

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

FORM 10-K/A

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2012
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)

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

Class A Common Stock, \$0.001 par value
(Title of each class)

New York Stock Exchange
(Name of each exchange on which registered)

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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

The aggregate market value of the common equity held by non-affiliates of the registrant (assuming for these purposes, but without conceding, that all executive officers, directors and 10% or greater stockholders are "affiliates" of the registrant) as of June 30, 2012, the last business day of the registrant's most recently completed second fiscal quarter, was approximately \$694.7 million (based on the closing sale price of the registrant's common stock on that date as reported on the New York Stock Exchange).

There were 31,801,422 shares of Class A common stock, par value \$.001 per share (which number does not include 6,859,000 shares of Class A common stock issuable upon conversion of Series A Convertible Junior Participating Non-Cumulative Perpetual Preferred Stock), and 4,192,974 shares of Class B common stock, par value \$.001 per share, outstanding as of January 31, 2013.

DOCUMENTS INCORPORATED BY REFERENCE

No documents are incorporated by reference into this Form 10-K/A. Portions of the registrant's proxy statement relating to the registrant's 2013 Annual Meeting of Stockholders are incorporated by reference into Part III of this Annual Report on Form 10-K filed on March 1, 2013.

GREEN DOT CORPORATION
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"Green Dot," "we," "us," "our," and "the Company" refer to Green Dot Corporation and all of its subsidiaries.

EXPLANATORY NOTE

We are filing this Amendment No. 1 (this "Amendment No. 1") to our Annual Report on Form 10-K for the fiscal year ended December 31, 2012 (our "Form 10-K"), solely in order to amend Exhibit 10.12 (the "Exhibit") originally filed with our Form 10-K, which was filed with the Securities and Exchange Commission (the "Commission") on March 1, 2013. We had sought confidential treatment under Rule 24b-2 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), for portions of the Exhibit and, following correspondence and conversations with the Staff of the Commission's Division of Corporation Finance, are re-filing the Exhibit with less information redacted. The Exhibit filed herewith supersedes in its entirety the Exhibit originally filed with our Form 10-K. Additionally, as required by Rule 12b-15 of the Exchange Act, in connection with the filing of this Amendment No. 1, we are including certifications of our chief executive officer and chief financial officer pursuant to Rule 13a-14(a) of the Exchange Act. We are not including certifications pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350) as no financial statements are being filed with this Amendment No. 1.

Except for the revised Exhibit, this Amendment No. 1 does not amend any other information set forth in our Form 10-K. This Amendment No. 1 does not reflect events occurring after the original filing of our Form 10-K and, other than the filing of new versions of Exhibits 10.12, 31.3 and 31.4, does not modify or update the disclosures in our Form 10-K in any way.

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: August 9, 2013

By: /s/ Steven W. Streit

Name: Steven W. Streit

Title: Chairman, President, and Chief Executive Officer

EXHIBIT INDEX

Exhibit Number	Exhibit Title	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
10.12†	Second Material Terms Amendment to Agreement for Services, dated as of February 20, 2013, by and between the Registrant and Total System Services, Inc.				X
31.3	Certification of Steven W. Streit, Chief Executive Officer and Chairman of the Board of Directors, pursuant to Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
31.4	Certification of John L. Keatley, 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.				X

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

* Certain confidential information contained in this document, marked by asterisks, 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.

**SECOND MATERIAL TERMS AMENDMENT TO AGREEMENT FOR SERVICES
(Processing Year, Processing Initial Term, Processing Renewal Term, Termination for Convenience, Deconversion,
Minimum Fees, Processing Services Portfolios, and Developments)**

THIS SECOND MATERIAL TERMS AMENDMENT TO AGREEMENT FOR SERVICES (this "**Amendment**") is made and entered into as of February 20, 2013 (the "**Amendment Effective Date**"), by and between **Total System Services, Inc.**, a Georgia corporation ("**TSYS**") and **Green Dot Corporation**, a Delaware corporation ("**Subscriber**").

A. WHEREAS, TSYS and Subscriber are parties to that certain Agreement for Services dated September 1, 2009 (as amended, the "**Agreement**"); and

B. WHEREAS, TSYS and Subscriber amended material terms of the Agreement, including extension of the Processing Renewal Term, in the Material Terms Amendment to Agreement for Services dated as of January 19, 2012, in accordance with Section 22 of the Agreement.

C. WHEREAS, TSYS and Subscriber desire to further amend the Agreement as set forth herein, in accordance with Section 22 of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement.

2. **Processing Year Definition.** The Agreement is hereby amended by deleting the "Processing Year" definition in Section 1.2 of the Processing Services Schedule in its entirety and replacing it with the following:

"**Processing Year** shall mean a twelve (12) month period commencing on the Processing Services Effective Date or an anniversary of such date; provided, however, Processing Year 6 shall be a sixteen (16) month period ending on December 31, 2015. Each Processing Year is identified in this Processing Services Schedule by a numerical suffix corresponding to the order in which such Processing Year will occur during the Processing Term (e.g., the first Processing Year of the Processing Term is referred to as "Processing Year 1", the second Processing Year of the Processing Term is referred to as "Processing Year 2," etc.)."

3. **Processing Initial Term.** The Agreement is hereby amended by deleting Section 3.1 of the Processing Services Schedule in its entirety and replacing it with the following:

3.1 Initial Term

The initial term of this Processing Services Schedule shall begin on the Processing Services Effective Date and shall expire at 11:59 p.m. (Eastern Time) on the last day of Processing Year 6, unless terminated earlier in accordance with this Processing Services Schedule or the Agreement (the "Processing Initial Term").

4. Processing Renewal Term. The Agreement is hereby amended by deleting Section 3.2 of the Processing Services Schedule in its entirety and replacing it with the following:

3.2 Extension

Upon expiration of the Processing Initial Term, the term of this Processing Services Schedule shall automatically renew for up to three (3) additional one (1) year renewal terms (each a "Processing Renewal Term"), unless one Party provides the other with written notice of its intent to terminate not less than [*] ([*]) [*] prior to the end of the Processing Initial Term or the then-current Processing Renewal Term. During any Processing Renewal Term, the Parties shall work together on Deconversion pursuant to 4.3 of the Agreement."

5. Termination for Convenience. The Agreement is hereby amended by deleting Section 3.3 of the Processing Services Schedule in its entirety and replacing it with the following:

3.3 Termination for Convenience

Subscriber may terminate this Processing Services Schedule and the Agreement at any time during [*] without cause or for convenience, by giving at least [*] ([*]) [*] prior written notice to TSYS and paying to TSYS the termination for convenience fee ("Termination for Convenience Fee"). The Termination for Convenience Fee shall be equal to the [*] due for the [*], as applicable, as of the [*] as specified in Subscriber's written notice of intent to terminate for convenience. The Termination for Convenience Fee shall be paid in [*] and delivered to TSYS [*]. In the event Subscriber terminates this Processing Services Schedule and the Agreement for convenience, Subscriber shall be obligated to pay the Termination for Convenience Fee due hereunder, but relieved of any obligation to pay the Core Processing Minimum Fees after the date of termination. Any notice of termination by Subscriber pursuant to this Section 3.3 shall include a proposed date for the initiation of Wind-down or Deconversion pursuant to Sections 4.2 and 4.3 of the Agreement."

6. Termination for Convenience Due to [*]. The Agreement is hereby amended by adding the following as a new Section 3.4 to the Processing Services Schedule:

Termination for [*]

Notwithstanding the terms of Sections 2.4, 3.3 and 4.4 of this Processing Services Schedule, in the event [*], Subscriber may terminate this Processing Services Schedule and the Agreement, without cause or for convenience, by giving at least [*] ([*])[*] prior written notice to TSYS. For purposes of clarity, upon termination pursuant to this Section 3.4, Subscriber shall be relieved of (i) any obligation to pay the Termination for Convenience Fee, (ii) any obligation to pay the [*] after the date of termination, and (iii) its [*] under [*].

7. **Deconversion.** The Agreement is hereby amended by deleting Section 4.2 of the Processing Services Schedule in its entirety and replacing it with the following:

4.2 Services Provided during Startup, Conversion, Wind-down or Deconversion

All Expenses, custom code charges and Processing Fees for any Startup, Conversion, Wind-down or Deconversion of the Processing Services initiated or performed during the Processing Term shall be borne by Subscriber. Applicable Processing Fees related to a Startup, Conversion, Wind-down or Deconversion of the Processing Services are set forth in Exhibit 1B to this Processing Services Schedule.”

8. **Minimum Fees.** The Agreement is hereby amended by deleting Section 4.4 of the Processing Services Schedule in its entirety and replacing it with the following:

4.4 Minimum Fees

Processing Initial Term

The [*], excluding the [*],[*], payable by Subscriber for each [*] (\$[*]). For each [*], the [*] shall be [*] (\$[*]) for [*]and [*] (\$[*]) for [*]. For each [*], the [*] shall be as follows: [*] (\$[*]) for [*],[*] (\$[*]) for [*],[*] (\$[*]) for [*], and [*] (\$[*]) for [*].

For each [*], the [*] (\$[*]) for [*],[*] (\$[*]) for [*], and [*] (\$[*]) for [*]. For each [*], the [*] shall be [*] (\$[*]) for [*], and [*] (\$[*]) for [*]. For each [*], the [*] shall be [*] (\$[*]) for [*], and [*] (\$[*]) for [*].

Processing Renewal Term

For each [*], the [*] shall be [*] (\$[*]) for [*]and [*] (\$[*]) for [*].

If, at the end of any [*] in a [*], the actual [*] due to TSYS for such [*], less any [*],[*], are less than the [*], then TSYS shall invoice Subscriber for the difference.”

9. **Exhibit 3 - Processing Services Portfolios.** The Agreement is hereby amended by deleting Exhibit 3 of the Processing Services Schedule in its entirety and replacing it with an Amended and Restated Exhibit 3 - Processing Services Portfolios, attached hereto and made a part hereof by this reference.

10. **Exhibit 5 - Termination for Convenience Fees.** The Agreement is hereby amended by deleting Exhibit 5 of the Processing Services Schedule in its entirety.

11. **Developments to [*].** The Parties agree that Subscriber may request TSYS to develop [*]on the [*] during the Processing Initial Term or any Processing Renewal Term, [*] and the [*]for [*] as set forth in Exhibit 1B to this Processing Services Schedule.

12. **Conflict.** In the event of any conflict between the terms of the Agreement and this Amendment, this Amendment will control solely with respect to the subject matter herein. The Agreement will otherwise control.

13. **Effect of Amendment.** Except as specifically amended herein, the Agreement will remain in full force and effect in accordance with its terms.

14. Miscellaneous. This Amendment may be executed by facsimile and in counterparts, each of which shall be deemed an original, and both of which when taken together shall be deemed one and the same instrument. The Agreement, as amended hereby, sets forth the entire agreement of the Parties with respect to the subject matter hereof and thereof, superseding any and all prior or contemporaneous agreements or understandings, whether written or oral, between the Parties with respect to such subject matter.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the day and year first above written.

TOTAL SYSTEM SERVICES, INC

GREEN DOT CORPORATION

By: /s/ William A. Pruett
Name: William A. Pruett
Title: Senior EVP

By: /s/ Steven W. Streit
Name: Steven W. Streit
Title: Chief 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, John L. Keatley, certify that:

1. I have reviewed this Form 10-K/A 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;

Date: August 9, 2013

By: /s/ John L. Keatley
Name: John L. Keatley
Chief Financial Officer
(Principal Financial Officer)