

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of  
the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): October 21, 2021

**Green Dot Corporation**

(Exact Name of the Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

001-34819

(Commission File Number)

95-4766827

(IRS Employer Identification No.)

3465 E. Foothill Blvd.

Pasadena, California 91107

(Address of Principal Executive Offices)

(626) 765-2000

(Registrant's Telephone Number, Including Area Code)

Not Applicable

(Former Name or Former Address, If Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2)
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading Symbol(s):	Name of each exchange on which registered:
Class A Common Stock, \$0.001 par value	GDOT	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

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 13(a) of the Exchange Act.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On October 26, 2021, Green Dot Corporation (the “Company”) announced the appointment of George Gresham, age 54, as Chief Financial Officer and Chief Operating Officer of the Company and as a member of the board of directors of the Company (the “Board”), effective October 21, 2021.

Prior to joining Green Dot, since July 2013, Mr. Gresham served as owner and Chief Executive Officer of Granite Reef Advisers, Inc., an advisory firm focused on providing third-party assistance in acquisition target evaluation and execution. Mr. Gresham previously served on the Company’s Board of Directors from May 2016 to May 2019. Mr. Gresham also previously served on the Board of Directors and as Chairman of the Audit Committee of BluePay, Inc., a provider of technology-enabled merchant processing services, from July 2013 to November 2017. He also served on the Board of Directors and as Chairman of the Audit Committee of SterlingBackcheck, Inc. from November 2014 to June 2015; as the Chief Financial Officer and Executive Vice President of NetSpend Holdings, Inc. from May 2010 through June 2013; as Chief Financial Officer and Executive Vice President of Global Cash Access, Inc. from February 2008 to May 2010; as Chief Financial Officer, Chief Administrative Officer and Executive Vice President of eFunds Corporation from May 2002 to October 2007; and in various roles at Deloitte LLP from 1991 to 2002. Since April 2017, Mr. Gresham has served on the Board of Directors of Dama Technologies. Mr. Gresham holds a B.S. in accountancy from Northern Arizona University and an M.B.A. from the Thunderbird School of Global Management.

There are no arrangements or understandings, other than the employment agreement between the Company and Mr. Gresham described below, pursuant to which Mr. Gresham was appointed as Chief Financial Officer and Chief Operating Officer of the Company and as a member of the Board and Mr. Gresham does not have any transactions reportable under Item 404(a) of Regulation S-K.

*Employment Agreement with Mr. Gresham*

On October 21, 2021, the Company entered into an employment agreement with Mr. Gresham in connection with his appointment as Chief Financial Officer and Chief Operating Officer, effective as of October 21, 2021. The employment agreement provides for an initial term of five years, which term will be automatically renewed for one-year periods unless otherwise terminated by the Company or Mr. Gresham. Under this agreement, Mr. Gresham is entitled to: (i) an annual base salary of \$650,000 (ii) participate in the Company’s annual Executive Officer Incentive Bonus Plan, with an annual target bonus equal to 125% of base salary and a potential payout between 0% and 200% of target, which will not be less than his prorated target bonus for 2021 based on his period of service during 2021; (iii) payment of all reasonable legal fees and expenses incurred by Mr. Gresham in connection with his negotiation of the employment agreement; and (iv) indemnification as a director and officer. Beginning in 2023, Mr. Gresham will also be eligible to receive annual equity grants, at the discretion of the Compensation Committee.

In addition, pursuant to the employment agreement, the Company committed to grant Mr. Gresham an initial new hire award consisting of 300,000 stock performance-based restricted stock units that vest subject to Mr. Gresham’s continued service over three years, and also subject to the Company achieving certain stock trading prices within a three-year period (the “Stock Price PSUs”). In addition, pursuant to the employment agreement, the Company committed to grant Mr. Gresham the following initial annual equity awards: (i) performance-based restricted stock units having a grant date fair value of \$2,250,000, with 25% vesting based on the Company’s achievement of the 2022 EPS target as previously established by the Compensation Committee and the remaining 75% vesting in equal annual installments over the next three years on each December 15, in each case subject to Mr. Gresham’s continued service through each vesting date (together with the Stock Price PSUs, the “PSUs”); and (ii) time-based restricted stock units having a grant date fair value of \$750,000, which vest over three years in equal annual installments, subject to Mr. Gresham’s continued service through each vesting date (the “RSUs” and together with the PSUs, the “Awards”). The Awards were granted pursuant to the Green Dot Corporation 2010 Equity Incentive Plan (the “Stock Plan”).

In the event Mr. Gresham’s employment is terminated by the Company without “cause” or by Mr. Gresham for “good reason” (in each case, as defined in the employment agreement), Mr. Gresham will be entitled, subject to his execution and non-revocation of a release of claims, to the following: (i) prorated bonus for the year of termination, based on target performance, (ii) a lump sum payment equal to one times (or, in the event such termination of employment occurs, generally, within two years after a Corporate Transaction (as defined in the Stock Plan) one and one-half (1 ½) times) the sum of Mr. Gresham’s then-current base salary plus target annual bonus opportunity, (iii) a lump sum payment equal to one year (or, in the event such termination of employment occurs, within ninety

days before or two years after a Corporate Transaction, two years) of COBRA premium costs, and (iv) deemed satisfaction of the service vesting conditions applicable to any outstanding Awards that would have become service-vested within 12 months after such termination, calculated if such RSUs and PSUs vest monthly (or, in the event such termination of employment occurs, generally, within ninety days before or two years after a Corporate Transaction, such service-vesting for the PSUs shall be deemed satisfied in full), subject in the case of the PSUs to the achievement of applicable performance conditions within 12 months after such termination (or, in the event such termination of employment occurs, generally, within two years after a Corporate Transaction, such performance conditions applicable to the PSUs will be deemed achieved at the greater of actual or target performance).

The employment agreement also provides that, if the compensation and benefits payable under such agreement would be subject to Sections 280G and 4999 of the Internal Revenue Code, such amounts would be reduced to the extent such reduction would place Mr. Gresham in a better net after-tax position.

The foregoing description of Mr. Gresham's employment agreement is qualified in its entirety by the terms of such agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

The press release announcing Mr. Gresham's appointment as Chief Financial Officer and Chief Operating Officer is furnished as Exhibit 99.1 hereto. The information set forth in Exhibit 99.1 shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

#### Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description of Exhibits</u>
10.1*	<a href="#">Employment Agreement between George Gresham and Green Dot Corporation dated October 21, 2021.</a>
99.1	<a href="#">Press release dated October 26, 2021, announcing appointment of George Gresham as Chief Financial Officer and Chief Operating Officer</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

\* Certain portions of this document that constitute confidential information have been redacted in accordance with Regulation S-K, Item 601(b)(10).

## SIGNATURES

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

### GREEN DOT CORPORATION

By: /s/ Kristina Lockwood  
Kristina Lockwood  
General Counsel and Secretary

Date: October 26, 2021

Certain information (indicated by [\*\*\*]) has been omitted from this exhibit because it is both (i) not material and (ii) is of the type that the registrant treats as private or confidential.



October 21, 2021

**By Electronic Mail**

Mr. George Gresham

Dear George:

This letter agreement (this “**Employment Agreement**”) sets forth the terms of your employment with Green Dot Corporation (the “**Company**” or “**us**”) as the Company’s Chief Operating Officer and Chief Financial Officer (“**COO & CFO**” or “**you**”). Your service with the Company will be subject to the terms and conditions of this Employment Agreement and shall be effective as of October 21, 2021 (the “**Effective Date**”), and shall end on the fifth anniversary of the Effective Date, subject to the provisions of Section 8 below. Upon the Effective Date and during the Term of this Agreement, the Company will use its reasonable best efforts to have the Nominating and Corporate Governance Committee (the “**Nominating Committee**”) of the Company’s Board of Directors (the “**Board**”) nominate you to serve as a member of the Board and to renominate you each year that you are slated for reelection, unless or until you are not elected to the Board at any annual meeting of the Company’s stockholders.

1. **Reporting; Place of Employment.** Effective as of the Effective Date, you will report to the Chief Executive Officer of the Company and will have such duties, responsibilities and authorities as are consistent with those of a chief operating officer and chief financial officer of a company of similar size and nature as the Company. The Company is headquartered in Austin, Texas, but you will be permitted to work remotely within the United States, notwithstanding all business travel as necessary or appropriate to fulfill your responsibilities.

2. **Base Salary.** As of the Effective Date, your annual base salary (your “**Base Salary**”) will be equal to \$650,000.00 on an annualized basis, less applicable withholdings, payable in accordance with the Company’s normal payroll practices. Your Base Salary shall be eligible for consideration, on an annual basis, for increase (but not decrease) by the Board or its compensation committee (the “**Compensation Committee**”). You shall not be eligible to receive fees, further equity grants or other compensation paid to the Company’s non-employee directors for Board service.

3. **Bonus Plan Participation.** In addition to your Base Salary, you will be eligible to participate in the Company’s annual Executive Officer Incentive Bonus Plan (the “**Bonus Plan**”), under which your annual target bonus will be equal to 125% of Base Salary (your “**Target Bonus**”), which will be based upon your and the Company’s achievement of pre-established performance metrics and deliverables. Within thirty (30) days of the Effective Date, the Company will establish your individual performance metrics under the Bonus Plan for 2022. Depending on the Company’s achievement of metrics, you can earn 0 to 200% of your Target Bonus. The performance metrics and deliverables, performance-based payment ranges (both minimum and maximum) for you and similarly-ranked executives, and the actual bonus amount awarded, if any, will be determined under, and subject to all the

terms, conditions and restrictions of, the Bonus Plan, as amended from time to time, by the Board or the Compensation Committee; except (i) your bonus under the Bonus Plan for 2021 will be calculated based on Target Bonus, prorated for the number of days during 2021 that you are employed as COO & CFO under this Employment Agreement, relative to 365 days, and (ii) any annual bonus amount earned under the Bonus Plan shall be paid at such time as annual bonuses are otherwise paid under the Bonus Plan, which payment will in no event occur later than March 15 of the calendar year following the year in respect of which the bonus is earned).

#### 4. Company Equity Awards.

(a) **Inducement Award.** Subject to the approval of the Compensation Committee, on the Effective Date you will be awarded the following “new-hire” inducement grant (“**Inducement Award**”):

(i) Performance-based restricted stock units (“**Special PSUs**”) covering 300,000 shares of Company common stock. These Special PSUs will be granted in three equal tranches, with each tranche becoming vested subject to the achievement of both a service-vesting requirement and performance-vesting requirement, each as set forth in Appendix 1 hereto. These Special PSUs will otherwise be subject to the same terms and conditions as a grant of restricted stock units granted under the Company's 2010 Equity Incentive Plan (the “**Stock Plan**”), except as otherwise provided in Section 10 below.

(b) **Annual Equity Awards.** Subject to the approval of the Compensation Committee, on the Effective Date you will be awarded the following initial annual equity award (“**Initial Annual Equity Award**”):

(i) Restricted stock units covering shares of Company common stock having a total grant date value equal to \$3,000,000, of which:

(A) seventy-five percent (75%) will vest subject to (I) the Company's achievement of the 2022 EPS target, as previously established by the Compensation Committee (the “**PSUs**”) and (II) your continued employment hereunder through such date, at which time twenty-five percent (25%) of such PSUs will become immediately vested and settled, and the remaining seventy-five percent (75%) of such PSUs will become immediately vested and settled in equal annual installments on each December 15 over the next three years thereafter, subject to your continued employment hereunder through each such anniversary date; and

(B) the remaining twenty-five percent (25%) will vest in equal annual installments on each of the three anniversaries of the Effective Date (the “**RSUs**”), subject to your continued employment hereunder through each such anniversary date.

The PSUs and the RSUs will otherwise be subject to the same terms and conditions as a grant of restricted stock units granted under the Stock Plan, except as otherwise provided in Section 10 below.

(ii) Beginning in 2023, you will be eligible to receive such annual equity awards, in such forms and in such amounts, as are, in the sole discretion of the Compensation Committee (and taking into account your total target direct compensation opportunities), competitive with those annual equity awards received by other similarly situated chief operating officer and chief financial officers of companies within the Company peer group as shall be identified in the Company's annual proxy statement from time to time,

5. **Benefits.** You will be entitled to participate in the employee benefit plans maintained by the Company, which are subject to change, and available to other senior executives of the Company on applicable terms and conditions of those plans. This will include health, dental and vision coverage, plus participation in other plans currently maintained by the Company or which may become available to Company employees from time to time. You are also subject to the Company's unlimited vacation policy. In addition, the Company shall pay all reasonable legal fees and expenses that you incur in connection with the execution of this Employment Agreement and agreements referenced herein, subject to receipt of appropriate documentation of same.

6. **Indemnification and Insurance.** The Company will indemnify you with respect to activities in connection with your employment hereunder under the indemnification and insurance provision of the Company's bylaws and the Indemnity Agreement to be entered into by and between you and the Company, substantially in the form of that entered into by and between the Company and other senior executives of the Company. You will also be named as an insured on the director and officer liability insurance policy currently maintained, or as may be maintained from time to time, by the Company.

7. **No Other Benefits.** Except as expressly provided in this Employment Agreement, the Inducement Award agreement or the Stock Plan and awards granted thereunder, or expressly required under applicable law, you shall not be entitled to receive any other payment, benefit or other form of compensation as a result of your employment or the termination thereof.

8. **Term of Agreement; At-Will Employment Relationship.** You and the Company agree that you will be employed as COO & CFO under the terms of this Employment Agreement from the Effective Date until the fifth anniversary thereof (the "**Initial Term**"), which Term shall be automatically extended for one additional year on such anniversary and on each subsequent anniversary (the Initial Term, and any extension thereof, as applicable, "**Term**"), unless either party provides advance written notice of such intention not to renew at least thirty (30) days prior to the applicable anniversary terminated earlier in accordance with Sections 9 and 10 below. Notwithstanding the foregoing, your employment with the Company is "at-will." This means you may resign at any time for any reason, with or without notice (except as otherwise provided in Section 9(b)(ii) below). Likewise, the Company may terminate your employment relationship at any time, with or without cause or notice (except as otherwise provided in Section 9(b)(i) below).

9. **Termination of Employment for Cause, by You without Good Reason or Death or Disability; Definitions.**

(a) Upon termination of your employment (i) by the Company for Cause, (ii) by you for any reason other than Good Reason, or (iii) due to your death or Disability (as such term is defined under Section 409A of the Code), you shall not be entitled to payment of any then-unearned portion of the amounts provided under Sections 2 and 3 above and the vesting of your outstanding equity awards, including without limitation the Special PSUs, shall terminate and vesting shall cease.

(b) For purposes of this Agreement and Exhibit A attached to this Employment Agreement:

(i) the term “**Cause**” means any of the following: (i) your conviction of or plea of nolo contendere to a felony; (ii) an act by you which constitutes material gross misconduct in the performance of your obligations and duties hereunder; (iii) your material act of fraud against the Company or any of its affiliates; (iv) your theft or material misappropriation of property (including, without limitation, intellectual property) of the Company or its affiliates; (v) material breach by you of any confidentiality agreement with, or duties of confidentiality to, the Company or any of its affiliates that involves your wrongful disclosure of material confidential or proprietary information (including, without limitation, trade secrets or other intellectual property) of the Company or any of its affiliates, except that in the case of an event described in any of clauses (ii)-(v) above, the Company may only terminate your employment for Cause following (x) thirty (30) days advance written notice to you of the alleged “Cause” action or failure to act, (y) a ten (10) business day period to cure such action or inaction, to the extent the Company determines in good faith that such act is curable and (z) the opportunity to be heard by the Company within such thirty- or ten- day period regarding such alleged action or failure to act;

(ii) the term “**Good Reason**” means the occurrence of one of any of the following events without your written consent: (i) the material diminution in your duties, responsibilities and authorities as Chief Operating Officer and Chief Financial Officer of the Company (including, after a Corporate Transaction, (A) your ceasing to remain the Chief Operating Officer and Chief Financial Officer of the acquiring entity or (B) the acquiring entity is not a public company); (ii) the material reduction in your annual rate of Base Salary; (iii) relocation of your primary work location to a location other than your place of residence; (iv) any material breach of any material term of this Employment Agreement by the Company; or (v) the failure of the Nominating Committee to nominate you to serve as a member of the Board unless you have previously not been elected to the Board at an annual meeting of the Company’s stockholders (except that after a Corporate Transaction, Good Reason shall not be deemed to have occurred in the event you are no longer serving as a member of the Board); provided, however, that with respect to each of the foregoing, (x) you must within 30 days after you first learn of its occurrence, deliver to the Company a written notice specifying the basis for your belief that you are entitled to terminate your employment for Good Reason, (y) you must give the Company an opportunity to cure any of the foregoing within 30 days following delivery of such notice, and (z) provided that the Company has failed to cure any of the foregoing within such 30-day cure period, you must terminate your employment within 30 days following expiration of such cure period; and

(iii) the term “**Corporate Transaction**” has the meaning set forth in the Stock Plan; and

(iv) the term “**Corporate Transaction Period**” means the period beginning ninety (90) days prior to, and ending on the second anniversary of, the occurrence of a Corporate Transaction.

**10. Termination by the Company Without Cause or by You for Good Reason.** You acknowledge and agree that if, prior to the expiration of the Term, either (a) the Company terminates your employment without Cause or (b) you resign for Good Reason (the date of either of the foregoing,

the “**Termination Date**”), then this Employment Agreement will terminate and you will only be entitled to the payments and benefits set forth below.

(a) Upon the Termination Date, you will be entitled to (i) any then unpaid Base Salary set forth in Section 2 hereof and (ii) any earned bonus to which you are entitled under the terms of the Bonus Plan as set forth in Section 3 hereof for the year prior to the Termination Date that you have not yet received as of the Termination Date.

(b) Subject to your satisfaction of the Release Requirement set forth in Section 10(c) below, you shall be entitled to the following:

(i) A payment, in full satisfaction of any bonus otherwise due under Section 3 above and the Bonus Plan in respect of the year in which the Termination Date occurs, of a prorated portion of the Target Bonus, with such proration based on the number of days of your employment hereunder between January 1 of such year through the Termination Date, relative 365 days;

(ii) A payment equal to the Base Salary (or if such termination occurs during a Corporate Transaction Period, a payment equal to 1.5 times the Base Salary);

(iii) A payment equal to the Target Bonus (or if such termination occurs during a Corporate Transaction Period, a payment equal to 1.5 times the Target Bonus);

(iv) Subject to your timely election of COBRA benefits, a payment equal to the product of (x) the monthly COBRA premium cost payable by you for group health insurance benefits at such time, and (y) twelve (12) months (or if such termination occurs during a Corporate Transaction Period, twenty-four (24) months); and

(v) The following equity award benefits with respect to the Inducement Award and Initial Annual Equity Award: (A) acceleration of the service vesting of then outstanding Special PSUs (if any) that otherwise would have become service-vested over the twelve (12) months following the Termination Date, with any such Special PSUs continuing to be eligible to become vested subject to achievement of any applicable Stock Price Hurdles prior to the first anniversary of such Termination Date, (B) subject to any then outstanding PSUs becoming vested based on achievement of the 2022 EPS target, acceleration of the service vesting of such PSUs that otherwise would have become service-vested over the twelve (12) months following the Termination Date (calculated as if such PSUs vest on a monthly basis), and (C) acceleration of the service vesting of then outstanding RSUs (if any) that otherwise would have become service-vested over the twelve (12) months following the Termination Date (calculated as if such RSUs vest on a monthly basis). Notwithstanding the foregoing, if such termination of employment occurs during a Corporate Transaction Period: (y) on the Corporate Transaction, if the performance target applicable to the PSUs has not yet been achieved, such PSUs shall become vested based on the greater of target or actual performance (as the same shall be determined as of immediately prior to the Corporate Transaction), and (z) on the later of the Termination Date or the Corporate Transaction, the service-vesting of any then outstanding Special PSUs, PSUs and RSUs shall be fully and immediately accelerated.

(c) As a condition to receiving the payments and benefits that are provided for in this Section 10(b) above, you must execute a written release, in substantially the form attached hereto as Exhibit A (the “**Release**”), which must become effective no later than the 60th day following the date of

your Termination Date, and if not, you will forfeit any right to payments or benefits under this Employment Agreement. To become effective, the Release must be executed by you and any revocation periods (as required by statute, regulation, or otherwise) must have expired without you having revoked the Release. In addition, in no event will any payments or benefits be paid or provided until the Release actually becomes effective and you may not execute the Release prior to the Termination Date. Subject to the foregoing and Section 18, all payments referenced in Section 10(b)(i), (ii) and (iii) and any Special PSUs, PSUs and RSUs that vest pursuant to 10(b)(v) shall be paid in a lump sum or settled on the eighth (8<sup>th</sup>) day following your Termination Date or the date the Release becomes effective, whichever is later; provided however, that no Special PSUs or PSUs that accelerate due to a qualifying termination that occurs outside of the Corporate Transaction Period will be settled until the Compensation Committee certifies the achievement of the applicable performance targets, and provided further, that all such payments and Special PSUs, PSUs and RSUs shall be paid or settled no later than March 15 of the calendar year following your Termination Date.

**11. Confidential Information and Other Company Policies.** You will be bound by and comply fully with the Company's insider trading policy, code of conduct, and any other policies and programs adopted by the Company regulating the behavior of its employees, as such policies and programs may be amended from time to time. In addition, you acknowledge and agree that you will execute and be bound by the Company's Employee Inventions and Confidentiality Agreement (the "*Employee Inventions and Confidentiality Agreement*") in the form attached hereto as Exhibit B.

**12. Conflicts of Interest.** During the term of your employment with the Company, you will be expected to devote your full working time and attention to the business of the Company, and you will not render services to any other business without the prior approval of the Company; provided that you shall be permitted to serve on the board of directors of one (1) publicly traded company and one (1) private company, so long as such service does not otherwise violate the requirements set forth in this sentence and the remainder of this Section 12. You must not engage in any work, paid or unpaid, that creates an actual conflict of interest with the Company. Such work shall include, but is not limited to, directly or indirectly competing with the Company in any way, or acting as an officer, director, employee, consultant, stockholder, volunteer, lender, or agent of any business enterprise of the same nature as, or which is in direct competition with, the business in which the Company is now engaged or in which the Company becomes engaged during the term of your employment with the Company, as may be determined by the Company in its sole discretion. If the Company believes such a conflict exists during the term of this Employment Agreement, the Company may ask you to choose to discontinue the other work or resign employment with the Company, which resignation shall be treated as a resignation without Good Reason for all purposes.

**13. Withholding.** All sums payable to you hereunder will be reduced by all applicable federal, state, local and other withholding and similar taxes and payments required by applicable law.

**14. Severability.** If any term, covenant, condition or provision of this Employment Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be determined invalid or unenforceable, the remaining provisions of this Employment Agreement shall not be affected thereby and shall be deemed valid and fully enforceable to the extent permitted by law.

**15. Successors; Assignment.** The rights and obligations of the Company under this Employment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Company. Your rights and obligations hereunder are non-assignable. The Company may assign its

rights and obligations to any entity in which the Company or an entity affiliated with the Company, has a majority ownership interest.

**16. Notices.** Notices and all other communications contemplated by this Employment Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. Notices or other communication directed to you shall be addressed to your home address most recently communicated to the Company in writing. Notices or other communication directed to the Company shall be addressed to the Company's corporate headquarters and directed to the attention of the Company's Chief Executive Officer and the Company's General Counsel.

**17. Entire Agreement.** This Employment Agreement, the Inducement Award agreement and other agreements governing your Company equity awards, the Indemnity Agreement and the Employee Inventions and Confidentiality Agreement set forth the terms of your employment with the Company and supersede any prior representations or agreements, whether written or oral. This Employment Agreement may not be modified or amended except by a written agreement signed by you and the Company.

**18. Section 280G Parachute Payments.** In the event that the severance and other benefits provided for in this Employment Agreement or otherwise payable or provided to you constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code, (the "**Code**") then, unless the Company and you otherwise agree in writing, the determination of your excise tax liability and the amount required to be paid shall be made in writing by an accountant chosen by the Company, which shall be from one of the six largest national accounting firms (an "**Accountant**"). For purposes of its calculations, the Accountant may make reasonable assumptions and approximations concerning applicable taxes and may rely on interpretations of the Code for which there is a "substantial authority" tax reporting position. The Company and you shall furnish to the Accountant such information and documents as the Accountant may reasonably request in order to make its determinations. The Company shall bear all costs the Accountant may reasonably incur in connection with any calculations contemplated hereunder. The Accountants shall provide their calculations, together with detailed supporting documentation, to the Company and you within thirty (30) calendar days after the date on which the Accountants have been engaged to make such determinations or such other time as requested by the Company or you. Any good faith determinations of the Accountants made hereunder shall be final, binding and conclusive upon the Company and you. In the event the Company's securities are Tradable, if any parachute payments will be subject to the excise taxes under Section 4999 of the Code, then the parachute payments will be payable to you either in full or in such lesser amounts as would result, after taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, on your receipt on an after-tax basis of the greatest amount of payments and other benefits, by reducing payments in the following order: first a pro rata reduction of (i) cash payments subject to Section 409A of the Code as deferred compensation and (ii) cash payments not subject to Section 409A of the Code, and second a pro rata cancellation of (i) equity award compensation subject to Section 409A of the Code as deferred compensation and (ii) equity award compensation not subject to Section 409A of the Code. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant. "**Tradable**" means "readily tradable on an established securities market or otherwise," as described in Section 1.280G-1, Q/A-6 of the Treasury Regulations under Section 280G of the Code. For the avoidance of doubt, all excise tax liabilities under Section 4999 of the Code shall remain your sole responsibility and you shall not be entitled to any excise tax gross-up.

**19. Section 409A.** To the extent (a) any payments to which you become entitled under this Employment Agreement, or any agreement or plan referenced herein constitute deferred compensation subject to Section 409A of the Code and (b) you are deemed at the time of such termination of employment to be a “specified” employee under Section 409A of the Code, then such payment or payments will not be made or commence until the earlier of (i) the expiration of the six (6)-month period measured from the date of your Separation and (ii) the date of your death following such separation from service; provided, however, that such deferral will be effected only to the extent required to avoid adverse tax treatment to you, including (without limitation) the additional twenty percent (20%) tax for which you would otherwise be liable under Section 409A(a)(1)(B) of the Code in the absence of such deferral. Upon the expiration of the applicable deferral period, any payments which would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this paragraph will be paid to you or your beneficiary in one lump sum (without interest). No severance benefits to be paid or provided to you will be paid or otherwise provided until you have a “separation from service” within the meaning of Section 409A of the Code. For purposes of this Employment Agreement, any reference to “termination,” “terminate,” “resign,” “resignation” or any similar term shall be construed to mean a “separation from service” within the meaning of Section 409A of the Code. To the extent required for compliance with Section 409A of the Code, in no event will a Corporate Transaction be deemed to have occurred if such transaction is not also a “change in the ownership or effective control of” the Company or “a change in the ownership of a substantial portion of the assets of” the Company as determined under Treasury Regulations Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder). For the avoidance of doubt, to the extent that any reimbursements payable pursuant to this letter are subject to the provisions of Section 409A of the Internal Revenue Code, any such reimbursements payable pursuant to this letter shall be paid no later than December 31 of the year following the year in which the expense was incurred, the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, and the right to reimbursement under this agreement will not be subject to liquidation or exchange for another benefit. To the extent that any provision of this Employment Agreement is ambiguous as to its exemption or compliance with Section 409A, the provision will be read in such a manner so that all payments hereunder are exempt from Section 409A to the maximum permissible extent, and for any payments where such construction is not tenable, that those payments comply with Section 409A to the maximum permissible extent. To the extent any payment under this Employment Agreement may be classified as a “short-term deferral” within the meaning of Section 409A, such payment will be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this Employment Agreement (or referenced in this Employment Agreement) are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the regulations under Section 409A. Notwithstanding the foregoing, in the event the Company determines that any compensation or benefits payable under this Employment Agreement may be subject to Section 409A, the Company will work in good faith with you to adopt such amendments to this Employment Agreement, or to adopt such policies and procedures or take such other actions that the Company determines are necessary or appropriate, to avoid the imposition of taxes under Section 409A.

**20. Choice of Law.** This Employment Agreement is made and entered into in the State of Texas, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of Texas (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply).

**21. Arbitration and Class Action Waiver.** To the extent permitted by applicable law, you and the Company agree to submit to mandatory binding arbitration any and all claims arising out of or related to your employment with the Company and the termination thereof, including, but not limited to,

claims for unpaid wages, wrongful termination, torts, stock or stock options or other ownership interest in the Company, and/or discrimination (including harassment) based upon any federal, state or local ordinance, statute, regulation or constitutional provision, except that each party may, at its, his or her option, seek injunctive relief in court related to the improper use, disclosure or misappropriation of a party's private, proprietary, confidential or trade secret information (collectively, "**Arbitrable Claims**"). Further, to the fullest extent permitted by law, you and the Company agree that no class or collective actions can be asserted in arbitration or otherwise. All claims, whether in arbitration or otherwise, must be brought solely in your or the Company's individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding.

SUBJECT TO THE ABOVE PROVISIO, THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS. THE PARTIES FURTHER WAIVE ANY RIGHTS THEY MAY HAVE TO PURSUE OR PARTICIPATE IN A CLASS OR COLLECTIVE ACTION PERTAINING TO ANY ARBITRABLE CLAIMS BETWEEN YOU AND THE COMPANY.

This Employment Agreement does not restrict your right to file administrative claims you may bring before any government agency where, as a matter of law, the parties may not restrict your ability to file such claims (including, but not limited to, the National Labor Relations Board, the Equal Employment Opportunity Commission and the Department of Labor). However, the parties agree that, to the fullest extent permitted by law, arbitration shall be the exclusive remedy for the subject matter of such administrative claims. The arbitration shall be conducted in Austin, Texas through JAMS before a single neutral arbitrator, in accordance with the JAMS employment arbitration rules then in effect. The JAMS rules may be found and reviewed at <http://www.jamsadr.com/rules-employment-arbitration>. If you are unable to access these rules, please let the Company know and the Company will provide you with a hardcopy. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. In the event of arbitration relating to this Employment Agreement or your service with the Company, each of you and the Company will bear its own costs, including, without limitation, attorneys' fees.

22. **Counterparts.** This Employment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

**[Remainder of page intentionally blank.]**

**Appendix I**

The Special PSUs will become vested subject to the following requirements:

- (a) **Performance-vesting requirement:** The Special PSUs shall satisfy the performance-vesting requirement to the extent that the Company's closing stock price over any twenty (20) consecutive trading day period occurring prior to the third anniversary of the Effective Date is equal to or exceeds the applicable Stock Price Hurdle, during which the applicable Stock Price Hurdle of each such tranche is achieved, as follows:

<b>Tranche</b>	<b>Stock Price Hurdle</b>
Tranche 1: 33 1/3% of Special PSUs	\$[***]
Tranche 2: 33 1/3% of Special PSUs	\$[***]
Tranche 3: 33 1/3% of Special PSUs	\$[***]

- (b) **Service-vesting requirement:** The Special PSUs shall satisfy the performance-vesting requirement to the extent you remain employed with the Company as COO & CFO or are otherwise engaged as a service provider (within the meaning of Section 409A of the Code) to the Company through each of the applicable dates, as follows: (i) the first one-third (33%) of each Tranche of the Special PSUs shall become service-vested upon the first anniversary of the Effective Date and (ii) the remaining two-thirds (66%) of each Tranche of the Special PSUs shall become service-vested in twenty-four (24) equal installments at the end of each calendar month occurring after such first anniversary.

**[SIGNATURE PAGE TO EMPLOYMENT AGREEMENT FOLLOWS]**

To indicate your acceptance of this Employment Agreement, please sign and date this Employment Agreement in the space provided below and return it via scanned email to me, and retain a copy of your original signature.

Sincerely,

/s/ Dan Henry

Dan Henry  
President and Chief Executive Officer

ACCEPTANCE:

I have read the foregoing Employment Agreement and agree with the terms and conditions as set forth herein.

SIGNATURE: /s/ George Gresham  
George Gresham

DATE: 10/21/2021

[SIGNATURE PAGE TO EMPLOYMENT AGREEMENT]

## Exhibit A

### GENERAL RELEASE OF CLAIMS

This General Release of Claims (the “**Release**”) is entered into as of [\_\_\_\_], by and between George Gresham (“**you**”) and Green Dot Corporation (the “**Company**”), collectively referred to herein as the “**Parties**”. Capitalized terms used herein, but not defined herein, will have the meanings ascribed to them in the Employment Agreement that you entered into with the Company dated October 21, 2021 (the “**Employment Agreement**”).

WHEREAS, you have been providing services to the Company as its Chief Operating Officer and Chief Financial Officer pursuant to your Employment Agreement;

WHEREAS, the Company wishes to receive from you a general release of all claims against the Company in consideration for you receiving the termination benefits set forth in the Employment Agreement;

WHEREAS, the Parties, and each of them, wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions and demands that you may have against the Company as defined herein, including, but not limited to, any and all claims arising or in any way related to your employment or service with, or separation from, as applicable, the Company, and you and the Company desire to embody in this Release the terms, conditions and benefits to be provided in connection with your termination of employment or service with the Company;

NOW THEREFORE, in consideration of the promises made herein, the Parties hereby agree as follows:

#### A. Termination

1. Termination Date. Your last day of employment with the Company was [\_\_\_\_] (the “**Termination Date**”). The Company will pay to you all accrued but unpaid wages earned through the Termination Date, less all applicable withholdings and required deductions, on the Termination Date, regardless of whether you sign this Release.

2. Consideration for Release. Subject to your compliance with the terms and conditions of this Release, and provided you deliver to the Company this signed Release, do not revoke this Release and satisfy all conditions to make this Release effective, the Company will provide you with the payments and benefits set forth in the Employment Agreement as compensation for this Release.

3. Employee Inventions and Confidentiality Agreement. You acknowledge and agree that you continue to be bound by the Employee Invention Assignment and Confidentiality Agreement previously entered into by and between you and the Company.

#### B. Release

In consideration of the payments and benefits to be provided to you by the Company under the Employment Agreement, and in connection with your termination of employment under Section 10 of the Employment Agreement, by your signature below you agree to the following general release:

1. On behalf of yourself, your heirs, executors, administrators, successors, and assigns, you hereby fully and forever generally release and discharge the Company, its current, former and future parents, subsidiaries, affiliated companies, related entities, employee benefit plans, and their fiduciaries, predecessors, successors, officers, directors, shareholders, agents, employees and assigns (collectively, for purposes of this Section B, the “**Company**”) from and against any and all actions, causes of action, controversies, debts, demands, injuries, harms, losses, damages, judgments, costs, expenses (including attorney’s fees), interests, enforcements, liabilities, and claims of any type, nature, or description whatsoever, including without limitation, whether or not previously asserted in any judicial or other proceeding, whether known or unknown, whether liquidated or unliquidated, whether matured or unmatured, whether actual or contingent, whether reported or unreported, whether sounding in contract, tort, statute, or common law, whether arising at law, in equity, or otherwise, accruing on, prior to, or through the date of your execution of this Release (the “**Released Claims**”). On behalf of yourself, your heirs, executors, administrators, successors, and assigns, you knowingly and voluntarily assume the risk that you may hereafter discover facts different from or in addition to those now known or believed to be true, and you expressly agree that this release shall be and remain effective and fully enforceable regardless of the discovery of such different or additional facts. On behalf of yourself, your heirs, executors, administrators, successors, and assigns, you agree, and hereby promise and covenant, not to bring any suit, claim, demand, action, cause of action, enforcement, or other proceeding against the Company pertaining to or relating in any way, directly or indirectly, to any Released Claims. This release shall not apply to the Parties’ obligations set forth in this Agreement. Without limiting the foregoing, the claims subject to this Release include, but are not limited to, those relating to your employment with the Company and/or any predecessor to the Company and the termination of such employment. All such claims (including related attorneys’ fees and costs) are barred without regard to whether those claims are based on any alleged breach of a duty arising in statute, contract, or tort. This expressly includes waiver and release of any rights and claims arising under any and all laws, rules, regulations, and ordinances, including, but not limited to: Title VII of the Civil Rights Act of 1964; the Older Workers Benefit Protection Act; the Americans With Disabilities Act; the Age Discrimination in Employment Act; the Fair Labor Standards Act; the National Labor Relations Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”); the Workers Adjustment and Retraining Notification Act; the Equal Pay Act of 1963; Chapter 21 of the Texas Labor Code; Chapter 61 of the Texas Labor Code; and any similar law of any other state or governmental entity.

This Release does not extend to, and has no effect upon, (i) any benefits that have accrued, and to which you have become vested or otherwise entitled to, under any employee benefit plan, program or policy sponsored or maintained by the Company, (ii) any rights under the Employment Agreement, or (iii) your right to indemnification by the Company, and continued coverage by the Company’s director’s and officer’s liability insurance policy, which will, in each case, in all events continue to be at the same level as applicable to active officers and directors of the Company to any claim that arises after the date of this Release or to any right you may have to obtain contribution as permitted by law in the event of entry of judgment against you as a result of any act or failure to act for which the Company, or any of its subsidiaries or affiliates, and you are held jointly liable.

2. THE PARTIES EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVE ANY CLAIM OF FRAUD, FRAUDULENT INDUCEMENT, FRAUDULENT CONCEALMENT, FRAUD BY NONDISCLOSURE, STATUTORY FRAUD, OR COMMON-LAW FRAUD IN EXECUTING THIS AGREEMENT. THE PARTIES EXPRESSLY, KNOWINGLY, AND VOLUNTARILY DISCLAIM ANY RELIANCE ON ANY PROMISE, REPRESENTATION, STATEMENT, UNDERSTANDING, EXPECTATION, OR INDUCEMENT, WHETHER ORAL OR WRITTEN, BY ANY OTHER PARTY OR ITS REPRESENTATIVE, IN WAIVING SUCH CLAIMS. THE PARTIES

ALSO ACKNOWLEDGE AND STIPULATE THAT IN EXECUTING THIS AGREEMENT THEY ARE NOT RELYING ON ANY REPRESENTATION BY ANY OTHER PARTY OR ITS/HIS AGENTS, REPRESENTATIVES OR ATTORNEYS WITH REGARD TO (1) FACTS UNDERLYING THE RELEASE, (2) THE SUBJECT MATTER OR EFFECT OF THIS AGREEMENT, OR (3) ANY OTHER FACTS OR ISSUES WHICH MIGHT BE DEEMED MATERIAL TO THE DECISION TO ENTER INTO THIS AGREEMENT, OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

3. In understanding the terms of the Release and your rights, you have been advised to consult with an attorney of your choice prior to executing the Release. You understand that nothing in the Release will prohibit you from exercising legal rights that are, as a matter of law, not subject to waiver such as: (a) your rights under applicable workers' compensation laws; (b) your right, if any, to seek unemployment benefits; (c) your right to indemnity under any applicable state-law right to indemnity; and (d) your right to file a charge or complaint with a government agency such as but not limited to the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Labor, the Texas Workforce Commission – Civil Rights Division, or other applicable governmental agency. Additionally, nothing in this Release precludes you from filing a claim or participating in any investigation or proceeding before any federal or state agency or governmental body. However, while you may file a claim or participate in any such proceeding, by signing this Release, you waive any right to bring a lawsuit against the Released Parties, and waive any right to any individual monetary recovery in any such proceeding or lawsuit; provided, however, nothing in this Release is intended to impede your ability to receive a monetary award from a government administered whistleblower-award program. Moreover, you will continue to be indemnified for your actions taken while employed by the Company to the same extent as other then-current or former directors and officers of the Company under the Company's Certificate of Incorporation and Bylaws and any director or officer indemnification agreement between you and the Company, if any, and you will continue to be covered by the Company's director's and officer's liability insurance policy as in effect from time to time to the same extent as other then-current or former directors and officers of the Company, each subject to the requirements of the laws of the State of Delaware and/or State of Texas, as applicable.

4. You understand and agree that the Company will not provide you with the payments and benefits under the Employment Agreement unless you execute the Release. You also understand that you have received or will receive, regardless of the execution of the Release, all wages owed to you together with any accrued but unused vacation pay, less applicable withholdings and deductions, earned through your termination date.

5. As part of your existing and continuing obligations to the Company, you have returned to the Company all Company documents (and all copies thereof) and other Company property that you have had in your possession at any time, including but not limited to the Company's files, notes, drawings, records, business plans and forecasts, financial information, specification, computer-recorded information, tangible property (including, but not limited to, computers, laptops, pagers, etc.), credit cards, entry cards, identification badges and keys; and any materials of any kind which contain or embody any proprietary or confidential information of the Company (and all reproductions thereof). You understand that, even if you did not sign the Release, you are still bound by any and all confidential/proprietary/trade secret information, non-disclosure and inventions assignment agreement(s) signed by you in connection with your employment with the Company, or with a predecessor or successor of the Company pursuant to the terms of such agreement(s). Notwithstanding the foregoing, you may retain during the Consulting Period, any company-provided cell phone or laptop in order to provide services to the Company, but you agree to return such cell phone and laptop computer upon the termination or

completion of the Consulting Period. In addition, the Company reserves the right to review and erase any company confidential information that may be contained on the Company-provided cell phone and laptop computer.

6. You represent and warrant that you are the sole owner of all claims relating to your employment with the Company and/or with any predecessor of the Company, and that you have not assigned or transferred any claims relating to your employment to any other person or entity.

7. You agree to keep the payments and benefits provided hereunder and the provisions of this Release confidential and not to reveal its contents to anyone except your lawyer, your spouse or other immediate family member, and/or your financial consultant, or as required by legal process or applicable law (except to the extent this Release or the payments and benefits provided under the Employment Agreement, as applicable, have been made public other than by you in violation of this Release).

8. You understand and agree that the Release will not be construed at any time as an admission of liability or wrongdoing by either the Company or yourself.

9. You agree that you will not make any negative or disparaging statements or comments, either as fact or as opinion, about the Company, its employees, officers, directors, shareholders, vendors, products or services, business, technologies, market position or performance. The Company (including its subsidiaries and affiliates) will not make, and agrees to use its best efforts to cause the officers, directors, employees and spokespersons of the Company to refrain from making, any negative or disparaging statements or comments, either as fact or as opinion, about you (or authorizing any statements or comments to be reported as being attributed to the Company). Nothing in this paragraph will prohibit you or the Company from providing truthful information in response to a subpoena or other legal process.

10. You agree that you have had at least twenty-one (21) calendar days in which to consider whether to execute the Release, no one hurried you into executing the Release during that period, and no one coerced you into executing the Release. You understand that the offer of the payments and benefits hereunder and the Release will expire on the twenty-second (22nd) calendar day after your employment termination date if you have not accepted it by that time. You further understand that the Company's obligations under the Release will not become effective or enforceable until the eighth (8th) calendar day after the date you sign the Release provided that you have timely delivered it to Company (the "**Effective Date**") and that in the seven (7) day period following the date you deliver a signed copy of the Release to Company you understand that you may revoke your acceptance of the Release. You understand that the payments and benefits under the Employment Agreement will become available to you at such time after the Effective Date.

11. In executing the Release, you acknowledge that you have not relied upon any statement made by the Company, or any of its representatives or employees, with regard to the Release unless the representation is specifically included herein. Furthermore, the Release contains our entire understanding regarding eligibility for payments and benefits and supersedes any or all prior representation and agreement regarding the subject matter of the Release. However, the Release does not modify, amend or supersede written Company agreements that are consistent with enforceable provisions of this Release such as your proprietary information and invention assignment agreement, and any stock, stock option and/or stock purchase agreements between the Company and you. Once effective and enforceable, this Release can only be changed by another written agreement signed by you and an authorized representative of the Company.

C. **Miscellaneous**

1. **Severability.** If any term, covenant, condition or provision of this Release or the application thereof to any person or circumstance will, at any time, or to any extent, be determined invalid or unenforceable, the remaining provisions of this Release will not be affected thereby and will be deemed valid and fully enforceable to the extent permitted by law.

2. **Successors; Assignment.** The rights and obligations of the Company under this Release will inure to the benefit of and be binding upon the successors and assigns of the Company. Your rights and obligations hereunder are non-assignable. The Company may assign its rights and obligations to any entity in which the Company or an entity affiliated with the Company, has a majority ownership interest.

3. **Choice of Law.** This Release is made and entered into in the State of Texas, and will in all respects be interpreted, enforced and governed by and under the laws of the State of Texas (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply).

4. **Counterparts.** This Release may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**[SIGNATURE PAGE TO GENERAL RELEASE OF CLAIMS FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Release on the respective dates set forth below.

Green Dot Corporation

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

DATE: \_\_\_\_\_

By: \_\_\_\_\_

George Gresham

**[SIGNATURE PAGE TO GENERAL RELEASE OF CLAIMS]**

## **Green Dot Names George Gresham Chief Finance and Operating Officer**

PASADENA, CA – October 26, 2021 – Green Dot Corporation (NYSE: GDOT), the digital bank and fintech powering people and businesses with seamless banking and payment solutions, announced that George Gresham has joined the company as Chief Finance and Operating Officer, and member of the Board of Directors. A veteran finance executive with deep experience in payments and fintech, Gresham previously served on the Boards of Directors of both Green Dot Corp. and Green Dot Bank from 2016 to 2019, and was Chief Financial Officer at NetSpend Holdings from 2010 to 2013.

“George’s experience and success leading financial strategies and operations for global fintech and payment companies are unparalleled, and we’re thrilled to welcome him to the team,” said Dan Henry, president and CEO of Green Dot. “George will play a critical role in our path to becoming a leaner, stronger, more growth-minded fintech and digital bank.”

Prior to his executive roles at NetSpend and Green Dot, Gresham served as Chief Financial Officer and Executive Vice President at Global Cash Access (GCA Holdings, Inc.) a multinational, publicly traded payments company specializing in merchant payment processing solutions in the gaming industry, from 2008 to 2010. Before NetSpend, Gresham served as Chief Financial Officer and Chief Administrative Officer at EFD (eFunds Corporation, which ultimately sold to FIS) from 2002 through 2007. He also served on the Board of EML Payments, a multi-national provider of GPR, gift, payroll and other payment solutions, from April 2020 to August 2021.

“It’s not every day that you get an opportunity to join a world-class team delivering innovative, market leading financial solutions to people who need them,” Gresham said. “Green Dot has an unrivaled set of capabilities and tremendous potential for further growth and success, and I am humbled to join Dan and the talented team he has put together to see that through.”

Gresham is the founder and CEO of Granite Reef Advisors, a professional advisory firm focused on providing third-party assistance in acquisition target evaluation and execution, which he has operated since 2013. A graduate of Northern Arizona University with a Bachelor of Science in Accountancy, Gresham received his MBA at the Thunderbird School of Global Management in 2006.

### **About Green Dot**

Green Dot Corporation (NYSE: GDOT) is a financial technology and registered bank holding company committed to delivering trusted, best-in-class money management and payment solutions to customers and partners, seamlessly connecting people to their money. Green Dot’s technology platform enables it to build products and features that address the most pressing financial challenges of consumers and businesses, transforming the way they manage and move money and making financial empowerment more accessible for all.

Green Dot offers a broad set of financial services to consumers and businesses including debit, checking, credit, prepaid, and payroll cards, as well as robust money processing services, tax refunds, cash deposits and disbursements. Its flagship digital banking platform GO2bank offers consumers simple and accessible mobile banking designed to help improve financial health over time. The company’s banking platform services business enables a growing list of the world’s largest and most trusted consumer and technology brands to deploy customized, seamless, value-driven money management solutions for their customers.

Founded in 1999, Green Dot has served more than 33 million customers directly and many millions more through its partners. The Green Dot Network of more than 90,000 retail distribution locations nationwide, more than all remaining bank branches in the U.S. combined, enables it to operate primarily as a “branchless

bank.” Green Dot Bank is a subsidiary of Green Dot Corporation and member of the FDIC<sup>1</sup>. For more information about Green Dot’s products and services, please visit [www.greendot.com](http://www.greendot.com).

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<sup>1</sup> Green Dot Bank also operates under the following registered trade names: GO2Bank, GoBank and Bonneville Bank. All of these registered trade names are used by, and refer to, a single FDIC-insured bank, Green Dot Bank. Deposits under any of these trade names are deposits with Green Dot Bank and are aggregated for deposit insurance coverage up to the allowable limits.