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

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**FORM 10-Q/A  
(Amendment No. 1)**

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the quarterly period ended **June 30, 2013**  
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**
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**GREEN DOT CORPORATION**

*(Exact name of Registrant as specified in its charter)*

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**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 32,727,582 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 3,874,858 shares of Class B common stock, par value \$.001 per share, outstanding as of July 31, 2013.

**DOCUMENTS INCORPORATED BY REFERENCE**

No documents are incorporated by reference into this Form 10-Q/A. Exhibit 10.01 of our Form 8-K, filed with the Commission on June 10, 2013, was incorporated by reference as Exhibit 10.1 of this Quarterly Report on Form 10-Q filed with the Commission on August 9, 2013

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**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 Quarterly Report on Form 10-Q for the quarter ended June 30, 2013 (our "Form 10-Q"), solely to amend Exhibit 10.3 (the "Exhibit") originally filed with our Form 10-Q, which was filed with the Securities and Exchange Commission (the "Commission") on August 8, 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-Q. 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)/ 15d-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-Q. This Amendment No. 1 does not reflect events occurring after the original filing of our Form 10-Q and, other than the filing of new versions of Exhibits 10.3, 31.3 and 31.4, does not modify or update the disclosures in our Form 10-Q 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: February 28, 2014

By: /s/ Steven W. Streit

Name: Steven W. Streit

Title: Chairman, President and Chief Executive Officer

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Exhibit Title</b>	<b>Form</b>	<b>Date</b>	<b>Number</b>	<b>Filed Herewith</b>
10.3†	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 Grace Wang, 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.

**ADDITIONAL PRODUCT AMENDMENT TO  
WALMART MONEYCARD PROGRAM AGREEMENT**

This Amendment ("**Amendment**") to that certain Walmart MoneyCard Program Agreement, dated as of May 27, 2010 (as amended, the "**Agreement**"), is made as of this day of May, 2013 ("**Amendment Effective Date**"), by and among (1) Wal-Mart Stores, Inc., Wal-Mart Stores Texas L.P., Wal-Mart Louisiana, LLC, Wal-Mart Stores Arkansas, LLC, and Wal-Mart Stores East, L.P., (each of the foregoing, individually and collectively, "**Retailer**"), (2) GE Capital Retail Bank (f/k/a/ GE Money Bank) ("**Bank**"), and (3) Green Dot Corporation ("**Green Dot**").

**WHEREAS**, Retailer, Bank and Green Dot wish to amend the Agreement as set forth herein.

**NOW THEREFORE**, in consideration of the following terms and conditions, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Retailer, Bank and Green Dot hereby agree to amend the Agreement as follows:

1. Defined Terms. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings set forth in the Agreement.
2. Additional Cards. A new Article XVIII is hereby added to the Agreement, the contents of which are set forth in Exhibit A hereto and incorporated herein by reference.
3. Continuation; Inconsistency; Counterparts. Except as expressly amended or supplemented hereby, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. This Amendment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together constitute one and the same agreement. The Parties may execute and deliver this Amendment electronically, including by facsimile.

*[remainder of page intentionally blank]*

**IN WITNESS WHEREOF**, Retailer, Bank and Green Dot have caused this Amendment to be executed by their respective officers or agents thereunto duly authorized as of the date first above written

**WAL-MART STORES, INC**

**WAL-MART STORES ARKANSAS, LLC**

By: /s/ Daniel Eckert  
Name: Daniel Eckert  
Title: SVP

By: /s/ Daniel Eckert  
Name: Daniel Eckert  
Title: SVP

**WAL-MART STORES, INC**

**WAL-MART STORES ARKANSAS, LLC**

By: /s/ Daniel Eckert  
Name: Daniel Eckert  
Title: SVP

By: /s/ Daniel Eckert  
Name: Daniel Eckert  
Title: SVP

**WAL-MART LOUISIANA, LLC**

By: /s/ Daniel Eckert  
Name: Daniel Eckert  
Title: SVP

**GE CAPITAL RETAIL BANK**

**GREEN DOT CORPORATION**

By: /s/ Margaret M. Keane  
Name: Margaret M. Keane  
Title: CEO, GEGRB

By: /s/ Steve Sreit  
Name: Steve Streit  
Title: CEO

**IN WITNESS WHEREOF**, Green Dot Bank has caused this Amendment to be executed by its officer or agent thereunto duly authorized as of the date first above written, solely for the limited purpose of: (a) agreeing to become a party to the Appointment Agreement, as defined by and pursuant to Section 18.8 of the Amendment; and (b) acknowledging and agreeing to the provisions of Section 18.10 of the Amendment.

**GREEN DOT BANK**

By: /s/ Lewis Goodwin  
Name: Lewis Goodwin  
Title: President and CEO

*[remainder of page intentionally blank]*



## **Exhibit A**

### Article XVIII Sale of Additional Cards

18.1 **General.** Retailer and Green Dot hereby establish a program under which Retailer shall market and distribute the Additional Cards (as described in Section 18.3). Except as expressly set forth in this Article XVIII, (a) Retailer shall have the same rights and obligations with respect to the Additional Cards as Retailer has under this Agreement with respect to the Walmart MoneyCards, and (b) Green Dot shall have the same rights and obligations with respect to the Additional Cards as Bank has under this Agreement with respect to the Walmart MoneyCards. For avoidance of doubt, notwithstanding anything in this Agreement, solely Retailer and Green Dot shall have rights and obligations with respect to the Additional Cards, and Bank shall have no obligations or rights whatsoever with respect to the Additional Cards except as expressly set forth in this Article XVIII.

18.2 **Consent by Bank.** Bank hereby consents to Retailer selling the Additional Cards on the terms and conditions set forth in this Article XVIII; provided, however, that Bank may terminate such consent upon written notice to Retailer and Green Dot if Green Dot Bank ("GDB") has not acquired from Bank its portfolio of Walmart MoneyCards and any previously issued Specialty Cards, and GDB has not acquired and assumed Bank's rights and obligations under this Agreement on or before December 31, 2013. If Bank terminates its consent under this Section 18.2, Retailer and Green Dot will cease the sale of Additional Cards, except that any Additional Cards already in stock at a Participating Store when Bank terminates its consent may be sold by Retailer for a period of not more than six (6) months after such termination of consent.

18.3 **Additional Cards.** The Additional Cards shall be issued by GDB. The initial set of Additional Cards to be distributed by Retailer is set forth in Schedule 18.3 hereto. Also set forth in Schedule 18.3 is the initial purchase fee charged by GDB to consumers of Additional Cards, which fee shall be subject to all of the rights and obligations of the parties with respect to purchase fees as set forth in this Agreement. Green Dot and Retailer may agree to include further Additional Cards issued by GDB in such Schedule with the prior written consent of Bank, which shall not be unreasonably withheld; provided, however, that (a) Bank shall receive at least sixty (60) days' prior written notice of any further Additional Card proposed to be included on such Schedule, and (b) no further Additional Card shall be included in such Schedule after December 31, 2013, if GDB has not acquired from Bank its portfolio of Walmart MoneyCards and Bank's rights and obligations under this Agreement on or before that date.

18.4 Compensation. Notwithstanding Section 18.1 or any other provision of this Agreement to the contrary, Retailer's compensation with respect to all Additional Cards shall, unless otherwise mutually agreed by Green Dot and Retailer, be as set forth in this Agreement with respect to the Walmart MoneyCards. Bank's sole compensation with respect to Additional Cards shall be as set forth in Section 18.6 below.

18.5 Service Levels. Notwithstanding Section 18.1 or any other provision of this Agreement to the contrary, Service Level #8 set forth in Schedule 9.3(a) to this Agreement shall not apply to the Additional Cards described in Schedule 18.3 as the "Walmart MoneyCard Custom Card", and instead the new Service Level #8B set forth in Schedule 18.5 hereto shall apply to such Additional Cards.

18.6 Intermediary Services. Bank hereby agrees to provide Intermediary Services with respect to all Additional Cards, subject to the provisions of Section 4.10 of this Agreement. Green Dot will compensate Bank for such Intermediary Services at a rate equal to [\*] of the initial purchase fee collected from the purchaser of an Additional Card, payable monthly in arrears within 30 days of the end of the month in which the Additional Card was sold.

18.7 Indemnification. Green Dot agrees to protect, indemnify, and hold harmless Bank, its Affiliates, and their respective shareholders, officers, employees, directors and agents from and against any and all Indemnified Losses incurred by GE arising out of, connected with or resulting from, a complaint, claim or action related to any act or omission by Bank with regard to the Intermediary Services, but solely with respect to the Additional Cards; provided, however, that in no event shall Green Dot be obligated to indemnify Bank under this provision against any Indemnified Losses which result from the intentional misconduct, violation of law, or negligence of Bank. The provisions of Section 4.8(c) of this Agreement shall apply to Green Dot's indemnity of Bank under this Section 18.7 in the same manner as such provisions apply to Green Dot's indemnity of Retailer under Section 4.8(a) of this Agreement.

18.8 Limited Appointment. For purposes of Section 3 of that certain Amended and Restated Agency Appointment Agreement between Green Dot and Retailer, dated as of May 27, 2010 (the "**Appointment Agreement**"), the term "Green Dot" as used therein shall hereafter be deemed to mean both Green Dot and GDB. GDB hereby becomes a party to the Appointment Agreement with respect to Retailer's distribution of such Additional Cards. The terms set forth in Schedule 18.8 hereto will apply with respect to Participating Stores in the State of New York.

18.9 Amendment of Article. Notwithstanding Section 18.1 or any other provision of this Agreement to the contrary, the provisions of this Article XVIII may not be modified or amended without the prior written agreement of Bank, Retailer and Green Dot.

**\* Confidential Treatment Requested**

18.10 Green Dot Bank. Green Dot may perform any of its obligations under this Article XVIII through GDB, or designate GDB as the recipient of performance of any obligations of Retailer or Bank under this Article XVIII; provided, however, that (a) Green Dot shall remain responsible to Retailer and Bank for performance of all of its obligations under this Article XVIII and (b) GDB shall not be a third party beneficiary of this Agreement or have any rights to enforce this Agreement against Retailer or Bank, but shall be jointly and severally responsible with Green Dot for the performance of any obligations of Green Dot under this Article XVIII.

*[remainder of page intentionally blank]*

SCHEDULE 18.3 - ADDITIONAL CARDS - ECONOMIC TERMS

<u>Card Name</u>	<u>Walmart Branding</u>	<u>Bank's Purchase Fee</u>	<u>Period 1 Status</u>
NASCAR	Yes	\$5.00	Period 1
Walmart MoneyCard Custom Card	Yes	\$5.00	Period 1
AARP	No	\$4.95	No
Rush	No	\$4.95	No
MAGIC Card	No	\$4.95	No

MOSSY OAK	YES	\$5.00	
NFL	YES	\$5.00	

SCHEDULE 18.5 - SERVICE LEVEL 8B

Service Level	Definition	Defect Definition	Calculation	Target %	Default %
New Cardholder Card Production Timeliness	Timeliness of Permanent Walmart MoneyCard Custom Cards being embossed and put into the mail system	Any Permanent Walmart MoneyCard Custom Card package that is not put into the mail system within [*] Business Days of Cardholder being approved and submitting acceptable image	Statistically valid sample of the number of Permanent Walmart MoneyCard Custom Card packages put into the mail system within [*] Business Days of the Cardholder being approved and submitting acceptable image <u>divided</u> by the number of mailings sampled	[*]% within [*] Business Days	[*]% within [*] Business Days

\* Confidential Treatment Requested

#### SCHEDULE 18.8 - ADDITIONAL NEW YORK TERMS

The purpose of this Schedule 18.8 is to clarify Retailer's role as seller of the Additional Cards issued by Green Dot Bank. To the extent that any part of this Schedule 18.8 conflicts with Article XVIII of this Agreement, this Schedule 18.8 shall control (solely with respect to Participating Stores in the State of New York).

1. Retailer is hereby appointed as Green Dot Bank's sales agent solely for the limited purpose of selling the Additional Cards in the State of New York and delivering to Green Dot Bank any fees and payments paid by purchasers of the Additional Cards, in accordance with the terms of Article XVIII of the Agreement. Retailer hereby acknowledges that Green Dot Bank is the issuer of the Additional Cards and has the primary relationship with purchasers of the Additional Cards, and that Green Dot Bank is responsible for all amounts collected by Retailers from consumers who purchase the Additional Cards.
2. All funds (less any fees belonging to Retailer) received by Retailer from the sales of Additional Cards shall be funds owned by and belonging to Green Dot Bank, and held for the benefit of consumers who have purchased the Additional Cards.
3. Retailer shall make and keep such accounts, papers, books, and other records, and preserve such materials for such period of time as may be required by Article XVIII of the Agreement. Retailer shall comply with any other requirements or instructions provided to Retailer in writing by y Green Dot Bank relating to the Additional Cards or arising out of Article XVIII of the Agreement consistent with Retailer's rights under Article XVIII of the Agreement.
4. Retailer shall comply with all applicable provisions of the laws of the State of New York and regulations and orders issued by the New York State Department of Financial Services relating to the sale of Additional Cards, and consents to inspections by New York State authorities with respect to Retailer's activities under the Agreement.



