
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended September 30, 2016
OR
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _____ to _____
Commission file number 001-34819
-

GREEN DOT CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

95-4766827
(IRS Employer Identification No.)

**3465 E. Foothill Blvd.
Pasadena, California 91107**
(Address of principal executive offices, including zip code)

(626) 765-2000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

There were 50,192,889 shares of Class A common stock outstanding, par value \$.001 per share as of October 31, 2016.

**GREEN DOT CORPORATION
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PART I

ITEM 1. Financial Statements

GREEN DOT CORPORATION
CONSOLIDATED BALANCE SHEETS

	September 30, 2016	December 31, 2015
	(unaudited)	
	(In thousands, except par value)	
Assets		
Current assets:		
Unrestricted cash and cash equivalents	\$ 597,532	\$ 772,128
Federal funds sold	—	1
Restricted cash	40,137	5,793
Investment securities available-for-sale, at fair value	39,352	49,106
Settlement assets	84,918	69,165
Accounts receivable, net	24,879	42,153
Prepaid expenses and other assets	27,800	30,511
Income tax receivable	8,955	6,434
Total current assets	823,573	975,291
Investment securities, available-for-sale, at fair value	180,624	132,433
Loans to bank customers, net of allowance for loan losses of \$272 and \$426 as of September 30, 2016 and December 31, 2015, respectively	5,697	6,279
Prepaid expenses and other assets	11,358	6,416
Property and equipment, net	81,615	78,877
Deferred expenses	6,210	14,509
Net deferred tax assets	3,471	3,864
Goodwill and intangible assets	456,796	473,779
Total assets	\$ 1,569,344	\$ 1,691,448
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 15,457	\$ 37,186
Deposits	592,975	652,145
Obligations to customers	42,280	61,300
Settlement obligations	3,866	5,074
Amounts due to card issuing banks for overdrawn accounts	1,618	1,067
Other accrued liabilities	96,513	87,635
Deferred revenue	10,421	22,901
Note payable	20,966	20,966
Total current liabilities	784,096	888,274
Other accrued liabilities	24,744	37,894
Note payable	84,961	100,686
Net deferred tax liabilities	1,086	1,272
Total liabilities	894,887	1,028,126
Commitments and contingencies (Note 15)		
Stockholders' equity:		
Convertible Series A preferred stock, \$0.001 par value (as converted): 10 shares authorized as of September 30, 2016 and December 31, 2015; 0 and 2 shares issued and outstanding as of September 30, 2016 and December 31, 2015, respectively	—	2
Class A common stock, \$0.001 par value: 100,000 shares authorized as of September 30, 2016 and December 31, 2015; 50,380 and 50,502 shares issued and outstanding as of September 30, 2016 and December 31, 2015, respectively	50	51
Additional paid-in capital	346,951	379,376
Retained earnings	327,053	284,108
Accumulated other comprehensive income (loss)	403	(215)
Total stockholders' equity	674,457	663,322
Total liabilities and stockholders' equity	\$ 1,569,344	\$ 1,691,448

See notes to unaudited consolidated financial statements

GREEN DOT CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
	(In thousands, except per share data)			
Operating revenues:				
Card revenues and other fees	\$ 79,056	\$ 71,870	\$ 255,484	\$ 242,904
Processing and settlement service revenues	29,898	28,470	152,801	155,007
Interchange revenues	45,540	46,020	147,721	148,381
Stock-based retailer incentive compensation	—	—	—	(2,520)
Total operating revenues	154,494	146,360	556,006	543,772
Operating expenses:				
Sales and marketing expenses	56,668	52,873	183,609	169,997
Compensation and benefits expenses	37,900	40,555	122,079	123,370
Processing expenses	25,703	20,496	80,760	78,216
Other general and administrative expenses	34,740	34,142	102,720	101,081
Total operating expenses	155,011	148,066	489,168	472,664
Operating (loss) income	(517)	(1,706)	66,838	71,108
Interest income	1,637	1,128	5,471	3,624
Interest expense	(1,430)	(1,465)	(7,619)	(4,510)
(Loss) income before income taxes	(310)	(2,043)	64,690	70,222
Income tax (benefit) expense	(2,347)	(2,222)	21,745	25,734
Net income	2,037	179	42,945	44,488
Income attributable to preferred stock	(35)	(5)	(1,102)	(1,269)
Net income available to common stockholders	\$ 2,002	\$ 174	\$ 41,843	\$ 43,219
Basic earnings per common share:				
	\$ 0.04	\$ —	\$ 0.85	\$ 0.84
Diluted earnings per common share:				
	\$ 0.04	\$ —	\$ 0.83	\$ 0.83
Basic weighted-average common shares issued and outstanding:	49,439	51,576	49,258	51,612
Diluted weighted-average common shares issued and outstanding:	50,709	52,361	50,510	52,161

See notes to unaudited consolidated financial statements

GREEN DOT CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(UNAUDITED)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
	(In thousands)			
Net income	\$ 2,037	\$ 179	\$ 42,945	\$ 44,488
Other comprehensive income				
Unrealized holding gains (losses), net of tax	(56)	315	618	37
Comprehensive income	<u>\$ 1,981</u>	<u>\$ 494</u>	<u>\$ 43,563</u>	<u>\$ 44,525</u>

See notes to unaudited consolidated financial statements

GREEN DOT CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	Nine Months Ended September 30,	
	2016	2015
	(In thousands)	
Operating activities		
Net income	\$ 42,945	\$ 44,488
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization of property and equipment	30,794	28,061
Amortization of intangible assets	17,272	17,124
Provision for uncollectible overdrawn accounts	58,694	46,480
Provision for uncollectible trade receivables	1,520	—
Employee stock-based compensation	20,941	19,076
Stock-based retailer incentive compensation	—	2,520
Amortization of premium on available-for-sale investment securities	1,000	821
Change in fair value of contingent consideration	(5,500)	(7,516)
Amortization of deferred financing costs	1,151	1,151
Impairment of capitalized software	137	5,739
Deferred income tax expense	(389)	29
Changes in operating assets and liabilities:		
Accounts receivable, net	(43,267)	(17,263)
Prepaid expenses and other assets	(1,699)	(11,317)
Deferred expenses	8,299	11,347
Accounts payable and other accrued liabilities	(17,609)	(29,030)
Amounts due to card issuing banks for overdrawn accounts	551	(244)
Deferred revenue	(12,555)	(14,293)
Income tax receivable/payable	(2,463)	16,670
Other, net	318	(94)
Net cash provided by operating activities	<u>100,140</u>	<u>113,749</u>
Investing activities		
Purchases of available-for-sale investment securities	(123,447)	(175,857)
Proceeds from maturities of available-for-sale securities	83,031	57,309
Proceeds from sales of available-for-sale securities	1,322	24,289
Increase in restricted cash	(34,344)	(918)
Payments for acquisition of property and equipment	(33,266)	(37,372)
Net decrease (increase) in loans	582	(57)
Acquisition, net of cash acquired	—	(65,209)
Net cash used in investing activities	<u>(106,122)</u>	<u>(197,815)</u>
Financing activities		
Repayments of borrowings from note payable	(16,875)	(16,875)
Borrowings on revolving line of credit	25,000	30,001
Repayments on revolving line of credit	(25,000)	(30,001)
Proceeds from exercise of options	9,410	2,077
Excess tax benefits from exercise of options	1,894	158
Taxes paid related to net share settlement of equity awards	(6,325)	(3,333)
Net decrease in deposits	(59,170)	(65,379)
Net (decrease) increase in obligations to customers	(35,981)	90,817
Contingent consideration payments	(2,555)	(882)
Repurchase of Class A common stock	(59,013)	(40,000)
Net cash used in financing activities	<u>(168,615)</u>	<u>(33,417)</u>
Net decrease in unrestricted cash, cash equivalents, and federal funds sold	(174,597)	(117,483)
Unrestricted cash, cash equivalents, and federal funds sold, beginning of year	772,129	724,638
Unrestricted cash, cash equivalents, and federal funds sold, end of year	<u>\$ 597,532</u>	<u>\$ 607,155</u>
Cash paid for interest	\$ 6,467	\$ 3,359
Cash paid for income taxes	\$ 22,626	\$ 9,324

See notes to unaudited consolidated financial statements

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 1—Organization

Green Dot Corporation (“we,” “us” and “our” refer to Green Dot Corporation and its wholly-owned subsidiaries) is a pro-consumer technology innovator with a mission to reinvent personal banking for the masses. Our products and services include: Green Dot MasterCard and Visa-branded prepaid debit cards and several co-branded reloadable prepaid card programs, collectively referred to as our GPR cards; Visa-branded gift cards; checking account products, such as GoBank, an innovative checking account developed for use via mobile phones that is available at Walmart and online; our proprietary swipe reload and MoneyPak products referred to as our cash transfer products, which enable cash loading and transfer services through our Green Dot Network; and tax refund processing services designed to facilitate the secure receipt of a customer's income tax refund.

Our products and services are available to consumers through a large-scale “branchless bank” distribution network of approximately 100,000 U.S. locations, including retailers, neighborhood financial service center locations and tax preparation offices, as well as online, in the leading app stores and through leading online tax preparation providers. The Green Dot Network enables consumers to use cash to reload our prepaid debit cards or to transfer cash to any of our Green Dot Network acceptance members, including competing prepaid card programs and other online accounts. We are also the tax refund processing service provider for several leading consumer tax preparation companies.

We market our products and services to consumers in the United States. Our products are issued by our wholly-owned subsidiary, Green Dot Bank, and third-party issuing banks including The Bancorp Bank and Sunrise Banks, N.A. We also have multi-year distribution arrangements with many large and medium-sized retailers, including Walmart, Walgreens, CVS, Rite Aid, 7-Eleven, Kroger, Kmart, and Dollar Tree, and with various industry resellers, including Blackhawk Network and InComm. We refer to participating retailers collectively as our “retail distributors.” Our tax refund processing services are integrated into the offerings of partnering tax software companies, which enables us to serve approximately 27,000 independent online and in-person tax preparers and accountants nationwide.

Note 2—Summary of Significant Accounting Policies**Basis of Presentation**

The accompanying unaudited consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States of America, or GAAP. We consolidated our wholly-owned subsidiaries and eliminated all significant intercompany balances and transactions.

We have also prepared the accompanying unaudited consolidated financial statements in conformity with the instructions to Form 10-Q and Article 10 of Regulation S-X and, consequently, they do not include all of the annual disclosures required by GAAP. Reference is made to our Annual Report on Form 10-K for the year ended December 31, 2015 for additional disclosures, including a summary of our significant accounting policies. There have been no changes to our significant accounting policies during the nine months ended September 30, 2016. In our opinion, the accompanying unaudited consolidated financial statements contain all adjustments, consisting of normal and recurring items, except as otherwise noted, necessary for the fair presentation of our financial position, results of operations and cash flows for the interim periods presented.

Recent Accounting Pronouncements

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* (“ASU 2016-13”) that requires financial assets measured at amortized cost be presented at the net amount expected to be collected. Credit losses on available-for-sale debt securities should be recorded through an allowance for credit losses limited by the amount that the fair value is less than amortized cost. ASU 2016-13 is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. Early adoption is permitted. We are currently evaluating the impact of ASU 2016-13 on our consolidated financial statements.

In March 2016, the FASB issued ASU No. 2016-09, *Compensation – Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting* (“ASU 2016-09”) that will simplify how companies account for certain aspects of share-based payments to employees, including the accounting for income taxes upon vesting or exercise of share-based payments, classification of awards as either equity or liabilities with respect to statutory tax withholding thresholds, accounting for forfeitures, as well as certain classifications on the statement of cash flows. ASU 2016-09 is effective for annual periods beginning after December 15, 2016 and interim periods within those annual periods. Early adoption is permitted. We are currently evaluating the impact of ASU 2016-09 on our consolidated financial statements.

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 2—Summary of Significant Accounting Policies (continued)

In March 2016, the FASB issued ASU No. 2016-08, *Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net)* ("ASU 2016-08"). ASU 2016-08 clarifies the implementation guidance on principal versus agent considerations. The guidance includes indicators to assist an entity in determining whether it controls a specified good or service before it is transferred to the customers. The effective date and transition requirements for the ASU is the same as the effective date and transition requirements of ASU 2014-09. We are currently in the process of evaluating the impact of adoption of ASU 2016-08 on our consolidated financial statements.

In March 2016, the FASB issued ASU No. 2016-04, *Liabilities – Extinguishment of Liabilities (Subtopic 405-20): Recognition of Breakage for Certain Prepaid Stored-Value Products* ("ASU 2016-04"). ASU 2016-04 aligns recognition of the financial liabilities related to prepaid stored-value products (for example, gift cards) with Topic 606, *Revenues from Contracts with Customers*, for non-financial liabilities. In general, these liabilities may be extinguished proportionately in earnings as redemptions occur, or when redemption is remote if issuers are not entitled to the unredeemed stored value. ASU 2016-04 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2017, with early adoption permitted. We do not expect the adoption of ASU 2016-04 to have a material impact on our consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* ("ASU 2016-02") in order to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet for those leases classified as operating leases under previous GAAP. ASU 2016-02 requires that a lessee should recognize a liability to make lease payments and a right-of-use asset representing its right to use the underlying asset for leases with a term greater than 12 months. ASU 2016-02 is effective for fiscal years beginning after December 15, 2018 (including interim periods within those periods) using a modified retrospective approach and early adoption is permitted. We are currently in the process of evaluating the impact of adoption of ASU 2016-02 on our consolidated financial statements.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* ("ASU 2016-01"). ASU 2016-01 revises the classification and measurement of investments in certain equity investments and the presentation of certain fair value changes for certain financial liabilities measured at fair value. ASU 2016-01 requires the change in fair value of many equity investments to be recognized in net income. The standard is effective for interim and annual periods beginning after December 15, 2017, with early adoption permitted. The adoption of ASU 2016-01 may result in a cumulative adjustment to retained earnings as of the beginning of the year of adoption. We are currently evaluating the impact of the provisions of ASU 2016-01, however, we do not expect the adoption of it to have a material impact on our consolidated financial statements.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)* ("ASU 2014-09"), which supersedes nearly all existing revenue recognition guidance under GAAP. The core principle of ASU 2014-09 is to recognize revenues when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled for those goods or services. ASU 2014-09 defines a five step process to achieve this core principle and, in doing so, more judgment and estimates may be required within the revenue recognition process than are required under existing GAAP. ASU 2014-09, as amended by ASU 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date*, is effective for annual periods beginning after December 15, 2017, including interim periods within those annual periods, with early adoption permitted for annual reporting periods beginning after December 15, 2016. We are currently evaluating the effect of ASU 2014-09, as well as other clarifications and technical guidance issued by the FASB related to this new revenue standard, on our consolidated financial statements.

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 3—Investment Securities

Our available-for-sale investment securities were as follows:

	Amortized cost	Gross unrealized gains	Gross unrealized losses	Fair value
(In thousands)				
September 30, 2016				
Corporate bonds	\$ 20,454	\$ 28	\$ (5)	\$ 20,477
Commercial paper	13,383	5	(2)	13,386
U.S. Treasury notes	21,560	10	(4)	21,566
Agency securities	4,010	—	—	4,010
Mortgage-backed securities	124,025	603	(351)	124,277
Municipal bonds	1,471	28	(5)	1,494
Asset-backed securities	34,748	34	(16)	34,766
Total investment securities	<u>\$ 219,651</u>	<u>\$ 708</u>	<u>\$ (383)</u>	<u>\$ 219,976</u>
December 31, 2015				
Corporate bonds	\$ 33,201	\$ —	\$ (47)	\$ 33,154
Commercial paper	6,504	3	(2)	6,505
U.S. Treasury notes	17,541	—	(16)	17,525
Agency securities	4,034	—	(19)	4,015
Mortgage-backed securities	100,131	195	(554)	99,772
Municipal bonds	1,954	11	(65)	1,900
Asset-backed securities	18,725	—	(57)	18,668
Total investment securities	<u>\$ 182,090</u>	<u>\$ 209</u>	<u>\$ (760)</u>	<u>\$ 181,539</u>

As of September 30, 2016 and December 31, 2015, the gross unrealized losses and fair values of available-for-sale investment securities that were in unrealized loss positions were as follows:

	Less than 12 months		12 months or more		Total fair value	Total unrealized loss
	Fair value	Unrealized loss	Fair value	Unrealized loss		
(In thousands)						
September 30, 2016						
Corporate bonds	\$ 4,811	\$ (3)	\$ 1,998	\$ (2)	\$ 6,809	\$ (5)
Commercial paper	1,987	(2)	—	—	1,987	(2)
US Treasury notes	8,057	(4)	—	—	8,057	(4)
Mortgage-backed securities	21,058	(96)	40,389	(255)	61,447	(351)
Municipal bonds	—	—	250	(5)	250	(5)
Asset-backed securities	18,338	(16)	—	—	18,338	(16)
Total investment securities	<u>\$ 54,251</u>	<u>\$ (121)</u>	<u>\$ 42,637</u>	<u>\$ (262)</u>	<u>\$ 96,888</u>	<u>\$ (383)</u>
December 31, 2015						
Corporate bonds	\$ 20,416	\$ (22)	\$ 10,679	\$ (25)	\$ 31,095	\$ (47)
Commercial paper	4,322	(2)	—	—	4,322	(2)
U.S. Treasury notes	17,525	(16)	—	—	17,525	(16)
Agency securities	4,015	(19)	—	—	4,015	(19)
Mortgage-backed securities	53,634	(410)	21,518	(144)	75,152	(554)
Municipal bonds	—	—	1,035	(65)	1,035	(65)
Asset-backed securities	18,668	(57)	—	—	18,668	(57)
Total investment securities	<u>\$ 118,580</u>	<u>\$ (526)</u>	<u>\$ 33,232</u>	<u>\$ (234)</u>	<u>\$ 151,812</u>	<u>\$ (760)</u>

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 3—Investment Securities (continued)

We did not record any other-than-temporary impairment losses during the three and nine months ended September 30, 2016 or 2015 on our available-for-sale investment securities. We do not intend to sell these investments and we have determined that it is more likely than not that we will not be required to sell these investments before recovery of their amortized cost bases, which may be at maturity.

As of September 30, 2016, the contractual maturities of our available-for-sale investment securities were as follows:

	Amortized cost	Fair value
	(In thousands)	
Due in one year or less	\$ 39,341	\$ 39,352
Due after one year through five years	21,256	21,280
Due after five years through ten years	67	68
Due after ten years	910	929
Mortgage and asset-backed securities	158,077	158,347
Total investment securities	<u>\$ 219,651</u>	<u>\$ 219,976</u>

The expected payments on mortgage-backed and asset-backed securities may not coincide with their contractual maturities because the issuers have the right to call or prepay certain obligations.

Note 4—Accounts Receivable

Accounts receivable, net consisted of the following:

	September 30, 2016	December 31, 2015
	(In thousands)	
Overdrawn account balances due from cardholders	\$ 14,723	\$ 10,198
Reserve for uncollectible overdrawn accounts	(11,791)	(7,999)
Net overdrawn account balances due from cardholders	<u>2,932</u>	<u>2,199</u>
Trade receivables	2,005	10,644
Reserve for uncollectible trade receivables	(211)	(58)
Net trade receivables	<u>1,794</u>	<u>10,586</u>
Receivables due from card issuing banks	10,183	8,852
Fee advances	1,543	11,621
Other receivables	8,427	8,895
Accounts receivable, net	<u>\$ 24,879</u>	<u>\$ 42,153</u>

Activity in the reserve for uncollectible overdrawn accounts consisted of the following:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
	(In thousands)			
Balance, beginning of period	\$ 14,506	\$ 12,039	\$ 7,999	\$ 11,196
Provision for uncollectible overdrawn accounts:				
Fees	17,299	13,012	53,003	40,393
Purchase transactions	1,609	1,902	5,691	6,087
Charge-offs	(21,623)	(16,410)	(54,902)	(47,133)
Balance, end of period	<u>\$ 11,791</u>	<u>\$ 10,543</u>	<u>\$ 11,791</u>	<u>\$ 10,543</u>

Additionally, during the three months ended September 30, 2016, we recorded a write-off of approximately \$1.5 million for a prior period receivable that we determined to be uncollectible.

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 5—Property and Equipment

During the three months ended September 30, 2016, we did not incur any impairment charges. We recorded impairment charges of \$0.7 million during the three months ended September 30, 2015 and \$0.1 million and \$5.7 million during the nine months ended September 30, 2016 and 2015, respectively, associated with capitalized internal-use software we determined were no longer viable. The impairment charges are included within other general and administrative expenses in our consolidated statements of operations.

Note 6—Loans to Bank Customers

The following table presents total outstanding loans, gross of the related allowance for loan losses, and a summary of the related payment status:

	30-59 Days Past Due	60-89 Days Past Due	90 Days or More Past Due	Total Past Due	Total Current or Less Than 30 Days Past Due	Total Outstanding
(In thousands)						
September 30, 2016						
Residential	\$ 4	\$ —	\$ —	\$ 4	\$ 3,774	\$ 3,778
Commercial	—	—	—	—	323	323
Installment	15	—	—	15	1,839	1,854
Other	—	—	—	—	14	14
Total loans	\$ 19	\$ —	\$ —	\$ 19	\$ 5,950	\$ 5,969
Percentage of outstanding	0.3%	—%	—%	0.3%	99.7%	100.0%
December 31, 2015						
Residential	\$ —	\$ —	\$ —	\$ —	3,863	\$ 3,863
Commercial	—	—	19	19	294	313
Installment	2	—	—	2	2,527	2,529
Total loans	\$ 2	\$ —	\$ 19	\$ 21	\$ 6,684	\$ 6,705
Percentage of outstanding	—%	—%	0.3%	0.3%	99.7%	100.0%

Nonperforming Loans

The following table presents the carrying value, gross of the related allowance for loan losses, of our nonperforming loans. See *Note 2—Summary of Significant Accounting Policies* to the Consolidated Financial Statements of our Annual Report on Form 10-K for the year ended December 31, 2015 for further information on the criteria for classification as nonperforming.

	September 30, 2016	December 31, 2015
(In thousands)		
Residential	\$ 379	\$ 341
Commercial	—	19
Installment	1	5
Total loans	\$ 380	\$ 365

Credit Quality Indicators

We closely monitor and assess the credit quality and credit risk of our loan portfolio on an ongoing basis. We continuously review and update loan risk classifications. We evaluate our loans using non-classified or classified as the primary credit quality indicator. Classified loans are those loans that have demonstrated credit weakness where we believe there is a heightened risk of principal loss, including all impaired loans. Classified loans are generally internally categorized as substandard, doubtful or loss, consistent with regulatory guidelines.

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 6—Loans to Bank Customers (continued)

The table below presents the carrying value, gross of the related allowance for loan losses, of our loans within the primary credit quality indicators related to our loan portfolio:

	September 30, 2016		December 31, 2015	
	Non-Classified	Classified	Non-Classified	Classified
	(In thousands)			
Residential	\$ 3,077	\$ 701	\$ 3,404	\$ 459
Commercial	323	—	294	19
Installment	1,524	330	2,173	356
Other	14	—	—	—
Total loans	\$ 4,938	\$ 1,031	\$ 5,871	\$ 834

Impaired Loans and Troubled Debt Restructurings

When, for economic or legal reasons related to a borrower's financial difficulties, we grant a concession for other than an insignificant period of time to a borrower that we would not otherwise consider, the related loan is classified as a Troubled Debt Restructuring, or TDR. Our TDR modifications involve an extension of the maturity date at a stated interest rate lower than the current market rate for new debt with similar risk. The following table presents our impaired loans and loans that we modified as TDRs as of September 30, 2016 and December 31, 2015:

	September 30, 2016		December 31, 2015	
	Unpaid Principal Balance	Carrying Value	Unpaid Principal Balance	Carrying Value
	(In thousands)			
Residential	\$ 399	\$ 325	\$ 365	\$ 298
Commercial	—	—	257	19
Installment	231	104	284	140

Allowance for Loan Losses

Activity in the allowance for loan losses consisted of the following:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
	(In thousands)			
Balance, beginning of period	\$ 266	\$ 377	\$ 426	\$ 444
Provision for loans	—	—	(151)	(38)
Loans charged off	(2)	—	(24)	(44)
Recoveries of loans previously charged off	8	36	21	51
Balance, end of period	\$ 272	\$ 413	\$ 272	\$ 413

Note 7—Employee Stock-Based Compensation

We currently grant restricted equity awards to employees and directors under our 2010 Equity Incentive Plan. Additionally, through our 2010 Employee Stock Purchase Plan, employees are able to purchase shares of our Class A common stock at a discount through payroll deductions. We have reserved shares of our Class A common stock for issuance under these plans.

The following table summarizes restricted stock units granted under our 2010 Equity Incentive Plan:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
	(In thousands, except per share data)			
Restricted stock units granted	556	55	1,772	1,705
Weighted-average grant-date fair value	\$ 22.75	\$ 18.85	\$ 22.68	\$ 16.18

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 7—Employee Stock-Based Compensation (continued)

We issued no stock options during the three and nine months ended September 30, 2016 and 2015.

Included in the number of restricted stock units granted during the three months ended September 30, 2016 are 175,000 of performance-based restricted stock units of our Class A common stock that we granted certain executive employees under our 2010 Equity Incentive Plan. For the nine months ended September 30, 2016 and 2015, there were performance-based restricted stock units of 411,973 and 242,587, respectively, included in the number of restricted stock grant units granted.

The total stock-based compensation expense recognized was \$7.9 million and \$7.5 million for the three months ended September 30, 2016 and 2015, respectively, and \$20.9 million and \$19.1 million for the nine months ended September 30, 2016 and 2015, respectively. Total stock-based compensation expense includes amounts related to awards of stock options, restricted stock units (including performance-based restricted stock units) and purchases under our 2010 Employee Stock Purchase Plan.

Note 8—Deposits

Deposits are categorized as non-interest or interest-bearing deposits as follows:

	September 30, 2016	December 31, 2015
	(In thousands)	
Non-interest bearing deposit accounts		
GPR deposits	\$ 534,900	\$ 610,652
Other demand deposits	36,752	23,644
Total non-interest bearing deposit accounts	571,652	634,296
Interest-bearing deposit accounts		
Negotiable order of withdrawal (NOW)	1,342	851
Savings	11,794	8,848
Time deposits, denominations greater than or equal to \$100	6,488	6,268
Time deposits, denominations less than \$100	1,699	1,882
Total interest-bearing deposit accounts	21,323	17,849
Total deposits	\$ 592,975	\$ 652,145

The scheduled contractual maturities for total time deposits are presented in the table below:

	September 30, 2016
	(In thousands)
Due in 2016	\$ 1,035
Due in 2017	3,985
Due in 2018	658
Due in 2019	373
Due in 2020	1,568
Thereafter	568
Total time deposits	\$ 8,187

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 9—Note Payable

In October 2014, we entered into a \$225.0 million secured credit agreement with Bank of America, N.A., as an administrative agent, Wells Fargo Bank, National Association, and the other lenders party thereto. The credit agreement provides for 1) a \$75.0 million five years revolving facility (the "Revolving Facility") and 2) a five years \$150.0 million term loan facility ("Term Facility" and, together with the Revolving Facility, the "Senior Credit Facility"). The credit agreement also includes an accordion feature that, subject to securing additional commitments from existing lenders or new lending institutions, will allow us to increase the aggregate amount of these facilities by up to an additional \$50.0 million.

As of September 30, 2016 and December 31, 2015, our outstanding debt, net of deferred financing costs of \$4.7 million and \$5.8 million, respectively, consisted of the following:

	September 30, 2016	December 31, 2015
	(In thousands)	
Term facility	\$ 105,927	\$ 121,652
Revolving facility	—	—
Total notes payable	\$ 105,927	\$ 121,652

Quarterly principal payments of \$5.6 million are payable on the loans under the Term Facility. During each of the nine months ended September 30, 2016 and 2015, we made scheduled quarterly principal payments totaling \$16.9 million. The Senior Credit Facility matures on October 23, 2019 and any amounts then outstanding are due upon maturity.

Interest

At our election, loans made under the credit agreement bear interest at 1) a LIBOR rate (the "LIBOR Rate") or 2) a base rate determined by reference to the highest of (a) the Bank of America prime rate, (b) the United States federal funds rate plus 0.50% and (c) a daily rate equal to one-month LIBOR rate plus 1.0% (the "Base Rate"), plus in either case an applicable margin. The applicable margin for borrowings depends on our total leverage ratio and varies from 2.50% to 3.00% for LIBOR Rate loans and 1.50% to 2.00% for Base Rate loans. The effective interest rate on borrowings outstanding as of September 30, 2016 was 3.27%. Interest expense, excluding the amortization of debt issuance costs, related to our Senior Credit Facility was \$1.0 million and \$1.1 million for the three months ended September 30, 2016 and 2015, respectively, and \$3.0 million and \$3.3 million for the nine months ended September 30, 2016 and 2015, respectively.

Covenants and restrictions

The Senior Credit Facility contains customary representations and warranties relating to us and our subsidiaries. Obligations under the Senior Credit Facility are secured by first priority liens on, and security interests in, substantially all of our company assets and each Guarantor, as defined in the agreement. The Senior Credit Facility also contains certain affirmative and negative covenants including negative covenants that limit or restrict, among other things, liens, indebtedness, investments and acquisitions, mergers and fundamental changes, asset sales, restricted payments, changes in the nature of the business, transactions with affiliates and other matters customarily restricted in such agreements. We must maintain a minimum fixed charge coverage ratio and a maximum consolidated leverage ratio at the end of each fiscal quarter, as set forth in the credit agreement. At September 30, 2016, we were in compliance with all such covenants.

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 10—Income Taxes

Income tax expense for the nine months ended September 30, 2016 and 2015 differs from the amount computed by applying the statutory federal income tax rate to income before income taxes. The sources and tax effects of the differences are as follows:

	Nine Months Ended September 30,	
	2016	2015
U.S. federal statutory tax rate	35.0 %	35.0 %
State income taxes, net of federal tax benefit	1.6	2.6
General business credits	(3.5)	(1.3)
Employee stock-based compensation	0.6	1.0
Transaction costs	—	(1.9)
Other	(0.1)	1.2
Effective tax rate	<u>33.6 %</u>	<u>36.6 %</u>

The effective tax rate for the nine months ended September 30, 2016 and 2015 differs from the statutory federal income tax rate of 35% primarily due to state income taxes, net of federal tax benefit, general business credits and non-deductible employee stock-based compensation. The decrease in the effective tax rate for the nine months ended September 30, 2016 as compared to the nine months ended September 30, 2015 is primarily due to the reversal of previously accrued tax provisions on uncertain tax positions that were no longer necessary due to the expiration of statute of limitations and settlement with certain taxing jurisdictions, included in general business credits.

We establish a valuation allowance when we consider it more-likely-than-not that some portion or all of the deferred tax assets will not be realized. As of September 30, 2016 and 2015, we did not have a valuation allowance on any of our deferred tax assets as we believed it was more-likely-than-not that we would realize the benefits of our deferred tax assets.

We are subject to examination by the Internal Revenue Service, or IRS, and various state tax authorities. We remain subject to examination of our federal income tax return for the five-months ended December 31, 2009 and the years ended December 31, 2010, through 2015. We generally remain subject to examination of our various state income tax returns for a period of three to four years from the respective dates the returns were filed.

As of September 30, 2016, we have net operating loss carryforwards of approximately \$46.2 million and \$31.9 million for federal and state tax purposes, respectively, which will be available to offset future income. If not used, these carryforwards will expire between 2017 and 2035. In addition, we have state business tax credits of approximately \$5.8 million that can be carried forward indefinitely and other state business tax credits of approximately \$0.9 million that will expire 2025.

As of September 30, 2016 and December 31, 2015, we had a liability of \$7.2 million and \$7.4 million, respectively, for unrecognized tax benefits related to various federal and state income tax matters excluding interest, penalties and related tax benefits. The reconciliation of the beginning unrecognized tax benefits balance to the ending balance is as follows:

	Nine Months Ended September 30,	
	2016	2015
	(In thousands)	
Beginning balance	\$ 7,371	\$ 6,189
Increases related to positions taken during prior years	135	423
Increases related to positions taken during the current year	888	688
Decreases related to positions settled with tax authorities	(1,106)	—
Decreases as a result of a lapse of applicable statute of limitations	\$ (109)	\$ —
Ending balance	<u>\$ 7,179</u>	<u>\$ 7,300</u>
The total amount of unrecognized tax benefits that, if recognized, would affect the effective tax rate	<u>\$ 7,179</u>	<u>\$ 7,300</u>

As of September 30, 2016 and December 31, 2015, we recognized accrued interest and penalties related to unrecognized tax benefits of approximately \$0.6 million and \$0.9 million, respectively.

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 11—Stockholders' Equity**Stock Repurchase Program**

In June 2015, our Board of Directors authorized, subject to regulatory approval, a repurchase of shares of our Class A Common Stock in an amount up to \$150 million under a stock repurchase program with no expiration date. The stock repurchase program may be carried out at the direction of management, subject to the limitations set forth in Rule 10b-18 of the Securities and Exchange Commission and other legal requirements, and any further limitations that may be established by the Board of Directors. Repurchases may be made through open market purchases, block trades, and in negotiated private transactions. The stock may be repurchased on an ongoing basis and will be subject to the availability of stock, general market conditions, the trading price of the stock, alternative uses for capital and our financial performance. As of September 30, 2016, we have repurchased \$100 million of Class A Common Stock under the repurchase program.

Accelerated Share Repurchases

We have entered into accelerated share repurchase arrangements (“ASRs”) with a financial institution. In exchange for an up-front payment, the financial institution delivers shares of our Class A Common Stock during the purchase periods of each ASR. Upon settlement, we will either receive additional shares from the financial institution or we may be required to deliver additional shares or cash to the financial institution, at our election. The final number of shares received upon settlement for the ASR is determined based on the volume-weighted average price of our common stock over the term of the agreement less an agreed upon discount and subject to adjustments pursuant to the terms and conditions of the ASR. The shares received are retired in the periods they are delivered, but remain authorized for registration and issuance in the future.

The up-front payments are accounted for as a reduction to shareholders' equity on our consolidated balance sheets in the periods the payments are made. The ASRs are accounted for in two separate transactions: 1) a treasury stock repurchase for the initial shares received and 2) a forward stock purchase contract indexed to our own stock for the unsettled portion of the ASR. The par value of the shares received are recorded as a reduction to common stock with the remainder recorded as a reduction to additional paid-in capital and retained earnings. The ASRs meet all of the applicable criteria for equity classification, and therefore are not accounted for as derivative instruments. The initial repurchase of shares resulted in an immediate reduction of the outstanding shares used to calculate the weighted-average common shares outstanding for basic and diluted earnings per share.

The following table summarizes our ASR activity since inception of the stock repurchase program:

	Purchase Period End Date	Number of Shares (In thousands)	Average repurchase price per share	ASR Amount (In thousands)
April 2016 ASR ⁽¹⁾	October 2016	2,219	\$ 22.54	\$ 50,000
September 2015 ASR	January 2016	2,342	\$ 17.08	\$ 40,000

(1) In February 2016, we entered into an ASR agreement with a financial institution. The agreement was not effective until April 2016, at which point we made an up-front payment of \$50 million. The initial 1.9 million shares received were treated as reduction to our total common shares outstanding beginning in April 2016. The ASR settled in October 2016 at which point we received an additional 0.3 million shares

Other

In connection with the Repurchase Program, we entered into a repurchase plan in December 2015 under Rule 10b5-1 of the Exchange Act for \$10 million. The timing, nature and amount of purchases depend on a variety of factors, including market conditions and the volume limit defined by Rule 10b-18. We completed all repurchases under this plan during the first quarter of 2016 and total repurchases amounted to approximately 0.6 million shares at an average price of \$16.15.

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 11—Stockholders' Equity (continued)
Convertible Preferred Stock

During the three months ended September 30, 2016, 1,518 shares of our Series A Convertible Junior Participating Non-Cumulative Perpetual Preferred Stock ("Series A Preferred Stock") converted into 1,518,512 shares of Class A Common Stock. As of September 30, 2016, there were no longer any shares of our Series A Convertible Preferred Stock outstanding. For more information regarding our Series A Preferred Stock, see *Note 11—Stockholders' Equity* to the Consolidated Financial Statements of our Annual Report on Form 10-K for the year ended December 31, 2015.

Note 12—Earnings per Common Share

The calculation of basic and diluted EPS was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
(In thousands, except per share data)				
Basic earnings per Class A common share				
Net income	\$ 2,037	\$ 179	\$ 42,945	\$ 44,488
Income attributable to preferred stock	(35)	(5)	(1,102)	(1,269)
Income attributable to common stock subject to repurchase	—	—	—	(32)
Net income allocated to Class A common stockholders	\$ 2,002	\$ 174	\$ 41,843	\$ 43,187
Weighted-average Class A shares issued and outstanding	49,439	51,576	49,258	51,612
Basic earnings per Class A common share	\$ 0.04	\$ —	\$ 0.85	\$ 0.84
Diluted earnings per Class A common share				
Net income allocated to Class A common stockholders	\$ 2,002	\$ 174	\$ 41,843	\$ 43,187
Re-allocated earnings	1	—	27	13
Diluted net income allocated to Class A common stockholders	\$ 2,003	\$ 174	\$ 41,870	\$ 43,200
Weighted-average Class A shares issued and outstanding	49,439	51,576	49,258	51,612
Dilutive potential common shares:				
Stock options	532	375	508	291
Restricted stock units	726	383	737	236
Employee stock purchase plan	12	27	7	22
Diluted weighted-average Class A shares issued and outstanding	50,709	52,361	50,510	52,161
Diluted earnings per Class A common share	\$ 0.04	\$ —	\$ 0.83	\$ 0.83

For the periods presented, we excluded all shares of convertible preferred stock and certain restricted stock units and stock options outstanding, which could potentially dilute basic EPS in the future, from the computation of diluted EPS as their effect was anti-dilutive. The following table shows the weighted-average number of anti-dilutive shares excluded from the diluted EPS calculation:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
(In thousands)				
Class A common stock				
Options to purchase Class A common stock	71	492	142	681
Restricted stock units	—	11	8	33
Conversion of convertible preferred stock	859	1,519	1,297	1,517
Total options, restricted stock units and convertible preferred stock	930	2,022	1,447	2,231

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 13—Fair Value Measurements

Under applicable accounting guidance, fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

We determine the fair values of our financial instruments based on the fair value hierarchy established under applicable accounting guidance which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. There are three levels of inputs used to measure fair value.

For more information regarding the fair value hierarchy and how we measure fair value, see *Note 2—Summary of Significant Accounting Policies* to the Consolidated Financial Statements of our Annual Report on Form 10-K for the year ended December 31, 2015.

As of September 30, 2016 and December 31, 2015, our assets and liabilities carried at fair value on a recurring basis were as follows:

	Level 1	Level 2	Level 3	Total Fair Value
(In thousands)				
September 30, 2016				
Assets				
Corporate bonds	\$ —	\$ 20,477	\$ —	\$ 20,477
Commercial paper	—	13,386	—	13,386
U.S. Treasury notes	—	21,566	—	21,566
Agency securities	—	4,010	—	4,010
Mortgage-backed securities	—	124,277	—	124,277
Municipal bonds	—	1,494	—	1,494
Asset-backed securities	—	34,766	—	34,766
Total assets	\$ —	\$ 219,976	\$ —	\$ 219,976
Liabilities				
Contingent consideration	\$ —	\$ —	\$ 5,834	\$ 5,834
December 31, 2015				
Assets				
Corporate bonds	\$ —	\$ 33,154	\$ —	\$ 33,154
Commercial paper	—	6,505	—	6,505
U.S. Treasury notes	—	17,525	—	17,525
Agency securities	—	4,015	—	4,015
Mortgage-backed securities	—	99,772	—	99,772
Municipal bonds	—	1,900	—	1,900
Asset-backed securities	—	18,668	—	18,668
Total assets	\$ —	\$ 181,539	\$ —	\$ 181,539
Liabilities				
Contingent consideration	\$ —	\$ —	\$ 13,889	\$ 13,889

We based the fair value of our fixed income securities held as of September 30, 2016 and December 31, 2015 on quoted prices in active markets for similar assets. We had no transfers between Level 1, Level 2 or Level 3 assets or liabilities during the three and nine months ended September 30, 2016 or 2015.

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 13—Fair Value Measurements (continued)

The following table presents changes in our contingent consideration payable for the three and nine months ended September 30, 2016 and 2015, which is categorized in Level 3 of the fair value hierarchy:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
	(In thousands)			
Balance, beginning of period	\$ 8,022	\$ 14,976	\$ 13,889	\$ 23,160
Payments of contingent consideration	(2,188)	(214)	(2,555)	(882)
Change in fair value of contingent consideration	—	—	(5,500)	(7,516)
Balance, end of period	\$ 5,834	\$ 14,762	\$ 5,834	\$ 14,762

Note 14—Fair Value of Financial Instruments

The following describes the valuation technique for determining the fair value of financial instruments, whether or not such instruments are carried at fair value on our consolidated balance sheets.

Short-term Financial Instruments

Our short-term financial instruments consist principally of unrestricted and restricted cash and cash equivalents, federal funds sold, settlement assets and obligations, and obligations to customers. These financial instruments are short-term in nature, and, accordingly, we believe their carrying amounts approximate their fair values. Under the fair value hierarchy, these instruments are classified as Level 1.

Investment Securities

The fair values of investment securities have been derived using methodologies referenced in *Note 2—Summary of Significant Accounting Policies* to the Consolidated Financial Statements of our Annual Report on Form 10-K for the year ended December 31, 2015. Under the fair value hierarchy, our investment securities are classified as Level 2.

Loans

We determined the fair values of loans by discounting both principal and interest cash flows expected to be collected using a discount rate commensurate with the risk that we believe a market participant would consider in determining fair value. Under the fair value hierarchy, our loans are classified as Level 3.

Deposits

The fair value of demand and interest checking deposits and savings deposits is the amount payable on demand at the reporting date. We determined the fair value of time deposits by discounting expected future cash flows using market-derived rates based on our market yields on certificates of deposit, by maturity, at the measurement date. Under the fair value hierarchy, our deposits are classified as Level 2.

Contingent Consideration

The fair value of contingent consideration obligations are estimated through valuation models designed to estimate the probability of such contingent payments based on various assumptions. Estimated payments are discounted using present value techniques to arrive at an estimated fair value. Our contingent consideration payable is classified as Level 3 because we use unobservable inputs to estimate fair value, including the probability of achieving certain earnings thresholds and appropriate discount rates. Changes in fair value of contingent consideration are recorded through operating expenses.

Note Payable

The fair value of our note payable is based on borrowing rates currently available to a market participant for loans with similar terms or maturity. The carrying amount of our note payable approximates fair value because the base interest rate charged varies with market conditions and the credit spread is commensurate with current market spreads for issuers of similar risk. The fair value of the note payable is classified as a Level 2 liability in the fair value hierarchy.

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 14—Fair Value of Financial Instruments (continued)*Fair Value of Financial Instruments*

The carrying values and fair values of certain financial instruments that were not carried at fair value, excluding short-term financial instruments for which the carrying value approximates fair value, at September 30, 2016 and December 31, 2015 are presented in the table below.

	September 30, 2016		December 31, 2015	
	Carrying Value	Fair Value	Carrying Value	Fair Value
	(In thousands)			
Financial Assets				
Loans to bank customers, net of allowance	\$ 5,697	\$ 5,050	\$ 6,279	\$ 5,847
Financial Liabilities				
Deposits	\$ 592,975	\$ 592,892	\$ 652,145	\$ 652,060
Note payable	\$ 105,927	\$ 105,927	\$ 121,652	\$ 121,652

Note 15—Commitments and Contingencies*Litigation and Claims*

In the ordinary course of business, we are a party to various legal proceedings, including, from time to time, actions which are asserted to be maintainable as class action suits. We review these actions on an ongoing basis to determine whether it is probable and estimable that a loss has occurred and use that information when making accrual and disclosure decisions. We have provided reserves where necessary for all claims and, based on current knowledge and in part upon the advice of legal counsel, all matters are believed to be adequately covered by insurance, or, if not covered, we do not expect the outcome in any legal proceedings, individually or collectively, to have a material adverse impact on our financial condition or results of operations.

During the three months ended June 30, 2016, we continued our planned conversion of customer files from our legacy third-party card processor to our new third-party card processor. As part of the conversion process, a small percentage of our active cardholders experienced limited disruptions in service that resulted in losses to us including, but not limited to, approximately \$4.1 million in specific credits we paid to our customers and specific cardholder transaction losses incurred by us as a result of the service disruption. These specific losses have been fully reimbursed by our new third-party processor, while other expenses we incurred as a result of the disruption in service were not reimbursed to us.

As a result of this limited disruption in service, two putative class action complaints were filed during the three months ended June 30, 2016. Any settlement amount paid to resolve the consolidated class actions will be borne equally between us and our new third-party card processor. During the three months ended September 30, 2016, we recorded an estimated accrual of approximately \$2.8 million, which represents our portion of the estimated total settlement amount inclusive of legal fees, of which our insurance carrier has agreed to reimburse us for up to approximately \$2.3 million. We recorded these amounts in other accrued liabilities and account receivable, respectively, on our consolidated balance sheet as of September 30, 2016.

Other Matters

We monitor the laws of all 50 states to identify state laws or regulations that apply (or may apply) to our products and services. We have obtained money transmitter licenses (or similar such licenses) where applicable, based on advice of counsel or when we have been requested to do so. If we were found to be in violation of any laws and regulations governing banking, money transmitters, electronic fund transfers, or money laundering in the United States or abroad, we could be subject to penalties or could be forced to change our business practices.

From time to time we enter into contracts containing provisions that contingently require us to indemnify various parties against claims from third parties. These contracts primarily relate to: (i) contracts with our card issuing banks, under which we are responsible to them for any unrecovered overdrafts on cardholders' accounts; (ii) certain real estate leases, under which we may be required to indemnify property owners for environmental and other liabilities, and other claims arising from our use of the premises; (iii) certain agreements with our officers, directors, and employees, under which we may be required to indemnify these persons for liabilities arising out of their relationship with us;

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 15—Commitments and Contingencies (continued)

and (iv) contracts under which we may be required to indemnify our retail distributors, suppliers, vendors and other parties with whom we have contracts against claims arising from certain of our actions, omissions, violations of law and/or infringement of patents, trademarks, copyrights and/or other intellectual property rights.

Generally, a maximum obligation under these contracts is not explicitly stated. Because the obligated amounts associated with these types of agreements are not explicitly stated, the overall maximum amount of the obligation cannot be reasonably estimated. With the exception of overdrafts on cardholders' accounts, historically, we have not been required to make payments under these and similar contingent obligations, and no liabilities have been recorded for these obligations in our consolidated balance sheets.

For additional information regarding overdrafts on cardholders' accounts, refer to *Note 4 — Accounts Receivable*.

As of September 30, 2016 and December 31, 2015, we had \$1.5 million outstanding in standby letters of credit issued by a financial institution related to our corporate facility lease. We have provided cash collateral for these outstanding letters of credit as of September 30, 2016 and December 31, 2015.

As of September 30, 2016 and December 31, 2015, we had restricted cash balances of \$40.1 million and \$5.8 million. The increase in restricted cash during the three months ended September 30, 2016 was associated with funds required to collateralize a prefunding obligation with a counter-party.

Note 16—Significant Customer Concentration

A credit concentration may exist if customers are involved in similar industries, economic sectors, and geographic regions. Our retail distributors operate in similar economic sectors but diverse domestic geographic regions. The loss of a significant retail distributor could have a material adverse effect upon our card sales, profitability, and revenue growth.

Revenues derived from our products sold at retail distributors constituting greater than 10% of our total operating revenues were as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
Walmart	49%	50%	43%	44%

Excluding stock-based retailer incentive compensation of \$2.5 million for the nine months ended September 30, 2015, revenues derived from our products sold at retail distributors constituting greater than 10% of our total operating revenues were as follows (stock-based retailer incentive compensation no longer incurred beginning May 2015):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
Walmart	49%	50%	43%	45%

The concentration of GPR cards activated (in units) and the concentration of sales of cash transfer products (in units) derived from our products sold at our four largest retail distributors, including Walmart, was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
Concentration of GPR cards activated (in units)	58%	61%	57%	60%
Concentration of sales of cash transfer products (in units)	71%	81%	73%	82%

Settlement assets derived from our products sold at our four largest retail distributors comprised the following percentages of the settlement assets recorded on our consolidated balance sheets:

	September 30, 2016	December 31, 2015
Walmart	53%	62%
Three other largest retail distributors, as a group	7%	9%

GREEN DOT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (CONTINUED)

Note 17—Segment Information

Our operations are comprised of two reportable segments: 1) Account Services and 2) Processing and Settlement Services. We identified our reportable segments based on factors such as how we manage our operations and how our chief operating decision maker views results. Our chief operating decision maker organizes and manages our business primarily on the basis of product and service offerings and uses operating income to assess profitability.

The Account Services segment consists of revenues and expenses derived from our branded and private label deposit account programs. These programs include Green Dot-branded and affinity-branded GPR card accounts, private label GPR card accounts, checking accounts and open-loop gift cards. The Processing and Settlement Services segment consists of revenues and expenses derived from reload services through the Green Dot Network and our tax refund processing services. The Corporate and Other segment primarily consists of eliminations of intersegment revenues and expenses, unallocated corporate expenses, depreciation and amortization, and other costs that are not considered when management evaluates segment performance. We do not evaluate performance or allocate resources based on segment asset data, and therefore such information is not presented.

The following tables present certain financial information for each of our reportable segments for the periods then ended:

Three Months Ended September 30, 2016				
	Account Services	Processing and Settlement Services	Corporate and Other	Total
(In thousands)				
Operating revenues	\$ 128,196	\$ 32,919	\$ (6,621)	\$ 154,494
Operating expenses	105,165	32,151	17,695	155,011
Operating income	\$ 23,031	\$ 768	\$ (24,316)	\$ (517)

Three Months Ended September 30, 2015				
	Account Services	Processing and Settlement Services	Corporate and Other	Total
(In thousands)				
Operating revenues	\$ 121,655	\$ 31,444	\$ (6,739)	\$ 146,360
Operating expenses	101,398	29,437	17,231	148,066
Operating income	\$ 20,257	\$ 2,007	\$ (23,970)	\$ (1,706)

Nine Months Ended September 30, 2016				
	Account Services	Processing and Settlement Services	Corporate and Other	Total
(In thousands)				
Operating revenues	\$ 408,445	\$ 169,546	\$ (21,985)	\$ 556,006
Operating expenses	339,276	104,193	45,699	489,168
Operating income	\$ 69,169	\$ 65,353	\$ (67,684)	\$ 66,838

Nine Months Ended September 30, 2015				
	Account Services	Processing and Settlement Services	Corporate and Other	Total
(In thousands)				
Operating revenues	\$ 404,286	\$ 164,251	\$ (24,765)	\$ 543,772
Operating expenses	332,378	96,658	43,628	472,664
Operating income	\$ 71,908	\$ 67,593	\$ (68,393)	\$ 71,108

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

This Quarterly Report on Form 10-Q, including this Management's Discussion and Analysis of Financial Condition and Results of Operations, contains forward-looking statements regarding future events and our future results that are subject to the safe harbors created under the Securities Act of 1933 and the Securities Exchange Act of 1934 (the "Exchange Act"). All statements other than statements of historical facts are statements that could be deemed to be forward-looking statements. These statements are based on current expectations, estimates, forecasts and projections about the industries in which we operate and the beliefs and assumptions of our management. Words such as "expects," "anticipates," "targets," "goals," "projects," "intends," "plans," "believes," "seeks," "estimates," "continues," "endeavors," "strives," "may" and "assumes," variations of such words and similar expressions are intended to identify forward-looking statements. In addition, any statements that refer to projections of our future financial performance, our anticipated growth and trends in our businesses, and other characterizations of future events or circumstances are forward-looking statements. Readers are cautioned that these forward-looking statements are subject to risks, uncertainties, and assumptions that are difficult to predict, including those identified below, under "Part II, Item 1A. Risk Factors," and elsewhere herein. Therefore, actual results may differ materially and adversely from those expressed in any forward-looking statements. We undertake no obligation to revise or update any forward-looking statements for any reason.

In this Quarterly Report, unless otherwise specified or the context otherwise requires, "Green Dot," "we," "us," and "our" refer to Green Dot Corporation and its consolidated subsidiaries.

Overview

Green Dot Corporation, along with its wholly owned subsidiaries, is a pro-consumer financial technology innovator with a mission to reinvent personal banking for the masses. We are a leading provider of reloadable prepaid debit cards and cash reload processing services in the United States. We are also a leader in mobile technology and mobile banking with our award-winning GoBank mobile checking account. Additionally, we are the largest processor of tax refund disbursements in the U.S. Our products and services are available to consumers through a large-scale "branchless bank" distribution network of approximately 100,000 U.S. locations, including retailers, neighborhood financial service center locations and tax preparation offices, as well as online, in the leading app stores and through leading online tax preparation providers.

Financial Results and Trends

Our results of operations for the three and nine months ended September 30, 2016 and 2015 were as follows:

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2016	2015	Change	%	2016	2015	Change	%
(In thousands, except percentages)								
Total operating revenues	\$ 154,494	\$ 146,360	\$ 8,134	5.6%	\$ 556,006	\$ 543,772	\$ 12,234	2.2 %
Total operating expenses	155,011	148,066	6,945	4.7%	489,168	472,664	16,504	3.5 %
Net income	2,037	179	1,858	1,038.0%	42,945	44,488	(1,543)	(3.5)%

Total operating revenues

Our total operating revenues for the three months ended September 30, 2016 increased from the three months ended September 30, 2015 by 6% as a result of the increasing quality of customers within our active card base and improved unit economics on our new suite of prepaid card products within our Account Services segment, which consists of our branded and private label deposit account programs. Total operating revenues also increased as a result of improved unit economics in our Processing and Settlement Services segment, which consists of cash transfer revenues, fees assessed on MoneyPaks and tax refund processing services.

Despite a year-over-year decline in the number of active cards in our portfolio of 9%, primarily as a result of our suspension of our MoneyPak PIN product in the first quarter of 2015, our Account Services segment generated greater revenue per number of active cards. We believe this increase reflects a shift in the mix of our active card portfolio toward higher revenue generating customers as compared to 2015, evidenced by our gross dollar volume and purchase volume metrics increasing year-over-year, and cards with higher unit economics that we began rolling out in the first quarter of 2016 at retail distributors.

Our Processing and Settlement Services segment generated more reload transactions per active card, as well as greater revenue per number of cash transfers, despite a year-over-year decline in the number of cash transfers of 2% due to the previous suspension of our MoneyPak PIN product. In April 2016, we announced the re-launch of an

enhanced version of our MoneyPak PIN product at certain retailers and expect to continue to roll out at additional retailers throughout the remainder of the year. While we expect the new version of our MoneyPak PIN product to offset some of the lost revenues in our cash transfer business, we do not expect the revenues derived from the new version to reach the size and scale of the previous version as customers have transitioned to our swipe reload method or have switched to other replacement products and it is difficult to anticipate the impact this product will have on the number of cash transfers processed.

Total operating revenues for the nine months ended September 30, 2016 also increased from the nine months ended September 30, 2015 for the reasons aforementioned, despite a lower number of active cards and slightly lower cash transfers and number of tax refunds processed. Total operating revenues for the nine months ended September 30, 2016 were also favorably impacted by a reduction in stock-based retailer incentive compensation, which was recognized as contra-revenue. As further discussed under "Key Components of our Results of Operations," beginning in May 2015, we no longer record stock-based retailer compensation as a result of our repurchase right lapsing completely.

Total operating expenses

Our total operating expenses for the three months ended September 30, 2016 increased from the three months ended September 30, 2015, primarily due to increases in processing expenses as a result of higher volume of purchase and ATM transactions initiated by our cardholders and lower rebate incentives received from our payment networks compared to the prior year, as well as an increase in sales and marketing expenses driven by incremental costs of manufacturing and distributing card packages associated with our new suite of prepaid products. Total operating expenses for the nine months ended September 30, 2016 compared to the nine months ended September 30, 2015 also increased primarily as a result of sales and marketing expenses incurred to roll out our new suite of prepaid products. During the three and nine months ended September 30, 2016 we incurred incremental costs of manufacturing and distributing card packages of \$2.3 million and \$11.4 million, respectively, for the new suite of prepaid card products being introduced at our retail distributors. While we have now incurred all of the anticipated costs from our product relaunch, these expenses have significantly impacted our sales and marketing expenses year-over-year.

Revenues generated under the MoneyCard program represent a sizable portion of our total operating revenues in all periods presented. We renewed our Walmart MoneyCard agreement in June 2015. Under this new agreement, effective May 1, 2015, the sales commission rate we pay to Walmart for the MoneyCard program increased from the prior agreement, which has impacted our year-over-year sales and marketing expenses on a year-to-date basis.

During the three months ended June 30, 2016, we continued our planned conversion of customer files from our legacy third-party card processor to our new third-party card processor. As part of the conversion process, a small percentage of our active cardholders experienced limited disruptions in service that resulted in losses to us including, but not limited to, approximately \$4.1 million in specific credits we paid to our customers and specific cardholder transaction losses incurred by us as a result of the service disruption. These specific losses have been fully reimbursed by our new third-party processor, while other expenses we incurred as a result of the disruption in service were not reimbursed to us. We furthermore incurred additional expenses in Q2 and Q3 and will incur additional expenses in Q4 related to the need to continue to support customer accounts on both the legacy third party processor and new third party processor due to delays in the planned migration schedule to the new third party processor as a result of these service disruptions. These losses have been materially reimbursed by the new third-party processor for the Q2 and Q3 periods and we expect will be materially reimbursed for additional associated expenses incurred in Q4. We expect to complete the processor migration in the first half of next year instead of in 2016 as we previously planned. There can be no assurance that we will be fully or even partially reimbursed for any material costs and losses incurred as a result of these third party processor migration delays after 2016.

We recorded an income tax benefit and income tax expense for the three and nine months ended September 30, 2016 of \$2.3 million and \$21.7 million, respectively, compared to an income tax benefit and income tax expense of \$2.2 million and \$25.7 million for the three and nine months ended September 30, 2015, respectively. Income tax expense decreased during the nine months ended September 30, 2016 as a result of generating lower income before income taxes and a lower effective tax rate.

Key Metrics

We review a number of metrics to help us monitor the performance of, and identify trends affecting, our business. We believe the following measures are the primary indicators of our quarterly and annual revenues.

Number of Cash Transfers — represents the total number of reload transactions that we conducted through our retail distributors in a specified period. We processed 9.36 million and 9.53 million reload transactions in the three months ended September 30, 2016 and 2015, respectively, and 28.42 million and 29.17 million reload transactions in the nine months ended September 30, 2016 and 2015, respectively. We review this metric as a measure of the size

and scale of our retail cash reload network, as an indicator of customer engagement and usage of our products and services, and to analyze cash transfer revenue, which is a key component of our financial performance.

Number of Tax Refunds Processed — represents the total number of tax refunds processed in a specified period through TPG. We processed 0.10 million tax refund transactions in each of the three months ended September 30, 2016 and 2015 and 10.46 million and 10.62 million tax refund transactions in the nine months ended September 30, 2016 and 2015, respectively. Due to seasonality, the number of tax refunds processed is most concentrated during the first half of each year and is minimal during the second half of each year. We review this metric as a measure of the size and scale of our tax refund processing platform and as an indicator of customer engagement and usage of our products and services.

Number of Active Cards — represents the total number of GPR cards and checking accounts in our portfolio that had a purchase, reload or ATM withdrawal transaction during the previous 90-day period. We had 4.09 million and 4.51 million active cards outstanding as of September 30, 2016 and 2015, respectively. We review this metric and the associated revenue per number of active cards as measures of the overall size and scale of our GPR card portfolio and indicators of customer engagement and usage of our products and services.

Gross Dollar Volume — represents the total dollar volume of funds processed and settled by our consolidated enterprise, excluding tax refunds processed by TPG. Our gross dollar volume was \$5.3 billion and \$5.0 billion for the three months ended September 30, 2016 and 2015, respectively, and \$17.3 billion and \$16.6 billion for the nine months ended September 30, 2016 and 2015, respectively. We review this metric as a measure of the size and scale of our processing infrastructure and as an indicator of customer engagement and usage of our products and services.

Purchase Volume — represents the total dollar volume of purchase transactions made by customers using our GPR, checking account and gift card products. This metric excludes the dollar volume of ATM withdrawals. Our purchase volume was \$3.8 billion and \$3.7 billion for the three months ended September 30, 2016 and 2015, respectively, and \$12.3 billion and \$12.2 billion for the nine months ended September 30, 2016 and 2015, respectively. We use this metric to analyze interchange revenue, which is a key component of our financial performance.

Key Components of our Results of Operations

Operating Revenues

We classify our operating revenues into the following four categories:

Card Revenues and Other Fees — Card revenues consist of monthly maintenance fees, ATM fees, new card fees and other revenues. We charge maintenance fees on GPR cards and checking accounts, such as GoBank, to cardholders on a monthly basis pursuant to the terms and conditions in our cardholder agreements. We charge ATM fees to cardholders when they withdraw money at certain ATMs in accordance with the terms and conditions in our cardholder agreements. We charge new card fees, if applicable, when a consumer purchases a GPR card, gift card, or a checking account product. Other revenues consist primarily of revenue associated with our gift card program, transaction-based fees and fees associated with optional products or services, which we offer to cardholders from time to time.

Our aggregate monthly maintenance fee revenues vary primarily based upon the number of active cards in our portfolio and the average fee assessed per account. Our average monthly maintenance fee per active account depends upon the mix of products in our portfolio at any given point in time and upon the extent to which fees are waived based on various incentives provided to customers in an effort to encourage higher usage and retention. Our aggregate ATM fee revenues vary based upon the number of cardholder ATM transactions and the average fee per ATM transaction. The average fee per ATM transaction depends upon the mix of products in our portfolio at any given point in time and the extent to which cardholders use ATMs within our free network that carry no fee for cash withdrawal transactions. Our aggregate new card fee revenues vary based upon the number of GPR cards and checking accounts activated and the average new card fee. The average new card fee depends primarily upon the mix of products that we sell since there are variations in new account fees based on the product and/or the location or source where our products are purchased. Our aggregate other fees vary primarily based upon account sales of all types, gift card sales, purchase transactions and the number of active accounts in our portfolio.

Processing and Settlement Service Revenues — Processing and settlement service revenues consist of cash transfer revenues and tax refund processing service revenues. We earn cash transfer revenues when consumers fund their cards through a reload transaction at a Green Dot Network retail location or purchase and use a MoneyPak. Our aggregate cash transfer revenues vary based upon the mix of locations where reload transactions occur, since reload fees vary by location. We earn tax refund processing service revenues when a customer of a third party tax preparation company chooses to pay their tax preparation fee through the use of our tax refund processing services.

Interchange Revenues — We earn interchange revenues from fees remitted by the merchant's bank, which are based on rates established by the payment networks, when customers make purchase transactions using our products. Our aggregate interchange revenues vary based primarily on the number of active cards in our portfolio, the average transactional volume of the active cards in our portfolio and on the mix of cardholder purchases between those using signature identification technologies and those using personal identification numbers and the corresponding rates.

Stock-based Retailer Incentive Compensation — In May 2010, we issued to Walmart 2,208,552 shares of our Class A common stock, subject to our right to repurchase them at \$0.01 per share upon a qualifying termination of our prepaid card program agreement with Walmart. Prior to May 2015, we recognized each month the fair value of the 36,810 shares issued to Walmart as to which our right to repurchase lapsed using the then-current fair market value of our Class A common stock. We recorded the fair value recognized as stock-based retailer incentive compensation, a contra-revenue component of our total operating revenues. Beginning in May 2015, we no longer record stock-based retailer compensation as a result of our repurchase right lapsing completely. There is no additional stock-based retailer compensation under the terms of the renewed Walmart MoneyCard agreement.

Operating Expenses

We classify our operating expenses into the following four categories:

Sales and Marketing Expenses — Sales and marketing expenses consist primarily of the sales commissions we pay to our retail distributors and brokers, advertising and marketing expenses, and the costs of manufacturing and distributing card packages, placards and promotional materials to our retail distributors and personalized GPR and GoBank cards to consumers who have activated their cards. We generally establish sales commission percentages in long-term distribution agreements with our retail distributors, and aggregate sales commissions are determined by the number of prepaid cards, checking account products and cash transfers sold at their respective retail stores and, in certain cases, by the revenue generated from the ongoing use of those cards. We incur advertising and marketing expenses for television, online and in-store promotions. Advertising and marketing expenses are recognized as incurred and typically deliver a benefit over an extended period of time. For this reason, these expenses do not always track

changes in our operating revenues. Our manufacturing and distribution costs vary primarily based on the number of GPR and GoBank accounts activated by consumers.

Compensation and Benefits Expenses — Compensation and benefits expenses represent the compensation and benefits that we provide to our employees and the payments we make to third-party contractors. While we have an in-house customer service function, we employ third-party contractors to conduct call center operations, handle routine customer service inquiries and provide consulting support in the area of IT operations and elsewhere. Compensation and benefits expenses associated with our customer service and loss management functions generally vary in line with the size of our active card portfolio, while the expenses associated with other functions do not.

Processing Expenses — Processing expenses consist primarily of the fees charged to us by the payment networks, which process transactions for us, the third-party card processors that maintains the records of our customers' accounts and processes transaction authorizations and postings for us, and the third-party banks that issue our accounts. These costs generally vary based on the total number of active accounts in our portfolio and gross dollar volume transacted by those accounts. Also included in processing expenses are bank fees associated with our tax refund processing services. Bank fees generally vary based on the total number of tax refund transfers processed.

Other General and Administrative Expenses — Other general and administrative expenses consist primarily of professional service fees, telephone and communication costs, depreciation and amortization of our property and equipment and intangible assets, changes in contingent consideration, transaction losses (losses from customer disputed transactions, unrecovered customer purchase transaction overdrafts and fraud), rent and utilities, and insurance. We incur telephone and communication costs primarily from customers contacting us through our toll-free telephone numbers. These costs vary with the total number of active cards in our portfolio, as do losses from customer disputed transactions, unrecovered customer purchase transaction overdrafts and fraud. Costs associated with professional services, depreciation and amortization of our property and equipment, amortization of our acquired intangible assets, rent and utilities vary based upon our investment in infrastructure, business development, risk management and internal controls and are generally not correlated with our operating revenues or other transaction metrics.

Income Tax Expense

Our income tax expense consists of the federal and state corporate income taxes accrued on income resulting from the sale of our products and services.

Critical Accounting Policies and Estimates

Reference is made to the critical accounting policies and estimates disclosed in Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the year ended December 31, 2015. There have been no changes to our critical accounting policies and estimates during the nine months ended September 30, 2016.

Recent Accounting Pronouncements

Reference is made to the recent accounting pronouncements disclosed in *Note 2 — Summary of Significant Accounting Policies* to the Consolidated Financial Statements included herein.

Comparison of Three-Month Periods Ended September 30, 2016 and 2015

Operating Revenues

The following table presents a breakdown of our operating revenues among card revenues and other fees, processing and settlement service revenues and interchange revenues:

	Three Months Ended September 30,			
	2016		2015	
	Amount	% of Total Operating Revenues	Amount	% of Total Operating Revenues
(In thousands, except percentages)				
Operating revenues:				
Card revenues and other fees	\$ 79,056	51.2%	\$ 71,870	49.1%
Processing and settlement service revenues	29,898	19.4	28,470	19.4
Interchange revenues	45,540	29.4	46,020	31.5
Total operating revenues	\$ 154,494	100.0%	\$ 146,360	100.0%

Card Revenues and Other Fees — Card revenues and other fees totaled \$79.1 million for the three months ended September 30, 2016, an increase of \$7.2 million, or 10%, from the comparable period in 2015. We believe this increase in revenue reflects a shift in the mix of our legacy active card portfolio toward higher revenue generating customers compared to 2015 and new cards which began selling in Q1 of this year having higher unit economics than the card products these new cards replaced. These factors are contributing to the period-over-period growth in revenue per active card, which we define as operating revenues for our Account Services segment divided by the number of active cards, despite a 9% decline in the number of active cards. See “Financial Results and Trends” for more information.

Processing and Settlement Service Revenues — Processing and settlement service revenues totaled \$29.9 million for the three months ended September 30, 2016, an increase of \$1.4 million, or 5%, from the comparable period in 2015. The increase was driven primarily by an increase in cash transfer revenues as a result of higher revenue earned per transaction due to lower volume of fee-free cash transfers processed on a slightly lower number of cash transfers sold as compared to the three months ended September 30, 2015.

Interchange Revenues — Interchange revenues totaled \$45.5 million for the three months ended September 30, 2016, a decrease of \$0.5 million, or 1%, from the comparable period in 2015. The decrease was the result of a lower effective interchange rate earned on purchase volume due to a mix shift of purchase volume routed by certain merchants to lower revenue generating payment networks than in the prior period.

Operating Expenses

The following table presents a breakdown of our operating expenses among sales and marketing, compensation and benefits, processing, and other general and administrative expenses:

	Three Months Ended September 30,			
	2016		2015	
	Amount	% of Total Operating Revenues	Amount	% of Total Operating Revenues
(In thousands, except percentages)				
Operating expenses:				
Sales and marketing expenses	\$ 56,668	36.7%	\$ 52,873	36.1%
Compensation and benefits expenses	37,900	24.5	40,555	27.7
Processing expenses	25,703	16.6	20,496	14.0
Other general and administrative expenses	34,740	22.5	34,142	23.3
Total operating expenses	\$ 155,011	100.3%	\$ 148,066	101.2%

Sales and Marketing Expenses — Sales and marketing expenses totaled \$56.7 million for the three months ended September 30, 2016, an increase of \$3.8 million, or 7% from the comparable period in 2015. This increase was primarily the result of \$2.3 million of incremental costs of manufacturing and distributing card packages as a result of the continued introduction of our new suite of prepaid card products at our retail distributors.

Compensation and Benefits Expenses — Compensation and benefits expenses totaled \$37.9 million for the three months ended September 30, 2016, a decrease of \$2.7 million or 7% from the comparable period in 2015. The decrease was driven primarily by lower employee salaries and wages and third party contractor costs resulting from a reduction in headcount.

Processing Expenses — Processing expenses totaled \$25.7 million for the three months ended September 30, 2016, an increase of \$5.2 million or 25% from the comparable period in 2015. This increase was primarily the result of higher fees charged to us by our payment networks for ATM and purchase transactions and lower bonus incentives received from our payment networks compared to the prior year.

Other General and Administrative Expenses — Other general and administrative expenses totaled \$34.7 million for the three months ended September 30, 2016, an increase of \$0.6 million or 2%, from the comparable period in 2015. The primary reasons for this increase were due to a write-off of a prior period receivable of approximately \$1.5 million that we determined to be uncollectible and an increase in cardholder transaction losses of approximately \$1.1 million related to a higher number of disputed transactions period-over-period. These increases were partially offset by a reduction in impairment charges associated with internal-use software of \$0.7 million and lower professional fees of \$1.0 million.

Income Tax Expense

The following table presents a breakdown of our effective tax rate among federal, state and other:

	Three Months Ended September 30,	
	2016	2015
U.S. federal statutory tax rate	35.0 %	35.0 %
State income taxes, net of federal tax benefit	331.0	(1.5)
General business credits	428.7	6.1
Employee stock-based compensation	(4.2)	0.9
Transaction costs	—	64.3
Other	(33.4)	4.0
Effective tax rate	757.1 %	108.8 %

During the three months ended September 30, 2016, we recognized an income tax benefit of \$2.3 million and our effective tax rate increased from 108.8% to 757.1%, primarily due to the reversal of previously accrued tax provisions on uncertain tax positions that were no longer necessary due to the expiration of statute of limitations and settlement with certain taxing jurisdictions.

Each quarter we update our estimate of the annual effective tax rate, and if our estimated annual effective tax rate changes, we record a cumulative adjustment in that quarter. The "Other" category in our effective tax rate consists of a variety of permanent differences, none of which were individually significant.

Comparison of Nine-Month Periods Ended September 30, 2016 and 2015

Operating Revenues

The following table presents a breakdown of our operating revenues among card revenues and other fees, processing and settlement service revenues and interchange revenues, as well as contra-revenue items:

	Nine Months Ended September 30,			
	2016		2015	
	Amount	% of Total Operating Revenues	Amount	% of Total Operating Revenues
(In thousands, except percentages)				
Operating revenues:				
Card revenues and other fees	\$ 255,484	45.9%	\$ 242,904	44.7%
Processing and settlement service revenues	152,801	27.5	155,007	28.5
Interchange revenues	147,721	26.6	148,381	27.3
Stock-based retailer incentive compensation	—	—	(2,520)	(0.5)
Total operating revenues	\$ 556,006	100.0%	\$ 543,772	100.0%

Card Revenues and Other Fees — Card revenues and other fees totaled \$255.5 million for the nine months ended September 30, 2016, an increase of \$12.6 million, or 5%, from the comparable period in 2015. The increase was driven by a shift in the mix of our active card portfolio consisting of higher revenue generating customers and better unit economics on our new card products, which increased monthly maintenance fees and ATM fees earned, partially offset by lower new card fees for the comparable periods. These increases are contributing to the period-over-period growth in revenue per active card despite a decline in number of active cards.

Processing and Settlement Service Revenues — Processing and settlement service revenues totaled \$152.8 million for the nine months ended September 30, 2016, a decrease of \$2.2 million, or 1%, from the comparable period in 2015. The number of cash transfers sold and tax refund transfers processed each decreased period-over-period. In each case, the decline in transactions were partially offset by higher revenue per transaction. The number of cash transfers sold decreased period-over-period due to the suspension of our MoneyPak PIN product, which was discontinued in the first quarter of 2015 and reintroduced in April 2016.

Interchange Revenues — Interchange revenues totaled \$147.7 million for the nine months ended September 30, 2016, a decrease of \$0.7 million, or 0.5%, from the comparable period in 2015. The decrease was the result of a lower

effective interchange rate earned on purchase volume. This average rate decline was the result of a shift in the mix of payment networks and payment types, which can fluctuate from period to period.

Stock-based Retailer Incentive Compensation — As a result of our repurchase right lapsing in May 2015, we had no stock-based retailer incentive compensation for the nine months ended September 30, 2016, a decrease of \$2.5 million with the comparable period in 2015.

Operating Expenses

The following table presents a breakdown of our operating expenses among sales and marketing, compensation and benefits, processing, and other general and administrative expenses:

	Nine Months Ended September 30,			
	2016		2015	
	Amount	% of Total Operating Revenues	Amount	% of Total Operating Revenues
(In thousands, except percentages)				
Operating expenses:				
Sales and marketing expenses	\$ 183,609	33.0%	\$ 169,997	31.3%
Compensation and benefits expenses	122,079	22.0	123,370	22.7
Processing expenses	80,760	14.5	78,216	14.4
Other general and administrative expenses	102,720	18.5	101,081	18.6
Total operating expenses	\$ 489,168	88.0%	\$ 472,664	87.0%

Sales and Marketing Expenses — Sales and marketing expenses totaled \$183.6 million for the nine months ended September 30, 2016, an increase of \$13.6 million, or 8% from the comparable period in 2015. The increase was primarily the result of \$11.4 million of incremental costs of manufacturing and distributing card packages as a result of the continued introduction of our new suite of prepaid card products at our retail distributors. Sales and marketing expenses also increased due to an increase in sales commission expenses due in part to the increased sales commission rate we pay Walmart in May 2015.

Compensation and Benefits Expenses — Compensation and benefits expenses totaled \$122.1 million for the nine months ended September 30, 2016, a decrease of \$1.3 million, or 1.1% from the comparable period in 2015. Salaries and wages and third party contractor expenses decreased by approximately \$3.1 million, offset by an increase of \$1.8 million in stock-based compensation.

Processing Expenses — Processing expenses totaled \$80.8 million for the nine months ended September 30, 2016, an increase of \$2.6 million or 3% from the comparable period in 2015. This increase was primarily the result of higher fees charged to us by our payment networks for ATM and purchase transactions and lower bonus incentives received from our payment networks compared to the prior year.

Other General and Administrative Expenses — Other general and administrative expenses totaled \$102.7 million for the nine months ended September 30, 2016, an increase of \$1.6 million, or 2% from the comparable period in 2015. Other general and administrative expenses increased primarily due to year-over-year increases of \$2.7 million in depreciation and amortization of property and equipment and cardholder transaction losses of \$1.5 million, and a year-over-year decrease of \$2.0 million in gains associated with the change in fair value of contingent consideration. These increases were offset by an absence in impairment charges during the current period, as we recorded \$5.7 million associated with the write down of certain internal-use software during the nine months ended September 30, 2015.

Income Tax Expense

The following table presents a breakdown of our effective tax rate among federal, state and other:

	Nine Months Ended September 30,	
	2016	2015
U.S. federal statutory tax rate	35.0 %	35.0 %
State income taxes, net of federal tax benefit	1.6	2.6
General business credits	(3.5)	(1.3)
Employee stock-based compensation	0.6	1.0
Transaction costs	—	(1.9)
Other	(0.1)	1.2
Effective tax rate	33.6 %	36.6 %

Our income tax expense decreased by \$4.0 million to \$21.7 million for the nine months ended September 30, 2016 from the comparable period in 2015 due to a lower pretax income on a period-over period basis and an overall lower effective tax rate. Our effective tax rate decreased to 33.6% from 36.6%, primarily due to the reversal of previously accrued tax provisions on uncertain tax positions that were no longer necessary due to the expiration of statute of limitations and settlement with certain taxing jurisdictions.

The "Other" category in our effective tax rate consists of a variety of permanent differences, none of which were individually significant.

Liquidity and Capital Resources

The following table summarizes our major sources and uses of cash for the periods presented:

	Nine Months Ended September 30,	
	2016	2015
	(In thousands)	
Total cash provided by (used in)		
Operating activities	\$ 100,140	\$ 113,749
Investing activities	(106,122)	(197,815)
Financing activities	(168,615)	(33,417)
Decrease in unrestricted cash and cash equivalents and federal funds sold	\$ (174,597)	\$ (117,483)

For the nine months ended September 30, 2016 and 2015, we financed our operations primarily through our cash flows from operations and certain financing activities. At September 30, 2016, our primary source of liquidity was unrestricted cash and cash equivalents totaling \$597.5 million. We also consider our \$220.0 million of available-for-sale investment securities to be highly-liquid instruments.

We use trend and variance analysis as well as our detailed budgets and forecasts to project future cash needs, making adjustments to the projections when needed. We believe that our current unrestricted cash and cash equivalents, cash flows from operations and borrowing capacity under our senior credit facility will be sufficient to meet our working capital, capital expenditure, debt service requirements and remaining purchases under our \$150 million stock repurchase program, as discussed below, for at least the next 12 months.

Cash Flows from Operating Activities

Our \$100.1 million of net cash provided by operating activities in the nine months ended September 30, 2016 was primarily the result of \$42.9 million of net income, adjusted for certain non-cash operating items of \$66.9 million. These were offset by decreases in net changes in our working capital assets and liabilities of \$9.7 million. Our \$113.7 million of net cash provided by operating activities in the nine months ended September 30, 2015 was primarily the result of \$44.5 million of net income, adjusted for certain non-cash operating items of \$67.0 million, decreases in accounts receivable and deferred expenses of \$29.2 million and \$11.3 million, respectively, and an increase in our income tax payable of \$16.7 million. These were offset by decreases in accounts payable and other accrued liabilities and deferred revenue of \$29.0 million and \$14.3 million, respectively.

Cash Flows from Investing Activities

Our \$106.1 million of net cash used in investing activities in the nine months ended September 30, 2016 reflects payments for the acquisition of property and equipment of \$33.3 million, purchases of available-for-sale investment securities, net of sales and maturities, of \$39.1 million and an increase of \$34.3 million in our restricted cash balances. Our \$197.8 million of net cash used in investing activities in the nine months ended September 30, 2015 reflects payments for a business acquisition and the acquisition of property and equipment of \$65.2 million and \$37.4 million, respectively, as well as purchases of available-for-sale investment securities, net of sales and maturities, of \$94.3 million.

Cash Flows from Financing Activities

Our \$168.6 million of net cash used in financing activities during the nine months ended September 30, 2016 was primarily the result of decreases of \$59.2 million in customer deposits and \$36.0 million in obligations to customers, \$59.0 million used for our stock repurchase program and \$16.9 million in repayments of our note payable. Our \$33.4 million of net cash used in financing activities in the nine months ended September 30, 2015 was primarily the result of a \$65.4 million decrease in customer deposits, \$16.9 million in repayments of our note payable and \$40.0 million used for our stock repurchase program, offset by a net increase in obligations to customers of \$90.8 million.

Commitments

We anticipate that we will continue to purchase property and equipment as necessary in the normal course of our business. The amount and timing of these purchases and the related cash outflows in future periods is difficult to predict and is dependent on a number of factors including the hiring of employees, the rate of change of computer hardware and software used in our business and our business outlook. During the remainder of 2016 and 2017, we intend to continue to invest in new products and programs, new features for our existing products and IT infrastructure to scale and operate effectively to meet our strategic objectives.

We have used cash to acquire businesses and technologies and we anticipate that we may continue to do so in the future. The nature of these transactions makes it difficult to predict the amount and timing of such cash requirements. We may also be required to raise additional financing to complete future acquisitions.

Additionally, we may make ongoing cash contributions to our subsidiary bank, Green Dot Bank, to maintain its capital, leverage and other financial commitments at levels we have agreed to with our regulators. Our investment securities may also act as short-term collateral to Green Dot Bank to satisfy any requirements associated with its legal lending limit.

Senior Credit Facility

In October 2014, we entered into a \$225 million credit agreement with Bank of America, N.A., as administrative agent, Wells Fargo Bank, National Association, and other lenders party thereto. The agreement provides for (i) a \$75 million five-year revolving facility (the "Revolving Facility") and (ii) a five-year \$150 million term loan facility (the "Term Facility" and, together with the Revolving Facility, the "Senior Credit Facility"). At our election, loans made under the credit agreement bear interest at (1) a LIBOR rate or (2) a base rate as defined in the agreement, plus an applicable margin (3.27% as of September 30, 2016). The balance outstanding on the Term Facility was \$105.9 million and \$121.7 million at September 30, 2016 and December 31, 2015, respectively, net of deferred financing fees. Quarterly principal payments of \$5.6 million are payable on the loans under the Term Facility. The loans made under the Term Facility mature and all amounts then outstanding thereunder are payable on October 23, 2019. There were no borrowings on the Revolving Facility at September 30, 2016. We are also subject to certain financial covenants, which include maintaining a minimum fixed charge coverage ratio and a maximum consolidated leverage ratio at the end of each fiscal quarter, as defined in the agreement, as amended. At September 30, 2016, we were in compliance with all such covenants.

Stock Repurchase Program

In June 2015, we announced that our Board of Directors had authorized a stock repurchase program for the repurchase of up to \$150 million of our common stock. The stock repurchase program will continue until otherwise suspended, terminated or modified at any time for any reason by our Board of Directors.

In September 2015, we entered into an accelerated share repurchase agreement ("ASR") with a financial institution to repurchase shares of our common stock as part of our repurchase program. Under the ASR agreement, in exchange for an up-front payment of \$40 million, we received an initial delivery of approximately 1.8 million shares on September 4, 2015 based on the then current market price of our stock. The ASR settled in January 2016 and the total number of shares repurchased was approximately 2.3 million at an average price of \$17.08 per share.

In December 2015, we entered into a \$10 million agreement to repurchase shares under Rule 10b5-1 of the Exchange Act. As of September 30, 2016, we repurchased approximately 0.6 million shares, at an average share price of \$16.15 under this plan. Repurchases under this agreement were completed in January 2016.

In February 2016, we entered into an additional ASR with a financial institution, subject to receiving the consent from the lenders under our Senior Credit Facility. The ASR agreement became effective in April 2016 at which point we were required to make an up-front payment of \$50 million in exchange for an initial delivery of approximately 1.9 million shares on April 11, 2016 based on the then current market price of our stock. The ASR settled in October 2016 and the total number of shares repurchased was approximately 2.2 million at an average price of \$22.54 per share.

After giving effect to our share repurchases to date, the remaining authorized amount under the current authorization totaled \$50 million.

Contractual Obligations

There have been no material changes in our contractual obligations disclosed in Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the year ended December 31, 2015.

Off-Balance Sheet Arrangements

As of and for the nine months ended September 30, 2016 and 2015, we did not have any relationships with unconsolidated organizations or financial partnerships, such as structured finance or special purpose entities that would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Capital Requirements for Bank Holding Companies

Our subsidiary bank, Green Dot Bank, is a member bank of the Federal Reserve System and our primary regulators are the Federal Reserve Board and the Utah Department of Financial Institutions. We are subject to various regulatory capital requirements administered by the banking agencies. Failure to meet minimum capital requirements can initiate certain mandatory actions by regulators that, if undertaken, could have a direct material effect on our financial statements. Under capital adequacy guidelines, we must meet specific capital guidelines that involve quantitative measures of the assets, liabilities and certain off-balance sheet items as calculated under regulatory accounting practices. The capital amounts and classification are also subject to qualitative judgments by the regulators about components, risk weightings and other factors.

In July 2013, the Federal Reserve and other U.S. banking regulators approved final rules regarding new risk-based capital, leverage and liquidity standards, known as "Basel III." The Basel III rules, which became effective for us and our bank on January 1, 2015, are subject to certain phase-in periods that occur over several years. The U.S. Basel III rules contain new capital standards that change the composition of capital, increase minimum capital ratios and strengthen counterparty credit risk capital requirements. The Basel III rules also include a new definition of common equity Tier 1 capital and require that certain levels of such common equity Tier 1 capital be maintained. The rules also include a new capital conservation buffer, which impose a common equity requirement above the new minimum that can be depleted under stress, and could result in restrictions on capital distributions and discretionary bonuses under certain circumstances, as well as a new standardized approach for calculating risk-weighted assets. Under the Basel III rules, we must maintain a ratio of common equity Tier 1 capital to risk-weighted assets of at least 4.5%, a ratio of Tier 1 capital to risk-weighted assets of at least 6%, a ratio of total capital to risk-weighted assets of at least 8% and a minimum Tier 1 leverage ratio of 4.0%.

As of September 30, 2016 and December 31, 2015, we were categorized as "well capitalized" under the regulatory framework for prompt corrective action. To be categorized as "well capitalized," we must maintain specific total risk-based, Tier 1 risk-based and Tier 1 leverage ratios as set forth in the table below. There are no conditions or events since September 30, 2016 which management believes would have changed our category as "well capitalized."

The actual amounts and ratios, and required "well capitalized" minimum capital amounts and ratios at September 30, 2016 and December 31, 2015 were as follows:

September 30, 2016				
Amount	Ratio	Regulatory Minimum ⁽¹⁾	"Well-capitalized" Minimum ⁽¹⁾	
(In thousands, except ratios)				
Green Dot Corporation:				
Tier 1 leverage	317,081	24.9%	4.0%	n/a
Common equity Tier 1 capital	317,081	60.5%	4.5%	n/a
Tier 1 capital	317,081	60.5%	6.0%	6.0%
Total risk-based capital	318,507	60.8%	8.0%	10.0%
Green Dot Bank:				
Tier 1 leverage	136,194	17.6%	15.0%	15.0%
Common equity Tier 1 capital	136,194	56.1%	4.5%	6.5%
Tier 1 capital	136,194	56.1%	6.0%	8.0%
Total risk-based capital	136,466	56.2%	8.0%	10.0%

December 31, 2015				
Amount	Ratio	Regulatory Minimum ⁽¹⁾	"Well-capitalized" Minimum ⁽¹⁾	
(In thousands, except ratios)				
Green Dot Corporation:				
Tier 1 leverage	347,801	25.9%	4.0%	n/a
Common equity Tier 1 capital	347,801	70.7%	4.5%	n/a
Tier 1 capital	347,801	70.7%	6.0%	6.0%
Total risk-based capital	349,396	71.1%	8.0%	10.0%
Green Dot Bank:				
Tier 1 leverage	152,737	20.4%	15.0%	15.0%
Common equity Tier 1 capital	152,737	132.2%	4.5%	6.5%
Tier 1 capital	152,737	132.2%	6.0%	8.0%
Total risk-based capital	153,164	132.5%	8.0%	10.0%

(1) The tier 1 leverage regulatory minimum and well-capitalized minimum ratios for banks is 4% and 5%, respectively. Our subsidiary bank is subject to separate tier 1 leverage requirements that we have committed to with the Federal Reserve Board and Utah Department of Financial Institutions.

ITEM 3. Quantitative and Qualitative Disclosures about Market Risk

Market risk is the potential for economic losses from changes in market factors such as foreign currency exchange rates, credit, interest rates and equity prices. We believe that we have limited exposure to risks associated with changes in foreign currency exchange rates, interest rates and equity prices. We have no significant foreign operations. We do not hold or enter into derivatives or other financial instruments for trading or speculative purposes.

Interest rates

We do not consider our cash and cash equivalents or our investment securities to be subject to significant interest rate risk due to their short duration.

As of September 30, 2016, we had \$105.9 million term loan, net of deferred financing costs, outstanding under our \$225.0 million credit agreement. Refer to *Note 9 — Note Payable* to the Consolidated Financial Statements included herein for additional information. Our term loan and revolving credit facility are, and are expected to be, at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income would decrease. Although any short-term borrowings under our revolving credit facility would likely be insensitive to interest rate changes, interest expense on short-term borrowings will increase and decrease with changes in the underlying short-term interest rates. Assuming our credit agreement is drawn up to its maximum borrowing capacity of \$225.0 million, based on the applicable LIBOR and margin in effect as of September 30, 2016, each quarter point of change in interest rates would result in a \$0.6 million change in our annual interest expense. We actively monitor our interest rate exposure and our objective is to reduce, where we deem appropriate to do so, fluctuations in earnings and cash flows associated with changes in interest rates. In order to accomplish this objective, we may enter into derivative financial instruments, such as forward contracts and interest rate hedge contracts only to the extent necessary to manage our exposure. We do not hold or enter into derivatives or other financial instruments for trading or speculative purposes.

Credit and liquidity risk

We do have exposure to credit and liquidity risk associated with the financial institutions that hold our cash and cash equivalents, restricted cash, available-for-sale investment securities, settlement assets due from our retail distributors that collect funds and fees from our customers and other business partners, and amounts due from our issuing banks for fees collected on our behalf.

We manage the credit and liquidity risk associated with our cash and cash equivalents, available-for-sale investment securities and amounts due from issuing banks by maintaining an investment policy that restricts our correspondent banking relationships to approved, well capitalized institutions and restricts investments to highly liquid, low credit risk assets. Our policy has limits related to liquidity ratios, the concentration that we may have with a single institution or issuer and effective maturity dates as well as restrictions on the type of assets that we may invest in. The management Asset Liability Committee is responsible for monitoring compliance with our Capital Asset Liability Management policy and related limits on an ongoing basis, and reports regularly to the audit committee of our board of directors.

Our exposure to credit risk associated with our retail distributors and business partners is mitigated due to the short time period, currently an average of two days that settlement assets are outstanding. We perform an initial credit review and assign a credit limit to each new retail distributor and business partner. We monitor each retail distributor's and business partner's settlement asset exposure and its compliance with its specified contractual settlement terms on a daily basis and assess their credit limit and financial condition on a periodic basis. Our management's Enterprise Risk Management Committee is responsible for monitoring our retail distributor exposure and assigning credit limits and reports regularly to the audit committee of our board of directors.

ITEM 4. Controls and Procedures

Disclosure controls and procedures — Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 13d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) at the end of the period covered by this report. Based on such evaluation of our disclosure controls and procedures, our Chief Executive Officer and Chief Financial Officer have concluded that, at the end of such period, our disclosure controls and procedures were effective to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Change in internal control over financial reporting — There was no material change in our internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) during the three months ended September 30, 2016 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Limitations on Effectiveness of Controls — Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal controls will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our company have been detected.

PART II

ITEM 1. Legal Proceedings

Refer to Note 15 — *Commitments and Contingencies* to the Consolidated Financial Statements included herein for information regarding our legal proceedings.

ITEM 1A. Risk Factors

Risks Related to Our Business

Our operating results may fluctuate in the future, which could cause our stock price to decline.

Our quarterly and annual results of operations may fluctuate in the future as a result of a variety of factors, many of which are outside of our control. If our results of operations fall below the expectations of investors or any securities analysts who follow our Class A common stock, the trading price of our Class A common stock could decline substantially. Fluctuations in our quarterly or annual results of operations might result from a number of factors, including, but not limited to:

- the timing and volume of purchases, use and reloads of our prepaid cards and other products and services;
- the timing and volume of tax refunds processed by us, including the impact of any general delays in tax refund disbursements from the U.S. and State Treasuries;
- the timing and success of new product or service introductions by us or our competitors;
- seasonality in the purchase or use of our products and services;
- changes in the level of interchange rates that can be charged;
- fluctuations in customer retention rates;
- changes in the mix of products and services that we sell;
- changes in the mix of retail distributors through which we sell our products and services;
- the timing of commencement, renegotiation or termination of relationships with significant retail distributors and network acceptance members;
- the timing of commencement of new product development and initiatives that cause us to expand into new distribution channels, the timing of costs of existing product roll-outs to new retail distributors and the length of time we must invest in those new products, channels or retail distributors before they generate material operating revenues;
- our ability to effectively sell our products through online and direct mail marketing initiatives;
- our ability to obtain timely regulatory approval for strategic initiatives;
- changes in our or our competitors' pricing policies or sales terms;
- significant changes in our risk policies and controls;
- the amount and timing of costs related to fraud losses;
- the amount and timing of commencement and termination of major advertising campaigns, including sponsorships;
- the amount and timing of costs related to the development or acquisition of complementary businesses;
- the amount and timing of costs of any major litigation to which we are a party;
- disruptions in the performance of our products and services and the associated financial impact thereof;
- the amount and timing of capital expenditures and operating costs related to the maintenance and expansion of our business, operations and infrastructure, including our investments in a processing solution to replace our current processing services provider;
- accounting charges related to impairment of capitalized internal-use software, intangible assets and goodwill;

- our ability to control costs, including third-party service provider costs and sales and marketing expenses in an increasingly competitive market;
- volatility in the trading price of our Class A common stock, which may lead to higher or lower stock-based compensation expenses; and
- changes in the political or regulatory environment affecting the banking or electronic payments industries generally or the industries for prepaid financial services and tax refund processing specifically.

The loss of operating revenues from Walmart or any of our largest retail distributors would adversely affect our business.

Historically, most of our operating revenues were derived from prepaid financial services sold at our four largest retail distributors. As a percentage of total operating revenues, operating revenues derived from products and services sold at the store locations of Walmart was approximately 49% and 43% for the three and nine months ended September 30, 2016, respectively. We expect that Walmart will continue to have a significant impact on our operating revenues in future periods, particularly in our Account Services segment. It would be difficult to replace Walmart and the operating revenues derived from products and services sold at their stores. Accordingly, the loss of Walmart would have a material adverse effect on our business and results of operations. In addition, any publicity associated with the loss of any of our large retail distributors could harm our reputation, making it more difficult to attract and retain consumers and other retail distributors, and could lessen our negotiating power with our remaining and prospective retail distributors.

Our contracts with our retail distributors have terms that expire at various dates through 2021, and they can in limited circumstances, such as our material breach or insolvency or, in the case of Walmart, our failure to meet agreed-upon service levels, certain changes in control, and our inability or unwillingness to agree to requested pricing changes, be terminated by these retail distributors on relatively short notice. There can be no assurance that we will be able to continue our relationships with our largest retail distributors on the same or more favorable terms in future periods or that our relationships will continue beyond the terms of our existing contracts with them. Our operating revenues and results of operations could suffer if, among other things, any of our retail distributors renegotiates, terminates or fails to renew, or to renew on similar or favorable terms, its agreement with us or otherwise chooses to modify the level of support it provides for our products.

Our base of tax preparation partners is concentrated and our success depends in part on our ability to retain existing partners.

If one or more of our major tax preparation partners were to substantially reduce or stop offering our services to their customers, our business, operating results and financial condition would be harmed. Substantially all the revenues we generate from our tax refund processing services have come from sales through a relatively small number of tax preparation firms. We do not have long-term contractual commitments from any of our current tax preparation partners and our tax preparation partners may elect to not renew their contracts with us with little or no advance notice. As a result, we cannot be assured that any of our current tax preparation partners will continue to partner with us past the terms in their current agreements. A termination of our relationships with certain tax preparation partners that provide commercial tax preparation software would result in lost revenue and the loss of the ability to secure future relationships with new or existing tax preparation firms that use such tax software.

Our future success depends upon the active and effective promotion of our products and services by retail distributors and tax preparation partners, but their interests and operational decisions might not always align with our interests.

Most of our operating revenues are derived from our products and services sold at the stores of our retail distributors. In addition, a large portion of our Processing and Settlement Services revenues are dependent on tax preparation partners as the revenues we generate from our tax refund processing services are largely derived from products and services sold through retail tax preparation businesses and income tax software providers. Revenues from our retail distributors and tax preparation partners depend on a number of factors outside our control and may vary from period to period. Because we compete with many other providers of products and services, including competing prepaid cards and tax refund processing services, for placement and promotion of products in the stores of our retail distributors or in conjunction with the delivery of tax preparation services by our tax preparation providers, our success depends on our retail distributors and tax preparation partners and their willingness to promote our products and services successfully. In general, our contracts with these third parties allow them to exercise significant discretion over the placement and promotion of our products and services; they could give higher priority to the products and services of other companies for a variety of reasons. Accordingly, losing the support of our retail distributors and tax preparation partners might limit or reduce the sales of our products and services. Our operating revenues and operating expenses

may also be negatively affected by operational decisions by our retail distributors and tax preparation partners. For example, if a retail distributor reduces shelf space for our products or implements changes in its systems that disrupt the integration between its systems and ours, our product sales could be reduced or decline and we may incur additional merchandising costs to ensure our products are appropriately stocked. Similarly, for a variety of reasons, many of our tax preparation partners that provide commercial income tax preparation software offer their customers several types for tax refund processing services, including those of our competitors. Even if our retail distributors and tax preparation partners actively and effectively promote our products and services, there can be no assurance that their efforts will maintain or result in growth of our operating revenues.

Our operating revenues for a particular period are difficult to predict, and a shortfall in our operating revenues may harm our results of operations.

Our operating revenues for a particular period are difficult to predict. Our total operating revenues may decline or grow at a slower rate than in prior periods. Our ability to meet financial expectations could be adversely affected by various factors, such as delays in implementing or realizing expected benefits from revenue growth activities, increased competition within the store locations of many of our largest retail distributors and reputational damage and unreimbursed losses associated with disruption in the performance of our products and services.

Our ability to increase card usage and cardholder retention and to attract new long-term users of our products can also have a significant effect on our operating revenues. We may be unable to generate increases in card usage, cardholder retention or attract new long-term users of our products for a number of reasons, including our inability to maintain our existing distribution channels, the failure of our cardholder retention and usage incentives to influence cardholder behavior, our inability to predict accurately consumer preferences or industry changes and to modify our products and services on a timely basis in response thereto, and our inability to produce new features and services that appeal to existing and prospective customers. As a result, our results of operations could vary materially from period to period based on the degree to which we are successful in increasing card usage and cardholder retention and attracting long-term users of our products.

Either of the above factors could have a material adverse impact on our business, operating results and financial condition.

Seasonal fluctuations in the use of our products and services impact our results of operations and cash flows.

Our results of operations and cash flows vary from quarter to quarter, and periodically decline, due to the seasonal nature of the use of our products and services. For example, in recent years, our results of operations for the first half of each year have been favorably affected by large numbers of taxpayers electing to receive their tax refunds via direct deposit on our cards, which caused our operating revenues to be typically higher in the first halves of those years than they were in the corresponding second halves of those years. Additionally, our tax refund processing services business is highly seasonal as it generates the substantial majority of its revenue in the first quarter, and substantially all of its revenue in the first half of each calendar year. To the extent that seasonal fluctuations become more pronounced, or are not offset by other factors, our results of operations and operating cash flows could fluctuate materially from period to period.

The industries in which we compete are highly competitive, which could adversely affect our results of operations.

The prepaid financial services and tax refund services industries are highly competitive and include a variety of financial and non-financial services vendors. We expect conditions in the markets in which we compete will remain highly competitive. For example, Walmart, CVS and other retail distributors have been selling competitive products at their store locations for the past several years. Competition is expected to negatively impact our operating revenues, and could cause us to compete on the basis of price or increase our sales and marketing expenses, any of which would likely seriously harm our business, results of operations and financial condition. Our current and potential competitors include:

- prepaid card program managers, such as American Express, First Data, Total Systems Services, and traditional banks, such as J.P. Morgan Chase;
- reload network providers, such as Visa, Western Union and MoneyGram;
- prepaid card distributors, such as InComm and Blackhawk Network; and
- providers of tax refund processing services, including tax preparation businesses with their own internally-developed products and services and independent providers, such as Republic Bank & Trust Company.

Some of these vendors compete with us in more than one of the vendor categories described above, while others are primarily focused in a single category. In addition, competitors in one category have worked or are working with competitors in other categories to compete with us. A portion of our cash transfer revenues is derived from reloads to cards managed by companies that compete with us as program managers. We also face actual and potential competition from retail distributors or from other companies, such as PayPal and Visa that have decided or may in the future decide to compete, or compete more aggressively, in the prepaid financial services industry. Similarly, some of our tax preparation partners have developed or may seek to develop their own products and services that compete with our tax refund processing services.

We also compete with businesses outside of the prepaid financial services industry, including traditional providers of financial services, such as banks that offer demand deposit accounts and card issuers that offer credit cards, private label retail cards and gift cards. In particular, our GoBank product is designed to compete directly with banks by providing products and services that they have traditionally provided. These and other competitors in the larger electronic payments industry are introducing innovative products and services, such as those involving radio frequency and proximity payment devices (such as contactless cards), e-commerce and mobile commerce, that compete with ours. We expect that this competition will continue as the prepaid financial services industry and the larger banking and electronic payments industry continues to evolve. We also expect to compete with businesses outside the traditional tax refund processing services industry in the future as new entrants seek to develop software solutions that may replace the need for our tax refund processing services.

Many existing and potential competitors have longer operating histories and greater name recognition than we do. In addition, many of our existing and potential competitors are substantially larger than we are, may already have or could develop substantially greater financial and other resources than we have, may offer, develop or introduce a wider range of programs and services than we offer or may use more effective advertising and marketing strategies than we do to achieve broader brand recognition, customer awareness and retail penetration. We could also experience increased price competition. If this happens, we expect that the purchase and use of our products and services would decline. If price competition materially intensifies, we may have to increase the incentives that we offer to our retail distributors and our tax preparation partners and decrease the prices of our products and services, any of which would likely adversely affect our operating results.

Our long-term success depends on our ability to compete effectively against existing and potential competitors that seek to provide prepaid cards or other electronic payment products and services or tax refund processing services. If we fail to compete effectively against any of the foregoing threats, our revenues, results of operations, prospects for future growth and overall business could be materially and adversely affected.

We make significant investments in products and services that may not be successful.

Our prospects for growth depend on our ability to innovate by offering new, and adding value to our existing, product and service offerings and on our ability to effectively commercialize such innovations. We will continue to make investments in research, development, and marketing for new products and services, including our secured credit card product, the Green Dot Money marketplace and our on-demand workforce solutions. Investments in new products and services are speculative. Commercial success depends on many factors, including innovativeness, price, the competitive environment and effective distribution and marketing. If customers do not perceive our new offerings as providing significant value, they may fail to accept our new products and services, which would negatively impact our operating revenues. We may not achieve significant operating revenues from new product and service investments for a number of years, if at all. Moreover, new products and services may not be profitable, and even if they are profitable, operating margins for new products and services may not be as high as the margins we have experienced in the past.

Acquisitions or investments could disrupt our business and harm our financial condition.

We have in the past acquired, and we expect to acquire in the future, other businesses and technologies. The process of integrating an acquired business, product, service or technology can create unforeseen operating difficulties, expenditures and other challenges such as:

- increased regulatory and compliance requirements;
- regulatory restrictions on revenue streams of acquired businesses;
- implementation or remediation of controls, procedures and policies at the acquired company;
- diversion of management time and focus from operation of our then-existing business to acquisition integration challenges;
- coordination of product, sales, marketing and program, and systems management functions;

- transition of the acquired company's users and customers onto our systems;
- retention of employees from the acquired company;
- integration of employees from the acquired company into our organization;
- integration of the acquired company's accounting, information management, human resource and other administrative systems and operations generally with ours;
- liability for activities of the acquired company prior to the acquisition, including violations of law, commercial disputes, and tax and other known and unknown liabilities; and
- increased litigation or other claims in connection with the acquired company, including claims brought by terminated employees, customers, former stockholders or other third parties.

If we are unable to successfully integrate an acquired business or technology or otherwise address these difficulties and challenges or other problems encountered in connection with an acquisition, we might not realize the anticipated benefits of that acquisition, we might incur unanticipated liabilities or we might otherwise suffer harm to our business generally. Unanticipated costs, delays or other operational or financial problems related to integrating the acquired company and business with our company may result in the diversion of our management's attention from other business issues and opportunities. To integrate acquired businesses, we must implement our technology systems in the acquired operations and integrate and manage the personnel of the acquired operations. We also must effectively integrate the different cultures of acquired business organizations into our own in a way that aligns various interests, and may need to enter new markets in which we have no or limited experience and where competitors in such markets have stronger market positions. Failures or difficulties in integrating the operations of the businesses that we acquire, including their personnel, technology, compliance programs, risk management systems, financial systems, distribution and general business operations and procedures, marketing, promotion and other relationships, may affect our ability to grow and may result in us incurring asset impairment or restructuring charges. Furthermore, acquisitions and investments are often speculative in nature and the actual benefits we derive from them could be lower or take longer to materialize than we expect.

To the extent we pay the consideration for any future acquisitions or investments in cash, it would reduce the amount of cash available to us for other purposes. Future acquisitions or investments could also result in dilutive issuances of our equity securities or the incurrence of debt, contingent liabilities, amortization expenses, or impairment charges against goodwill on our balance sheet, any of which could harm our financial condition and negatively impact our stockholders.

Fraudulent and other illegal activity involving our products and services could lead to reputational damage to us, reduce the use and acceptance of our cards and reload network, reduce the use of our tax refund processing services, and may adversely affect our financial position and results of operations.

Criminals are using increasingly sophisticated methods to engage in illegal activities involving prepaid cards, reload products or customer information. In addition, to the extent our checking account products become widely adopted by consumers, we expect that criminals will target our checking account products as well. Illegal activities involving our products and services often include malicious social engineering schemes, where people are asked to provide a prepaid card or reload product in order to obtain a loan or purchase goods or services. Illegal activities may also include fraudulent payment or refund schemes and identity theft. We rely upon third parties for some transaction processing services, which subjects us and our customers to risks related to the vulnerabilities of those third parties. A single significant incident of fraud, or increases in the overall level of fraud, involving our cards and other products and services, have in the past and could in the future result in reputational damage to us. Such damage could reduce the use and acceptance of our cards and other products and services, cause retail distributors or network acceptance members to cease doing business with us or lead to greater regulation that would increase our compliance costs. Fraudulent activity could also result in the imposition of regulatory sanctions, including significant monetary fines, which could adversely affect our business, results of operations and financial condition. Furthermore, to address the challenges we face with respect to fraudulent activity, we have implemented risk control mechanisms that have made it more difficult for all customers, including legitimate customers, to obtain and use our products and services. We believe it is likely that our risk control mechanisms may continue to adversely affect our new card activations from legitimate customers for the foreseeable future and that our operating revenues will be negatively impacted as a result.

As a bank holding company, we are subject to extensive and potentially changing regulation and may be required to serve as a source of strength for Green Dot Bank, which may adversely affect our business, financial position and results of operations.

As a bank holding company, we are subject to comprehensive supervision and examination by the Federal Reserve Board and the State of Utah Department of Financial Institutions and must comply with applicable regulations and other commitments we have agreed to, including financial commitments in respect to minimum capital and leverage requirements. If we fail to comply with any of these requirements, we may become subject to formal or informal enforcement actions, proceedings, or investigations, which could result in regulatory orders, restrictions on our business operations or requirements to take corrective actions, which may, individually or in the aggregate, affect our results of operations and restrict our ability to grow. If we fail to comply with the applicable capital and leverage requirements, or if our subsidiary bank fails to comply with its applicable capital and leverage commitments, the Federal Reserve Board may limit our ability to pay dividends or fund stock repurchases, or if we become less than adequately capitalized, require us to raise additional capital. In addition, as a bank holding company and a financial holding company, we are generally prohibited from engaging, directly or indirectly, in any activities other than those permissible for bank holding companies and financial holding companies. This restriction might limit our ability to pursue future business opportunities which we might otherwise consider but which might fall outside the scope of permissible activities.

Moreover, in response to the financial crisis of 2008 and the Wall Street Reform and Consumer Protection Act, or the Dodd-Frank Act, banking supervisors in the United States continue to implement a variety of new requirements on banking entities. Some of these requirements apply or will apply directly to us or to our subsidiary bank, while certain requirements apply or will apply only to larger institutions. Although we cannot anticipate the final form of many of these regulations, how they will affect our business or results of operations, or how they will change the competitive landscape in which we operate, such regulations could have a material adverse impact on our business and financial condition, particularly if they make it more difficult for us or our retail distributors to sell our card products.

Changes in laws and regulations to which we are subject, or to which we may become subject, may increase our costs of operation, decrease our operating revenues and disrupt our business.

The provision of banking services, prepaid financial services and tax refund processing services is highly regulated and, from time to time, the laws and regulations affecting these industries, and the manner in which they are interpreted, are subject to change and legal action. Accordingly, changes in laws and regulations or the interpretation or enforcement thereof may occur that could increase our compliance and other costs of doing business, require significant systems redevelopment, or render our products or services less profitable or obsolete, any of which could have an adverse effect on our results of operations. For example, we could face more stringent anti-money laundering rules and regulations, as well as more stringent licensing rules and regulations, compliance with which could be expensive and time consuming. In addition, adverse rulings relating to the industries in which we participate could cause our products and services to be subject to additional laws and regulations, which could make our products and services less profitable.

If additional regulatory requirements were imposed on the sale of our products and services and our bank, the requirements could lead to a loss of retail distributors or tax preparation partners, which, in turn, could materially and adversely impact our operations. Moreover, if our products are adversely impacted by the interpretation or enforcement of these regulations or we or any of our retail distributors or tax preparation partners were unwilling or unable to make any such operational changes to comply with the interpretation or enforcement thereof, we would no longer be able to sell our products and services through that noncompliant retail distributor or tax preparation partner, which could have a material adverse effect on our business, financial position and results of operations.

State and federal legislators and regulatory authorities are increasingly focused on the banking and consumer financial services industries, and may propose and adopt new legislation that could result in significant adverse changes in the regulatory landscape for financial institutions and financial services companies. If new regulations or laws result in changes in the way we are regulated, these regulations could expose us to increased regulatory oversight, more burdensome regulation of our business, and increased litigation risk, each of which could increase our costs and decrease our operating revenues. Furthermore, limitations placed on fees we charge or the disclosures that must be provided with respect to our products and services could increase our costs and decrease our operating revenues. It is difficult to determine with any certainty what obligations the final rules, if any, might impose or what impact they might have on our business.

Changes in laws and regulations, or our failure to comply with existing laws and regulations, applicable to our tax refund-related services could have a material adverse effect on our business, prospects, results of operations, and financial condition.

We derive a significant portion of our total operating revenues and earnings from tax refund processing and settlement services. The tax preparation industry is regulated under a variety of statutes in addition to those regulations

currently applicable to our legacy products and services, all of which are subject to change and which may impose significant costs, limitations or prohibitions on the way we conduct or expand our tax refund processing and related services. In recent years, state legislators, state attorneys general, and regulators have increased their focus on the tax preparation industry including tax refund processing services and the use thereof by tax preparation firms. Laws making such services less profitable, or even unprofitable, could be passed in any state at any time or existing laws could expire or be amended, any of which could have a material adverse effect on our business, prospects, results of operations, and financial condition. State regulators have broad discretionary power and may impose new requirements, interpret or enforce existing regulatory requirements in different ways or issue new administrative rules, even if not contained in state statutes, and state attorneys general could take actions, that affect the way we offer our tax refund-related services and may force us to terminate, modify, or cease our operations in particular states. State or federal regulators could also impose rules that are generally adverse to our tax refund-related services. Any new requirements or rules, or new interpretations of existing requirements or rules, or failure to follow requirements or rules, or future lawsuits or rulings, could have a material adverse effect on our business, prospects, results of operations, and financial condition.

We operate in a highly regulated environment, and failure by us, the banks that issue our cards, the businesses that participate in our reload network, the banks that assist with our tax refund processing services, and our tax preparation partners to comply with applicable laws and regulations could have an adverse effect on our business, financial position and results of operations.

We operate in a highly regulated environment, and failure by us, the banks that issue our cards or the businesses that participate in our reload network to comply with the laws and regulations to which we are subject could negatively impact our business. We are subject to state money transmission licensing requirements and a wide range of federal and other state laws and regulations. In particular, our products and services are subject to an increasingly strict set of legal and regulatory requirements intended to protect consumers and to help detect and prevent money laundering, terrorist financing and other illicit activities.

Many of these laws and regulations are evolving, unclear and inconsistent across various jurisdictions, and ensuring compliance with them is difficult and costly. For example, with increasing frequency, federal and state regulators are holding businesses like ours to higher standards of training, monitoring and compliance, including monitoring for possible violations of laws by the businesses that participate in our reload network. Failure by us or those businesses to comply with the laws and regulations to which we are or may become subject could result in fines, penalties or limitations on our ability to conduct our business, or federal or state actions, any of which could significantly harm our reputation with consumers and other network participants, banks that issue our cards and regulators, and could materially and adversely affect our business, operating results and financial condition.

Changes in rules or standards set by the payment networks, such as Visa and MasterCard, or changes in debit network fees or products or interchange rates, could adversely affect our business, financial position and results of operations.

We are subject to association rules that could subject us to a variety of fines or penalties that may be levied by the card associations or networks for acts or omissions by us or businesses that work with us, including card processors, such as Total System Services, Inc and MasterCard PTS. The termination of the card association registrations held by us or any changes in card association or other debit network rules or standards, including interpretation and implementation of existing rules or standards, that increase the cost of doing business or limit our ability to provide our products and services could have an adverse effect on our business, operating results and financial condition. In addition, from time to time, card associations increase the organization and/or processing fees that they charge, which could increase our operating expenses, reduce our profit margin and adversely affect our business, operating results and financial condition.

Furthermore, a substantial portion of our operating revenues is derived from interchange fees. For the three months ended September 30, 2016, interchange revenues represented 29.4% of our total operating revenues, and we expect interchange revenues to continue to represent a significant percentage of our total operating revenues. The amount of interchange revenues that we earn is highly dependent on the interchange rates that the payment networks set and adjust from time to time.

The enactment of the Dodd-Frank Act required the Federal Reserve Board to implement regulations that have substantially limited interchange fees for many issuers. While the interchange rates that may be earned by us and our subsidiary bank are exempt from the limitations imposed by the Dodd-Frank Act, there can be no assurance that future regulation or changes by the payment networks will not impact our interchange revenues substantially. If interchange rates decline, whether due to actions by the payment networks or future regulation, we would likely need to change our fee structure to offset the loss of interchange revenues. However, our ability to make these changes is limited by

the terms of our contracts and other commercial factors, such as price competition. To the extent we increase the pricing of our products and services, we might find it more difficult to acquire consumers and to maintain or grow card usage and customer retention, and we could suffer reputational damage and become subject to greater regulatory scrutiny. We also might have to discontinue certain products or services. As a result, our total operating revenues, operating results, prospects for future growth and overall business could be materially and adversely affected.

Our actual operating results may differ significantly from our guidance.

From time to time, we issue guidance in our quarterly earnings conference calls, or otherwise, regarding our future performance that represents our management's estimates as of the date of release. This guidance, which includes forward-looking statements, is based on projections prepared by our management. These projections are not prepared with a view toward compliance with published guidelines of the American Institute of Certified Public Accountants, and neither our independent registered public accounting firm nor any other independent expert or outside party compiles or examines the projections. Accordingly, no such person expresses any opinion or any other form of assurance with respect to those projections.

Projections are based upon a number of assumptions and estimates that, while presented with numerical specificity, are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control, and are based upon specific assumptions with respect to future business decisions, some of which will change. While we have stated and we intend to continue to state possible outcomes as high and low ranges that are intended to provide a sensitivity analysis as variables are changed, we can provide no assurances that actual results will not fall outside of the suggested ranges.

The principal reason that we release guidance is to provide a basis for our management to discuss our business outlook with analysts and investors. We do not accept any responsibility for any projections or reports published by any of these persons.

Guidance is necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the guidance furnished by us will prove to be incorrect or will vary significantly from actual results. For example, on a number of occasions in 2014, 2015 and 2016 we adjusted our revenue guidance when actual results varied from our assumptions. Accordingly, our guidance is only an estimate of what management believes is realizable as of the date of release. Actual results will vary from our guidance and the variations may be material. In light of the foregoing, investors are urged not to rely upon our guidance in making an investment decision with respect to our Class A common stock.

Any failure to implement our operating strategy successfully or the occurrence of any of the events or circumstances set forth in this Item 1A could result in our actual operating results being different from our guidance, and such differences may be adverse and material.

We receive important services from third-party vendors. Replacing them would be difficult and disruptive to our business.

Some services relating to our business, including fraud management and other customer verification services, transaction processing and settlement, card production, and customer service, are outsourced to third-party vendors. We also depend on third-party banks to assist with our tax refund processing services. It would be difficult to replace some of our third-party vendors in a timely manner if they were unwilling or unable to provide us with these services during the term of their agreements with us and our business and operations could be adversely affected. In particular, due to the seasonality in our business, any material service interruptions or service delays with key vendors during the tax season could result in losses that have an even greater adverse effect on that business than would be the case with our overall business.

Our business could suffer if there is a decline in the use of prepaid cards as a payment mechanism or there are adverse developments with respect to the prepaid financial services industry in general.

As the prepaid financial services industry evolves, consumers may find prepaid financial services to be less attractive than traditional or other financial services. Consumers might not use prepaid financial services for any number of reasons, including the general perception of our industry. For example, negative publicity surrounding other prepaid financial service providers could impact our business and prospects for growth to the extent it adversely impacts the perception of prepaid financial services among consumers. If consumers do not continue or increase their usage of prepaid cards, including making changes in the way prepaid cards are loaded, our operating revenues may remain at current levels or decline. The projected growth may not occur or may occur more slowly than estimated. If consumer acceptance of prepaid financial services does not continue to develop or develops more slowly than expected or if there is a shift in the mix of payment forms, such as cash, credit cards, traditional debit cards and prepaid cards, away from our products and services, it could have a material adverse effect on our financial position and results of operations.

Our business is dependent on the efficient and uninterrupted operation of computer network systems and data centers.

Our ability to provide reliable service to customers and other network participants depends on the efficient and uninterrupted operation of our computer network systems and data centers as well as those of our retail distributors, network acceptance members and third-party processors. Our business involves movement of large sums of money, processing of large numbers of transactions and management of the data necessary to do both. Our success in our branded and private label account programs, as well as our processing and settlement services, depends upon the efficient and error-free handling of the money that is a) collected by our retail distributors and remitted to network acceptance members or the banks that issue our cards, b) remitted from the IRS and states to taxpayers, tax refund preparation partners and the third party processors and c) incoming via direct deposit, such as a customer's payroll check. We rely on the ability of our employees, systems and processes and those of the banks that issue our cards, our retail distributors, tax refund preparation partners, our network acceptance members and third-party processors to process and facilitate these transactions in an efficient, uninterrupted and error-free manner. Their failure to do so could materially and adversely impact our operating revenues and results of operations, particularly during the tax season, when we derive substantially all of operating revenues for our tax refund processing services and a significant portion of our other operating revenues.

In the event of a breakdown, a catastrophic event (such as fire, natural disaster, power loss, telecommunications failure or physical break-in), a security breach or malicious attack, an improper operation or any other event impacting our systems or processes, or those of our vendors, or an improper action by our employees, agents or third-party vendors, we could suffer financial loss, loss of customers, regulatory sanctions and damage to our reputation. The measures we have taken, including the implementation of disaster recovery plans and redundant computer systems, may not be successful, and we may experience other problems unrelated to system failures. For example, in May 2016 some customers experienced disruptions in service in connection with our ongoing processor conversion despite significant investments in planning and testing on the part of us and our new third-party processor. We may also experience software defects, development delays and installation difficulties, any of which could harm our business and reputation and expose us to potential liability and increased operating expenses. Some of our contracts with retail distributors, including our contract with Walmart, contain service level standards pertaining to the operation of our systems, and provide the retail distributor with the right to collect damages and potentially to terminate its contract with us for system downtime exceeding stated limits. If we face system interruptions or failures, our business interruption insurance may not be adequate to cover the losses or damages that we incur.

A data security breach could expose us to liability and protracted and costly litigation, and could adversely affect our reputation and operating revenues.

We and our retail distributors, tax preparation partners, network acceptance members, third-party processors and the merchants that accept our cards receive, transmit and store confidential customer and other information in connection with the sale and use of our products and services. Our encryption software and the other technologies we use to provide security for storage, processing and transmission of confidential customer and other information may not be effective to protect against data security breaches by third parties. The risk of unauthorized circumvention of our security measures has been heightened by advances in computer capabilities and the increasing sophistication of hackers. Our retail distributors, tax preparation partners, network acceptance members, third-party processors and the merchants that accept our cards also may experience similar security breaches involving the receipt, transmission and storage of our confidential customer and other information. Improper access to our or these third parties' systems or databases could result in the theft, publication, deletion or modification of confidential customer and other information.

A data security breach of the systems on which sensitive cardholder or other customer or end-customer data and account information are stored could lead to fraudulent activity involving our products and services, reputational damage and claims or regulatory actions against us. If we are sued in connection with any data security breach, we could be involved in protracted and costly litigation. If unsuccessful in defending that litigation, we might be forced to pay damages and/or change our business practices or pricing structure, any of which could have a material adverse effect on our operating revenues and profitability. We would also likely have to pay (or indemnify the banks that issue our cards for) fines, penalties and/or other assessments imposed by Visa or MasterCard as a result of any data security breach. Further, a significant data security breach could lead to additional regulation, which could impose new and costly compliance obligations. In addition, a data security breach at one of the third-party banks that issue our cards or at our retail distributors, tax preparation partners, network acceptance members, third-party processors or the merchants that accept our cards could result in significant reputational harm to us and cause the use and acceptance of our cards or other products and services to decline, either of which could have a significant adverse impact on our operating revenues and future growth prospects. Moreover, it may require substantial financial resources to address and remediate any such breach, including additional costs for replacement cards, manufacturing, distribution, re-stocking

fees, fraud monitoring and other added security measures, amongst others, which could have a significant adverse impact on our operating results.

Litigation or investigations could result in significant settlements, fines or penalties.

We are subject to regulatory oversight in the normal course of our business, and have been and from time to time may be subject to litigation and regulatory or judicial proceedings or investigations. The outcome of securities class actions and other litigation and regulatory or judicial proceedings or investigations is difficult to predict. Plaintiffs or regulatory agencies or authorities in these matters may seek recovery of very large or indeterminate amounts, seek to have aspects of our business suspended or modified or seek to impose sanctions, including significant monetary fines. The monetary and other impact of these actions, litigations, proceedings or investigations may remain unknown for substantial periods of time. The cost to defend, settle or otherwise resolve these matters may be significant. Further, an unfavorable resolution of litigation, proceedings or investigations against us could have a material adverse effect on our business, operating results, or financial condition. In this regard, such costs could make it more difficult to maintain the capital, leverage and other financial commitments at levels we have agreed to with the Federal Reserve Board and the Utah Department of Financial Institutions. If regulatory or judicial proceedings or investigations were to be initiated against us by private or governmental entities, adverse publicity that may be associated with these proceedings or investigations could negatively impact our relationships with retail distributors, tax preparation partners, network acceptance members and card processors and decrease acceptance and use of, and loyalty to, our products and related services, and could impact the price of our Class A common stock. In addition, such proceedings or investigations could increase the risk that we will be involved in litigation. The outcome of any such litigation is difficult to predict and the cost to defend, settle or otherwise resolve these matters may be significant. For the foregoing reasons, if regulatory or judicial proceedings or investigations were to be initiated against us by private or governmental entities, our business, results of operations and financial condition could be adversely affected or our stock price could decline.

We must adequately protect our brand and our intellectual property rights related to our products and services and avoid infringing on the proprietary rights of others.

The Green Dot, GoBank, MoneyPak, TPG and other brands and marks are important to our business, and we utilize trademark registrations and other means to protect them. Our business would be harmed if we were unable to protect our brand against infringement and its value was to decrease as a result.

We rely on a combination of patent, trademark and copyright laws, trade secret protection and confidentiality and license agreements to protect the intellectual property rights related to our products and services. We currently have eight patents outstanding and ten patents pending. Although we generally seek patent protection for inventions and improvements that we anticipate will be incorporated into our products and services, there is always a chance that our patents or patent applications could be challenged, invalidated or circumvented, or that an issued patent will not adequately cover the scope of our inventions or improvements incorporated into our products or services. Additionally, our patents could be circumvented by third-parties.

Recent and proposed changes to U.S. patent laws and rules may also affect our ability to protect and enforce our intellectual property rights. For example, the Leahy-Smith America Invents Act transitions the manner in which patents are issued and changes the way in which issued patents are challenged. The long-term impact of these changes are unknown, but this law could cause a certain degree of uncertainty surrounding the enforcement and defense of our issued patents, as well as greater costs concerning new and existing patent applications.

We may unknowingly violate the intellectual property or other proprietary rights of others and, thus, may be subject to claims by third parties. These assertions may increase over time as a result of our growth and the general increase in the pace of patent claims assertions, particularly in the United States. Because of the existence of a large number of patents in the mobile technology field, the secrecy of some pending patents, and the rapid rate of issuance of new patents, it is not economically practical or even possible to determine in advance whether a product or any of its elements infringes or will infringe on the patent rights of others. Regardless of the merit of these claims, we may be required to devote significant time and resources to defending against these claims or to protecting and enforcing our own rights. We might also be required to develop a non-infringing technology or enter into license agreements and there can be no assurance that licenses will be available on acceptable terms and conditions, if at all. Some of our intellectual property rights may not be protected by intellectual property laws, particularly in foreign jurisdictions. The loss of our intellectual property or the inability to secure or enforce our intellectual property rights or to defend successfully against an infringement action could harm our business, results of operations, financial condition and prospects.

We are exposed to losses from customer accounts.

Fraudulent activity involving our products may lead to customer disputed transactions, for which we may be liable under banking regulations and payment network rules. Our fraud detection and risk control mechanisms may not

prevent all fraudulent or illegal activity. To the extent we incur losses from disputed transactions, our business, results of operations and financial condition could be materially and adversely affected.

Additionally, our cardholders can incur charges in excess of the funds available in their accounts, and we may become liable for these overdrafts. While we decline authorization attempts for amounts that exceed the available balance in a cardholder's account, the application of card association rules, the timing of the settlement of transactions and the assessment of the card's monthly maintenance fee, among other things, can result in overdrawn accounts.

Maintenance fee assessment overdrafts occur as a result of our charging a cardholder, pursuant to the card's terms and conditions, the monthly maintenance fee at a time when he or she does not have sufficient funds in his or her account. Our remaining overdraft exposure arises primarily from late-posting. A late-post occurs when a merchant posts a transaction within a payment network-permitted timeframe but subsequent to our release of the authorization for that transaction, as permitted by card association rules. Under card association rules, we may be liable for the amount of the transaction even if the cardholder has made additional purchases in the intervening period and funds are no longer available on the card at the time the transaction is posted.

We consider overdrawn account balances to be our receivables due from cardholders. We maintain reserves to cover the risk that we may not recover these receivables due from our cardholders, but our exposure may increase above these reserves for a variety of reasons, including our failure to predict the actual recovery rate accurately. To the extent we incur losses from overdrafts above our reserves or we determine that it is necessary to increase our reserves substantially, our business, results of operations and financial condition could be materially and adversely affected.

An impairment charge of goodwill or other intangibles could have a material adverse impact on our financial condition and results of operations.

Because we have grown in part through acquisitions, our net goodwill and intangible assets represent a significant portion of our consolidated assets. Our net goodwill and intangible assets were \$456.8 million as of September 30, 2016. Under accounting principles generally accepted in the United States, or U.S. GAAP, we are required to test the carrying value of goodwill and intangible assets at least annually or sooner if events occur that indicate impairment could exist. These events or circumstances could include a significant change in the business climate, including a significant sustained decline in a reporting unit's fair value, legal and regulatory factors, operating performance indicators, competition and other factors.

U.S. GAAP requires us to assign and then test goodwill at the reporting unit level. If over a sustained period of time we experience a decrease in our stock price and market capitalization, which may serve as an estimate of the fair value of our reporting unit, this may be an indication of impairment. If the fair value of our reporting unit is less than its net book value, we may be required to record goodwill impairment charges in the future. In addition, if the revenue and cash flows generated from any of our other intangible assets is not sufficient to support its net book value, we may be required to record an impairment charge. The amount of any impairment charge could be significant and could have a material adverse impact on our financial condition and results of operations for the period in which the charge is taken.

If we are unable to keep pace with the rapid technological developments in our industry and the larger electronic payments industry necessary to continue providing our network acceptance members and cardholders with new and innovative products and services, the use of our cards and other products and services could decline.

The electronic payments industry is subject to rapid and significant technological changes, including continuing advancements in the areas of radio frequency and proximity payment devices (such as contactless cards), e-commerce and mobile commerce, among others. We cannot predict the effect of technological changes on our business. We rely in part on third parties, including some of our competitors and potential competitors, for the development of, and access to, new technologies. We expect that new services and technologies applicable to our industry will continue to emerge, and these new services and technologies may be superior to, or render obsolete, the technologies we currently utilize in our products and services. Additionally, we may make future investments in, or enter into strategic alliances to develop, new technologies and services or to implement infrastructure change to further our strategic objectives, strengthen our existing businesses and remain competitive. However, our ability to transition to new services and technologies that we develop may be inhibited by a lack of industry-wide standards, by resistance from our retail distributors, network acceptance members, third-party processors or consumers to these changes, or by the intellectual property rights of third parties. Our future success will depend, in part, on our ability to develop new technologies and adapt to technological changes and evolving industry standards. These initiatives are inherently risky, and they may not be successful or may have an adverse effect on our business, financial condition and results of operations.

We face settlement risks from our distributors and banking partners, which may increase during an economic downturn.

The majority of our business is conducted through retail distributors that sell our products and services to consumers at their store locations. Our retail distributors collect funds from the consumers who purchase our products and services and then must remit these funds directly to accounts established for the benefit of these consumers at the banks that issue our cards. The remittance of these funds by the retail distributor takes on average two business days. If a retail distributor becomes insolvent, files for bankruptcy, commits fraud or otherwise fails to remit proceeds to our card issuing bank from the sales of our products and services, we are liable for any amounts owed to our customers. As of September 30, 2016, we had assets subject to settlement risk of \$84.9 million. Given the possibility of recurring volatility in global financial markets, the approaches we use to assess and monitor the creditworthiness of our retail distributors may be inadequate, and we may be unable to detect and take steps to mitigate an increased credit risk in a timely manner.

Economic downturns could result in settlement losses, whether or not directly related to our business. We are not insured against these risks. Significant settlement losses could have a material adverse effect on our business, results of operations and financial condition.

Economic, political and other conditions may adversely affect trends in consumer spending.

The electronic payments industry, including the prepaid financial services segment within that industry, depends heavily upon the overall level of consumer spending. If conditions in the United States become uncertain or deteriorate, we may experience a reduction in the number of our cards that are purchased or reloaded, the number of transactions involving our cards and the use of our reload network and related services. A sustained reduction in the use of our products and related services, either as a result of a general reduction in consumer spending or as a result of a disproportionate reduction in the use of card-based payment systems, would materially harm our business, results of operations and financial condition.

We must be able to operate and scale our technology effectively.

Our ability to continue to provide our products and services to network participants, as well as to enhance our existing products and services and offer new products and services, is dependent on our information technology systems. If we are unable to manage the technology associated with our business effectively, we could experience increased costs, reductions in system availability and losses of our network participants. Any failure of our systems in scalability and functionality would adversely impact our business, financial condition and results of operations.

Our future success depends on our ability to attract, integrate, retain and incentivize key personnel.

Our future success will depend, to a significant extent, on our ability to attract, integrate, retain and recognize key personnel, namely our management team and experienced sales, marketing and program and technology development personnel. Replacing departing key personnel can involve organizational disruption and uncertainty. We must retain and motivate existing personnel, and we must also attract, assimilate and motivate additional highly-qualified employees. We may experience difficulty in managing transitions and assimilating our newly-hired personnel, which may adversely affect our business. Additionally, continued activist shareholder activities involving our company could make it more difficult to attract and retain qualified personnel. Competition for qualified management, sales, marketing and program and technology development personnel can be intense. Competitors have in the past and may in the future attempt to recruit our top management and employees. If we fail to attract, integrate, retain and incentivize key personnel, our ability to manage and grow our business could be harmed.

We might require additional capital to support our business in the future, and this capital might not be available on acceptable terms, or at all.

If our unrestricted cash and cash equivalents balances and any cash generated from operations are not sufficient to meet our future cash requirements, we will need to access additional capital to fund our operations. We may also need to raise additional capital to take advantage of new business or acquisition opportunities. We may seek to raise capital by, among other things:

- issuing additional shares of our Class A common stock or other equity securities;
- issuing debt securities; and
- borrowing funds under a credit facility.

We may not be able to raise needed cash in a timely basis on terms acceptable to us or at all. Financings, if available, may be on terms that are dilutive or potentially dilutive to our stockholders. The holders of new securities may also receive rights, preferences or privileges that are senior to those of existing holders of our Class A common

stock. In addition, if we were to raise cash through a debt financing, the terms of the financing might impose additional conditions or restrictions on our operations that could adversely affect our business. If we require new sources of financing but they are insufficient or unavailable, we would be required to modify our operating plans to take into account the limitations of available funding, which would harm our ability to maintain or grow our business.

The occurrence of catastrophic events could damage our facilities or the facilities of third parties on which we depend, which could force us to curtail our operations.

We and some of the third-party service providers on which we depend for various support functions, such as customer service and card processing, are vulnerable to damage from catastrophic events, such as power loss, natural disasters, terrorism and similar unforeseen events beyond our control. Our principal offices, for example, are situated in southern California near known earthquake fault zones. If any catastrophic event were to occur, our ability to operate our business could be seriously impaired. In addition, we might not have adequate insurance to cover our losses resulting from catastrophic events or other significant business interruptions. Any significant losses that are not recoverable under our insurance policies, as well as the damage to, or interruption of, our infrastructure and processes, could seriously impair our business and financial condition.

If we fail to maintain proper and effective internal controls, our ability to produce accurate financial statements on a timely basis could be impaired, which could result in a loss of investor confidence in our financial reports and have an adverse effect on our stock price.

Our management is responsible for establishing and maintaining adequate internal control over financial reporting to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP. If we are unable to maintain adequate internal control over financial reporting, we might be unable to report our financial information on a timely basis and might suffer adverse regulatory consequences or violate NYSE listing standards. There could also be a negative reaction in the financial markets due to a loss of investor confidence in us and the reliability of our financial statements. We have in the past and may in the future discover areas of our internal financial and accounting controls and procedures that need improvement. Our internal control over financial reporting will not prevent or detect all error and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system will be met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our company will be detected. If we are unable to maintain proper and effective internal controls, we may not be able to produce accurate financial statements on a timely basis, which could adversely affect our ability to operate our business and could result in regulatory action, and could require us to restate, our financial statements. Any such restatement could result in a loss of public confidence in the reliability of our financial statements and sanctions imposed on us by the SEC.

Changes in accounting standards or inaccurate estimates or assumptions in the application of accounting policies could adversely affect our financial condition and results of operations.

Our accounting policies and methods are fundamental to how we record and report our financial condition and results of operations. Some of these policies require use of estimates and assumptions that may affect the reported value of our assets or liabilities and results of operations and are critical because they require management to make difficult, subjective and complex judgments about matters that are inherently uncertain. If those assumptions, estimates or judgments were incorrectly made, we could be required to correct and restate prior period financial statements. Accounting standard-setters and those who interpret the accounting standards (such as the Financial Accounting Standards Board, the SEC, banking regulators and our independent registered public accounting firm) may also amend or even reverse their previous interpretations or positions on how various standards should be applied. These changes can be difficult to predict and can materially impact how we record and report our financial condition and results of operations. In some cases, we could be required to apply a new or revised standard retroactively, resulting in the need to revise and republish prior period financial statements.

Our debt agreements contain restrictive covenants and financial ratio tests that restrict or prohibit our ability to engage in or enter into a variety of transactions. If we fail to comply with these covenants or tests, our indebtedness under these agreements could become accelerated, which could adversely affect us.

In October 2014 we entered into a \$225.0 million term credit agreement with Bank of America, N.A., as an administrative agent, Wells Fargo Bank, National Association, and other lenders. This agreement contains various covenants that may have the effect of limiting, among other things, our ability and the ability of certain of our subsidiaries to: merge with other entities, enter into a transaction resulting in a change in control, create new liens, incur additional indebtedness, sell assets outside of the ordinary course of business, enter into transactions with affiliates (other than subsidiaries) or substantially change the general nature of our and our subsidiaries' business, taken as a whole, make

certain investments, enter into restrictive agreements, or make certain dividends or other distributions. These restrictions could limit our ability to take advantage of financing, merger, acquisition or other opportunities, to fund our business operations or to fully implement our current and future operating strategies.

Under the agreement, we have agreed to maintain compliance with a maximum consolidated leverage ratio and a minimum consolidated fixed charge coverage ratio of 1.75 and 1.25, respectively, at the end of any fiscal quarter. Our ability to meet these financial ratios and tests will be dependent upon our future performance and may be affected by events beyond our control (including factors discussed in this "Risk Factors" section). If we fail to satisfy these requirements, our indebtedness under these agreements could become accelerated and payable at a time when we are unable to pay them. This would adversely affect our ability to implement our operating strategies and would have a material adverse effect on our financial condition.

Risks Related to Ownership of Our Class A Common Stock

The price of our Class A common stock may be volatile.

In the recent past, stocks generally, and financial services company stocks in particular, have experienced high levels of volatility. The trading price of our Class A common stock has been highly volatile since our initial public offering and may continue to be subject to wide fluctuations. The trading price of our Class A common stock depends on a number of factors, including those described in this "Risk Factors" section, many of which are beyond our control and may not be related to our operating performance. Factors that could cause fluctuations in the trading price of our Class A common stock include the following:

- price and volume fluctuations in the overall stock market from time to time;
- significant volatility in the market prices and trading volumes of financial services company stocks;
- actual or anticipated changes in our results of operations or fluctuations in our operating results;
- actual or anticipated changes in the expectations of investors or the recommendations of any securities analysts who follow our Class A common stock;
- actual or anticipated developments in our business or our competitors' businesses or the competitive landscape generally;
- the public's reaction to our press releases, other public announcements and filings with the SEC;
- business disruptions and costs related to shareholder activism;
- litigation and investigations or proceedings involving us, our industry or both or investigations by regulators into our operations or those of our competitors;
- new laws or regulations or new interpretations of existing laws or regulations applicable to our business;
- changes in accounting standards, policies, guidelines, interpretations or principles;
- general economic conditions;
- changes to the indices in which our Class A common stock is included; and
- sales of shares of our Class A common stock by us or our stockholders.

In the past, many companies that have experienced volatility in the market price of their stock have become subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

Our charter documents, Delaware law and our status as bank holding company could discourage, delay or prevent a takeover that stockholders consider favorable and could also reduce the market price of our stock.

Our certificate of incorporation and bylaws contain provisions that could delay or prevent a change in control of our company. These provisions could also make it more difficult for stockholders to nominate directors for election to our board of directors and take other corporate actions. These provisions, among other things:

- provide for non-cumulative voting in the election of directors;
- provide for a classified board of directors;

- authorize our board of directors, without stockholder approval, to issue preferred stock with terms determined by our board of directors and to issue additional shares of our Class A common stock;
- limit the voting power of a holder, or group of affiliated holders, of more than 24.9% of our common stock to 14.9%;
- provide that only our board of directors may set the number of directors constituting our board of directors or fill vacant directorships;
- prohibit stockholder action by written consent and limit who may call a special meeting of stockholders; and
- require advance notification of stockholder nominations for election to our board of directors and of stockholder proposals.

These and other provisions in our certificate of incorporation and bylaws, as well as provisions under Delaware law, could discourage potential takeover attempts, reduce the price that investors might be willing to pay in the future for shares of our Class A common stock and result in the trading price of our Class A common stock being lower than it otherwise would be.

In addition to the foregoing, under the BHC Act and the Change in Bank Control Act, and their respective implementing regulations, Federal Reserve Board approval is necessary prior to any person or company acquiring control of a bank or bank holding company, subject to certain exceptions. Control, among other considerations, exists if an individual or company acquires 25% or more of any class of voting securities, and may be presumed to exist if a person acquires 10% or more of any class of voting securities. These restrictions could affect the willingness or ability of a third party to acquire control of us for so long as we are a bank holding company.

If securities analysts do not continue to publish research or reports about our business or if they publish negative evaluations of our Class A common stock, the trading price of our Class A common stock could decline.

We expect that the trading price for our Class A common stock will be affected by any research or reports that securities analysts publish about us or our business. If one or more of the analysts who currently cover us or our business downgrade their evaluations of our Class A common stock, the price of our Class A common stock would likely decline. If one or more of these analysts cease coverage of our company, we could lose visibility in the market for our Class A common stock, which in turn could cause our stock price to decline.

ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities (in millions, except per-share amounts) during the three months ended September 30, 2016:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs
July 1, 2016 to July 31, 2016	—	—	—	\$ 50
August 1, 2016 to August 31, 2016	—	—	—	50
September 1, 2016 to September 30, 2016	—	—	—	50
Total	—	—	—	\$ 50

As discussed in *Note 11- Stockholder's Equity* to the Consolidated Financial Statements, in February 2016, we entered into an accelerated share repurchase agreement ("ASR") with a financial institution to repurchase shares of our common stock as part of our repurchase program. The ASR agreement became effective in April 2016, at which point we were required to make an up-front payment of \$50 million in exchange for an initial delivery of approximately 1.9 million shares on April 11, 2016 based on the then current market price of our stock. The final number of shares received upon settlement for the ASR is determined based on the volume-weighted average price of our common stock over the term of the agreement less an agreed upon discount and subject to adjustments pursuant to the terms and conditions of the ASR. In October 2016, we settled the ASR agreement with our financial institution, at which point we received approximately 0.3 million in additional shares of our common stock.

After giving effect to our share repurchases completed to date, including those settled subsequent to September 30, 2016, the remaining authorized amount under the current authorization totaled \$50 million.

ITEM 5. Other Information

None

ITEM 6. Exhibits

The following documents are filed as exhibits to this report:

Exhibit Number	Description of Exhibits
10.1†	Processing Services Agreement dated as of December 19, 2013 by and among the Registrant and MasterCard International Incorporated
31.1	Certification of Steven W. Streit, Chief Executive Officer, pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Mark Shifke, Chief Financial Officer, pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Steven W. Streit, Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Mark Shifke, Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document*
101.SCH	XBRL Taxonomy Extension Schema Document*
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document*
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document*
101.LAB	XBRL Taxonomy Extension Label Linkbase Document*
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document*

* Pursuant to Rule 406T of Regulation S-T, the Interactive Data Files on Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

† Confidential treatment has been requested with regard to certain portions of this document. Such portions were filed separately with the Commission

SIGNATURE

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

Date: November 9, 2016

By: /s/ Mark Shifke

Name: Mark Shifke

Title: Chief Financial Officer

EXHIBIT INDEX

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[*]Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

PROCESSING SERVICES AGREEMENT

This PROCESSING SERVICES AGREEMENT ("Agreement") is made as of the 19th day of December, 2013 ("Effective Date") by and between **Green Dot Corporation**, a Delaware corporation with its principal offices at 3465 E. Foothill Blvd, Pasadena CA 91107, for itself and its Affiliates (collectively, "Customer"), and **MasterCard International Incorporated**, a Delaware corporation having its principal offices at 2000 Purchase Street, Purchase, New York 10577 ("MasterCard"). "MasterCard" shall mean and include its subsidiaries and Affiliates.

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings ascribed to those terms as hereinafter set forth:

1.1. **"Active Card"** shall be as defined as set forth in Schedule A.

1.2. **"Affiliate"** shall mean any third party directly or indirectly controlling or controlled by or under direct or indirect common control thereof. For purposes of this definition, the term "control" (including the correlative meanings of the term "controlled by" and "under common control with") means the ownership, directly or indirectly, of more than fifty percent (50%) or more of voting securities or other equity interest.

1.3. **"Card"** shall mean any access device or number issued by Customer or a U.S. financial institution (for which Customer provides program management services) to a Cardholder for purposes of, among other things, point of sale, ecommerce or ATM Transactions.

1.4. **"Cardholder"** shall mean any person who has, or is authorized to use, a Card with Customer and to whom a Card and/or PIN is issued for use in originating Transactions that are processed by MasterCard under this Agreement.

1.5. **"Competing Services"** shall mean either [*] or [*] (which for clarity does not include any [*], such as [*] or [*], any [*] or [*], or any [*] associated with [*]) to [*].

1.6. **"Documentation"** means the documentation for Processing Services that is provided to Customer by MasterCard, as may be updated by MasterCard from time to time in accordance herein.

1.7. **"First Live Transaction Date"** means the date on which when Customer processes the first Live Transaction in full production (which shall not include any limited pilot or other testing or proof of concept phase).

1.8. **"Full Conversion Date"** means the date on which Customer is in full production, with [%] of all portfolios converted to the IPS Platform (which excludes a limited number of portfolios that remain on the pre-existing processing platform to be closed out, rather than converting to the IPS Platform).

1.9. **"IPS Platform"** means the hardware, software, process, work flow, and the ideas related to the implementation of the Processing Services, including without limitation, any updates, improvements, modifications, translations, derivative works, and/or related Documentation, along with all intellectual property rights therein.

1.10. **"Gateway Transaction"** shall be as defined as set forth in Schedule A.

1.11. **"Inactive/Inventory Card"** shall be as defined as set forth in Schedule A.

1.12. **"Live Transaction"** means a collection of related electronic messages designed to complete a Transaction, for other than test or certification purposes, at an automated teller machine ("ATM"), point of sale ("POS") device, or other device that accepts Cards for payment or other funds transfer purposes, and that is concluded by a credit or a debit to a Cardholder's account.

1.13. **“Network”** means an electronic funds transfer network supported by MasterCard, as specified in Schedule A.

1.14. **“Processing Services”** means all services provided under this Agreement, as further set forth on Schedule A, attached hereto and hereby incorporated herein.

1.15. **“Transaction”** means an authorization request, cash withdrawal, payment transaction, refund, account inquiries, reversal, or other financial or non-financial request initiated by a Customer or a Cardholder at an ATM, POS device, or other device that accepts debit or credit Cards for payment purposes and that is transmitted to MasterCard for processing under this Agreement.

1. **Processing Services**.

2.1. **Processing Services.** Subject to the terms and conditions of this Agreement, MasterCard agrees to perform and Customer agrees to accept the Processing Services.

2.2 **This section is intentionally deleted.**

2.3 **Project Plan.** MasterCard and Customer agree to develop in good faith, and without commercially unreasonable delay, a detailed project plan for implementation and conversion, including specific tasks for each party and estimated schedule (the “Project Plan”). The parties shall work in good faith to finalize the Project Plan no later than ninety (90) days after the Effective Date of the Agreement. Each party shall timely complete each responsibility and obligation to be performed by MasterCard or Customer as set forth in the Project Plan or related specification documents. Each party agrees to provide appropriate personnel to support, coordinate and successfully complete the Project Plan in a timely and efficient matter, including without limitation each party’s assignment of a dedicated project manager. The dedicated project manager for each party shall regularly communicate on the progress of the Project Plan, the feasibility of the dates specified in the Project Plan, and such other matters which may affect the implementation and conversion of the Processing Services. The Project Plan shall be incorporated by reference as Schedule D. The initial implementation and conversion, as set forth in the Project Plan, shall be [*]. Material scope changes may be billable on a time and materials basis, as mutually agreed upon by the parties (through the Change Control Form set forth in Schedule D).

2.4. **Future Processing Services.** MasterCard may, from time to time during the Term of this Agreement, make additional processing services available to Customer by way of product announcements, technical bulletins, or other written communication. Customer may hereafter commission MasterCard, and MasterCard may accept such commission, to provide such additional processing services as the parties hereinafter agree subject to the terms and conditions of this Agreement. Such commission for additional processing services shall not be effective until the parties have executed a written agreement signed by Customer and MasterCard that contains, at a minimum: (i) a description of the additional processing services to be performed; (ii) the time period in which such additional processing services are to be performed; (iii) the price for such additional processing services; and (iv) any other terms or fees associated with such commission. The parties acknowledge and agree that this Agreement shall apply in respect of any such future processing services and such future processing services shall be deemed “Processing Services” under this Agreement.

2.5. **Mandated Modifications to the Processing Services.**

2.5.1 MasterCard will not charge Customer for any modifications to the IPS Platform as a result of a Network standard release process (e.g., MasterCard standard releases). If Customer does not implement a Network standard release by the applicable compliance date, provided MasterCard has provided notice as required by Section 2.5.3, MasterCard shall be entitled to charge Customer for any additional services resulting therefrom (e.g., suppression of mandated fields), on a time and materials basis at the Professional Services rate set forth in Schedule B (or for such additional commercially reasonable fees mutually and reasonably agreed upon between the parties in a separate written amendment hereto). Except as provided below, if any Network, third party service provider, governmental entity or regulator, industry standards setting body, or other third party mandates (or any changes made by such third party require) industry wide modifications that substantially impact the Processing Services, MasterCard may pass on any related costs or charges; provided, however, that MasterCard will use reasonable efforts to prorate such charges among its customers using the affected Network, service provider, or technology.

2.5.2 If any Customer-specific modifications to the Processing Services are required by a Network, third party service provider, governmental entity or regulator, industry standards setting body, or other third party, MasterCard shall provide, at Customer's request and pursuant to a mutually agreed upon timeline and project plan, modifications to the Processing Services pursuant to Customer's requirements to be in compliance with such laws or regulations provided that Customer shall pay MasterCard for such services on a time and materials basis at the Professional Services rate set forth in Schedule B (or for such additional commercially reasonable fees that are mutually and reasonably agreed upon between the parties in a separate written amendment hereto).

2.5.3 MasterCard shall provide Customer at least [*] written notice of Network standard releases requiring modifications to the IPS Platform unless such Network mandates a shorter time period for implementation.

2.6. **MasterCard Mandated Modifications.** MasterCard may modify the Processing Services and provided such modifications are made available, without additional charge from MasterCard, and those changes do not have a material adverse impact on the performance of the Processing Services and do not result in a material decrease of features, functions or attributes of the Processing Services, and Customer is provided at least [*] prior notice, Customer will be required to implement such modifications within the specified time period. If Customer does not implement such mandated modifications, MasterCard may, for the duration of such non-compliance, charge fees on a time and materials basis at the Professional Services rate set forth in Schedule B (or for such additional commercially reasonable fees that are mutually and reasonably agreed upon between the parties in a separate written amendment hereto to the extent attributable to MasterCard's efforts required for any additional services resulting therefrom).

2.7 This section has been intentionally deleted.

2.8 **Documentation.** MasterCard shall provide Customer with at least [*] prior written notice of any update or amendment to the Documentation which materially impacts Customer's operations.

2.9 **Reporting Responsibilities.** Prior to the Full Conversion Date, MasterCard and Customer shall agree on reporting needs mandated by a Network or a third party provider and not currently part of MasterCard's standard product offering; MasterCard will build the functionality for those reports [*]. Following the Full Conversion Date, any newly requested reports not part of MasterCard's standard product offering will be developed and provided as mutually agreed upon by the parties.

2. **Responsibilities of Customer.**

3.1. **Instructions.** In performing its obligations and responsibilities under this Agreement, MasterCard shall be entitled to rely on all information, data and instructions provided by Customer or third parties on Customer's behalf to MasterCard. Customer also assumes responsibility for reconciling and balancing the daily activity reports to the Customer's pool balance(s). MasterCard will be notified (which may be done via email) of any reconciliation issues with the pool balance(s) within [*] of problem identification. Customer will reconcile and balance the pool balances daily. Any failure of Customer to notify MasterCard of any out-of-balance condition within such time period waives Customer's right to an available adjustment. Subject to the foregoing, Customer acknowledges that in providing Card balance computation services and acting as the database of record, MasterCard does not hold or otherwise maintain funds and shall have no liability or responsibility to any party (including the Cardholder) for same; such liability and responsibility shall lie exclusively with Customer. Subject to the foregoing notification obligations, MasterCard acknowledges that it shall be responsible for any errors it makes to Cardholder accounts.

3.2. **Cooperation.** Customer agrees to cooperate with MasterCard and to provide timely performance of its obligations, including, but not limited to: (i) subject to Section 2.8, compliance with any requirements contained in any Documentation; (ii) providing MasterCard with any reasonably requested information, assistance, access to equipment, and appropriately trained resources in a timely manner; and (iii) timely performing such other tasks specified herein.

3.3. This section is intentionally deleted.

3.4. **Financial Obligations.** Customer will maintain account(s) with such financial institutions as may be required for Network sponsorship and will maintain such balances as may be required for the settlement of Transaction activity, authorized adjustments, and any other financial obligations arising under the Processing Services. In the event MasterCard is settling on behalf of Customer:

3.4.1. MasterCard shall have the right at any time and in its sole discretion to perform a risk evaluation of Customer and may deem that Customer creates a financial risk for MasterCard with regard to Customer's ability to fully meet its settlement obligations relating to all the items that are processed via Customer's settlement with MasterCard IPS. If MasterCard reasonably deems such a risk exists after completion of the risk evaluation, it may require Customer to either: (i) prefund a settlement account; or (ii) provide cash collateral from Customer, or line of credit or guarantee for Customer from a mutually acceptable third party, or (iii) provide such other means mutually agreed upon to mitigate risk, in any of the foregoing cases in an amount up to the peak settlement balances over a rolling [*] period.

3.4.2. In no event shall MasterCard incur any liability associated with any potential settlement shortfall or collection issue that has not been caused by the actions of MasterCard, including without limitation, settlement funding obligations of Customer, Network, MasterCard customers or other third party. MasterCard's sole obligation is to facilitate movement of funds that are provided by other parties. Customer shall remain solely responsible for all settlement funds. In the event of Customer's failure to settle, the "Failure of Customer to Settle" section set forth in Chapter 1 of the MasterCard Settlement Manual shall apply. Customer will be notified of any changes to such manual through MasterCard's standard bulletin process.

3.5. **Telecommunications; Local Lines.**

3.5.1. Customer agrees to acquire and maintain its equipment, software configuration and its telecommunications network standards (including with respect to interfaces and connections) in accordance with the standards set forth in the Documentation, subject to Section 2.8. If Customer does not maintain such standards, MasterCard reserves the right to pass through any and all additional related charges to Customer that MasterCard incurs as a result of Customer's non-conformity to the MasterCard standards in regard to equipment, software configuration and telecommunications network as set forth in the Documentation. These pass through charges will be listed on Customer invoices.

3.5.2. The parties will mutually agree upon ownership, provision and maintenance of telecommunication lines. The parties shall mutually agree upon whether: i) Customer will reimburse MasterCard in full for all telecommunication costs that are incurred by MasterCard on Customer's behalf, subject to Customer's prior approval of the service provider(s) and pricing; or ii) Customer will procure their own telecommunication services.

3.6. **Cardholder Interaction.** MasterCard does not undertake any direct relationship or privity with any Cardholders. In the event that Customer requests that MasterCard interact directly with Cardholders, Customer shall compensate MasterCard for such interaction on a time-and-materials or other mutually agreed upon basis. MasterCard will use commercially efforts to forward to Customer any complaints it may receive from Customer's Cardholders, and Customer shall be responsible for responding to any such complaints. Customer, however, acknowledges that MasterCard will not have a formal Cardholder complaint process established under this Agreement. MasterCard shall cooperate and respond to reasonable requests by Customer for additional information related to any such complaints.

3.7. **Commitment.** Customer agrees to obtain all processing services (similar to those provided hereunder) exclusively from MasterCard through the Term. The parties acknowledge that the following events shall not be deemed a violation of this obligation: (i) [*]; (ii) [*]; or (iii) [*].

3.8. **Compliance with Laws.** Customer shall comply with all applicable federal laws or regulations of the United States and its territories, as well as any state or local laws, regulatory requirements, or other governing regulations applicable to Customer's business or use of the Processing Services ("Local Regulations"). Customer shall promptly notify MasterCard of any changes in the applicable Local Regulations that would impact the Processing Services. In

the event the geographic scope of this Agreement extends outside the United States, this provision will be amended pursuant to the terms of this Agreement.

3.9. **Third Party Products.** With regard to any third party products made available by MasterCard through the Processing Services, any such third party products shall be used by Customer solely in connection with the Processing Services.

3.10. **Network Access.** Customer will provide access for its security administrators and appropriate roles and entitlements for the user profiles. Customer security administrators will provide only Customer authorized users with required system access. Each user will authenticate using: (i) software token plus user id and password; or (ii) single sign-on. Two factor authentication is required if the Customer chooses to access Portfolio Viewer using single sign-on. Customer will be responsible for providing Internet access, which is required for workstations accessing Portfolio Viewer.

4. **Responsibilities of MasterCard.**

4.1. **Business Continuity/Disaster Recovery.** As set forth in Schedule G, MasterCard shall take reasonable precautions to prevent and mitigate any disaster that may affect the ability of MasterCard to provide the services to be performed by MasterCard under this Agreement.

4.2. **Compliance with Laws.** Subject to the provisions of Section 2.5, MasterCard shall comply with all applicable federal, state, and local laws and regulations, regulatory requirements, or other governing regulations to the extent they are applicable to MasterCard as a provider of the Processing Services provided that nothing in the Agreement shall be construed as imposing on MasterCard any compliance obligations applicable to Customer's business. MasterCard shall comply with Network rules to the extent they are applicable to MasterCard as a provider of the Processing Services provided that nothing in this Agreement shall be construed as imposing on MasterCard any compliance obligations applicable to Customer's Network obligations. The parties acknowledge and agree that MasterCard is not a "provider of prepaid access," as such term is defined by the Financial Crimes Enforcement Network, by virtue of entering into, or performing its obligations under, the Agreement.

4.3. **Cooperation.** MasterCard agrees to cooperate with Customer and to provide timely performance of its obligations, including, but not limited to: (i) compliance with any requirements contained in any Documentation; (ii) providing Customer with any reasonably requested information, assistance, access to equipment, and appropriately trained resources in a timely manner; and (iii) timely performing such other tasks specified herein.

4.4. **Implementation Services.** MasterCard shall develop the Project Plan together with Customer and perform associated implementation services in order to provide the Processing Services.

4.5. **Subcontracting.** MasterCard shall have the right to delegate or subcontract the services to be performed under this Agreement to its Affiliates. MasterCard shall have the right to subcontract portions of the services to be performed under this Agreement to any third parties. MasterCard shall remain solely responsible for fulfilling the obligations of this Agreement and for the actions or inactions of its subcontractors or its Affiliates. MasterCard will provide Customer with prior written notice if MasterCard engages a subcontractor to provide the Processing Services as set forth in Schedule A; without limiting the foregoing, prior notice shall not be required for staff augmentation or professional services to the extent access to PII is not included. Any subcontractor of MasterCard under this Agreement shall be legally bound by commercially reasonable obligations of confidentiality, which shall be no less stringent than MasterCard's obligations set forth in this Agreement, and MasterCard will follow MasterCard's third party security due diligence processes in selecting any such subcontractors.

4.6. **Dedicated Support Group.** During the implementation and conversion process, MasterCard will provide the required resources to achieve the project milestones outlined in the Project Plan. It will include at a minimum the following personnel: Implementation Project Manager to assist in all phases of the build, a Conversion Project Manager to assist with all phases of the conversion, a Configuration Analyst to assist with the program setup, a Data Analyst to assist with the conversion, a Product Manager to assist with the product requirements and delivery and a Lead Business Analyst to assist with both the implementation and conversion. Upon the First Live Transaction Date, MasterCard will

provide a support group of three (3) people consisting of the following: Account Manager, Customer Support Operations Specialist, and an Implementation Project Manager. The duties of the Dedicated Support Group will be client relationship services (including consultative services on the use of features and/or functionality and trouble shooting), conversion/deconversion services, issue management services, production support services and custom project activities. The parties shall conduct quarterly business review meetings to review and analyze the parties' overall performance.

5. **Fees, Payment and Taxes.**

5.1. **Fees.** Customer shall pay MasterCard the fees for Processing Services as set forth in Schedule B attached hereto and hereby incorporated herein, as may be amended from time to time by mutual agreement of the parties.

5.2. **Payment.** Each calendar month, MasterCard will provide an electronic invoice to Customer by the fifteenth day of the following calendar month, which sets forth detailed billing for the Processing Services that occurred and the corresponding fees that are due and payable to MasterCard. MasterCard shall automatically process Customer's payment of such invoice through the MasterCard Consolidated Billing System ("MCBS"). All MCBS policies and guidelines will apply. MasterCard shall invoice all fees, expenses and charges within [*] after the month in which the services were rendered or the expense incurred. [*]

5.3. **Disputed Charges.** Customer may dispute any charge or amount on any invoice in accordance with MCBS policies and guidelines.

5.4. **Taxes.** Any taxes, levies, or similar government charges based on this Agreement or on the Processing Services provided under this Agreement, including but not limited to sales, use, property, and value added taxes, shall be paid by exclusively Customer in a timely manner; except that, Customer shall not be responsible for any taxes based upon the real estate, employees or income of MasterCard.

6. **Warranties.**

6.1. **MasterCard Warranties.**

6.1.1. MasterCard warrants that, as of the Effective Date, and at all times during the Term, (i) the Processing Services will comply, in all material respects, with the specifications described in applicable Documentation incorporated herein; (ii) that all Processing Services will be performed in a workmanlike manner; (iii) that its employees shall have the proper skill, training, and background so as to be able to perform Processing Services in a workmanlike manner; (iv) [*]; (v) it has the power to execute, deliver and perform this Agreement; (vi) this Agreement is duly authorized and will not violate any provisions of law or conflict with any other agreement to which MasterCard is subject or by which the assets of MasterCard are bound; (vii) it has all government licenses, if any, required to conduct its business, and is legally qualified to conduct business in every jurisdiction where it does so; and (viii) subject to the limitation of liability set forth in Sections 13.3 and subject solely to the remedies and obligations set forth in Sections 14.2.1, it has the right to provide the Processing Services, using all computer software and all intellectual property required for that purpose. MasterCard hereby represents that, as of the Effective Date, there are no known errors in the IPS Platform that will have a material adverse effect on Customer's use of the Processing Services in accordance with the Documentation.

6.1.2. MasterCard shall not be responsible for the accuracy or adequacy of input material or data furnished by Customer or third parties on its behalf, or the resultant output from any such inadequate or inaccurate input material or data. The accuracy and adequacy of such input shall be judged as sent by Customer once it is received by MasterCard's endpoint in Customer's data center. The accuracy and adequacy of output shall be judged as received by Customer at its endpoint in Customer's data center. In the event inaccurate input material or data is provided by either party, the sending party will retransmit a corrected file.

6.2. **Customer Warranties.** Customer represents and warrants that, as of the Effective Date, and at all times during the Term: (i) all information provided to MasterCard by Customer in connection with this Agreement, is true and complete in all material respects; (ii) it has the power to execute, deliver and perform this Agreement; (iii) this

Agreement is duly authorized and will not violate any provisions of law or conflict with any other agreement to which Customer is subject or by which Customer's assets are bound; and (iv) it has all government licenses, if any, required to conduct its business, and is legally qualified to conduct business in every jurisdiction where it does so; (v) that Customer's obligations hereunder will be performed in a workmanlike manner; (vi) Customer's employees shall have the proper skill, training, and background so as to be able to perform Customer's obligations hereunder in a workmanlike manner; and (vii) subject to the limitation of liability set forth in Sections 13.3, it has all right, title and interest in any intellectual property provided to MasterCard hereunder.

6.3. **LIMITED WARRANTIES.** CUSTOMER ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE PRODUCTS AND SERVICES AND THE APPLICATION OF THE PRODUCTS TO ITS NEEDS. EXCEPT AS MAY BE PROVIDED IN THIS AGREEMENT, ALL PROCESSING SERVICES PROVIDED BY MASTERCARD ARE "AS IS", AND MASTERCARD DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR OTHER RIGHTS ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, UNINTERRUPTED OR ERROR-FREE SERVICES, OR OTHERWISE ARISING BY LAW.

7. **Service Level Standards.** MasterCard agrees that the Processing Services shall be measured against the service level standards set forth in Schedule C (each, a "Service Level Standard"), which is attached hereto and incorporated herein. If MasterCard fails to meet a Service Level Standard, MasterCard shall promptly (i) investigate and report at no charge to Customer on the root cause(s) of such failure; (ii) advise Customer of the status of remedial efforts being undertaken with respect to such failure; (iii) notify Customer of the steps which MasterCard believes should be taken to correct the cause of such failure; (iv) correct the cause of such failure to help prevent such failure from reoccurring, and (v) if applicable, pay any monetary penalties set forth in Schedule C.

8. **Customer Third Party Products and Processing Services.** If, as a part of the Processing Services, Customer requests access to Networks or to other third party service providers, Customer agrees to enter into the appropriate agreements with such Networks or third party service providers, including but not limited to sponsoring financial institutions. Customer agrees to comply with the terms of any such Network or third party service provider agreement, all applicable Network operating rules and regulations, and to pay any fees imposed by Network(s) or third party service providers to the extent applicable to Customer. Customer shall be responsible for fulfilling any third party reporting obligations, including the requirements set forth by the Networks or other third party service providers that are retained by Customer. Any fees assessed by such third party with respect to the reporting obligations shall be the responsibility of Customer. MasterCard does not undertake any direct relationship or privity with such Networks (except to the extent MasterCard otherwise has direct obligations to a Network as a processor) or third party service providers with whom Customer has contracted.

9. **Reliance on Customer's Instructions.** MasterCard shall generally receive all necessary instructions, information, and data from Customer. In the event that instructions, information, and data is transmitted directly to MasterCard by third parties authorized by Customer in writing to provide such information on behalf of Customer, MasterCard shall be entitled to rely reasonably upon any instructions, information, and data so provided.

10. **Ownership.**

10.1. **Data Files.** MasterCard acknowledges that all data files provided by Customer or third parties authorized by Customer are and shall remain the sole property of Customer and/or third party financial institutions issuing Cards, and that use of and access to such files does not create in MasterCard any right, title, or interest in such files, except as expressly provided in this Agreement. Any such information provided by Customer is strictly for use under this Agreement, including [*]).

10.2. **Processing Services and IPS Platform.** Customer acknowledges that all Processing Services and the IPS Platform are and shall remain the sole property of MasterCard and/or its third party suppliers and that Customer's use of them does not create in Customer any right, title, or interest in them, except as expressly provided in this Agreement. Customer will implement reasonable security precautions and take appropriate action so as to enable Customer to satisfy

its obligations under this Agreement and to prevent the loss or alteration of, or unauthorized access to, the Processing Services and the IPS Platform.

11. Use of Information and Security.

11.1. **Protection of PII.** Personally identifiable information (“PII”) shall be defined as information that identifies a Cardholder or identifies a Card, which is disclosed to MasterCard pursuant to this Agreement, along with the Transaction information directly associated with such Cardholder. PII includes, but is not limited to, Cardholder Card information or information that can identify an individual or be used to authenticate an individual. MasterCard will keep and maintain all PII in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure. MasterCard acknowledges and agrees that its access, use, storage, disposal, or disclosure of PII complies with federal and state privacy and data security laws. MasterCard is responsible for any unauthorized collection, access, use, storage, disposal, or disclosure of PII by its employees, agents, Affiliates or subcontractors.

11.2. **Use of PII.** Customer agrees that MasterCard may store, disclose, and use PII to the extent and in such manner that such storage, disclosure, and use shall be solely for purposes of performing the obligations of MasterCard under this Agreement. Further, MasterCard may store, disclose, and use PII for additional purposes permitted under law or regulation applicable to MasterCard, which may include (without limitation), the Fair Credit Reporting Act, Title V of the Financial Services Modernization Act of 1999, their implementing regulations, Personal Information Protection and Electronic Documents Act, European Directive 95/46/EC Data solely upon Customer’s prior express written consent. Customer acknowledges and agrees that MasterCard, in the course of providing Processing Services, may house PII in or transfer PII [*].

11.3. **Safeguards.** MasterCard agrees to maintain appropriate organizational/administrative, technical and physical safeguards for the PII received by MasterCard pursuant to this Agreement that are no less rigorous than accepted industry practices. These safeguards will be designed to (1) maintain the security and confidentiality of PII; (2) protect against any anticipated threats or hazards to the security or integrity of such PII; and (3) protect against unauthorized access to or use of such PII that could result in substantial harm or inconvenience to any Cardholder. Without limiting the foregoing, MasterCard shall at all times comply with Customer’s information security requirements (“ISRs”), as set forth in Schedule E hereto and as the same may be modified and agreed to by the parties from time to time.

12. **Export Restriction.** Regardless of any disclosure made by Customer to MasterCard of an ultimate destination of any Processing Services, Customer will not export or re-export, either directly or indirectly, any Processing Services, or other technology received from MasterCard without first obtaining, at Customer’s expense, any required export or re-export license from the United States Government. Customer confirms that Customer will not engage in any activities related to this Agreement with a blocked person, as that term is identified on the OFAC List, with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. For purposes of this Section, “OFAC List” shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any requirements of law, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States. The OFAC List currently is accessible through the internet website www.treas.gov/ofac. With respect to third parties retained by MasterCard in connection with this Agreement, MasterCard will not engage with a blocked person, as that term is identified on the OFAC list, with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. Customer is solely responsible for OFAC screening of all Cardholders.

13. Remedy, Damages and Limitation of Liability.

13.1. **Consequential Damages.** NOTWITHSTANDING ANYTHING HEREIN (INCLUDING IN ANY SCHEDULES HERETO) TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING

OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PROCESSING SERVICES, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY, INDEMNIFICATION OR OTHER THEORY AT LAW OR IN EQUITY. THE PARTIES AGREE THAT THE FOLLOWING ENUMERATED DAMAGES INCURRED BY A PARTY (SOLELY PURSUANT TO THIS AGREEMENT) SHALL NOT BE LIMITED BY THIS SECTION (AS BEING INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL OR INCONSEQUENTIAL): (A) FEES, ASSESSMENTS, FINES OR PENALTIES INCURRED IN CONNECTION WITH THE [*] OR [*] OR [*]; (B) [*], BASED ON THEN CURRENT [*] AND/OR [*] AND/OR [*] IN CONNECTION WITH THE [*] OR [*] OR [*]; AND (C) [*] (UNLESS SUCH COURT ORDER OR SETTLEMENT IS MADE PURSUANT TO THE THIRD PARTY INDEMNIFICATION OBLIGATIONS SET FORTH BELOW, IN WHICH CASE THE BELOW INDEMNIFICATIONS OBLIGATIONS SHALL APPLY), WHICH SUCH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD. THIS SECTION 13.1 SHALL NOT IN ANY WAY LIMIT OR EXPAND A PARTY'S INDEMNIFICATION OBLIGATIONS, WHICH SHALL BE SOLELY AS SET FORTH IN THIS AGREEMENT.

13.2. **Limitation of Action.** NOTWITHSTANDING ANYTHING HEREIN (INCLUDING IN ANY SCHEDULES HERETO) TO THE CONTRARY, MASTERCARD SHALL NOT BE LIABLE FOR ANY LOSSES, CLAIMS, DEMANDS, PENALTIES, ACTIONS, CAUSES OF ACTION, SUITS, OBLIGATIONS, LIABILITIES, DAMAGES, DELAYS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES (FOR PURPOSES OF THIS PROVISION, "LIABILITIES") OF ANY KIND (WHETHER SUCH LIABILITIES ARE BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITIES, INDEMNIFICATION OR OTHER THEORY AT LAW OR IN EQUITY) UNLESS CUSTOMER PROVIDES MASTERCARD WITH WRITTEN NOTICE (FOR WHICH EMAIL NOTIFICATION TO THE ACCOUNT MANAGER SHALL SUFFICE) OF THE EVENT THAT GAVE RISE TO SUCH ALLEGED LIABILITIES WITHIN [*] AFTER A [*] HAS [*] OF SUCH OCCURRENCE; PROVIDED THAT MASTERCARD ALREADY DOES NOT HAVE THAT KNOWLEDGE. IN ADDITION TO THE PRECEDING LIMITATIONS, NO ACTION ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER OR MASTERCARD AGAINST THE OTHER MORE THAN [*] FOLLOWING [*].

13.3. **Limitation of Liability.**

13.3.1. SUBJECT TO SECTION 13.3.2 BELOW, NOTWITHSTANDING ANYTHING HEREIN (INCLUDING IN ANY SCHEDULES HERETO) TO THE CONTRARY, THE AGGREGATE, CUMULATIVE LIABILITY OF A PARTY, IN ALL EVENTS, TO THE OTHER PARTY FOR CLAIMS RELATING TO THIS AGREEMENT OR THE PROCESSING SERVICES, WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY AT LAW OR IN EQUITY, SHALL BE LIMITED AS FOLLOWS:

(a). FROM THE EFFECTIVE DATE UP TO BUT NOT INCLUDING THE DATE IN WHICH CUSTOMER HAS CONVERTED [*]% OF ALL PORTFOLIOS TO THE IPS PLATFORM, THE AGGREGATE AMOUNT OF LIQUIDATED DAMAGES FOR WHICH EACH PARTY MAY BE LIABLE PRIOR TO FIRST LIVE TRANSACTION DATE PURSUANT TO SECTION 13.4.

(b). ON OR AFTER THE DATE IN WHICH CUSTOMER HAS CONVERTED [*]% OF ALL PORTFOLIOS TO THE IPS PLATFORM, THE [*] (OR [*]) BY [*] TO [*] FOR [*] HEREUNDER DURING THE [*] PERIOD IMMEDIATELY BEFORE THE CLAIM WHICH GAVE RISE TO THE LIABILITY AROSE.

13.3.2 NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS (EXCLUDING [*] AND [*] AND [*] OF THE [*] SET FORTH IN SECTION [*] THAT RESULTS [*] OR [*] OR [*] THE AGGREGATE, CUMULATIVE LIABILITY OF A PARTY TO THE OTHER PARTY RELATING TO THIS AGREEMENT OR THE PROCESSING SERVICES, SHALL INCREASE TO THE AMOUNT OF [*].

13.4. **Liquidated Damages.** Each party acknowledges that it is difficult to determine the exact damages that a party will suffer as a result of any improper termination of this Agreement by the other party. As a result, if Customer improperly terminates this Agreement or if MasterCard terminates this Agreement for Customer's material breach prior to First Live Transaction Date, MasterCard shall be entitled to the prompt payment by Customer of [*] and [*], up to an aggregate of [*]. If Customer improperly terminates this Agreement or if MasterCard terminates this Agreement for Customer's material breach on or after First Live Transaction Date, MasterCard shall be entitled to the prompt payment by Customer of [*] (i) [*] of the [*] during the [*] preceding the date of termination [*] (which for purposes of this section, if [*]), or (ii) [*]. If MasterCard improperly terminates this Agreement or if Customer terminates this Agreement for MasterCard's material breach or if Customer terminates this Agreement pursuant to Section 16.2.4 prior to the First Live Transaction Date, Customer shall be entitled to the prompt payment by MasterCard of [*], up to an aggregate of [*]. If MasterCard improperly terminates this Agreement or if Customer terminates this Agreement for MasterCard's material breach or if Customer terminates this Agreement pursuant to Section 16.2.4 on or after the First Live Transaction Date, Customer shall be entitled to the prompt payment by MasterCard of [*] as a result provided, however, that [*]. The amounts payable under this provision will be paid as liquidated damages and not as a penalty. This Section shall apply notwithstanding any other provision of this Agreement to the contrary.

13.5. **Risk Allocation.** The parties acknowledge that circumstances could arise entitling a party to damages or rescission arising from a failure by the other party to perform its obligations under this Agreement and have agreed, in certain circumstances as set forth in this Agreement, that the remedies of the non-defaulting party and the liabilities of the defaulting party shall be limited as set forth in this Agreement. The parties further acknowledge and agree that each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages, including specifically this Section 13 and Section 6.3, represents a reasonable allocation of the risk under this Agreement. The willingness of MasterCard to provide the Processing Services for the fees herein reflects this allocation of risk and the limitations of liability specified herein.

14. **Indemnification.**

14.1. **Customer Indemnification.** Customer shall indemnify, defend, and hold harmless MasterCard and MasterCard's Affiliates, officers, directors and employees from any and all claims, demands, government inquiries or investigations, fines, fees, assessments, penalties, losses, liabilities, expenses, and causes of action of any kind made against MasterCard by a third party arising out of or related to: (i) Customer's [*]; (ii) Customer's [*] or [*] or [*] of the [*] or any [*]; (iii) Customer's failure to [*]; or (iv) the [*] or [*] (whether by [*] or [*]) of Customer or Customer's personnel.

14.2. **MasterCard Indemnification.**

14.2.1. MasterCard shall indemnify, defend, and hold harmless Customer and Customer's Affiliates, officers, directors and employees from any and all claims, demands, and causes of action of any kind made against Customer by a third party claiming that any Processing Service provided to Customer under this Agreement infringes a [*] provided, that Customer (i) promptly notifies MasterCard of any third party claim subject to indemnification hereunder, (ii) gives MasterCard the right to control and direct the preparation, defense and settlement of any such claim, and (iii) gives reasonable assistance to MasterCard for the defense of same (at MasterCard's expense). The foregoing provisions shall not apply to any infringement arising out of: (i) use of the [*] other than in accordance with the [*] or [*] to the extent that such claim would not have arisen but for such non-compliance; (ii) any [*] or [*] of the [*] made by [*] or [*] and such claim would have been avoided in the absence of such [*]; (iii) [*] or [*] provided by [*] or any [*] on [*] to the extent that such claim would not have arisen but for such [*] or [*]; or (iv) [*] of the [*] in [*] or [*] by [*] and such claim would have been avoided in the absence of such [*]. In the event any of the Processing Services, or any portion thereof, is held, or in MasterCard's reasonable opinion is likely to be held to constitute infringement, MasterCard will, if [*], within a reasonable time, at its option and sole expense, either: (i) [*]; (ii) [*] or (iii) [*]. In the event MasterCard is, using reasonable discretion, unable on commercially reasonable terms to either procure the right to continued use of the allegedly infringing item or replace the allegedly infringing item as provided in clauses (i), (ii) and (iii) of the immediately preceding sentence, either party may terminate this Agreement to the extent of such infringing aspect of the Processing Service, and in the event of such termination, Customer shall be released from its [*] obligations set forth in [*] to the extent of such infringing aspect. This Section 14.2.1 contains the entire liability of MasterCard for any such alleged infringement.

14.2.2. MasterCard shall indemnify, defend, and hold harmless Customer and Customer's Affiliates, officers, directors and employees from any and all claims, demands, government inquiries or investigations, fines, fees, assessments, penalties, losses, liabilities, expenses, and causes of action of any kind made against Customer by a third party arising out of or related to: (i) [*]; (ii) [*] or [*] (whether by [*] or [*]) of [*] or [*]; or (iii) any [*] or [*] or [*] of [*] caused by [*] or [*] that result from [*]. EXCEPT FOR MASTERCARD'S OBLIGATIONS UNDER SECTION 13.1, THIS SECTION 14.2.2 CONTAINS THE ENTIRE INDEMNIFICATION LIABILITY OF MASTERCARD FOR ANY SUCH ALLEGED [*].

14.3. **Indemnification Procedures.** Each party shall promptly notify the other of any claim for which it seeks indemnification; authorize the indemnifying party to defend and to control the defense of the claim, at the indemnifying party's expense; and provide, at no charge to the indemnifying party, all documents, witnesses, and other reasonable assistance that may be necessary to defend against the claim. The indemnified party may participate, at its own expense, in the proceedings related to the applicable claim. The indemnifying party shall not compromise or settle such claim without the indemnified party's prior written consent if such compromise or settlement (i) would impose a penalty or limitation upon the indemnified party, including, without limitation, an injunction or other equitable relief, (ii) would require an admission of liability from the indemnified party, or (iii) does not include the release of the indemnified party from all liability arising from or relating to such claim.

15. **Confidentiality.**

15.1. **Confidential Information.** Each party acknowledges that they may be exposed to confidential or proprietary information of the other party, including, without limitation, inventions, trade secrets, computer programs, customers, employees, methods, processes, work flow, data flow, functional and technical specifications, business plans, accounting and financial information, promotional and marketing activities, information regarding purchases and sales and other material designated as confidential expressly or by the circumstances under which it is provided ("Confidential Information"). Without limiting the generality of the foregoing, the IPS Platform, and all components thereof, shall be treated as MasterCard's Confidential Information. PII and all other information related to Cards and Cardholders shall be treated as Customer's Confidential Information but the use, disclosure, and return/destruction of PII shall be governed by Sections 10 and 11.

15.2. **Obligations.** Each party will use at least the same degree of care to prevent unauthorized use or disclosure to third parties the Confidential Information of the other as it employs to avoid unauthorized use, disclosure, publication or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care. A party may disclose Confidential Information of the other to third parties performing services hereunder only where (i) such disclosure is necessary to perform its obligations under this Agreement, and (ii) the disclosure is in accordance with the terms and conditions of this Agreement and subject to written obligations of confidentiality at least as restrictive as those set forth in this Agreement. In any event, each party shall be liable for any breach of the obligations defined within this Agreement by its personnel, external or internal auditors or contractors. Neither party will (i) make any use or copies of the Confidential Information of the other except as necessary in accordance with this Agreement, or (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) refuse for any reason (including a default or material breach of this Agreement by the other party) to promptly provide the other party's Confidential Information (including all copies thereof) to it if requested in writing to do so. Upon the expiration or termination for any reason of this Agreement and the concomitant completion of a party's obligations under this Agreement, each party shall (except as otherwise provided in this Agreement), return or destroy, as the other may direct, all documentation in any medium that contains, refers to, or relates to the other party's Confidential Information, and retain no copies. In addition, the parties shall take reasonable steps to ensure that their employees comply with these confidentiality provisions.

15.3. **Exceptions.** The obligations of this Section 15 will not apply to any particular information which any party can demonstrate: (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was rightfully in the possession of the receiving party at the time of disclosure to it; (iv) is received from a third party who had a lawful right to disclose such information to it; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Notwithstanding the foregoing, the exclusions provided in this Section 15.3 shall not be deemed to permit MasterCard to use PII for any purpose other than except as provided in Sections 10.1 and 11.2.

15.4. **Legally Required Disclosures.** A party shall not be considered to have breached its obligations under this Section 15 for disclosing Confidential Information of the other party as required to satisfy any legal demand of a government, judicial or administrative body; provided, however, that, promptly upon receiving any such demand and to the extent that it may legally do so, such party advises the other party so that the other party may take appropriate actions in response to the demand. MasterCard acknowledges that Customer may be obligated to file a copy of this Agreement as an exhibit to any report or other filing with the U.S. Securities and Exchange Commission (“SEC”). Customer shall notify MasterCard in advance and shall file with the Secretary of the SEC an application requesting confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended. In the event of any such filing, Customer shall provide MasterCard with a copy of the Agreement marked to show provisions for which Customer intends to seek confidential treatment and shall reasonably consider and incorporate MasterCard’s comments thereon to the extent consistent with the legal requirements governing redaction of information from material agreements that must be publicly filed. MasterCard shall promptly provide any such comments.

15.5. **Notification.** In the event of any material disclosure or loss of, or inability to account for, any Confidential Information of the furnishing party, the receiving party will notify the furnishing party promptly upon the occurrence of any such event.

15.6. **No Obligation to Disclose.** Nothing contained in this Agreement shall be construed as obligating a party to disclose its Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any rights or license to the Confidential Information of the other party.

16. **Term and Termination.**

16.1. **Term.** The term of this Agreement shall commence on the Effective Date and expire on the last day of the month which is [*] from the Full Conversion Date, subject however, to (i) renewal or (ii) earlier termination in each instance as provided herein (the “Initial Term”, together with any extension of the Initial Term, collectively, the “Term”). The Term shall automatically be renewed for additional periods of twelve (12) months unless one party provides the other party at least one-hundred eighty (180) days’ notice of its intention not to renew prior to the then-current expiration date. The parties will memorialize the Full Conversion Date in written correspondence.

16.2. **Termination.**

16.2.1. Either party may terminate this Agreement in its entirety if the other party is in material breach of this Agreement, effective one hundred eighty (180) days after the other party’s receipt of written notice of the material breach that remains uncured prior to the effective date of termination; except that, if the material breach is Customer’s failure to pay any undisputed monies as required by this Agreement, MasterCard may terminate this Agreement in its entirety, effective ninety (90) days after written notice of such default is received by Customer if the non-payment is not cured prior to the effective date of termination.

16.2.2. Either party may also terminate this Agreement in its entirety, effective immediately upon written notice, if the other party (i) makes a general assignment for the benefit of its creditors; (ii) suffers the appointment of a trustee, liquidator, or receiver for its business or property; (iii) is the subject of a bankruptcy, receivership, insolvency, dissolution, or liquidation proceeding; or (iv) is adjudicated insolvent or bankrupt.

16.2.3. Termination of this Agreement shall not relieve either party from any obligation accrued through the date of termination or from any terms and conditions in this Agreement that continue beyond termination.

16.2.4. [*].

16.3. **No Early Termination.** No early termination of this Agreement is permitted under any circumstances except for those set forth in this Section 16.

16.4. **Transition Assistance.** Upon termination or expiration of this Agreement, MasterCard shall provide reasonable transition assistance to Customer in exchange for (1) the advance payment to MasterCard of an amount equal to [*] and (2) [*]. This duty to provide reasonable transition assistance shall continue for up to [*] days following the termination or expiration of this Agreement. During the transition period, this Agreement shall continue on the

same commercial terms and conditions until the completion of the transition. In the month that is [*] months prior to [*], the parties shall in good faith [*], if necessary, so that it is [*]. Any amount remaining in the [*] upon MasterCard's completion of the provision of transition assistance to Customer shall [*] and any [*] shall promptly be paid by [*]. Notwithstanding the foregoing, fees, expenses and charges related to transition assistance shall not exceed [*] (which amount shall not include [*] and [*]).

16.5. **Equipment Return.** Any equipment provided by MasterCard (and not otherwise purchased by Customer pursuant to this Agreement) and placed at Customer's site during the Term of this Agreement must be returned upon completion of transition assistance. Customer will pay to MasterCard an amount equal to the replacement cost of any equipment not returned to MasterCard within ninety (90) days after transition assistance is completed. The equipment may include, but is not limited to ATM modems, workstations, and other telecommunications equipment. If Customer chooses to reconfigure its telecommunications system during the Term, and such reconfiguration calls for the early return of equipment or lines provided by or through MasterCard, Customer shall be responsible for and invoiced for any charges or fees assessed due to early termination of the telecommunications services. If the early termination of the telecommunications services occurs due to MasterCard's change of telecommunication service provider, or a termination of this Agreement due to a MasterCard material breach or if MasterCard improperly terminates this Agreement, Green Dot shall not be responsible for any charges or fees assessed for early termination of the telecommunications services.

17. **Dispute Resolution.**

17.1. **Internal Escalation.** Any dispute involving this Agreement, the Processing Services or the obligations of either party under this Agreement ("Dispute") shall be subject to the following escalation procedure, which shall begin upon written notification, which may be done via electronic mail ("email"):

(a). Stage 1 – In the event Customer's line manager and MasterCard's account manager identify an issue and are not able to resolve the issue, the dispute must be immediately escalated to Stage 2.

(b). Stage 2 – Customer and MasterCard's senior managers shall meet within two (2) business days; if the dispute cannot be resolved within five (5) business days of referral to them, the dispute must be immediately escalated to Stage 3.

(c). Stage 3 – Within five (5) business days of escalation from Stage 2, Customer and MasterCard senior executives shall meet for a period as mutually agreed. If the dispute cannot be resolved within fifteen (15) days of escalation to Stage 3, the dispute must be immediately escalated to Stage 4.

(d). Stage 4 – If the dispute remains unresolved after thirty (30) business days of the original dispute notice, the parties may submit the Dispute to formal binding arbitration, in accordance with the arbitration provisions below, upon mutual agreement.

17.2. **Arbitration of Disputes.** Arbitration shall be conducted by the American Arbitration Association which shall administer the arbitration under its commercial rules (the "AAA Rules"). Arbitration shall be initiated by a written demand for arbitration that describes the controversy or claim in reasonable detail and specifies the relief requested. The arbitration shall be conducted by one arbitrator chosen in accordance with the AAA Rules (or three arbitrators for disputes involving more than \$500,000) within thirty (30) days after receipt by the respondent of the demand to arbitrate. The arbitration, including the rendering of the award, shall take place in New York, New York, which shall be the exclusive forum for resolving Disputes. This arbitration provision is intended by the parties to be self-executing. The arbitrator shall have sole jurisdiction to determine whether: (a) a claim is subject to arbitration; (b) the arbitration may proceed even if one of the parties refuses to attend or participate; and (c) an award against that party may be ordered pursuant to default or otherwise. The parties agree that they will arbitrate all Disputes regardless of the existence of any related dispute, action or special proceeding between either of the parties hereto and/or any third party. The arbitrator(s) shall render a written arbitration decision with the award, and the decision of the arbitrator(s) shall be final and binding upon the parties. The parties hereby waive any right of appeal under applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to seek to recover its reasonable attorneys' fees and its share of the costs, including any auditing costs or expenses of

expert witnesses. The parties agree to maintain the confidentiality of any Confidential Information disclosed during any such proceeding. The existence of such proceedings and the findings thereof shall be deemed the Confidential Information of both parties.

18. **Miscellaneous.**

18.1. **Records.** Each party agrees to maintain its books and records relating to the fees and other costs and expenses under this Agreement for not less than seven (7) years (or if applicable, such longer period mandated by local auditing or regulatory requirements) after the Processing Services have been performed and/or all fees for the Processing Services have been paid.

18.2. **Audit.** The audit obligations, which are set forth in Schedule G, are incorporated herein by reference.

18.3. **Remedies.** The remedies set forth herein are non-exclusive. In addition to these remedies, the parties shall be entitled to pursue any other remedies that they may have at law or in equity.

18.4. **Notices.** Operational notices specified herein may be provided pursuant to email or through other widely distributed electronic notifications. All notices relating to this Agreement, must be in writing and will be deemed given upon hand delivery or upon receipt if sent by an overnight courier delivery service of general commercial use and acceptance (including, without limitation, DHL, FedEx or UPS) to the following addresses or such other address as may be later designated by notice given by such party:

If to Customer: Green Dot Corporation
3465 E. Foothill Blvd
Pasadena CA, 91107
Attention: Mr. Steven Streit – CEO

with a copy to the office of the general counsel at the same address.

If to MasterCard: MasterCard International Incorporated
2000 Purchase Street
Purchase, New York 10577
Attention: Mrs. Cathy McCaul

with a copy to the office of the general counsel at the same address.

18.5 **Miscellaneous.** A failure or delay of either party to enforce any provision of or exercise any right under this Agreement shall not be construed to be a waiver. No waiver by a party shall be effective unless expressly made in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid in any respect, such unenforceability or invalidity shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable or invalid provisions had never been a part of this Agreement. The captions in this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be binding upon each party's respective successors and assigns and each party shall cause such successor and assignee to be so bound; provided, however, that neither party shall have the right to assign or transfer to any third party (including without limitation, by way of sale of any Cards subject to this Agreement, by voluntary or involuntary transfer, by operation of law or otherwise), nor shall any successor to a party have or receive any of such party's rights against the other party, or the benefits of this Agreement, without first obtaining the prior written consent of non-assigning party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may, without penalty or consent, assign its rights and obligations under this Agreement to an Affiliate or successor in interest in the event of a merger, consolidation or other corporate reorganization or sale of all or substantially all the assets related to this Agreement provided such successor is willing and able to fulfill the obligations of this Agreement. This Agreement evidences the entire agreement and understanding between MasterCard and Customer with respect to the transactions contemplated by this Agreement and supersedes all prior agreements between the parties with respect to such transactions. This Agreement is independent of any other Agreement executed between the parties, including

without limitation, any agreements related to the MasterCard Network or any other MasterCard products or services. This Agreement shall not be amended or modified in any respect except in writing, duly executed by both MasterCard and Customer. This Agreement and the respective rights and obligations of the parties hereto shall be governed by the laws of the State of New York without reference to its conflict-of-laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction. The state and federal courts located in New York, New York shall have exclusive jurisdiction over any and all disputes relating to this Agreement. This Agreement may be executed in one or more counterparts, each of which, taken together, shall constitute but one original document. The parties expressly acknowledge that the terms and conditions of this Agreement have been the subject of review, discussion, and participation by both parties. If there is any conflict or inconsistency between the Agreement and a Schedule to this Agreement, then priority shall be given to the Agreement unless explicitly stated in the applicable Schedule (and referencing the specific provisions of the Agreement being superseded).

18.6. **Equitable Relief.** Recognizing that damages may not be an adequate remedy in the event of a breach of the provisions of this Agreement regarding confidentiality and intellectual property and that such a breach may cause irreparable harm, the parties shall have the right, as applicable, to: (i) specifically enforce this Agreement; (ii) rescind the agreement or seek specific performance, and/or (iii) restrain and enjoin breaches and threatened breaches, in each instance without the necessity of posting any bond in connection therewith.

18.7. **Trademark.** Except as otherwise permitted, neither party is granted any rights under this Agreement to use any trademark, trade name or service mark, which belongs or is licensed to the other party, without prior written approval of such party. The parties acknowledge and agree that any unauthorized use of the other party's trademark will result in immediate and irreparable injury to such party, and, therefore, each party authorizes the other to seek injunctive relief in order to prohibit the other party from (or to cause the other party to cease) use of a its name or marks, as well as to seek all other legal or equitable remedies to which the party may be entitled. To the extent a party prevails in a suit at law or in equity for the purpose of enforcing trademark rights, the other party understands and agrees that such prevailing party shall be entitled to recover its reasonable attorneys' fees plus court costs and expenses.

18.8. **Publicity.** The parties shall cooperate to create an initial press release upon the First Live Transaction Date, as well as subsequent public communications, and each party shall seek the other party's consent prior to issuing any news release, public announcement, advertisement, or any other form of publicity, in any form or content, in connection with this Agreement and/or referring to the other party.

18.9. **Independent Contractor Relationship.** The relationship of MasterCard to Customer shall at all times relevant hereto be solely and exclusively that of an independent contractors and nothing contained in this Agreement shall create any other relationship (including employment, partnership or joint venture), between the parties or be construed to entitle either party or its personnel to be considered the other party's employees or subcontractors.

18.10. **Force Majeure.** Neither party shall be liable for loss or damage or be deemed to be in default under this Agreement if its failure to perform its obligations (other than payment of fees) results from acts of God, natural disasters, terrorism, fires, strikes, embargoes, war, insurrection, riot, or other cause beyond the reasonable control of the party and in the case of MasterCard, whose occurrence affects multiple states/region impacting both of MasterCard's data centers; provided however that the foregoing shall not be deemed to excuse any failure to exercise prudence or diligence in the conduct of such party's affairs. If either party is affected by an interruption or delay contemplated by this section, it will (i) promptly provide notice to the other party, explaining the full particulars and the expected interruption or duration of the such delay, and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied.

18.11. **Survival of Terms.** The rights and obligations of the parties which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes including, without limitation, the provisions of the following Sections entitled "EXPORT RESTRICTION," "CONFIDENTIALITY," "INDEMNIFICATION," "REMEDY, DAMAGES AND LIMITATION OF LIABILITY," "TRANSITION ASSISTANCE," "EQUIPMENT RETURN," and "MISCELLANEOUS," shall survive in perpetuity any termination of this Agreement.

18.12 **Rights of Third Parties.** This Agreement is entered into solely between, and may be enforced only by, Customer and MasterCard. This Agreement shall not be deemed to create any rights in third parties, including suppliers, customers, Cardholders, clients or Affiliates of a party or to create any obligations of a party to any such third party, which, by virtue of any applicable law, might otherwise be enforceable by a third party against either party to this Agreement.

18.13 **Insurance.** During the Term, MasterCard shall maintain, at a minimum, the insurance coverage and limits set forth in Schedule F attached hereto. Promptly upon request therefor, MasterCard shall provide evidence of such insurance to Customer.

18.14 **Background Check.** All U.S. personnel performing services under this Agreement will have been subjected to the following background checks upon hire: [*] search including at least a [*] and [*] in [*] and [*] and [*] and [*]; [*] (or other [*], if applicable) [*]; [*]; [*] and [*]; [*]; and [*]. In addition, all employees must provide proof of authorization to work prior to commencing work at MasterCard. For all non-U.S. personnel, MasterCard performs comparable checks, including the [*], subject to any limitations of local laws. Personnel will not be eligible for employment if MasterCard determines they falsified identification documents, diploma, work history or personal references. Unless prohibited by law, personnel will also not be eligible for employment if their background checks identify: [*], or [*] or [*] (including [*] or [*], or [*].) MasterCard will contractually require its subcontractors who will have [*] to perform comparable background checks subject to any limitations of local laws.

(This space intentionally left blank. Signature block follows)

IN WITNESS WHEREAS, the parties hereto have caused this Agreement to be executed as of the Effective Date in duplicate originals by their duly authorized officers, each party retaining one duplicate original hereof.

MasterCard

Customer

MasterCard International Incorporated

Green Dot Corporation

Signature: /s/ Chris A. McWilton

Signature: /s/ Steven W. Streit

Name: Chris A. McWilton

Name: Steven W. Streit

Title: President, North America

Title: CEO

Date: December 19, 2013

Date: December 12, 2013

Schedule A – Description of Services

Schedule B – Fees

Schedule C – Service Level Standards

Schedule D – Project Plan and Change Control Process

Schedule E – Green Dot Information Security Requirements

Schedule F – Insurance

Schedule G – Disaster Recovery and Audit

Schedule A – Description of Services

[*]

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MasterCard International Incorporated
Processing Services Agreement

***Confidential Treatment Requested.**

Schedule B – Pricing

[*]

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MasterCard International Incorporated
Processing Services Agreement

***Confidential Treatment Requested.**

SCHEDULE C

Service Level Standards

[*]

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MasterCard International Incorporated
Processing Services Agreement

***Confidential Treatment Requested.**

SCHEDULE D
PROJECT PLAN and Change Control Process

A. The Project Plan shall be mutually agreed upon by the parties and incorporated herein by reference.

B. Change Control Process

The Project Plan will be the roadmap for MasterCard to deliver the Processing Services. The Project Plan will be based on the high level requirements document. This document will be agreed to by all parties and published by MasterCard. Changes to the Project Plan will be accomplished in accordance with the Change Control Procedures as described below.

MasterCard will keep the Project Plan current based on agreed upon changes. Customer or MasterCard may submit updates and changes to the Project Plan per the Change Control process.

Each party will identify its requirement needs from the other party in the Project Plan, and will otherwise provide the other party with commercially reasonable notice(s) of its need for data, information, and input. Each party as commercially reasonable, will promptly provide data, information, resources, and input to the other party as required.

Each party shall obtain for the other party all necessary file layouts, associated confidentiality protections and other information necessary for the Processing Services. The foregoing file layouts, associated confidentiality protections and all other associated necessary information must be provided per the date(s) required in the Project Plan in order for MasterCard and Customer to achieve the Project Plan milestones.

Change Control Procedures

In order to deliver the Processing Services in accordance with the dates in the Project Plan, Customer and MasterCard will jointly develop and mutually agree on a Project Plan. The Project Plan will be a living document, and will likely change throughout its operational period. The Project Plan will be changed through the use of a Change Control Procedure (CCP). The goals of the CCP are:

- Minor Changes can be quickly assessed and presented for decision at the lowest appropriate level
- Previously unknown or not included requirements can be captured and actioned
- Major (Material) Changes can be quickly identified and routed for formal approval

Customer and MasterCard will comply with the CCP, as described, to help ensure that changes identified during the conversion period are properly and completely identified, categorized, and managed through its ultimate disposition:

- 1) The parties will initiate a Change Control Form ("Form") should there be a need to deviate from the requirements of the Project Plan.
- 2) The Form may be completed by personnel of either party. The requirements for submitting the Form will be mutually agreed to. Each party shall appoint someone to be the single point of coordination (POC) and control point for change control who will be their person responsible for managing the CCP and coordinating with the other's POC.
- 3) All Forms (both approved and rejected) exchanged between the parties will be retained and further logged by MasterCard.
- 4) The parties will determine the procedures, estimated timing including potential impact to Project Plan dates, pricing (if applicable) and process to be used to implement approved changes as part of their review and approval process.
 - a. If the requested change is reviewed and determined to be Major/Material, the request will be elevated to appropriate senior management of each organization for approval. For purposes of this section, a change to the Project Plan milestones is deemed to be Major/Material. If the request is approved, the change will be recorded as such, and will be added to the requirements, and the Project Plan will be changed as agreed.
 - b. If the requested change is reviewed and determined to be minor, the Project Plan will be changed as agreed.

- c. If a change request is not approved by one party, and the party desirous of the change still wishes for the change to be accepted, the parties agree to work to find an acceptable alternative, and further agree to use a management escalation approach to ultimately resolve the issue.
- d. The parties' approval of the change shall be signified by each party's signature of the applicable Form. Email approval is deemed acceptable. No change shall be effective unless such Change Control Form is approved by both parties.

Sample Change Control Form

Change Request number: _____

Name of Requestor:	Name of Party to Whom Submitted:	Date Submitted:

Change Request (attach additional pages referencing this section as required).

Description of Change: (Requirements)
Desired Date:

Impact Analysis (required from both parties; Attach additional pages referencing this section as required including determination of change as major or minor).

Resource Impact:	
Cost Impact:	
Timing Impact:	
Date Response Delivered:	

APPROVED:

Customer Approved: _____ Date: _____

MasterCard Approved: _____ Date: _____

REJECTED:

Customer Rejected: _____ Date: _____

MasterCard Rejected: _____ Date: _____

SCHEDULE E
Green Dot Information Security Requirements

1. Security Management

- 1.1. General. As used herein, “Customer Sensitive Data” means Confidential Information of Customer that is (i) [*] or[*]; (ii) [*]; (iii) [*]; or (iv) [*] or[*]. Customer Sensitive Data is deemed to be Confidential Information of Customer as that term is defined in the Agreement. Customer Sensitive Data is, and will at all times remain the property of Customer, and MasterCard will only use it in connection with the provision to Customer of services contemplated by the Agreement (the “Services”). MasterCard acknowledges and agrees that it is obligated to protect Customer Sensitive Data in compliance with the confidentiality provisions in the Agreement, or any higher standard required by applicable law.
- 1.2. MasterCard Security Policies. MasterCard shall maintain a comprehensive written security program that is designed to: (a) [*] and [*]; (b) [*]; and (c) [*] or [*] or [*]. MasterCard’s security program shall include [*], and [*] and the [*].
- 1.3. Customer Security Assessments and Data Storage.
- 1.3.1. Customer Sensitive [*] and the [*].
- 1.3.2. MasterCard [*] and [*].
- 1.3.3. During the term of the Agreement, Customer [*], or [*], as specified in [*].
- 1.4. Regulatory Authorities. MasterCard [*]or [*], or [*].
- 1.5. Incident Response.
- 1.5.1. An “Incident” means [*] including any (i) [*], or any [*]; (ii) [*]; or (iii) [*] or[*].
- 1.5.2. MasterCard will [*], and [*]. If an Incident occurs, MasterCard will (i) [*] or [*]; (ii) [*] and [*]; (iii) [*]; and (iv) [*] and [*] and [*], or [*]or [*] and [*] or [*].
- 1.5.3. Upon [*] and [*] with respect to an Incident, MasterCard will [*] and [*] to [*] (i) the [*]; (ii) the [*], or [*] or [*]; (iii) all [*] and [*]; and (v) all [*].
- 1.5.4. In addition to the [*] above, if an [*] and [*] and [*], and [*]. Each party agrees to [*] or other [*]. The parties will [*], in accordance with applicable data privacy laws and regulations.

2. Telecommunication and Network Security

- 2.1. General. To the extent MasterCard is required to maintain a telecommunication connection to Customer’s system in order to provide Services under the Agreement, MasterCard will [*] and [*].
- 2.2. Disconnecting Access. To the extent MasterCard is required to maintain a telecommunication connection to Customer’s system in order to provide Services under the Agreement, Customer [*], if it occurs, will not [*] and is without [*].

3. Storage, Handling, and Disposal

- 3.1. Data Disposal. MasterCard will [*] or [*] and any other [*] or [*] or [*] or [*].
- 3.2. Physical Form Data. [*], and MasterCard will [*] and [*] both (i) [*] and [*], and (ii) [*], at minimum, [*] as well as the [*], and [*].

3.3. Shipments. MasterCard will [*]or [*]. MasterCard will [*] and [*] (e.g., [*]).

4. **PCI DSS Compliance**

4.1. Prior to [*], MasterCard will [*].

4.2. MasterCard will [*] and [*] during the term of the Agreement. MasterCard's [*]. This requirement will survive beyond the term of the Agreement until MasterCard [*] or [*], or [*].

4.3. In the event MasterCard [*], MasterCard shall [*] and [*] and [*].

5. **SSAE 16 Reporting**

5.1. [*], MasterCard will [*] or [*].

5.2. MasterCard's [*] in accordance with this section [*].

5.3. [*] will survive beyond the term of the Agreement until MasterCard [*], or [*] or [*].

Schedule F Insurance

At all times during the Term, MasterCard will carry the following insurance coverage with respective limits of not less than the minimum amounts set forth below with reputable insurance companies with A.M. Best ratings of "A" or better:

Insurance Type	Insurance Amount
a. Worker's Compensation	[*]
b. Employer's Liability	[*]
c. General Liability	[*]
d. Automobile Liability	[*]
e. Professional Liability/Errors & Omissions (Technology E&O)	[*]
f. Umbrella/Excess Liability	[*]

MasterCard shall [*] and [*]. MasterCard shall [*] with respect to [*].

Schedule G
Disaster Recovery and Audit

1. Disaster Recovery. MasterCard has created and shall maintain and comply with a comprehensive disaster recovery and business continuity plan (“DR/BC Plan”), which is in line with FFIEC guidelines through which it shall be able to perform all its obligations under this Agreement with minimal disruptions or delays. MasterCard’s DR/BC Plan shall be tested [*], MasterCard will notify Customer at least [*] in advance of any testing and Customer may request to participate in such testing. Upon Customer’s request, MasterCard agrees to provide Customer a written certification that the DR/BC Plan successfully completed testing. Customer may request from time to time that MasterCard make available for Customer’s on-site (at MasterCard’s offices) review of documentation and information reasonably necessary to enable Customer to comply with applicable regulations of the Federal Reserve Board, FDIC, and any other applicable regulatory agency or law or as otherwise reasonably necessary for disaster recovery. Within [*] after each such request, MasterCard will notify Customer whether such request has been approved or denied (which approval shall not be unreasonably withheld). If MasterCard denies such request, Customer may initiate dispute escalation or otherwise escalate its request to the appropriate MasterCard executive contact. Customer acknowledges that it may not make nor retain any copies of such documentation in any media or format, unless otherwise agreed by MasterCard. MasterCard shall provide prompt notice to Customer in the event a third party FFIEC audit of the DR/BC Plan identifies a material concern. During Customer’s review conducted in accordance with Section 2.2, MasterCard shall provide updates in the event there are material changes to its Standardized Information Gathering (SIG) Questionnaire or Customer’s Business Continuity Department (BCD) Vendor Questionnaire. MasterCard’s recovery time objective (RTO) under the DR/BC Plan shall be [*]. MasterCard will maintain adequate backup procedures in order to recover Customer’s data to the point of the last available good backup, with a recovery point objective (RPO) allowing only for loss of transactions which had been swiped but not yet authorized.
2. Audit.
 - 1.1 Each party shall have the right, during the Term of this Agreement and for [*] thereafter, upon reasonable notice and during normal business hours, to provide review of substantiating data to verify accuracy of payment or charging of fees or other obligations of this Agreement that may impact financial obligations, which review shall occur no more than [*].
 - 1.2 In accordance with the terms of this provision, MasterCard shall, upon [*], and no more than [*] host a [*] for Green Dot and its issuing banks (or MasterCard reserves the right to charge Customer in the event such frequency is exceeded), to examine and verify MasterCard’s compliance with its obligations under this Agreement with respect to (i) [*]. Such examination and verification activities may include a review of relevant MasterCard books, records, policies and procedures and the conducting of information security assessments (“ISA”) of MasterCard and of MasterCard’s practices and procedures. The ISAs may consist of (i) [*] or [*], or (ii) [*] or [*], and (iii) [*] and [*] or [*], or [*]. Customer will schedule and conduct such [*] in a manner that does not unreasonably interfere with MasterCard’s business operations. Control testing and auditing of information security systems shall not be permitted; provided, however, that MasterCard shall provide Customer, upon request during the ISA and no more than [*], in accordance with this Section 2.2, information as to the existence and performance of any such controls. MasterCard reserves the right at its sole discretion to determine what information may be publicly released by Customer in order to avoid disclosure of any sensitive or proprietary information. Should the findings of an ISA disclose or indicate security problems or concerns, Customer will detail such findings in a notice to MasterCard. MasterCard will consider the recommendations from Customer and, as determined in MasterCard’s reasonable discretion, implement such recommendations and provide to

Customer a date for implementation. Customer acknowledges that the findings of any ISA shall be deemed to be MasterCard's Confidential Information; provided however, the Customer shall be entitled to distribute and use the findings of any ISA in order to show compliance with its applicable laws or regulations or data security policies to any Affiliate, auditor or regulator. MasterCard represents and warrants that Customer may rely on MasterCard's annual public financial statements and security and compliance audits provided by MasterCard and/or its independent auditor related to its SSAE 16 audit reports. MasterCard further acknowledges and agrees that Customer regulators may audit MasterCard as provided under and in accordance with applicable laws.

- 2.3 MasterCard will engage, at its expense, an unrelated, nationally recognized certified public accounting firm to conduct reviews of MasterCard's general controls and practices associated with MasterCard's facilities and its contractors facilities engaged in providing the Processing Services, as well as the controls associated with the IPS Platform. The scope of the audit shall include an examination of the record keeping system and other equipment and software used by MasterCard. Such reviews shall be performed at such frequency and times as MasterCard shall determine, but shall be performed at least [*]. Within [*] of Customer's request, MasterCard shall provide Customer with a copy of each report [*]. All such reviews shall comply with American Institute of Certified Public Accountants SSAE 16 standards, and the reports obtained shall be of the type generally referred to as type "2" (or equivalent subsequent industry report), which includes an opinion on the operating effectiveness of MasterCard's controls, or such other standards as are mutually agreed by the parties. If the audit reveals that the Processing Services provided by MasterCard do not cause MasterCard's operations to meet the auditor's recommendation, then MasterCard shall take such actions as are necessary to bring its operations into conformance with the auditor's recommendations to such level and degree, at no cost to Customer.

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO EXCHANGE ACT RULE 13A-14(A)/15D-14(A)
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steven W. Streit, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Green Dot Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 9, 2016

By: /s/ Steven W. Streit

Name:

Steven W. Streit
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO EXCHANGE ACT RULE 13A-14(A)/15D-14(A)
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Mark Shifke, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Green Dot Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 9, 2016

By: /s/ Mark Shifke

Name: Mark Shifke
Chief Financial Officer

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steven W. Streit, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- the Quarterly Report on Form 10-Q of Green Dot Corporation for the quarter ended September 30, 2016, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Green Dot Corporation.

Date: November 9, 2016

By: /s/ Steven W. Streit

Name: _____
 Steven W. Streit
 Chief Executive Officer
 (Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Mark Shifke, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- the Quarterly Report on Form 10-Q of Green Dot Corporation for the quarter ended September 30, 2016, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Green Dot Corporation.

Date: November 9, 2016

By: /s/ Mark Shifke

Name: Mark Shifke
Chief Financial Officer