as described below under "How to Make Additional Investments." Interest on the Notes is compounded and accrues daily, at the rate in effect each day, based on a 365/366-day year. Interest payable on the Notes will be credited to your Notes on the last business day of each month and, unless you have elected automatic monthly interest redemption, will be automatically reinvested in additional Notes.

### How to Make an Initial Investment

To make an initial investment, after reading this entire prospectus, you must submit an application online at the Right Notes website ([www.rightnotes.com](http://www.rightnotes.com)). Your initial investment must be made using an electronic automated clearinghouse ("ACH") transfer from a U.S. bank account you have successfully linked during the online application process. You must verify your ownership of the linked U.S. bank account by completing the bank account verification process online. Funds received as part of your initial investment cannot be redeemed until seven business days after such amounts are credited. Currently, the minimum initial investment is \$500. The minimum initial investment is subject to change at the discretion of GM Financial without prior notice to investors.

### How to Make Additional Investments

After your initial investment in the Notes, you may make additional investments by the methods described below or by such other means as GM Financial from time to time determines, which we may modify or discontinue at our sole discretion. The minimum amount of any single additional investment is \$50. The Program Agent may require instructions to be provided by certain deadlines in order to make the investment on the business day requested by you. Neither GM Financial nor the Program Agent is responsible for

delays in crediting your account caused by forces beyond its control.

*BY ACH INVESTMENT.* You may use the Right Notes website at [www.rightnotes.com](http://www.rightnotes.com) or call us at 1-844-556-1485 to make an additional investment from your pre-designated U.S. bank account through an ACH transfer. You may also set up automatic recurring ACH investment transactions from your linked U.S. bank account (See “BY AUTOMATIC MONTHLY INVESTMENT”). One-time ACH investment requests will be prepared by the Program Agent for the amount authorized and on the business day that you request. Investments made by ACH transfer are invested in your Notes and begin to accrue interest on the same day your money is credited. Investments made by ACH cannot be redeemed until seven business days after such amounts are credited to the Notes. Your bank may charge you a fee if you make an investment by ACH transfer.

*BY MAILED CHECK.* You may make additional investments by mailing a check to the Program Agent. Your check should be mailed to the address listed on the Right Notes website and include your name and investment number. You must also mail us an investment ticket that is attached to your monthly statement. Funds will be credited to your investment, and interest will begin to accrue, on the business day that the Program Agent receives your check provided that the check is received prior to 9:00 a.m. Eastern Time. Investments made by check cannot be redeemed until seven business days after the check is first invested in the Notes.

*BY WIRE TRANSFER.* You may make additional investments by wire transfer. The wire transfer must include the information required by the Program Agent, including your name and investment number, and come from a bank account in your name. Wires may only be originated from a bank or financial institution located in the United States. Your investment will be credited, and you will begin earning interest, on the same business day the wire is received provided that the funds have been received by 2:00 p.m. Eastern Time. Funds received at or after 2:00 p.m. Eastern Time will be credit to your Notes and begin to accrue interest on the next business day. Investments made by wire are available for redemption beginning the day such investments are credited to the Notes. Each wire transfer may incur a charge from your bank or financial institution. Neither GM Financial nor the Program Agent is responsible for delays in acting on your request for authorization to make a wire transfer or in the transfer and wiring of funds.

*BY AUTOMATIC MONTHLY INVESTMENT.* You may select to automatically make additional investments via ACH from your pre-designated U.S. bank account on a monthly basis in a specified amount. Automatic monthly investments may not be made by wire transfer. If you set up automatic recurring ACH investment transactions, the Program Agent will prepare ACH transfers using the transfer dates each month for the amount authorized and on the day of the month that you have requested. If an automatic transfer day falls on a day that is not a business day, the transfer will be initiated on the next business day; provided, however, if there are no more business days in the month, the investment will be made on the last business day of that month. Automatic investments made by ACH transfer are invested in your Notes and begin to accrue interest on the same day your funds are credited. Investments made by ACH cannot be redeemed until seven business days after such amounts are credited to the Notes. You may request, modify or terminate an ACH automatic investment through the Right Notes website at [www.rightnotes.com](http://www.rightnotes.com) or by calling us at 1-844-556-1485. Such notice is effective as soon as practicable after receipt by the Program Bank.

### **Minimum Outstanding Investment**

The minimum outstanding investment for any one investor is \$500. If the amount of your outstanding investment at month end is less than the minimum for three consecutive months, we may elect to redeem your investment. If we redeem your investment, the Program Agent will send the proceeds to the registered holder of the Notes, less any tax withholding, if applicable, and any other applicable fees. The minimum required investment balance is subject to change at the discretion of GM Financial without prior notice to investors.

### **Maximum Outstanding Investment**

The maximum outstanding investment for any one investor is \$100,000,000. If the amount of your outstanding investment exceeds the maximum, we may elect to redeem the amount of your investment in excess of \$100,000,000. If we elect to make such a redemption, we shall cause the Program Agent to have the proceeds transferred to your pre-designated U.S. bank account through an ACH transfer, less any tax withholding, if applicable, and any applicable fees. The maximum outstanding investment in the Notes for any one investor is subject to change at the discretion of GM Financial without prior notice to investors.

### **How to Redeem**

You may redeem all or any part of your Notes at any time as described below. The only way to redeem your entire Notes investment is by use of the “Closing Your Notes” option described below. We may also modify or discontinue the methods of redemption described below or offer other methods of redemption from time to time, at our sole discretion. You are eligible to partially redeem your Notes only if your investment balance in the Notes is more than \$500 and will remain so after redemption.

*CLOSING YOUR NOTES.* You may redeem the entire net aggregate principal amount of your Notes at any time only by calling us at 1-844-556-1485 or by writing the Program Agent requesting redemption. Written requests for redemption should be sent to the address designated on the Right Notes website and require the signatures of all registered owners (including joint owners) of the redeemed Notes. Following receipt of your request to redeem your entire investment, we will send you an amount equal to the principal amount of your Notes plus accrued and unpaid interest thereon to and including the date of redemption.

*ACH REDEMPTION.* You may redeem a portion of your Notes and have the proceeds transferred to your pre-designated U.S. bank account through an ACH transfer. To make such redemption, you must enter your ACH Redemption transaction into our automated phone system or the Right Notes website, after which the redemption proceeds will be transferred to your linked U.S. bank account. If your redemption request is received before 1:45 p.m. Eastern Time on a business day, the ACH transfer will be processed that same day. Otherwise, the transfer will be processed on the next business day. Each redemption must be for a minimum amount of \$50. Interest will accrue on your Notes to, but not including, the business day on which the redemption proceeds are transferred.

*AUTOMATIC MONTHLY REDEMPTION.* You may select to receive redemption proceeds via ACH on a monthly basis. If you select this option, you authorize the Program Agent to automatically redeem a specified principal amount of your Notes of no less than \$50 each month. On the last business day of each month, the Program Agent will redeem your Notes by an amount equal to the redemption amount that you have specified. You may terminate the Automatic Monthly Redemption option via the Right Notes website or by calling us at 1-844-556-1485. Such notice is effective as soon as practicable after receipt by the Program Bank.

*WIRE REDEMPTION.* You can redeem any part of your Notes, subject to a \$1,000 minimum, by wire transfer if you have pre-authorized the wire redemption option. Wire redemption proceeds can only be wired to the U.S. bank account you have designated on your Wire Redemption enrollment form. Funds will be wired on the same business day as the receipt of your wire redemption request, provided that your request is received by the Program Agent by 1:00 p.m. Eastern Time. Wire redemption requests received after 1:00 p.m. Eastern Time on any business day will be processed on the next business day. If your designated bank is not a member of the Federal Reserve System, there may be a delay in wiring funds. Each wire transfer will incur a processing charge and may also incur an additional charge from your bank. The Program Agent's records of the wire instructions are binding.

*MONTHLY INTEREST REDEMPTION.* In lieu of automatic reinvestment of interest on your Notes into additional Notes, you may elect to have your accrued and posted interest automatically redeemed and paid to you on a monthly basis via ACH transfer to your pre-designated U.S. bank account. If you select the monthly interest redemption option, the Program Agent will redeem the interest amount that would have been credited to your Notes on the last business day of that month. You may terminate the Monthly Interest Redemption option via the Right Notes website or by calling us at 1-844-556-1485. Such notice is effective as soon as practicable after receipt by the Program Bank.

### **Optional Redemption or Suspension by GM Financial**

GM Financial has the right to redeem at any time the Notes of an investor if the investment balance is below the minimum amount or to the extent the investment balance exceeds the maximum amount as determined by GM Financial. In such event, you will be notified that your Notes will be redeemed. In addition, we may also, at any time at our option, redeem or suspend activity with respect to the Notes of any investor who is not or is no longer eligible to invest in the Notes or who has abused or misused the investment or redemption provisions applicable to the Notes or whose investments are otherwise inconsistent with the Terms, in each case as we determine in our sole judgment and discretion. In the event that we determine to redeem or suspend activity with respect to a particular investor's Notes for any of the reasons specified in the preceding sentence, we will, subject to any limitations imposed by law, notify the investor of our intention to redeem or suspend activity with respect to its Notes.

Further, we may redeem the entire amount of, or any portion of, all of the outstanding Notes in our sole judgment and discretion. Any such partial redemption of outstanding Notes will be effected by lot or pro rata or by any other method that is deemed fair and appropriate by us.

In each of the redemption transactions described above, an ACH transfer will be made to your pre-designated U.S. bank account (or, in the case of a redemption of the entire net aggregate principal amount of your Notes, a redemption check will be sent to your registered address) in an amount equal to the principal amount of the redeemed Notes, including accrued and unpaid interest and less any tax withholding, if applicable and any other applicable fees.

GM Financial shall also have a right to deduct from the principal amount of a Note any amounts invested by us in error in such Note. In addition, we may, in our sole discretion, suspend your ability to transact in the Notes in connection with an Internal Revenue Service notice, court order or pursuant to any other legal or governmental action or requirement, or if we have reason to believe that your investment is fraudulent or related to illegal activities.

Investments in the Notes that are not accessed within statutorily specified time periods may be subject to applicable state laws regarding escheatment (or forfeiture) to the state government of unclaimed funds.

## **Fees**

There are no maintenance fees with respect to your investment in the Notes. You may, however, be charged a fee by your commercial bank or financial institution if you make an investment or receive a redemption amount by wire transfer or request other special services. You may also incur a charge in obtaining any applicable signature guarantee.

GM Financial may designate and adjust fees in connection with the Notes, including without limitation for insufficient funds, wire redemptions, and copy requests. Any fees shall be documented in the current Fee Schedule described in the Terms and are available on the Right Notes Website. As incurred, fees will be promptly debited directly from your investment balance as a partial redemption of your Notes.

## **Investor Statements**

Monthly statements will be made available to you on the Right Notes website ([www.rightnotes.com](http://www.rightnotes.com)), showing a summary of all the transactions made in the Notes during the previous month, including the beginning investment balance, all investments and redemptions, all interest earned, as well as any relevant fees or charges. This procedure is subject to change by GM Financial in its discretion.

You can also obtain current information about the Notes by calling us toll free at 1-844-556-1485. We will only furnish information to you by telephone if you provide certain information, including without limitation the name, address, and Notes investment number of the registered owner of the Notes.

## **CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS**

The following is a summary of the U.S. federal income tax consequences to you if you invest in the Notes. The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local or foreign tax laws are not discussed. This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the "Code"), Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the U.S. Internal Revenue Service (the "IRS"), in each case in effect as of the date hereof. These authorities may change or be subject to differing interpretations. Any such change or differing interpretation may be applied retroactively in a manner that could adversely affect a holder of the Notes.

This discussion addresses only the income tax consequences to you if you are an individual and are a citizen of the United States for U.S. federal income tax purposes who holds the Notes as "capital assets" within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all U.S. federal income tax consequences relevant to a holder's particular circumstances, including for holders who are not U.S. persons for U.S. federal income tax purposes or who hold the Notes through certain foreign financial institutions, the impact of the Medicare contribution tax on net investment income and any alternative minimum tax. In addition, the discussion is included for general information only and may not be applicable to you depending on your particular situation or personal investment circumstances.

**INVESTORS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES ARISING UNDER OTHER U.S. FEDERAL TAX LAWS (INCLUDING ESTATE AND GIFT TAX LAWS), UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE TAX TREATY.**

Although the tax treatment of the Notes is uncertain, it would be reasonable to include in your income in each taxable year (or portion thereof) in which you hold a Note the interest that accrues on the Note during that taxable year (or portion thereof). Early in each year the Program Agent will provide to you the full amount reportable as taxable income for the previous year. The Program Agent also will file tax information returns as required by law. Backup withholding may apply to you if you fail to comply with applicable tax identification requirements.

We have not sought and will not seek any rulings from the IRS regarding the matters discussed above. There can be no assurance that the IRS or a court will not take a contrary position to that discussed below regarding the tax consequences of the purchase, ownership and disposition of the Notes.

## PROGRAM AGENT

The Bank of New York Mellon is the Program Agent for the Notes. The Bank of New York Mellon performs these services under the terms of a Program Services Agreement with General Motors Financial Company, Inc. (the “Services Agreement”). Services to be provided under the Services Agreement include:

- opening and closing of Notes;
- maintenance of records of investments in, and redemptions of, the Notes by investors;
- receipt of investment and redemption requests;
- receipt of funds being invested in Notes and disbursement of funds upon redemption of Notes;
- sending notices of redemption upon a redemption at the option of GM Financial;
- transaction processing and sub-accounting;
- preparation of investment statements and other correspondence to investors;
- investor servicing via live call center agents and a 24/7 Interactive Voice Response unit;
- hosting of investor-facing Right Notes website allowing online enrollment and management of Notes, including funds transfer capabilities;
- maintenance of records of the investment balance in the Notes, accrual of interest, and payment and reinvestment of interest; and
- tax reporting and filing with the proper authorities.

GM Financial pays the Program Agent an administrative fee for these services. Under the terms of the Services Agreement (i) the services provided thereunder (the “Services”) are provided only to GM Financial, (ii) the Program Agent has limited liability, (iii) the Program Agent is indemnified by GM Financial with respect to losses arising from claims made by third parties as a result of the Program Agent’s performance of the Services in good faith and without negligence, and (iv) no other person acquires or has any right under or by virtue of the Services Agreement.

## INDENTURE

The Notes are governed by an indenture, dated as of March 31, 2016, as amended and supplemented by a first supplemental indenture, dated as of November 1, 2024 (together, the “Indenture”), between GM Financial and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association (“U.S. Bank”), which acts as trustee (the “Trustee”). The Trustee has two main roles. First, the Trustee can enforce your rights against us if we default. There are some limitations on the extent to which the Trustee acts on your behalf, described below under “Events of Default and Notices.” Second, the Trustee may perform certain administrative duties for us.

The Indenture and its associated documents contain the full legal text of the matters described in this section. The Indenture is an exhibit to our registration statement of which this prospectus is a part. See “Where You Can Find More Information” for information on how to obtain a copy of the Indenture.

This section summarizes the material terms of the Indenture. Because this section is a summary, it does not describe every aspect of the Indenture and is subject to and qualified in its entirety by reference to all provisions of the Indenture, including definitions of certain terms used in the Indenture. We describe the meaning for only the more important of those terms. Whenever we refer to defined terms of the Indenture in this prospectus, such defined terms are incorporated by reference here.

### General

The Notes will be issuable in any amount and will mature upon your demand. The Notes will be issued at the applicable rate of interest in effect at the date of issue and otherwise identical except for their issue date and principal amount. We may reject any offer to purchase Notes in whole or in part. All investments in the Notes are investments in our unsecured debt obligations and are not obligations of or guaranteed by our subsidiaries, GM, the Program Agent, the Trustee or any other company. GM Financial is not required to maintain reserves for its obligations under the Notes, and the Notes are not subject to any sinking fund.

The Indenture does not limit our ability to incur additional debt, including debt incurred by our subsidiaries. The Indenture also does not restrict us from acquiring or combining with entities that have outstanding indebtedness, which entities may become subsidiaries of GM Financial.

The Indenture does not limit the principal amount of the Notes or any of our other debt that may be issued.

The Notes will be issued in uncertificated form, and you will not receive any certificate or other instrument evidencing our indebtedness. All funds you invest in the Notes, together with interest accrued thereon, and redemptions, if any, will be recorded on a register maintained by the Program Agent.

The Indenture provides that we, the Trustee and the investors waive, 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 the Indenture or the Notes.

### **The Trustee**

The Indenture contains certain limitations on the right of the Trustee, as a creditor of ours, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. In addition, the Trustee may be deemed to have a conflicting interest and may be required to resign as Trustee if at the time of a default under the Indenture it is a creditor of ours.

U.S. Bank is the Trustee under the Indenture. GM Financial and certain of its affiliates maintain deposit accounts and banking relationships with U.S. Bank or its affiliates. U.S. Bank or its affiliates also serve, and may serve in the future, as Trustee or agent under other indentures and agreements pursuant to which securities of GM Financial and of certain of its affiliates are outstanding.

### **Events of Default and Notices**

The following events are defined in the Indenture as “events of default” with respect to the Notes:

- failure to pay any or all the principal of or interest on any Note when due, provided that the failure to pay shall not be deemed to be an event of default under various circumstances, such as when the person demanding payment is not legally entitled to it or upon the occurrence of certain administrative errors; and
- failure to perform any of our covenants in the Indenture, which continues for 90 days after we are given written notice by either the Trustee or the holders of at least of a majority in principal amount of the outstanding Notes.

If an event of default with respect to the outstanding Notes occurs and is continuing, either the Trustee or the holders of at least a majority in principal amount of the outstanding Notes may declare the principal amount of all Notes to be due and payable immediately; provided, however, that under certain circumstances the holders of a majority in aggregate principal amount of outstanding Notes may rescind and annul such declaration and its consequences.

The Indenture provides that the Trustee, within 90 days after the occurrence of a default with respect to the Notes, shall give to the holders of the Notes notice of all uncured defaults known to it (the term “default” means the events specified above without grace periods), provided that, except in the case of default in the payment of principal of or interest, if any, on any Notes, the Trustee shall be protected in withholding the notice if it in good faith determines that the withholding of the notice is in the interest of the holders of Notes.

We will be required to furnish annually to the Trustee a statement by certain of our officers to the effect that to their knowledge we are not in default in the fulfillment of any of our obligations under the Indenture or, if there has been a default in the fulfillment of any of our obligations, specifying each such default.

The holders of a majority in principal amount of the outstanding Notes will have the right, subject to certain limitations, to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee with respect to the Notes, and to waive certain defaults.

The Indenture provides that in case an event of default occurs and is continuing, the Trustee shall exercise such of its rights and powers under the Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the holders of Notes unless they shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which the Trustee might incur in



complying with the request or direction.

### **Modification of the Indenture**

We and the Trustee may modify or amend the Indenture, with the consent of the holders of not less than a majority in aggregate principal amount of the outstanding Notes, provided that no such modification or amendment may, without the consent of each holder of the Notes that are affected:

- change the character of the Notes from being payable on demand or reduce the principal amount of any Note;
- impair the right to institute a suit for the enforcement of any payment on or with respect to any Note;
- reduce the above-stated percentage of holders of Notes necessary to modify or amend the Indenture; or
- modify the foregoing requirements or reduce the percentage of outstanding Notes necessary to waive compliance with certain provisions of the Indenture or for waiver of certain defaults.

We may also amend the Indenture, without the consent of any holders of the Notes, to add covenants or restrictions for your benefit or to make other changes that do not adversely affect the rights of any holder in any material respect.

### **TERMINATION, SUSPENSION OR MODIFICATION**

We expect that you will be able to invest in the Notes for the foreseeable future, but we reserve the right at any time to terminate, to suspend or from time to time to modify the Terms and the Notes offering in part, in its entirety or in respect of investors located in one or more states or other jurisdictions or to suspend new investments in the Notes. We reserve the right to modify, suspend or terminate any of the investment options and redemption options described under “Description of the Right Notes—How to Make Additional Investments” and “—How to Redeem.” No termination, modification or suspension shall affect your rights unless the proposed action shall have been communicated to you in sufficient time prior to its effective date to allow you to redeem Notes together with accrued and unpaid interest in accordance with the terms in effect prior to the effective date of such termination, modification or suspension. Such communication shall be deemed to have been provided to investors if a description of the termination, modification or suspension is available to investors on the SEC’s Electronic Data Gathering, Analysis, and Retrieval System at [www.sec.gov/edgar](http://www.sec.gov/edgar) or on the Right Notes website at [www.rightnotes.com](http://www.rightnotes.com). No such termination or modification of the Terms or suspension or any provision in the Terms may diminish the principal of any Note or unpaid interest on any Note. Any modification that affects the rights or duties of the Trustee may be made only with the consent of the Trustee.

The Indenture shall cease to be of further effect, and the Trustee, on our demand and at our cost and expense, shall execute proper instruments acknowledging satisfaction of and discharging the Indenture if at any time we shall have terminated the Terms pursuant to its provisions, all of the Notes shall have become due and payable, we shall have deposited or caused to be deposited with the Trustee as trust funds the entire amount sufficient to pay all the outstanding Notes, including principal and interest due or to become due to such date of maturity or, if we shall have given notice for the full redemption of all outstanding Notes, the date of redemption, and we shall have paid or caused to be paid all other sums payable by us under the Indenture.

### **RIGHTS MAY NOT BE ASSIGNED, TRANSFERRED OR PLEDGED**

Except for redemptions, and except for the right to debit amounts credited in error to investment balances, there is no provision in the Terms, in the Indenture or in our arrangements with the Program Agent under which any person has or may create any lien on amounts credited to your investment balance in the Notes. You may not assign, transfer or pledge rights under the Notes, except upon redemption.

### **PLAN OF DISTRIBUTION**

In certain jurisdictions, the Notes are being offered on a continuous basis for sale by GM Financial on its own behalf directly to eligible investors. We have engaged Georgeson Securities Corporation (“GSC”) to assist us with the offering of the Notes as an accommodating broker in jurisdictions where applicable securities laws require such offerings to be made by a registered broker-dealer. GSC is not underwriting the Notes, has no obligation to purchase any Notes and is not obligated to find or qualify purchasers of the Notes. GSC has not prepared a report or opinion constituting recommendations or advice to us in connection with the Notes. In addition, GSC does not make any recommendations as to whether any investor should purchase the Notes. No commissions will be paid to GSC. We will pay GSC an annual administrative fee for its services with respect to the Notes. The Company may also from time to time designate other agents through whom Notes may be offered. Such agents shall receive no commissions but shall be reimbursed for certain expenses incurred in connection with such efforts. We reserve the right to withdraw, cancel or modify the offer

to sell Notes at any time without notice. We have the sole right to accept offers to purchase Notes and may reject, at our sole discretion, any proposed purchase of Notes in whole or in part.

### **LEGAL MATTERS**

The legality of the Notes offered hereby will be passed upon by Latham & Watkins LLP.

### **EXPERTS**

The consolidated financial statements of General Motors Financial Company, Inc. and subsidiaries at December 31, 2023 and 2022, and for each of the three years in the period ended December 31, 2023, incorporated by reference in this Prospectus and Registration Statement, have been audited by Ernst & Young LLP, an independent registered public accounting firm, as set forth in their report thereon incorporated by reference herein, and are incorporated by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

---

---

# **GENERAL MOTORS FINANCIAL COMPANY, INC.**

**Variable Denomination Floating Rate Demand Notes**

**Right Notes**

---

**PROSPECTUS**

---

**November 1, 2024**

---